



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

February 23, 2015

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

COUNCIL MEMBERS:

Fred Adair
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

WORK SESSION 6:30 P.M.

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

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

1. City Manager Report
 - Personnel Vacancies
 - Nora/Country Club Storm Sewer Line
 - Park Row Water Line Construction Administration Contract
2. Approval of Bills Payable and Purchase Orders in excess of \$1,000.
A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.
3. Approval and Acceptance of Minutes
Approval of Town Council Minutes:
 - Town Council minutes from February 9, 2015Acceptance of Minutes of Boards and Commissions:
 - PEDC Minutes January 14, 2015
 - PEDC Minutes January 28, 2015

RESOLUTIONS

4. Discuss, direct, and consider action on a Resolution of the Town Council of the Town of Pantego Authorizing the City Manager to enter into a lease agreement with Longhorn Harley Davidson of Grand Prairie, Texas, for the lease of two Harley Davidson Electra Glide motorcycles.
5. Discuss, direct, and consider action on Resolution of the Town Council of the Town of Pantego, Texas, adopting an Emergency Management Plan for the Town of Pantego; providing for an effective date.

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Fred Adair

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

HONORS/RECOGNITIONS

- Oath of Office and Badge Pinning of Officer Brian Martin, Pantego Police Department.
- Introduction of Sheila Sherman, Support Specialist

Council will recess for a brief Reception to welcome the new employees.

COUNCIL LIAISON TO BOARD REPORT

- Community Relations Board
- Pantego Youth Leadership Council

PEDC REPORT

CITIZENS OPEN FORUM

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

APPROVAL OF CONSENT AGENDA ITEMS

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

ORDINANCE

6. Discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Code of Ordinances Chapter 1 – General Provisions Article 1.05 Boards and Commissions Division 3 Planning and Zoning Commission Section 1.05.071 Established; Membership Subsection (a) and (b); Containing a Savings Clause; Repealing All Ordinances in Conflict Herewith; and Declaring an Effective Date.

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

7. Discuss, direct, and consider action on an update from Alan Plummer Associates, Inc. regarding the Lane Well.
8. Discuss, direct, and consider action on Rehabilitation of Lane Well #2.
9. Discuss, direct, and consider action on the 2014 Annual Racial Profile Report.
10. Discuss, direct, and consider action on the implementation of the Groundwater Conservation Fee within the utility bills.

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 Consultation with Attorney, seeking advice, on pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Drainage.

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 on the following date and time: Friday, February 20, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.


Julie Arrington, City Secretary

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

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





City Manager's Report

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: February 23, 2015

Update on Personnel Vacancies

Vacancies remain in the Police Department for a police officer and dispatcher.

Nora/Country Club Storm Sewer Line

The Public Works Department discovered that a fire hydrant located on Nora, just south of Country Club, was leaking. Upon further investigation, they discovered that the pipe connecting the hydrant to the water line was run through a storm sewer line. It is unknown when this occurred, but it was intentional, as there was an attempt made to shore up the storm sewer pipe. The water line is PVC, and the sewer pipe is concrete. As a result of the way in which this was constructed, the condition of the storm sewer pipe has deteriorated, leading to cave-ins. It is probable that this will have to be replaced. In addition, the hydrant has been taken out of service, and "bagged" (a bag has been placed over it to let the Fire Department know that it is not operational). The Public Works Department will be investigating an alternative location for the hydrant, as well as determining the extent of the deterioration of the storm sewer line, in order to plan repairs in the future.

Park Row Water Line Construction Administration Contract

Staff is continuing to work on the contract for construction administration for the Park Row Water Line, and should have it ready for the March 9th Council meeting.



AGENDA BACKGROUND

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

DATE: February 23, 2015

PRESENTER: Matthew Fielder, City Manager

BACKGROUND:

This agenda item includes a listing of bills payable over \$1,000. Included are copies of invoices for professional services and purchase orders over \$1,000, their attached memo, and invoice copies, if available.

FISCAL IMPACT:

Please review report for individual account number.

RECOMMENDATION:

Staff recommends the following motion:

Approval of the listing of bills payable over \$1,000 and purchase orders as submitted.

ATTACHMENTS:

Expenditure Summary of approval list over \$1,000 and purchase orders for February 23, 2015:

Professional Services:

- Bill Lane, Attorney
- Di Sciallo-Terry Stanton & Associates

Purchase Orders:

- 1692 – Westhill Construction, Inc.
- 1693 – Siddons-Martin Emergency
- 1696 – Tyler Technologies, Inc.
- 1697 – UTA Dept. of Kinesiology
- 1698 – Tyler Technologies, Inc.
- 1700 – Northern Tool & Equipment
- 1701 – Defender Supply
- 1702 – UTA Dept. of Kinesiology
- 1703 – Physio-Control, Inc.
- 1704 – Foreman's Inc.

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
2/23/2015**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane, Attorney	\$1,837.50	February 2015 Invoice
Di Sciuolo-Terry Stanton & Associates	\$1,785.00	January 2015 Engineering Services
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1692 - Westhill Construction, Inc.	\$2,023.42	Emergency Pavement Repair
1693 - Siddons-Martin Emergency	\$3,805.02	Maintenance Repair on Engine 1
1696 - Tyler Technologies, Inc.	\$1,276.29	Annual Maintenance Agreement for Payroll / Personnel Module
1697 - Dept. of Kinesiology (UTA)	\$2,100.00	Annual Physical Assessments
1698 - Tyler Technologies, Inc.	\$5,232.77	Annual Maintenance Agreement for Utility System/Cash Collection/Call Center
1700 - Northern Tool & Equipment	\$5,899.99	Walk-Behind Saw
1701 - Defender Supply	\$2,375.44	Light Package for Motorcycles
1702 - Dept. of Kinesiology (UTA)	\$1,975.00	Annual Physical Assessments
1703 - Physio-Control, Inc.	\$14,615.95	Chest Compression System
1704 - Foreman's Inc.	\$2,103.98	K12 Cut Off Saw
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Verizon Wireless	\$1,370.38	January 2015 Cell Phone Bill
Time Warner Cable	\$2,237.76	Telephone Bill Thru 3/16/15
Commerce Bank	\$3,182.81	February 2015 Credit Card Expenses
Wells Fargo	\$2,093.36	January 2015 Copier Lease Payment/2014 Property Taxes
Tax Assessor Collector	\$9,153.10	Annual Tax Assessor Fees

BILL LANE

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

DATE: January 10, 2015

Bill To:
VIA FACSIMILE 817-261-4538

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

DESCRIPTION	AMOUNT
Court Services for Feb 2015	\$1,837.50
TOTAL	\$ 1,837.50

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



DI SCIULLO-TERRY,
STANTON & ASSOCIATES, INC.

PO BOX 506

Arlington, Tx 76004

Invoice

Date 2/5/2015	Invoice # 15-11
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Town Of Pantego
1614 South Bowen Road
Pantego, Texas 76013
ATTN: ACCOUNTS PAYABLE

Description	P.O. No.		Project
	Quantity	Rate	General Admin
RE: TOWN OF PANTEGO - PROFESSIONAL SERVICES FOR JANUARY 1, 2015 THROUGH JANUARY 31, 2015			
1. Registered Professional Engineer (Jennifer Cobbs) on 1/16/2015 - Plat Review Westbury Sqaure Addition	1.5	125.00	187.50
2. Registered Professional Engineer (Jennifer Cobbs) on 1/19/2015 - Plat and Site Plan Review for Westbury Square Addition, including propperty research	3	125.00	375.00
3. Registered Professional Engineer (Jennifer Cobbs) on 1/20/2015 - Plat and Site Plan Review for Westbury Sqaure Addition	3	125.00	375.00
4. Principal Engineer/Surveyor (Joyce Stanton) - Review of Westbury Square Replat and Site Plan (Joyce Stanton) on 1/22/2015	2.5	135.00	337.50
5. Registered Professional Engineer (Jennifer Cobbs) on 1/27/2015 - Parking Lot Lighting Requirements Research	1.5	125.00	187.50
6. Principal Engineer/Surveyor (Joyce Stanton) - Review of Westbury Square Replat and Site Plan	1	135.00	135.00
7. Registered Professional Engineer (Jennifer Cobbs) on 1/29/15 - DRC Meeting for Dollar General (Westbury Square Addition)	1.5	125.00	187.50
DTS EID #75-16151473			Total \$1,785.00

Phone # 817-275-3361

Fax # 817-275-8920



PUBLIC WORKS MEMO

Date: February 5, 2015
To: Matthew Fielder, City Manager
From: Scott Williams, Public Works Director
Subject: Purchase Order Authorization for Emergency Pavement Replacement

The Public Works Department is requesting the approval of a purchase order to WESTHILL CONSTRUCTION, INC in the amount of *Two Thousand, Twenty-Three Dollars and Forty-Two Cents* (\$2,023.42) for an emergency concrete pavement replacement at 2401 Park Row.

The pavement repair was subsequent to a Public Works – Utilities, emergency sewer repair. The pavement put-back required a 9' X 11' X 10" area using High Early Strength concrete with #4 rebar on 12" centers.

Please find the attached invoice to reflect the requested purchase order amount (\$2,023.42) from Acct No: 500-5-000-241.00.

A handwritten signature in black ink, appearing to read "Scott Williams", written in a cursive style.

Scott Williams, Public Works Director

TOWN OF PANTEGO

1614 S. BOWEN
 PANTEGO, TEXAS 76013

No. 1692

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 Westhill Construction, Inc
 PO Box 2016
 Cleburne, TX 76033

SHIP TO Town of Pantego

DATE		ACCT #	DEPT			
2-5-15		500-5-000-241.00	PW			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
	1	Emergency pavement repair at 2401 W. Park Row - 9' x 11.5' x 10" High Early Strength Concrete on 12" centers with #4 rebar	2023	42		2023 42
					TOTAL	2023 42

[Signature] 2-5-15

[Signature]

APPROVED BY

WESTHILL CONSTRUCTION, INC.
PO BOX 2016
CLEBURNE, TEXAS 76033
817-558-2504
January 29, 2015
Invoice # 109441

Town of Pantego
1614 S. Bowen Rd.
Pantego, Texas 76013

Re: 2401 W. Park Row
Pantego, Texas

Emergency repair at 2401 W. Park Row. Repair was a 9'x11.5' using 10" thick of High Early Strength concrete reinforced with #4 bars 12" OCEW as per bid.

Total Amount Due This Invoice \$2,023.42

We Appreciate Your Business!

Note: If tax exempt please provide tax exempt/resale certificate.

Acct# 500-5-000-241.00

Siddons-Martin Emergency Group

Protecting the Southwest

Estimate # **0001836**

Date : 2/5/15

Page : 1

Center : 4

**Estimate Only
Do Not Pay**

Customer : PANTEGO FIRE DEPARTMENT

Address : 1614 S. BROWN

City : ARLINGTON, TX 76013-

Phone 1 : (817) 274-1384 Ext :

Phone 2 : (817) - Ext :

Vehicle : 1998 PRC QUANTUM

Job # : EB907

Ehrs : 3629

VIN : 4P1CT02P3WA000292

Engine : SERIES 60

Trans : 4060 PR

Mileage : 20756

Flt# : E1

Tech	Quantity	Part Number	Job Description	Part Description	Labor Total	Parts Total	Subtotal
						Parts Price	
			CUSTOMER STATED THE TRANSMISSION COOLER HAS NOT BEEN CHANGED IN 5 YEARS OR MORE. THIS IS A NEW HEAVY DUTY VERSION OF PIERCE PART #43-2036 - THIS NEW COOLER WILL HAVE THICKER TUBE AND DOUBLE BAFFLES & 3 YEAR WARRANTY.		972.00	2774.70	3746.70
	1.00	1915172		HEAT EXCHANGER, TRANS O		2353.21	
	1.00	SHIPPING		TO BE ADDED		61.25	
	14.00	226821982		CHEVRON 50/50 ANTI FREA		168.70	
	6.00	226502990		CHEVRON ATF		171.54	



klone Martin Emergency Group Company

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed to between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of the invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company.

Acknowledged and Received by: _____

Labor : \$972.00
Parts : \$2,774.70
Sublet : \$0.00
Other Fees : \$0.00
Supply Fee : \$58.32
Subtotal : \$3,805.02
Sales Tax : \$0.00

Paid By : Total : \$3,805.02

Pay Ref : Paid : \$0.00

Due : \$3,805.02

www.Siddons-Martin.com

We appreciate your business
email: service@siddons-martin.com

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1693

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 Siddons-Martin Emergency

SHIP TO

DATE		ACCT #	DEPT.				
2/6/15		100-5-150-356.00	Fire		Engine 1		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT	
ORDERED	RECEIVED						
1		Transmission Cooler	2353	21	ea	2353	21
1		Shipping	81	25	ea	81	25
14		Anti-Freeze	12	05	ea	168	70
6		Chevron ATF	28	59	ea	171	54
1		Labor	972	00	ea	972	00
1		Shop Supplies	58	32	ea	58	32
						TOTAL	3805 02

APPROVED BY



G/A MEMO

To: Matt Fielder, City Manager

From: Julie Arrington, City Secretary

Date: February 10, 2015

Re: Tyler Technologies

The Town of Pantego contracts with Tyler Technologies for the Incode program that provides our Personnel and Payroll Billing Systems. The annual agreement for this service is up for renewal and is budgeted within the General Administration Budget. The invoice for the billing period March 1, 2015 through February 29, 2016 in the amount of \$1,276.29 is provided. I am requesting to spend the budgeted funds to continue and extend the contract for these modules until February 29, 2016.

TOWN OF PANTEGO

1614 S. BOWEN
 PANTEGO, TEXAS 76013

No. *11096*

INSTRUCTIONS TO VENDOR

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

TO *Tyler Technologies*
P.O. Box 203556
Dallas, Tx 75320

SHIP
 TO *Tyler Technologies*
P.O. Box 203556
Dallas, Tx 75320

DATE		ACCT #	DEPT.				
<i>2-10-15</i>			<i>6 cr. Adm</i>				
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT		
ORDERED	RECEIVED						
<i>1</i>	<i>1</i>	<i>Payroll & Personnel Module</i>	<i>1,276.29</i>	<i>1</i>	<i>1,276</i>	<i>29</i>	
<i>** Budgeted **</i>							
					TOTAL	<i>1,276</i>	<i>29</i>

[Signature]

APPROVED BY



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

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-114504	02/01/2015	1 of 1

Empowering people who serve the public®

Questions:

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



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

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

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
44177	48753		USD	NET30	03/03/2015

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
Contract No.: Pantego, Town of Payroll/Personnel		1	1,276.29	1,276.29
Maintenance: Start: 01/Mar/2015, End: 29/Feb/2016				

****ATTENTION****

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

Subtotal	1,276.29
Sales Tax	0.00
Invoice Total	1,276.29



Pantego Police Department

To: Matt Fielder, City Manager
From: Barry Reeves, Assistant Chief of Police *BR*
CC: Tom Griffith, Chief of Public Safety
Date: February 11, 2015
Re: Physical Assessments

I am requesting the purchase of an approved budget item for physical assessments for the Police officers for the Department. This assessment includes a full stress test physical, blood tests and examination by a physician. The cost of this assessment is \$2,100.

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. *1197*

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 *LITA Dept. of Kinesiology*
Box 19259
560 W Wedderman dr.
ARLINGTON, TX 76019-0259

SHIP
TO

DATE		ACCT #	DEPT.		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
	<i>11</i>	<i>Physical Assessment</i>			<i>2100</i>
		<i>Approved Budget item</i>			
				TOTAL	<i>2,100</i>

[Handwritten Signature]

APPROVED BY



G/A MEMO

To: Matt Fielder, City Manager

From: Julie Arrington, City Secretary

Date: February 23, 2015

Re: Tyler Technologies

The Town of Pantego contracts with Tyler Technologies for the Incode program that provides our Utility Billing system, Cash Collections, Call Center, Utility Handheld Meter Reader Interface, and Basic Support Services. The annual agreement for this service is up for renewal and is budgeted within the General Administration Budget. The invoice for the billing period April 1, 2015 through March 31, 2016 in the amount of \$5,232.77 is provided. I am requesting to spend the budgeted funds to continue and extend the contract for these modules until March 31, 2016.

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1698

INSTRUCTIONS TO VENDOR

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

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

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

DATE		ACCT #	DEPT.			
2-11-15			Gen. Admin			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
1	1	Utility CIS System Maintenance	2,073	96	1	2,073 96
1	1	Central Cash Collection	638	14	1	638 14
1	1	Call Center	1,116	75	1	1,116 75
1	1	Utility Handheld Meter Reader Interface	638	14	1	638 14
1	1	BASIC Network Support Services April 1, 2015 thru March 31, 2016 ** Budgeted **	765	76	1	765 76
					TOTAL	5,232 77

APPROVED BY



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

Invoice

Invoice No	Date	Page
025-116739	03/01/2015	1 of 1

Empowering people who serve the public®

Questions:

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



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

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

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44177	49679		USD	NET30	03/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: Pantego, Town of				
	Utility CIS System	1	2,073.96	2,073.96
Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016				
	Central Cash Collection	1	638.14	638.14
Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016				
	Call Center	1	1,116.75	1,116.75
Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016				
	Utility Handheld Meter-Reader Interface	1	638.14	638.14
Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016				
	Basic Network Support Services	1	765.78	765.78
:				
Maintenance: Start: 01/Apr/2015, End 31/Mar/2016				

****ATTENTION****

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

Subtotal	5,232.77
Sales Tax	0.00
Invoice Total	5,232.77



PUBLIC WORKS MEMO

Date: February 12, 2015
To: Matthew Fielder, City Manager
From: Junior Marquez, Public Works Foreman
Through: Scott Williams, Public Works Director
Subject: Purchase Order Authorization for Walk-Behind Saw

The Public Works Department is requesting the approval of a purchase order in the amount of Five Thousand, Eight Hundred Ninety-Nine dollars (\$5,899.99) to Northern Tool & Equipment, for the purchase of a Walk-Behind Concrete Saw.

The purchase of the saw was approved in FY14-15 Budget. The saw will be utilized to make utility cuts in street, curb and gutter and sidewalks to affect repairs and replacement.

Please find the three attached quotes supporting the recommended purchase from Northern Tool & Equipment in the amount of (\$5,899.99) from Acct No: 200-5-201-486.

A handwritten signature in black ink, appearing to read "S. Williams", enclosed in a simple oval shape.

Scott Williams, Public Works Director

TOWN OF PANTEGO

1614 S. BOWEN
 PANTEGO, TEXAS 76013

No. 1700

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 TOOL & EQUIPMENT
 P.O. Box 1499
 BURNSVILLE MINNESOTA 55337

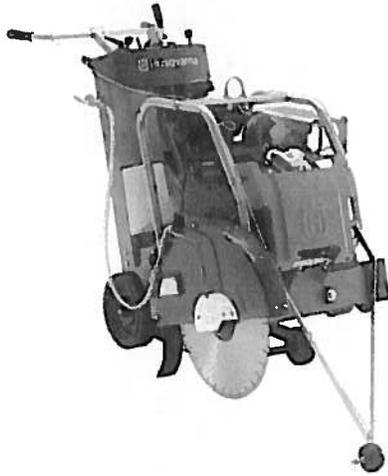
SHIP TO P.W. - Town of Pantego

DATE		ACCT #	DEPT.		
2-12-2015		200-5-201-486.00	Public Works		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
1		WALK-BEHIND SAW - 20" FS 520 #33888 - item - Honda engine # GX630 37.5cc 2620 RPM - 7 5/8" Cutting depth	5899 ⁹⁹	1	5899 ⁹⁹
				TOTAL	5899 ⁹⁹

[Signature]

[Signature]

APPROVED BY



20In. FS 520 Walk-Behind Concrete Saw

Item# 33888



Only \$5899⁹⁹

Factory Shipped —
Estimated Delivery: 5 - 7 Business Days
Ships Truck 580.0 lbs
[Unloading Requirements](#)

Not Available in Stores



Be the first to [write a review](#)

Product Summary

The FS520 is a great option for higher production on medium to small service work and repair jobs on asphalt or concrete. Ideal for plumbers, Concrete contractors, electricians and any other work where cutting of concrete or asphalt is necessary.

What's Included

(1) Saw (1) Blade wrench

Features + Benefits

- Self-propelled saw is perfect for repairing or removing driveways and sidewalks, cutting openings for plumbing and electrical work and more
- Honda engine Model# GX630: 37.5cc; 2620 RPM
- 7 5/8in. cutting depth
- Blade (not included) can be mounted on either side of saw when necessary
- Hydrostatic transmission for smooth forward and reverse
- Hour meter for scheduling maintenance
- All saw controls are on control panel for ease of use and safety
- Emergency kill switch
- Height adjustable handle bars for comfort
- Blade not included
- Water tank (Item# 123321) sold separately

Key Specs

Item#	33888	Blade Speed (RPM)	2,600
Ship Weight	580.0 lbs	Arbor Size (in.)	1
Volts	12	Cutting Depth (in.)	7 5/8
Engine Displacement (cu. in. (cc))	37.5	Blade Diameter (in.)	20
Speed (RPM)	3,600		

Login Wishlist Order Status 0 Items in Cart

Search:

Tel: 800-242-4424
999 Goodale Blvd Columbus, OH 43212

HOME MANUFACTURERS CATEGORIES PARTS REPAIRS RENTALS ABOUT CONTACT US

DIAMOND WALK BEHIND SAW - CORE CUT

Home > Gas Power Tools > Gas Saws & Cutting Tools > Diamond 18HP Honda 20" Concrete Saw CC1820HXL-S 53351

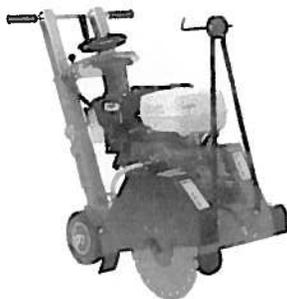
DIAMOND 18HP HONDA 20" CONCRETE SAW CC1820HXL-S 53351

Email this product to a friend
Like Tweet

Regular Price: \$7,147.00
On Sale For: \$6,074.95
Shipping Weight: 670lb

Quantity:
Add to Cart Add to Wish List

- Diamond Products
- Financing is available. Click here for details.
- Walk Behind Concrete Saw
- 18 HP Honda engine GX620.
- 20" blade capacity
- Large saw features in a easily maneuverable saw
- Updated handle design with four rubber grips
- Screw feed raise and lower mechanism
- Self Propelled transmission
- Maximum cutting depth 7-5/8" with 20" guard
- Handle adjusts to operators height
- Left or right side sawing
- Saw Height with Handlebar 42"
- Minimum Length Pointer Up 36"
- Maximum Length Pointer Down 72"
- Saw Height w/o Handlebar 36"
- Frame Width 16"
- Frame Length 30-5/8"
- Saw Width 22-3/8"
- Front Axle Center Length 10-5/8"
- Rear Axle Center Length 12"
- Wheel Base Length 15-7/8"
- Blade Shaft Maximum Height 13"
- Other Options Available: electric, hydraulic power, push



[View larger image](#)

Shipping Estimator
* Shipping estimate for US only

State/Province:
AA (Armed Forces Americas)

Zip:

Shipping Estimate:
Enter Postal Code

Narrow Your Search

Category:

- Electric Tools (937)
- Inspection & Locating (92)
- Concrete Core Drills (86)
- Laser Levels (83)
- Hydraulic Pumps (80)
- Compaction Equipment (78)
- Concrete/Masonry Saws (73)
- Metalworking Tools (7)
- Woodworking Tools (7)
- Tool & Jobsite Storage (67)
- more

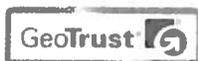
Brand:

- Freud Tools (99)
- FallTech (93)
- Wilton (93)
- Multiquip (91)
- Amflo Hoses (9)
- Gearwrench Tools (9)
- Porto Power Sets (9)
- Current Tools (85)
- Wright Tool (810)
- Armstrong Industrial Hand Tools (8)
- more

Price:

- Less than \$100 (4500)
- \$100 to \$200 (1218)
- \$200 to \$500 (1619)
- Greater than \$500 (2879)

parts repairs rentals about contact shipping payment returns privacy jobs



CATEGORIES

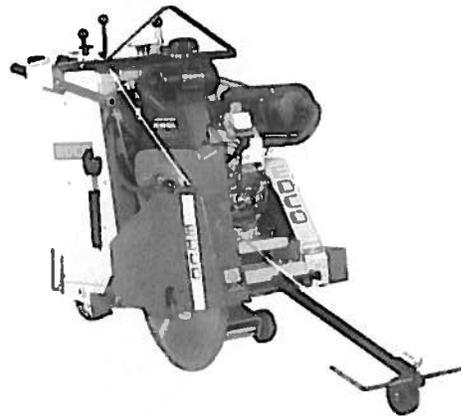
8310 EDKO SS 20 SELF-PROPELLED 20" CONCRETE SAW

Free Ground Shipping
on orders over \$99
 thru December*

Click here for
LIVE HELP

Home Search Go

- Tile & Stone Tools
- Concrete & Masonry Tools
 - Concrete & Masonry Saws
 - Gas Cut-Off Saws
 - Electric, Air, & Hydraulic Cut-Off Saws
 - Push Walk-Behind Concrete Saws
 - Self-Propelled Walk-Behind Concrete Saws
 - Green Concrete Saws
 - Masonry Block Saws
 - Masonry Brick Saws
 - Concrete Saw Parts & Accessories
 - Masonry Saw Accessories
 - Diamond Blades
 - Concrete & Mortar Mixers
 - Core Drill Equipment
 - Diamond Core Bits
 - Surface Preparation Tools
 - Compaction Equipment
 - Power & Manual Screeds
 - More Concrete & Masonry Tools
- General Tools
- Shop by Brand
- Customer Service
- Specials & Recommendations



[Click Here to See Product Demo](#)
[Click Here to Download Manual](#)

Price: \$5,349.78

Shipping Cost: Free

* Edco SS-20 SS-20-20H Gas < select size for price

1

[Click Here for Shipping Policy](#)

This Item Requires Truck/Freight Delivery
[CLICK HERE FOR MORE INFO](#)

DESCRIPTION PRODUCT REVIEWS

Edco SS-20 Self-Propelled 20" Flat Saw

Ideal for highway, road and bridge deck repair. Ideal for utility installation and/or traffic loop installation.

- Electric option available
- Compact size
- Economical saw cuts straighter, providing longer blade life
- Friction-drive rear axle prevents operator from overdriving blade
- Console mounted controls are within operator's easy reach.
- Easy rolling, 8" x 2" rear drive wheels and 4" x 2" front wheels.
- Stress proof, precision-machined, 1-3/4" steel arbor shaft.
- Includes electric start, 12-volt battery and heavy-duty 15 Amp charging system.
- Swing-away, rear 3-gallon fuel tank
- Screw-type depth control w/ lock guarantees accurate cutting
- 4 Belts, 3VX cog belt drive delivers power smoothly from engine to arbor shaft.
- Dimensions - 46" x 25" x 39"

Edco SS-20 Self Propelled Concrete Saw Specifications

Model	SS-20-10B	SS-20-20H	SS-20-25P
Power	10 hp, 3-phase 23/11.5 amps	20 hp	25 hp
Power Source	Electric - 230 V	Gas	Propane
Blade Capacity	20 in	20 in	20 in
Cutting Depth	7-5/8 in	7-5/8 in	7-5/8 in
Arbor	1 in	1 in	1 in
Blade RPM	2,835	2,760	2,760
Weight	478 lbs	458 lbs	498 lbs



RELATED ITEMS



7798 Husqvarna .375" Millenium F810C Diamond Blades



7797 Husqvarna .315" Millenium F720C Diamond Blades



7145 Husqvarna Banner Line Blue 200B Series Blade

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Subject to credit approval. See terms. © 2014 PayPal Inc.



Pantego Police Department

To: Matt Fielder, City Manager
From: Barry Reeves, Assistant Chief of Police *BR*
Through: Tom Griffith, Chief of Public Safety
Date: February 17, 2015
Re: Motorcycle Lights

I am requesting the purchase of an approved budget item for new lights for the two department Motorcycles. During the budget process, the quoted amount for new equipment for two new motorcycles was \$7,148.

With the approval of the extended year lease for the motorcycles the department current has, the cost for new lights will only be \$2,375.44. (Additional items will need to be purchased in the future if or when "new" motorcycles are leased).

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1701

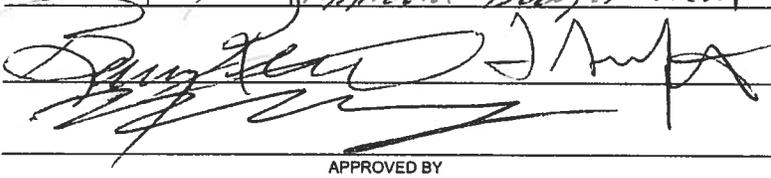
INSTRUCTIONS TO VENDOR

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 Defender Supply
14535 Industrial Park
Aubrey, Tx 76227

SHIP TO

DATE		ACCT #	DEPT.			
2/17/15		300-5-140-480.00	PD			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		Light package for (2) motorcycles.			2,375	44
					TOTAL	2,375 44

Approved by item

 APPROVED BY



DEFENDER SUPPLY

Date	2/17/2015
Estimate By	Mike Hewitt
	mike@defendersupply.com
	(903) 564-5641



Bill To
Pantego Police Department 2600 Miller Ln. Pantego Tx 76013 8175485856-Accounts Payable

Customer Contact	
Customer Phone	8175485856
Customer E-mail	ccharboneau@town...
Estimate #	10714

Item	Description	Qty.	Cost	Total
WH-2EB00ZCR	Whelen PAR 32-36 TIR6 Super LED 4" round Beam Lighthouse - BLUE w/ Clear Lens	2	103.74	207.48
WH-2ER00ZCR	Whelen PAR 32-36 TIR6 Super LED 4" round Beam Lighthouse - RED w/ Clear Lens	2	103.74	207.48
WH-DP4RRBB	Whelen Dominator 4 PLUS Red Blue - 6 LED's /Module	2	356.25	712.50
WH-DBKT4	Whelen Dominator 4" Brackets	2	13.11	26.22
Misc	M2WR Whelen M2 LED, Red	2	94.62	189.24
Misc	M2WB Whelen M2 LED, Blue	2	94.62	189.24
Misc	M2KTHD1 License Plate Bracket	2	21.76	43.52
WH-LINZ6R	Whelen LINZ6 LED Light - Red	4	84.93	339.72
WH-LINZ6B	Whelen LINZ6 LED Light - Blue	4	84.93	339.72
WH-RBKTHD6	Fog Light Bracket for LINZ6	4	12.83	51.32
Shipping	Shipping	1	69.00	69.00

Final sale amount may be subject to state and local sales tax.

Emergency Equipment Total	\$2,375.44
----------------------------------	-------------------

SIGNATURE _____



PANTEGO FIRE DEPARTMENT

MEMO #: 000

To: City Manager Matt Fielder
From: Assistant Chief Robert Coker
Through: Chief Thomas Griffith
Subject: Request to expend funds
Release Date: 02-11-2015

I am requesting approval to expend \$1,975.00 for the Fire Department annual physical assessments. The assessments will be performed at University of Texas at Arlington, Kinesiology Department. Each Firefighter will have the following test performed a stress test, body composition, strength assessment, flexibility, and blood work. Firefighters will also have an evaluation performed with a licensed Medical Doctor. The Doctor will review the results of the assessment with each individual. This line item was approved in the 2014/ 2015 budget.

Cc: A. Carmona

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1702

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 WTA, Arlington

SHIP TO Pantego Fire,

DATE		ACCT #	DEPT.		
2-17-15		100-5-150-771.00	Fire		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		Annual Physical Assessments			
		Budgeted			

TOTAL 1,975.00

Robert Coker *[Signature]*

APPROVED BY



**PANTEGO FIRE
DEPARTMENT**

MEMO #: 000

To: City Manager Matt Fielder
From: Assistant Chief Robert Coker
Through: Chief Thomas Griffith
Subject: Request to expend funds
Release Date: 12-17-2014

I am requesting to expend funds in the amount of 14,615.95. This amount will be used to purchase the Lucas device that was approved in this year's budget.

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

Cc: A. Carmona

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1703

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. Municipally Tax Exempt
Entity I.D. #75-1291097

TO *Physio-Control Inc*
11811 Willows Rd. NE
Redmond, WA 98073-9723

SHIP
TO

DATE		ACCT #	DEPT.		
12-17-14		300-5-150-480.00	Fine.		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		Lucas 2 unit - with Back Plate. Carrying bag			12,755.60
		Two Patient Straps, Stabilization Strap			
		3 suction cups 1 Rechargeable Battery			
		One year Warranty			
		Lucas 2 Battery Charger			905.25
		Lucas 2 Battery			571.20
		Lucas 2 Car Cable 12V			107.10
		Lucas Back Plate Griptape			91.80
<i>Budgeted.</i>					
				TOTAL	14,615.95

[Signature]
[Signature]

APPROVED BY



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To: Assistant Chief Robert Coker
 Pantego Fire Department
 1614 South Bowen
 Pantego, TX 76013
 Phone: (817) 274-1384
 rocker@pantegofire.com

Quote#: 1-271002615
Rev#: 2
Quote Date: 12/11/2014
Sales Consultant: David Atkinson
 800-442-1142 x 72438
FOB: Redmond, WA
Terms: All quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 02/01/2015

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99576-000024 - LUCAS 2, 2.2 Chest Compression System Includes LUCAS 2 unit with Back Plate, Carrying Bag, Two (2) Patient Straps, Stabilization Strap, 3 Suction Cups, 1 Rechargeable Battery and Instructions for Use. One year warranty.	1	\$14,495.00	\$1,739.40	\$0.00	\$12,755.60	\$12,755.60
2	11576-000060 - LUCAS 2 BATTERY CHARGER,MAINS PLUG,US-CAN-JP	1	\$1,065.00	\$159.75	\$0.00	\$905.25	\$905.25
3	11576-000039 - LUCAS 2 BATTERY	1	\$672.00	\$100.80	\$0.00	\$571.20	\$571.20
4	11576-000048 - LUCAS 2 CAR CABLE 12V	1	\$126.00	\$18.90	\$0.00	\$107.10	\$107.10
5	11576-000053 - LUCAS BACK PLATE GRIP TAPE 3-PACK	1	\$102.00	\$10.20	\$0.00	\$91.80	\$91.80

SUB TOTAL \$14,430.95
ESTIMATED TAX \$0.00
ESTIMATED SHIPPING & HANDLING \$185.00
GRAND TOTAL \$14,615.95

Pricing Summary Totals

List Price: \$16,460.00
 Cash Discounts: - \$2,029.05
 Tax + S&H: + \$185.00

GRAND TOTAL FOR THIS QUOTE \$14,615.95

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: BV/14607401/1-4HCIW6

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



**PANTEGO FIRE
DEPARTMENT**

MEMO #: 000

To: City Manager Matt Fielder
From: Assistant Chief Robert Coker
Through: Chief Thomas Griffith
Subject: Request to expend funds
Release Date: 02-11-2015

I am requesting approval to expend \$2,103.98 for the purchase of firefighting equipment approved in the fire department annual budget. The Stihl TS420 14 inch K 12 cutoff saw will be purchased with diamond and abrasive cutting blades.

Cc: A. Carmona

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1704

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 Foreman's Inc
3801 Colleyville Blvd.
Colleyville, Tx 76034

SHIP TO Pantego Fire.

DATE ^{Vt} 2-11-15		ACCT # 100-5-150-486			DEPT. Fire Dept.					
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT					
ORDERED	RECEIVED									
		Stihl TS420 14 Inch K 12 Cutoffsaw								
		Budgeted								
 APPROVED BY								TOTAL		2,103.98



AGENDA BACKGROUND

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

Date: February 23, 2015

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

Minutes from Town Council and Pantego's various Boards and Commissions.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends the approval of the minutes as presented.

ATTACHMENTS:

Town Council minutes from February 9, 2015

PEDC minutes from January 14, 2015

PEDC minutes from January 28, 2015

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

Town Council Minutes
February 9, 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 9th day of February 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
Scott Williams
Tom Griffith
Barry Reeves
Thressa Householder

City Manager
City Secretary
Town Attorney
Finance 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 6:40 p.m.

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

1. City Manager Report

Mr. Fielder informed Council one of the police officer positions and the support specialist position has been filled. The anticipated start date for the support specialist is February 23rd and the officer will start on February 16th.

Mr. Fielder informed Council he met with April Coltharp with Flair Events. She has implemented an Early Bird Special attempting to get vendors to sign up early. They met with Barbara Brown and are waiting on the final approval for the use of her parking lot. Mrs. Coltharp has also been working on band availability with hopes to have a list at the next council meeting. There are still some pending items before they can finalize a budget.

Mr. Fielder shared a Thank You letter from Mrs. Siddens to Council.

2. Monthly Staff Reports

Council discussed the Infrastructure Fee revenue and the Certificate of Transparency with Mrs. Carmona. Council inquired about the function of the trauma packs with Public Safety Chief Griffith. Council discussed the sink hole on Pioneer Parkway, animal control, AT&T damaging the sewer line, and re-keying the well locks with Mr. Williams. Council suggested placing the information regarding the transparency in the next newsletter. Mrs. Carmona clarified the financial reports that will be on the website allowing residents to review the information.

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

Council asked about the purpose for the Open DNS and was informed this is a form of software protection for the computers.

Council inquired on the necessity of the work performed by Siddens Martin as outlined in the purchase order. They were informed this is necessary maintenance for the vehicle every few years.

Council clarified the uniforms for the Fire Department are custom fitted to the person wearing the uniform and some were replaced due to damage.

Council inquired on the Square One maintenance agreement and requested staff to determine the life expectancy and the cost of a replacement machine.

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, 2015

Council would like to change the second sentence to “referencing the comprehensive plan” in the December 15, 2014 minutes. There was a correction to item number 7 in the work session of the January 28, 2015 minutes to reflect a ground storage tank instead of elevated storage tanks and in Matt O’Neils comments on item number 8 of the regular comments to reflect a deadline for completion and suggested a charge for missing the deadline.

Acceptance of Minutes of Boards and Commissions:

- CRB minutes from January 6, 2015

Mayor asked Mr. Fielder to clarify the comments within the Community Relations Board minutes regarding Christmas 2013 and the Board being over budget. Mr. Fielder informed Council the Board is over Budget and there was discussion at the meeting regarding late fees for the Christmas 2013 events. However, there are a variety of reasons the Board is over their budget and the late fees were minimal. The highest cost was the \$1,800 for stocking stuffers.

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.

Mrs. Householder presented this item to Council and reminded them there was an ordinance at the last meeting allowing the Town to hire an attorney to collect the revenue that is 24 months past due. This item is a resolution authorizing the City Manager to enter into a contract for the collection of this revenue and an additional collection fee charge of 30% to the defendant. There was discussion on

Town Council Minutes
February 9, 2015

section 2 and the firm assessing the fee. Mr. Jeffrey explained he has changed this section to reflect the Court collection of the money and then the payment to Perdue. Mrs. Arrington displayed the revised resolution on the projection screen for Council to review the changes. There was discussion on the use of the word attorney instead of the plural attorneys or a firm. Mr. Jeffrey's informed Council this is the language used within the State statutes and when they hire an attorney they are also hiring the firm associated with the attorney. There was clarification regarding who is responsible for the additional costs for the software and upgrades. Council requested Mr. Jeffrey's to modify the agreement to match the Request for Proposal clause on upgrades and software. There was clarification on the last sentence of Section IV discussing the 60 days past due and the 30% additional fees that are collected by Perdue from the Defendant. Mrs. Householder assured Council Perdue will not collect money from the defendants.

Mayor Paradise adjourned the work session at 7:29 p.m.

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

Mayor Paradise called the regular session to order at 7:36 p.m. and welcomed the audience and thanked them for coming tonight.

Mayor Paradise 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 stated it is nice to have the first responders here in the audience.

Councilmember Funderlic agreed and stated it is a pleasure to see the first responders and the police officers at the meetings. He appreciated them for their dedication and service to the Town.

Councilmember Barrett stated it was nice to see such a nice crowd this evening and welcomed the police officers.

Councilmember Adair stated it is great to see everyone here including the first responders and he appreciates the great job they do for us.

Mayor Pro-Tem Brewster welcomed everyone here, appreciates staff and Council working together, and the first responders for the job they do. The last week and a half he has become a granddad.

Mayor Paradise welcomed the family members and appreciates the support they give to the employees. She recognized how hard it is for the families. The first responders risk their lives every day and it does not go unnoticed. She gave congratulations to Chad Joyce, the Community Development Director, and his wife for their new baby born today.

HONORS/RECOGNITIONS

Mayor Paradise called Assistant Chief Reeves and Chief Griffith to the front of the Dias. Assistant Police Chief Reeves discussed his future goals for the Pantego Police Department and the services provided. He introduced Officer Marquez who has been with the department for just under 4 years and is the main training officer. He stated Corporal Marquez receives rave reviews from his peers who complete training with him. Mrs. Marquez pinned the Corporal badge onto Officer Marquez. Chief Griffith discussed Corporal Marquez' accomplishments and his leadership abilities.

Assistant Police Chief Reeves introduced Detective Whitwell who has been a detective for three years with Pantego. He discussed the responsibilities of a detective and staying on task. The detective position is one of the toughest positions in that they work closely with other agencies as well as Pantego. The

official title of Sergeant is well deserved and should have taken place long ago. Integrity and doing what is right is very important as a detective. Mr. Whitwell, his father, pinned the Sergeant badge on Detective Sergeant Whitwell in memory of his brother who was killed in the line of duty in Tennessee as an officer. Chief Griffith stated all the work of the other officers would not be admitted into court and defendants would go free if not for Detective Sergeant Whitwell who is responsible for organizing and coordinating the evidence to the protocol the County DA wants to ensure convictions.

Mayor Paradise recessed the council meeting at 7:49 p.m. for a reception.

Mayor Paradise reconvened the meeting at 8:13 p.m.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed the Board the last CRB meeting was Tuesday, February 3rd and they reviewed the 2015 summer events. Easter will be held on Saturday, April 4th from 2:30-4:30 p.m. The events will include an egg hunt, the train, sack races, egg toss, face painting, balloon animals, scavenger hunt, and crafts; such as painting flower pots, and refreshments. The Memorial Day event will be on May 25th at the Bicentennial Park at 7:00 p.m. and they are having an essay contest again this year for students in the 76013 zip code with a guest speaker. The next Movie Night is June 13th and will be the second Saturday of every month from June to September. The movies are still undecided at this time. The next CRB meeting is Tuesday, March 3, 2015 at 7:00 p.m.

Pantego Youth Leadership Council

Mayor Paradise informed the Council PYLC will meet on the third Tuesday of the month, next Tuesday, and will continue their exercise and discussion on constructive arguments, persuasion, and being open minded.

PEDC REPORT

Councilmember Adair informed the Council the PEDC Board discussed the 303 corridor regarding ways to improve business development in that area and discussed the park regarding painting, pads on the playground, and volleyball courts. Staff was directed to obtain cost estimates to these repairs to the park. The Board also discussed a Texas Parks & Wildlife grant Pam Mundo will pursue for the Board. He explained the grant is a matching grant and the cost the Board is considering is \$100,000.00 total with a 50/50 match.

CITIZENS OPEN FORUM

None.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Surratt made a motion to remove Consent Agenda item Purchase Order 1690 for the Northern Trinity Groundwater District for a separate discussion. Councilmember Barrett 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.

Town Council Minutes
February 9, 2015

Councilmember Surratt informed the Council he wanted to remove this item for discussion and is displeased in the expenses paid by the Town. He does not want to continue to pay this fee without giving staff the needed direction to get a pass through fee on the water bills allowing the Town to stop taking the expense out of the budget when it is not accounted for. There was clarification on the six month payment cycle. Mr. Fielder discussed performing the water rate increase and the pass through fee at the same time then the residents will not be hit twice with an increase in one year. This discussion will be on the next agenda.

Councilmember Surratt made a motion to approved purchase order 1690. Councilmember Funderlic seconded the motion.

The vote was as follows:

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

Nayes: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

Councilmember Funderlic made a motion to approve agenda items 1 through 4 as discussed with the corrections to the minutes in item 4 and authorizing the City Manager, or his designee, to enter into an agreement and payment for purchase orders 1684 and 1691. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

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

Nayes: None.

Abstentions: 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 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.**

This item was discussed during the work session. Mr. Fielder informed Council during the break Mr. Jeffrey's made the requested changes to the contract and verified the use of a private attorney within the caption and the contract matches the state statute. Ms. Arrington pulled up the modified resolution 15-02 on the projection screen advising Council section 2 was the only item changed in the resolution. There was clarification on the changes from the resolution included in the packet. Mr. Fielder disclosed to Council his father is the Fielder in this firm's name; however, he retired several years ago and no longer has any business with the firm.

Councilmember Adair made a motion to approve resolution 15-02 including the changes to section 2 and the contract as discussed. Councilmember Surratt seconded the motion.

Councilmember Funderlic suggested the City Manager send an email to Council informing them of the changes prior to the Council meeting.

The vote was as follows:

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

Nayes: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

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.

Assistant Police Chief Reeves introduced this item advising Council this is part of the new radio system. He has addressed authorizations with other cities to obtain use of their channels for the new radio systems. The City of Fort Worth is requiring all municipalities to be under contract. There is no money exchange just an agreement that the Town can use the channels needed. Most of the channels will be encrypted with some encryptions changing regularly. Each time the encryption is changed the departments are required to have all radios re-programmed to the new encryptions. Fort Worth will hold the operations channel that will allow all departments to speak to one another. All dispatch offices will be required to monitor this channel. If one city needs to talk to another they will do so through this channel. This gives the departments the capability to receive quicker mutual aid from other cities.

Council clarified there are not costs associated with the contract as is mentioned in several areas of the contract and the mentioning of a key in the contract is the same as the encryption Assistant Chief Reeves discussed. Assistant Chief Reeves explained the encryption is the key and the Town does not have to pay Fort Worth for the use of the channel. The Town will only pay if re-programming of the equipment is needed. He advised Council this is the same agreement for all towns involved. Council inquired if there is a similar agreement for Arlington. Chief Griffith stated the Town has an agreement with Arlington but it is old.

Mayor Pro-Tem Brewster made a motion to approve Resolution 15-03 as written and discussed. 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.

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.

Council discussed their displeasure with the fact there is not an Alan Plummer Associates, Inc representative attending the council meetings for the last three months to discuss the contract and has contract authority. Mr. Mosley can speak to the contract but not versed in the project. Council clarified their insurance coverage amounts. Mr. Moseley agreed to waive the 10% markups on direct expenses and give pass through costs only. Item number 7 under the General Terms and Conditions will be removed per State statutes municipalities have 30 days to pay on invoices. Also item 15(e) will be removed municipalities are exempt from the 2 and 4 years for contract claims clause. Council and Mr. Moseley agreed the project would be completed in less than a year; therefore, the annual salary increase does not apply.

Mr. Fielder informed Council the Critical deadline is September 20' 2015. Mr. Moseley suggested working through the bid phase and then work out the contract for the construction phase. Mr. Moseley offered a discount on bid publications to get this project moving. Council mentioned having the hours and rates included on the estimate of the job and the backup supporting the invoices. Mr. Moseley stated he can provide the estimated hours and rates on the job; however, the supporting documentation with the invoice will depend on the type of contract. If it is a project contract then it will be a lump sum invoice. If it is a time and material contract it will be broken out to the number of hours

on the task. He typically does construction contracts with time and material. There was discussion on the savings of separating the projects. Mr. Fielder informed Council he anticipates more unforeseen circumstance with this project than the streetscape project. He recommended proceeding with this project due to the many details staff still has to work out for the streetscape project. There was discussion on the number of submittals and the cost of the submittals.

Councilmember Funderlic made a motion to authorize the City Manager to enter into a contract with Alan Plummer Associates for additional bidding services for the Park Row Water Main Line extension as outline in their proposal in the amount of \$6,647 with the modifications to their Standards Terms and Conditions as discussed during the meeting. Councilmember Barrett seconded this motion.

Councilmember Adair clarified the \$3 discrepancy of the overall costs in two different supporting documents and Mr. Moseley agreed to the \$3 loss.

The vote is as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

Council requested a target date for bidding of the project.

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

Patrick Moseley with Alan Plummer Associates, Inc. presented this item and informed Council he believes there is no real advantage to disassembling the motor. He went back to the well and reviewed the information. He has verified through calculations, discussions with Franklin, and historical information on the well that the motor leads are fine. He is still determining through calculations and conversations with the manufacturer if the DVTD filter that reduces voltage spikes is still functioning properly for the Town's system. He informed Council there are grounding issues that need to be addressed on the well. Mr. Moseley stated the situation now is the leads are fine, he is still working on some calculations on the filter, Brian is working on the booster pump, and Sarah is working on where to put this water for a long term solution. Council requested to have Brian and Sarah at the next Council meeting with Mr. Moseley. He confirmed everything is functional, the reactor may need to be changed, and the grounding issues will show up in strange ways. Mr. Fielder stated he is waiting on more information regarding the grounding, acquiring a back up pump, and a cost estimate at the next meeting for the rehabilitations and cleaning of the well.

Mayor Paradise adjourned the council meeting for the executive session below at 9:39 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 deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee - Discussion of Board and Commissions appointments](#)

Mayor Paradise reconvened the council meeting at 9:52 p.m.

Mayor Paradise declared there was no action taken on the executive session item.

Town Council Minutes
February 9, 2015

COUNCIL INQUIRY

Councilmember Surratt requested Mr. Fielder to ask Chief Griffith to have information on the seven minute response time to the Chicken Express structure fire in his next staff report and possibly a backup plan for a similar situation in the future.

Mr. Fielder reminded Council Town Hall will be closed on Monday, February 16, 2015 due to President's Day.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 9:55 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Pantego Economic Development Corporation
January 14, 2015

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

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 14th day of January 2015 with the following members present:

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

Absent:

None.

Constituting a quorum. Staff present was:

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

Also in attendance:

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

President Brown called the meeting to order at 6:32 p.m.

INVOCATION

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

PRESIDENT'S COMMENTS

None.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

Director Surratt welcomed the several businesses that were in attendance.

REGULAR BUSINESS

1. Executive Director Report

Mr. Fielder informed the Board that Mr. Joyce met with Dairy Queen who are under contract with

Pantego Economic Development Corporation
January 14, 2015

the owner of the old Del Taco building and are moving forward. There is a contract for a 10,000 square foot dollar store in Westbury Square. The Chop House Burgers will move into the former Chop House Steaks location and is expected to open February 1st.

Mr. Fielder informed the Board he attended a Chamber Foundation Board meeting and the topic was the Christkindl Market. The Chamber stated it did turn a profit this year. Director Surratt discussed the uniqueness of the Market and things he encountered when he attended the Market.

Mr. Fielder updated the Board on the Park Row Project letting them know Council still has questions and is still working on this item.

2. Approval of PEDC Minutes

- **December 10, 2014**

No comments.

Director Surratt made a motion to approve the PEDC minutes dated December 10, 2014 as presented. Vice President Lakey seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

President Brown declared the motion passed unanimously.

3. Summary of Revenues and Expenditures

- **January 14, 2015**

No comments.

Secretary Adair made a motion to approve the expenditures as presented. Director Springer seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

President Brown declared the motion passed unanimously.

CITIZEN'S OPEN FORUM

None.

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

4. Presentation of the Business Christmas Light Contest Winners

- **1st Place** **Pantego Bakery and Bistro, 2304-21 W. Park Row**
- **2nd Place** **Camp Thurman, 3001 Sarah**
- **3rd Place** **All Paw's Grooming & Pet Sitting, 2224 W. Park Row #F**

**Pantego Economic Development Corporation
January 14, 2015**

President Brown presented the winners of the Business Christmas Light Contest in each category listed above with their certificates and awards.

5. Discuss, direct, and consider action on an update regarding a Focus Group conducted by the Arlington Chamber of Commerce for the Pantego Business Council.

Mr. Fielder gave a brief update on the focus group informing the Board that 20 businesses were invited but only five attended. There was discussion on how to engage Pantego Businesses and acquire Arlington shoppers while keeping the identity of Pantego. Mr. Lewczyk with the Arlington Chamber of Commerce will prepare a written summary of the meeting. The focus group discussed opportunities to work together to market their businesses; such as joint marketing advertisement with shared costs. There was discussion on inviting the property owners as well as the business owners and how the businesses were chosen to receive invitations. Mr. Fielder informed the Board there was no representation from the businesses located on Pioneer Parkway and the businesses that were chosen had participated in some form of government; such as attended meetings or made comments regardless of positive or negative. There was discussion on marketing to Arlington due to the number of customers from Arlington and the businesses needing to lead the effort of the focus group. Pantego Bakery & Bistro owner and Margie with All Paws would like to be a part of this focus group.

6. Discuss, direct, and consider action on an update regarding the Pantego Town Survey.

Mr. Fielder presented and discussed the results of the University of Texas at Arlington Survey power point that was presented to Council in November. He explained the survey was conducted through Survey Monkey online and they had a booth at PantegoFest 2014. He focused more on the business results and informed the board there were 20 businesses that answered the survey.

7. Discuss, direct, and consider action on an update regarding PEDC Loan repayments.

Mr. Fielder informed the Board he met with the owner of Boutique U. The owner stated there was a landlord issues but she is committed to repaying her obligation to PEDC. The Board discussed sending a polite late notice after 60 days due and an attorney letter after 90 days due to the various businesses that become late in their repayments. Mrs. Carmona informed the Board she normally sends a quarterly letter and the notices went out recently to these businesses.

PEDC MEMBER INQUIRY

None.

ADJOURNMENT

President Brown adjourned the regular session at 7:38 p.m.

APPROVED:


Bill Brown, President

ATTEST:


Fred Adair, Secretary



Pantego Economic Development Corporation
January 28, 2015

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 28th day of January 2015 with the following members present:

Bill Brown	President
Danny Lakey	Vice-President
Fred Adair	Secretary
Stephanie Springer	Director
Don Surratt	Director

Absent:

Arsalan Gittiban	Treasurer
Gloria Van Zandt	Director

Constituting a quorum. Staff present was:

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

Also in attendance:

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

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

INVOCATION

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

PRESIDENT'S COMMENTS

None.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

1. Executive Director Report

Mr. Fielder informed the Board the strategic planning session with Council has been postponed until after the upcoming election.

Mr. Fielder has attempted to meet with a contractor from Buy LED's for the arch lighting. The

Pantego Economic Development Corporation
January 28, 2015

contractor is securing the equipment for the demo from the manufacturer and will contact Mr. Fielder when they can meet.

Mr. Fielder discussed the new businesses opening in Pantego. He stated Chop House Burgers will move in February 1st to the Chop House Steak Location. There is a shoe store moving in at 303 & Bowen. The Board inquired about Dairy Queen and was informed they have spoke to Mr. Joyce regarding the Town requirements to implement into their construction plans. The Board asked about the Family Dollar plans. Mr. Joyce stated the re-plat of the property will be on the March Planning & Zoning agenda.

2. Summary of Revenues and Expenditures

- **January 28, 2015**

There are no financials to approve at this meeting.

CITIZEN'S OPEN FORUM

None.

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

3. Discuss, direct, and consider action on Business Recruitment on Pioneer Parkway.

Mr. Fielder discussed the challenges for the Pioneer Parkway area; such as the property owners lack if interested in renting the available spaces. He would like the Board to discuss some marketing or public relations that can be done to encourage the property owners to attract businesses and be available for potential businesses. There was discussion on the type of businesses in the various different shopping centers and the involvement differences between the different property owners. The Board inquired on code enforcement regulations towards the property owners in forcing care and due diligence to the buildings. There was discussion on the different square foot costs of the shopping centers and which owners are in line with the average cost for this area. Mrs. Mundo informed the Board the Pecan Park Shopping Center is overpriced for this area, difficult to get a hold of, and does not give incentives to potential clients to attract their business. The Board discussed sending a letter to the owner of the property signed by President Brown informing them the Town has incentives to help them rent out spaces. There was discussion on the various available open spaces throughout all shopping centers located on Pioneer Parkway.

4. Discuss, direct, and consider action on an update on the Pantego Business Council.

Mr. Fielder reminded Council they discussed the focus group at the last meeting and several of the attendees were going to attend the Chamber Orientation. Director Springer informed the board there were a few businesses from Pantego that attended. She felt the Chamber catered to Pantego businesses and it was a good experience. Anything Goes is creating some flyer stands and will deliver them to various businesses in Pantego. There was discussion on getting businesses to attend the orientation to see what the Chamber has to offer.

5. Discuss, direct, and consider action on an update on Bicentennial Park Improvements.

Mr. Fielder reminded the Board there has been past discussions on park improvements. Due to some Public Work projects Mr. Fielder is going to take this project over. He has some contact information for companies that install the foam on the playgrounds. He expects to have cost estimates for these improvements next month. He informed the Board that Council received a request from a resident at the last council meeting to install a volleyball court at the park. There

was discussion on the type of court they would like; grass or sand. There was discussion on a splash pad. Mr. Fielder stated he has rough estimates for a splash pad at \$250,000 and suggested the Board begin to set aside money over the next couple of years to cover the cost. The board agreed the volleyball court would be a functional addition to the park and requested staff to obtain cost estimates for a sand volleyball court. There was discussion on how much of the installation could be done in house.

6. **Discuss, direct, and consider action on a Texas Parks & Wildlife Grant regarding the improvements to the Park to be prepared by Mundo & Associates.**

Mrs. Mundo explained the purpose for the grant and the expectations of the Texas Parks & Wildlife for the awarded grants. The application is due by close of business on March 31, 2015; the municipality is notified around August; and is a 50% match of the grant, up to \$75,000; with the Town having three years to match the funds. The Town is allowed to acquire, develop, renovate or redevelop the land or facilities. She discussed the various regulations of the grant required of the Town; such as the use of Texas native plants, and explained the key components should be based on the public need, expected use, harmonious with nature, an State approved Park Master Plan, and donations of various types; in kind, cash, etc. The Board inquired on the typical number of entries. Ms. Mundo is expecting 25-75 applications with 10 awarded grants. She informed the Board this is actually a five year project with the first year on the awarding of the grant, the second year is for the contracts and environmental impact studies, and the third year the construction begins. She explained the Texas Parks & Wildlife gives this grant annually and if not awarded this year she suggested perfecting the application for next year.

PEDC MEMBER INQUIRY

None.

ADJOURNMENT

President Brown adjourned the regular session at 8:06 p.m.

APPROVED:


Bill Brown, President

ATTEST:


Fred Adair, Secretary





AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a Resolution of the Town Council of the Town of Pantego, Texas, Authorizing the City Manager to enter into a lease agreement with Longhorn Harley Davidson of Grand Prairie, Texas, for the lease of two Harley Davidson Electra Glide motorcycles.

Date: February 23, 2015

PRESENTER:

Barry Reeves, Assistant Police Chief

BACKGROUND:

The current lease with Longhorn Harley Davidson of Grand Prairie regarding the two 2013 Harley Davidson motorcycle's expires on March 1, 2015. It is requested that the lease be extended on the same 2013 HD motorcycles for a one time in the amount of \$7,800.00.

FISCAL IMPACT:

Annual budget savings of \$1,800.00

RECOMMENDATION:

Staff recommends the approval to extend the current lease another year till March of 2016.

ATTACHMENTS:

Resolution 15-03
Memo Chief Griffith
Purchase Order 1705
Longhorn Harley Davidson Lease Agreement

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

RESOLUTION NO. 15-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH LONGHORN HARLEY DAVIDSON OF GRAND PRAIRIE TEXAS FOR THE LEASE OF TWO HARLEY DAVIDSON ELECTRA GLIDE MOTORCYCLES.

WHEREAS, the Town Council sees the need to furnish two motorcycles to the Pantego Police Department for traffic safety use, and the current motorcycle lease is in process of expiring; and

WHEREAS, the Town Council understands the advantage in leasing of the said motorcycles for another one year; and

WHEREAS, the Governing Body of Lessee has determined that the Lease Agreement is in the best interest of the Lessee for the acquisition of such equipment or other personal property.

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

Section 1: the Town Council authorizes the City Manager to enter into a 12 month lease extension agreement with Longhorn Harley Davidson of Grand Prairie, Texas.

Section 2: the Town Council authorizes the City Manager to pay an annual amount of \$3,900.00 per motorcycle as a one sum payment.

Section 3: the Town Council agrees and accepts the terms and conditions of the contract as presented by Longhorn Harley Davidson of Grand Prairie, Texas, in "Exhibit A" for the lease of two Harley Davidson Electra Glide motorcycles.

Section 4: this resolution is effective immediately upon passage.

PASSED AND APPROVED this the 23rd 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:

James T. Jeffrey, Jr., City Attorney



Pantego Police Department

To: Matt Fielder, City Manager
From: Barry Reeves, Assistant Chief of Police *BR*
Through: Tom Griffith, Chief of Public Safety
Date: February 17, 2015
Re: Motorcycle Lease

During the budget process, I requested two new motorcycles to lease through Longhorn Harley. The lease cost for new bikes are \$9,600 per year for a two year lease.

I am currently searching for the next motorcycle school for Officer Meinke and Officer Morgan. Due to the low amount of time the motorcycles have been utilized I was able to obtain an additional year lease on the motorcycles the department currently has on hand. The cost of the lease will stay the same as the last two years, \$7,800 for both motorcycles. I believe it would be a more cost effective way to accomplish getting officers certified. Therefore, I am requesting the amount of \$7,800 for the additional year lease agreement.

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1705

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 Longhorn Harley Davidson
2830. W. I-20
Grand prairie, TX 75252

SHIP
TO

DATE		ACCT #	DEPT.		
2/17/15		300-5-140-480.00	P/D		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
(2)		2013 Harley Davidson - Lease	3,900 ⁰⁰ x 2		7800 ⁰⁰
				TOTAL	7800 ⁰⁰

[Handwritten Signature]

APPROVED BY

COMMERCIAL LEASE

Longhorn Harley-Davidson 2830 W-120 Grand Prairie, TX 75052	SCHEDULE OF PAYMENTS										
VEHICLE LOCATION IF OTHER THAN BELOW: City of Pantego 1614 S. Bowen Rd Pantego, TX 76013	Monthly payments of \$ <u>325⁰⁰</u> EXCEPT AS OTHERWISE NOTED BELOW: <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> OTHER <u>One Sum Payment</u> <u>12 Month lease Extension</u>										
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1st MONTH'S PAYMENT</td> <td style="text-align: right;">\$ <u>3700⁰⁰</u></td> </tr> <tr> <td>SECURITY DEPOSIT</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>COMMERCIAL LEASE ACQUISITION FEE</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>OTHER</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$ <u>3700⁰⁰</u></td> </tr> </table>	1st MONTH'S PAYMENT	\$ <u>3700⁰⁰</u>	SECURITY DEPOSIT	\$ _____	COMMERCIAL LEASE ACQUISITION FEE	\$ _____	OTHER	\$ _____	TOTAL	\$ <u>3700⁰⁰</u>
1st MONTH'S PAYMENT	\$ <u>3700⁰⁰</u>										
SECURITY DEPOSIT	\$ _____										
COMMERCIAL LEASE ACQUISITION FEE	\$ _____										
OTHER	\$ _____										
TOTAL	\$ <u>3700⁰⁰</u>										
	PURCHASE OPTION (check one) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> FAIR MARKET VALUE										

VEHICLE DESCRIPTION						
New/Used	Year	Make & Model	Body Type	Vehicle Identification Number	Primary Use	Mileage of Odometer
Used	2013	HARLEY DAVIDSON FL HTP	MC	1HD1FMM160B64759	Business or Agricultural	5

Dear Lessee: Except We have written this lease in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated below. The words we, us, and our refer to the Lessor indicated below.

1. **LEASE AGREEMENT:** You agree to lease from us and we agree to lease to you, the vehicle listed above or on any schedule to this lease. You agree that, at our option, any schedule to this lease shall be considered a separate lease and the terms and conditions of this lease agreement shall also apply to any schedule. You promise to pay us the sum of all of the rental payments indicated above or on any schedule, which sum can be calculated by multiplying the number of payments times the payment amount indicated above or any schedule. The amount of each rental payment shown above or on any schedule is based on our estimated total cost of the vehicle including, if applicable, installation costs. The rental payment shall be raised or lowered, in a proportionate manner, if the actual total cost of the vehicle is greater than or less than the estimate, and you authorize us to adjust the rental payment by up to ten percent (10%) if it is necessary.
2. **ORDERING VEHICLE:** In the event that we have issued a purchase contract or order for the vehicle, you agree that the purchase order or contract is acceptable to you. If you have entered into a purchase contract for the vehicle, you agree to assign it to us, effective when we pay for the vehicle.
3. **NO WARRANTIES:** We are leasing the vehicle to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties made to us by the manufacturer or supplier. You understand and agree that the Vendor, its agents and employees are not agents of ours, nor are they authorized to waive or change any term or condition of this lease. **YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OF PROFITS YOU EXPECTED TO MAKE OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES.** If you have entered into a maintenance agreement with us with respect to the vehicle and the cost of such maintenance agreement is to be paid over the term, or portion of the term, of this lease, then you acknowledge that anyone to whom we assign this lease shall not be responsible for the service, repairs, nor maintenance of the vehicle, that such assignee is not a party to any such maintenance agreement, and even if you have a dispute regarding maintenance or service you will continue to pay such assignee all rental and maintenance payments due under this lease and all schedules to this lease.
4. **NON-CANCELABLE LEASE:** This lease cannot be canceled by you.

SEE ATTACHED FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

LESSOR: ACCEPTED: By: <u>[Signature]</u> Title: <u>Store Manager Police & Fleet Division</u> Date: <u>2/13/2015</u> Mailing Address: _____	LESSEE (FULL LEGAL NAME) _____ BILLING ADDRESS _____ CITY _____ COUNTY _____ STATE _____ ZIP _____ PHONE NO. () _____ DATE _____ Fed. ID No. or Social Security No. _____ Tax Exempt No. _____ (The undersigned certifies that the vehicle shall be used for business purposes and agrees that no modification to this lease will be effective unless made in writing and signed by both parties.) By: <u>X</u> _____ AUTHORIZED SIGNATURE TITLE PRINT NAME _____
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6. TERMS OF LEASE, COMMERCIAL LEASE ACQUISITION FEE: The lease term will start on the date that any vehicle is delivered to you or your agent ("the Commencement Date") and will continue until you have met all of your obligations under the lease. The payments of rent are payable periodically in advance as stated on the reverse side or on any schedule to this lease. The first payment is due on the Commencement Date. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day each period indicated on the reverse side. All payments will be made to us at our address on this issue, or at another address which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to use vehicle identification numbers and other identification data about the vehicle, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. On the Commencement Date of this lease and each schedule to this lease you shall pay to us a one-time administrative fee, not to exceed \$300.00, to reimburse us for our start-up administrative and recording costs.

7. ASSIGNMENT: You may not sell, transfer, assign or sublease the vehicle. We may, without notifying you, sell, assign or transfer this lease and ownership of the vehicle; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or setoffs that you may have against us. However, any such assignment, sale, or transfer of this lease or vehicle will not relieve us of our obligations to you under this lease.

8. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of the vehicle and have title to the vehicle. If any other person attempts to claim ownership of the vehicle by asserting that claim against you or through you, you agree, at your expense, to protect and defend our title to the vehicle. Further, you agree that you will at all times keep the vehicle free from any legal process or lien whatsoever, and you shall give us immediate notice if any legal process or lien is asserted or made against the vehicle. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the vehicle.

9. CARE, USE AND LOCATION; LOSS OF VEHICLE: You are responsible for keeping the vehicle in good working order and repair. You will keep the vehicle only at your address shown on the reverse side, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations to the vehicle without our prior written consent (which we will not unreasonably withhold). At the end of the term of lease, you will return the vehicle to us, at your expense. You are responsible for protecting the vehicle from damage, except for ordinary wear and tear and from any other kind of loss while you have the vehicle or while it is being delivered to you. In the event the vehicle is lost or damaged, so long as you are not in default under the lease or any other obligations to us, then you shall have the option to: (i) repair or replace the vehicle, or (ii) pay to us the then present value of both the unpaid balance of the remaining rent under the Lease and the present value of our residual interest in the vehicle (each computed with a discount rate of six percent (6%) per year).

10. TAXES AND FEES: You agree to pay when due all taxes, fines, registration fees and penalties relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the vehicle and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, fines registration fees or penalties for you, you agree to reimburse us on demand and your payment will be based on the full amount of such taxes, without regard to any discounts we may obtain due to early payment or otherwise. You also agree that we have the right to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the vehicle.

11. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by the use of the vehicle. You agree to reimburse us for and to defend us against any claims for such losses or injuries, including those arising out of negligence, tort or strict liability claims. This indemnity shall continue even after the term of this lease has expired, to the extent permitted by law.

12. INSURANCE: You agree to provide and maintain at your own expense (a) insurance against loss, theft, damage or destruction to the vehicle, for up to the full replacement value, naming us as loss payee; and (b) public liability and property damage insurance naming us as an additional insured. Such insurance (and written evidence delivered to us at our request) shall be satisfactory to us. If you fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law, whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the vehicle, so long as you are not in default under this lease or any other obligation to us, then you shall have the option to: (i) use the insurance proceeds to repair or replace the vehicle, or (ii) apply the insurance proceeds toward your obligations under this lease. If insurance is placed under this Paragraph 11, you shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. We reserve the right to terminate any such insurance coverage which we may arrange, and we may allow any such insurance coverage to lapse without having any liability to you. In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage. You hereby appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any insurance policies.

13. DEFAULT AND REMEDIES: If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can require that you return the vehicle to us and pay to us the remaining balance of all of the rental payments due under this lease, present valued using a six percent (6%) per year discount rate. If you fail to return the vehicle to us, in addition we can also require that you pay to us our residual interest in the vehicle, present valued as noted above. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half percent (1½%) per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay our reasonable attorney's fees, and actual costs. If we have to take possession of the vehicle, you agree to pay the cost of repossession, storing, shipping, repairing and selling the vehicle. Although you agree that we are not obligated to do so, if we decide to sell the vehicle, and we are able to sell the vehicle for a price that exceeds the sum of (a) our cost of repossession and sale of the vehicle and (b) the residual value of the vehicle, present valued as calculated above, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the vehicle.

14. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the vehicle. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make. In the event this lease is determined to be a security agreement, our recovery shall in no event exceed the maximum permitted by law.

15. REDELIVERY OF VEHICLE: In the event that we give you a Purchase Option Letter for the vehicle covered by this lease or any schedule to this lease, and you decide to purchase the vehicle according to its terms, you shall purchase all, but not less than all, of the vehicle. If you decide not to purchase all of the vehicle, then when this lease expires, or it is terminated earlier, you shall return the vehicle to us, in good repair, condition and working order, normal wear and tear excepted, to a location designated by us. If upon expiration or termination, you do not immediately return the vehicle to us, at our option (a) we will arrange for removal of the vehicle and you agree to pay us an amount equal to the cost of removal. Provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the vehicle.

16. LATE CHARGE: If any part of a payment is not made by you when due, you agree to pay us a late charge of ten percent (10%) of each such late payments, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

17. ENTIRE AGREEMENT; CHANGES: This lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us.

18. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. Please note that, in the event you fail to comply with Paragraph 12 of this lease, we can, but we do not have to, have such insurance protecting us placed at your expense, without prior notice to you, and charge you as described in Paragraph 12. If any notices are required under this lease, they shall be sufficient if given personally or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS HOWEVER, IN THE EVENT THIS LEASE OR ANY OF ITS PROVISIONS CANNOT BE ENFORCED UNDER THE LAWS OF THAT STATE THEN THE LAWS OF THE STATE WHERE THE VEHICLE IS LOCATED SHALL GOVERN. YOU AGREE THAT THE COURT OF THE STATE OF TEXAS AND TARRANT COUNTY OR ANY FEDERAL DISTRICT COURT HAVING THE JURISDICTION IN THAT COUNTY SHALL HAVE NON-EXCLUSIVE JURISDICTION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

19. UCC-ARTICLE 2A PROVISIONS: You agree that this lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC"), that is, you acknowledge that: (a) we did not select, manufacture or supply the vehicle, but we did purchase the vehicle for lease to you; and (b) we have given you the name of the supplier of the vehicle you are leasing from us. The supplier is set forth in this lease or on the attached schedule. We hereby notify you that you may have rights under the supply contracts and that you may contact the supplier for a description of those rights or any warranties. To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon you under UCC Sections 2A-303 AND 2A-608 through 622.

20. REPRESENTATIONS AND COVENANTS OF LESSEE: Lessee represents that all financial and other information furnished to Lessor was, at the time of delivery, true and correct. During the term of the lease, Lessee shall provide Lessor with such interim or annual financial statements as Lessor requests.

21. USE: You agree that you will not: (a) allow unlicensed drivers to drive the vehicle; (b) use or allow the vehicle to be used illegally or contrary to the provisions of any applicable insurance policy; (c) use or allow the vehicle to be used improperly, for hire, or as a public conveyance; (d) use the vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations; (e) remove the vehicle from the United States, except for trips to Canada for less than 30 days; (f) alter, mark, or install equipment in the vehicle without Lessor's written consent; (g) expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, regardless of whether the vehicle was the subject of formal judicial or administrative proceedings.

22. MAINTENANCE, REPAIRS AND OPERATING EXPENSES: You agree to maintain and repair the vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the vehicle and as the manufacturer requests in any recall campaign. If you do not maintain or repair the vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to your obligation under this Lease. Lessor may require you to pay this cost upon demand.

23. EXCESS WEAR: "Excess wear" includes: (a) glass that is damaged or that you have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing wheel covers, tools or wheel wrench; (e) missing or unsafe wheels or tires (including spare; snow tires are not acceptable); (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained dash, floor covers, seats, head liners, upholstery, interior work, or trunk liners; (h) any mechanical damage or other condition that causes the vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

24. ODOMETER DISCLOSURE REQUIREMENT: Federal law requires you to disclose the vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the vehicle. You may be fined and/or imprisoned if you fail to complete the disclosure or if you make a false statement.

25. ALTERATIONS TO THE VEHICLE: You agree not to make any alterations or add any special equipment to the vehicle without our written consent. You agree not to alter, adjust or disconnect the odometer, emission controls or similar equipment.

26. SEVERABILITY: You and we agree that if any provision of this Lease is found unenforceable by any court, the remaining provisions of the Lease will remain in full force and effect.

27. CHOICE OF LAW: You and we agree that this Lease is governed by the law of the state of Texas, without regard to the conflicts law of that state.

- Service Schedule 1K Service \$303.96
- 5K Service \$321.91
- 10K Service \$424.21
- 15K Service \$321.91
- 20K Service \$713.51

Service schedule is part of warranty – 10% Parts Discount

Bike service at Longhorn Harley-Davidson is a requirement of this lease.

David Magers

Police & Fleet Liaison

Longhorn & Maverick Harley-Davidson

972-935-6904

motorofficer@longhornhd.com

COMMERCIAL LEASE

Longhorn Harley-Davidson 2830 W-120 Grand Prairie, TX 75052	SCHEDULE OF PAYMENTS
VEHICLE LOCATION IF OTHER THAN BELOW: City of Pantego 1614 S. Bowen Rd Pantego, TX 76013	Monthly payments of \$ <u>325⁰⁰</u> EXCEPT AS OTHERWISE NOTED BELOW: <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> OTHER <u>One Sum Payment</u> <u>12 Month Lease Extension</u> 1st MONTH'S PAYMENT \$ <u>3900⁰⁰</u> SECURITY DEPOSIT \$ _____ COMMERCIAL LEASE ACQUISITION FEE \$ _____ OTHER \$ _____ TOTAL \$ <u>3900⁰⁰</u> PURCHASE OPTION (check one) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> FAIR MARKET VALUE

VEHICLE DESCRIPTION						
New/Used	Year	Make & Model	Body Type	Vehicle Identification Number	Primary Use	Mileage of Odometer
Used	2013	HARLEY DAVIDSON FLHTP	MC	1ND1FMM17DR647954	Business or Agricultural	5

Dear Lessee: Except We have written this lease in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated below. The words we, us, and our refer to the Lessor Indicated below.

1. **LEASE AGREEMENT:** You agree to lease from us and we agree to lease to you, the vehicle listed above or on any schedule to this lease. You agree that, at our option, any schedule to this lease shall be considered a separate lease and the terms and conditions of this lease agreement shall also apply to any schedule. You promise to pay us the sum of all of the rental payments indicated above or on any schedule, which sum can be calculated by multiplying the number of payments times the payment amount indicated above or on any schedule. The amount of each rental payment shown above or on any schedule is based on our estimated total cost of the vehicle including, if applicable, installation costs. The rental payment shall be raised or lowered, in a proportionate manner, if the actual total cost of the vehicle is greater than or less than the estimate, and you authorize us to adjust the rental payment by up to ten percent (10%) if it is necessary.

2. **ORDERING VEHICLE:** In the event that we have issued a purchase contract or order for the vehicle, you agree that the purchase order or contract is acceptable to you. If you have entered into a purchase contract for the vehicle, you agree to assign it to us, effective when we pay for the vehicle.

3. **NO WARRANTIES:** We are leasing the vehicle to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties made to us by the manufacturer or supplier. You understand and agree that the Vendor, its agents and employees are not agents of ours, nor are they authorized to waive or change any term or condition of this lease. **YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OF PROFITS YOU EXPECTED TO MAKE OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES.** If you have entered into a maintenance agreement with us with respect to the vehicle and the cost of such maintenance agreement is to be paid over the term, or portion of the term, of this lease, then you acknowledge that anyone to whom we assign this lease shall not be responsible for the service, repairs, nor maintenance of the vehicle, that such assignee is not a party to any such maintenance agreement, and even if you have a dispute regarding maintenance or service you will continue to pay such assignee all rental and maintenance payments due under this lease and all schedules to this lease.

4. **NON-CANCELABLE LEASE:** This lease cannot be canceled by you.

SEE ATTACHED FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

LESSOR: ACCEPTED: By: <u>X</u> <u>D. Magos</u> Title: <u>Store Manager Police & Fleet Liaison</u> Date: <u>2/13/2015</u> Mailing Address: _____	LESSEE (FULL LEGAL NAME) _____ BILLING ADDRESS _____ CITY _____ COUNTY _____ STATE _____ ZIP _____ PHONE NO. () _____ DATE _____ Fed. ID No. or Social Security No. _____ Tax Exempt No. _____ (The undersigned certifies that the vehicle shall be used for business purposes and agrees that no modification to this lease will be effective unless made in writing and signed by both parties.) By: <u>X</u> _____ AUTHORIZED SIGNATURE TITLE PRINT NAME _____
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7. ASSIGNMENT: You may not sell, transfer, assign or sublease the vehicle. We may, without notifying you, sell, assign or transfer this lease and ownership of the vehicle; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or setoffs that you may have against us. However, any such assignment, sale, or transfer of this lease or vehicle will not relieve us of our obligations to you under this lease.

8. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of the vehicle and have title to the vehicle. If any other person attempts to claim ownership of the vehicle by asserting that claim against you or through you, you agree, at your expense, to protect and defend our title to the vehicle. Further, you agree that you will at all times keep the vehicle free from any legal process or lien whatsoever, and you shall give us immediate notice if any legal process or lien is asserted or made against the vehicle. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the vehicle.

9. CARE, USE AND LOCATION; LOSS OF VEHICLE: You are responsible for keeping the vehicle in good working order and repair. You will keep the vehicle only at your address shown on the reverse side, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations to the vehicle without our prior written consent (which we will not unreasonably withhold). At the end of the term of lease, you will return the vehicle to us, at your expense. You are responsible for protecting the vehicle from damage, except for ordinary wear and tear and from any other kind of loss while you have the vehicle or while it is being delivered to you. In the event the vehicle is lost or damaged, so long as you are not in default under the lease or any other obligations to us, then you shall have the option to: (i) repair or replace the vehicle, or (ii) pay to us the then present value of both the unpaid balance of the remaining rent under the Lease and the present value of our residual interest in the vehicle (each computed with a discount rate of six percent (6%) per year).

10. TAXES AND FEES: You agree to pay when due all taxes, fines, registration fees and penalties relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the vehicle and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, fines, registration fees or penalties for you, you agree to reimburse us on demand and your payment will be based on the full amount of such taxes, without regard to any discounts we may obtain due to early payment or otherwise. You also agree that we have the right to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the vehicle.

11. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by the use of the vehicle. You agree to reimburse us for and to defend us against any claims for such losses or injuries, including those arising out of negligence, tort or strict liability claims. This indemnity shall continue even after the term of this lease has expired, to the extent permitted by law.

12. INSURANCE: You agree to provide and maintain at your own expense (a) insurance against loss, theft, damage or destruction to the vehicle, for up to the full replacement value, naming us as loss payee; and (b) public liability and property damage insurance naming us as an additional insured. Such insurance (and written evidence delivered to us at our request) shall be satisfactory to us. If you fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law, whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the vehicle, so long as you are not in default under this lease or any other obligation to us, then you shall have the option to: (i) use the insurance proceeds to repair or replace the vehicle, or (ii) apply the insurance proceeds toward your obligations under this lease. If insurance is placed under this Paragraph 11, you shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. We reserve the right to terminate any such insurance coverage which we may arrange, and we may allow any such insurance coverage to lapse without having any liability to you. In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage. You hereby appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any insurance policies.

13. DEFAULT AND REMEDIES: If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can require that you return the vehicle to us and pay to us the remaining balance of all of the rental payments due under this lease, present valued using a six percent (6%) per year discount rate. If you fail to return the vehicle to us, in addition we can also require that you pay to us our residual interest in the vehicle, present valued as noted above. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half percent (1½%) per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay our reasonable attorney's fees, and actual costs. If we have to take possession of the vehicle, you agree to pay the cost of repossession, storing, shipping, repairing and selling the vehicle. Although you agree that we are not obligated to do so, if we decide to sell the vehicle, and we are able to sell the vehicle for a price that exceeds the sum of (a) our cost of repossession and sale of the vehicle and (b) the residual value of the vehicle, present valued as calculated above, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the vehicle.

14. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the vehicle. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make. In the event this lease is determined to be a security agreement, our recovery shall in no event exceed the maximum permitted by law.

15. REDELIVERY OF VEHICLE: In the event that we give you a Purchase Option Letter for the vehicle covered by this lease or any schedule to this lease, and you decide to purchase the vehicle according to its terms, you shall purchase all, but not less than all, of the vehicle. If you decide not to purchase all of the vehicle, then when this lease expires, or it is terminated earlier, you shall return the vehicle to us, in good repair, condition and working order, normal wear and tear excepted, to a location designated by us. If upon expiration or termination, you do not immediately return the vehicle to us, at our option (a) we will arrange for removal of the vehicle and you agree to pay us an amount equal to the cost of removal. Provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the vehicle.

16. LATE CHARGE: If any part of a payment is not made by you when due, you agree to pay us a late charge of ten percent (10%) of each such late payments, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

17. ENTIRE AGREEMENT; CHANGES: This lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us.

18. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. Please note that, in the event you fail to comply with Paragraph 12 of this lease, we can, but we do not have to, have such insurance protecting us placed at your expense, without prior notice to you, and charge you as described in Paragraph 12. If any notices are required under this lease, they shall be sufficient if given personally or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. **THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS HOWEVER, IN THE EVENT THIS LEASE OR ANY OF ITS PROVISIONS CANNOT BE ENFORCED UNDER THE LAWS OF THAT STATE THEN THE LAWS OF THE STATE WHERE THE VEHICLE IS LOCATED SHALL GOVERN. YOU AGREE THAT THE COURT OF THE STATE OF TEXAS AND TARRANT COUNTY OR ANY FEDERAL DISTRICT COURT HAVING THE JURISDICTION IN THAT COUNTY SHALL HAVE NON-EXCLUSIVE JURISDICTION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE.** You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. **YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

19. UCC-ARTICLE 2A PROVISIONS: You agree that this lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC"), that is, you acknowledge that: (a) we did not select, manufacture or supply the vehicle, but we did purchase the vehicle for lease to you; and (b) we have given you the name of the supplier of the vehicle you are leasing from us. The supplier is set forth in this lease or on the attached schedule. We hereby notify you that you may have rights under the supply contracts and that you may contact the supplier for a description of those rights or any warranties. To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon you under UCC Sections 2A-303 AND 2A-608 through 622.

20. REPRESENTATIONS AND COVENANTS OF LESSEE: Lessee represents that all financial and other information furnished to Lessor was, at the time of delivery, true and correct. During the term of the lease, Lessee shall provide Lessor with such interim or annual financial statements as Lessor requests.

21. USE: You agree that you will not: (a) allow unlicensed drivers to drive the vehicle; (b) use or allow the vehicle to be used illegally or contrary to the provisions of any applicable insurance policy; (c) use or allow the vehicle to be used improperly, for hire, or as a public conveyance; (d) use the vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations; (e) remove the vehicle from the United States, except for trips to Canada for less than 30 days; (f) alter, mark, or install equipment in the vehicle without Lessor's written consent; (g) expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, regardless of whether the vehicle was the subject of formal judicial or administrative proceedings.

22. MAINTENANCE, REPAIRS AND OPERATING EXPENSES: You agree to maintain and repair the vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the vehicle and as the manufacturer requests in any recall campaign. If you do not maintain or repair the vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to your obligation under this Lease. Lessor may require you to pay this cost upon demand.

23. EXCESS WEAR: "Excess wear" includes: (a) glass that is damaged or that you have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing wheel covers, tools or wheel wrench; (e) missing or unsafe wheels or tires (including spare; snow tires are not acceptable); (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained dash, floor covers, seats, head liners, upholstery, interior work, or trunk liners; (h) any mechanical damage or other condition that causes the vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

24. ODOMETER DISCLOSURE REQUIREMENT: Federal law requires you to disclose the vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the vehicle. You may be fined and/or imprisoned if you fail to complete the disclosure or if you make a false statement.

25. ALTERATIONS TO THE VEHICLE: You agree not to make any alterations or add any special equipment to the vehicle without our written consent. You agree not to alter, adjust or disconnect the odometer, emission controls or similar equipment.

26. SEVERABILITY: You and we agree that if any provision of this Lease is found unenforceable by any court, the remaining provisions of the Lease will remain in full force and effect.

27. CHOICE OF LAW: You and we agree that this Lease is governed by the law of the state of Texas, without regard to the conflicts law of that state.

- Service Schedule 1K Service \$303.96
- 5K Service \$321.91
- 10K Service \$424.21
- 15K Service \$321.91
- 20K Service \$713.51

Service schedule is part of warranty – 10% Parts Discount

Bike service at Longhorn Harley-Davidson is a requirement of this lease.

David Magers

Police & Fleet Liaison

Longhorn & Maverick Harley-Davidson

972-935-6904

motorofficer@longhornhd.com



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an update to the Town of Pantego Emergency Management Plan (EMP) and on authorization to move forward on incorporating the Pantego EMP into the Tarrant County EMP.

Date: February 23, 2015

PRESENTER:

Thomas Griffith, Chief of Public Safety

BACKGROUND:

According to State regulations municipalities are required to provide an update to their Emergency Management Plan every five years. The last update was approved by Council in 2009. Town staff has provided their input on the current plan. Those inputs have been incorporated into the plan. The Town is currently approved at an Intermediate level of planning. We were previously at an Advanced level; however, due to limited manpower and resources we were forced to drop to an Intermediate level.

Recently, staff began discussions with Tarrant County Emergency Management to determine the efficacy of incorporating the Town plan into the Tarrant County plan. Staff has had preliminary discussions with Tarrant County Emergency Management and they have expressed a complete willingness to bring the Town onboard with their plan.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff requests approval of the update as presented.
Staff requests authorization to move forward with incorporation into the Tarrant County plan.

ATTACHMENTS:

Memorandum from Chief Griffith
Emergency Management Plan containing updated information can be found on Dropbox

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

RESOLUTION NO. 15-05

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS,
ADOPTING AN EMERGENCY MANAGEMENT PLAN FOR THE TOWN OF PANTEGO;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Title 4 Subtitle B Law Enforcement and Public Protection Chapter 418 Emergency Management Subchapter E Local and Interjurisdictional Emergency Management Section 418.106 Local and Interjurisdictional Emergency Management Plans states each local and interjurisdictional agency shall prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery and outlines the information to be contained within the plan; and

WHEREAS, the Town Council has reviewed the attached Emergency Management Plan for the Town of Pantego; and

WHEREAS, the Emergency Management Plan outlines the Town's approach to emergency operations by providing general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery.

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

Section 1: the Town Council hereby adopts the attached Emergency Management Plan in "Exhibit A." as the Town's Emergency Management Plan.

Section 2: the Town Council recognizes that Chapter 3 of the Division of Emergency Management Local Emergency Management Planning Guide states the Emergency Management Plan and all annexes must be revised or updated by a formal change at least every five years.

Section 3: this resolution shall be in full force and is effective immediately upon passage.

PASSED AND APPROVED this the 23rd 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:

James T. Jeffrey, Jr., City Attorney



PANTEGO PUBLIC SAFETY



MEMO #: 000

To: Matt Fielder, City Manager
From: Chief Thomas Griffith
Subject: Emergency Management Plan Update
Release Date: February 17, 2015
Effective:

I have attached the latest update to the Emergency Management Plan and request that it be placed on the Council agenda for review and approval. We are required to submit an updated plan to the State Department of Emergency Management every five years in order to maintain recognized status. Due to unforeseen circumstances with my schedule the review of the plan has been delayed. All department heads have reviewed his/her responsible areas of the plan.

Additionally, I have been in discussions with Tonya Hunter the Emergency Management Coordinator for Tarrant County about the efficacy of becoming a member city to the Tarrant County Plan. There are several benefits to being incorporated into the County plan including:

- No duplication of efforts; Pantego's information can be incorporated into the Tarrant County EMP along with 30 other communities in Tarrant County.
- Pantego has a one person Emergency Management office, which limits our ability to maintain and exercise our plan. Tarrant County can provide assistance with emergency management planning for all-hazards emergencies allowing Pantego to focus on specific planning such as developing SOP and policies for our community.
- Tarrant County can assist in planning for tornadoes, power failures, flooding, severe thunderstorms, hail storms, infectious disease outbreaks, lightning, hazardous materials release, terrorism, winter storms, dam failures, drought, wildfires, extreme temperatures, and expansive soils by developing a hazard identification and risk assessment document that would include Pantego.
- Pantego can partner with Tarrant County to protect our residents, property and environment during preparedness, mitigation, response and recovery activities through combined efforts.
- Tarrant County will have an understanding of how Pantego would respond during an emergency, what resources are on hand and what resources would be needed from the County.
- Tarrant County can assist with the disaster declaration process.
- Tarrant County can assist with pre-disaster planning intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards.

- Tarrant County can assist with providing emergency equipment, facilities, emergency planning, conducting training and exercises to test our combined plans.
- Tarrant County can assist with response activities such as law enforcement, firefighting, evacuation, sheltering/mass care, emergency public information, search and rescue and other response associated functions.
- Tarrant County can assist with recovery activities such as planning for temporary housing, restoration of services, debris removal, restoration of utilities, disaster mental health services, and damage to critical infrastructure.
- Tarrant County can gather the following information from Pantego to incorporate into the plan such as Warning, Communications, Shelter/Mass Care, Radiological Protection, Evacuation, Firefighting, Law Enforcement, Health and Medical, Emergency Public Information, Recovery, Public Works & Engineering, Utilities, Resource Management, EOC Direction and Control, Human Services, Hazard Mitigation, Hazardous Materials, Search and Rescue, Transportation, Donations and Volunteer Management, Legal and Terrorism.
- Tarrant County is currently at the Advanced Level of Preparedness. Pantego would also be at the Advanced Level of Preparedness as well to retain eligibility to receive Homeland Security grant funding through training and equipment through SERPA.
- Tarrant County can understand training and exercise needs and can assist with bringing needed training to Pantego for personnel identified in the plan so that they can perform their identified responsibilities during emergencies and disasters.
- Tarrant County can assist with testing the plan through table top exercises, functional and operational based exercises and participating in full scale exercises.
- Tarrant County can also manage the plan and provide updates to the plan to keep the plan current to meet local, regional, state and federal requirements allowing Pantego to focus efforts in other areas.

It would be my recommendation that we incorporate our planning efforts with Tarrant County for the above reasons. If we do so we could become a partner with the County sometime this summer. There are no foreseen costs associated with incorporating into the County plan.

I am requesting approval of the attached plan update and authorization to move forward with the incorporation process with Tarrant County. Please let me know if you have any questions.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Code of Ordinances Chapter 1 – General Provisions Article 1.05 Boards and Commissions Division 3 Planning And Zoning Commission Section 1.05.071 Established; Membership Subsections (a) and (b); Containing a Savings clause; Repealing all Ordinances in Conflict Herewith; and Declaring an Effective Date

Date: February 23, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

At Councils request, a proposed ordinance amending the number of members for the Planning and Zoning Commission is included for consideration. Currently, there are seven members and four alternate members required for the Commission. Due to inability lack of volunteers to fill the Commission vacancies and the hardship created in obtaining the required quorum, Council has requested to consider reducing the number of members and alternates on this Commission to five members and two alternates. The attached proposed ordinance reflects this change.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None.

ATTACHMENTS:

Ordinance 15-754

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

ORDINANCE NO. 15-754

AN ORDINANCE AMENDING THE TOWN OF PANTEGO CODE OF ORDINANCES CHAPTER 1 GENERAL PROVISIONS; ARTICLE 1.05 – BOARDS AND COMMISSIONS DIVISION 3 PLANNING AND ZONING COMMISSION SECTION 1.05.071 ESTABLISHED; MEMBERSHIP SUBSECTION (a) AND (b); CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council has determined that limits on the number of members who may serve on the Planning and Zoning Board have not proven to be workable; and

WHEREAS, the Town Council desires to address such limitations by amending its General Provisions Chapter 1 of the Code of Ordinances and the Town Council finds that the amendments set forth in this ordinance are reasonable means to address all of the concerns expressed herein.

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

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

SECTION 1

Town of Pantego Code of Ordinances Chapter 1 General Provisions, Article 1.05, Boards and Commissions, Division 3 Planning and Zoning Commission, is hereby amended by revising Section 1.05.071 Established; Membership, subsections (a) and (b) which shall now provide as follows:

(a) There is established for the town a planning and zoning commission, which shall be composed of five members. The Members of the planning and zoning commission shall be resident citizens of the town, who shall be appointed by the governing body, to serve for terms of two years, beginning June 1st and ending May 31st. Any vacancies in the commission shall be filled for the unexpired term of the member removing or resigning, in the same manner as initial appointments are made. Members of the commission may be removed by the town council in accordance with the grounds and procedures for removal set forth in Local Government Code, section 22.007 9or any successor statute), or for missing more than three consecutive meetings without excuse. The reason for removal will be assigned in writing. The members of the commission shall serve without compensation.

(b) Up to two alternate members of the planning and zoning commission may be appointed by the town council. Appointment of alternate members shall be in the same manner as appointment of regular members.

**SECTION 2
PROVISIONS CUMULATIVE**

This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the Town of Pantego, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Pantego or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.

**SECTION 3
PROVISIONS SEVERABLE**

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

**SECTION 4
SAVINGS CLAUSE**

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

**SECTION 5
EFFECTIVE DATE**

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

PASSED AND APPROVED AFTER WAIVER OF THE REQUIREMENTS OF TOWN CODE SECTION 1.03.035(b) THIS THE 23rd DAY OF FEBRUARY 2015 BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

James T. Jeffrey, Jr., City Attorney



AGENDA BACKGROUND

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

Date: February 23, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Patrick Mosely with Alan Plummer Associates, Inc., will present his findings on the Lane Well investigation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Council accept the recommendations and provide direction for moving forward.

ATTACHMENTS:

N/A

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



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on Rehabilitation of Lane Well #2.

Date: February 23, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Staff has requested quotes from three drilling companies for the rehabilitation of the Lane Well. At this point, the only response received is from Watts Drilling, who has previously performed the emergency work on the well. They do not believe that that doing any maintenance on the well at this time is advisable, because it is performing at its peak level, regardless of the obstructions to the screens. He gave an estimate of \$150,000 to \$250,000, based on potential unforeseen costs.

Staff is continuing to seek quotes from the other drilling companies at this time, and could potentially have some additional ones by Monday, if they respond.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Continue to seek additional quotes

ATTACHMENTS:

Colliers Report

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

June 21, 2014



Box 1137
590 East South Loop
Stephenville, TX 76401
Office: (254) 968-8721
Fax: (254) 968-8725
www.collierconsulting.com

SUBJECT: Video Survey Report and Investigation into
Submersible Motor Failure, Lane Well #1,
Town of Pantego, Arlington, Tarrant County, TX

Introduction

Collier Consulting, Inc., (CCINC) was engaged by the Town of Pantego to perform a video survey and investigate the submersible motor failure of the Lane #1 well located on Garner Blvd., Arlington, Tarrant County, TX. This report's purpose is to convey the findings from the video survey and recommend steps to lessen the likelihood of another submersible motor failure.

The work was authorized by Mathew Fielder on June 11, 2014.

Well Construction and History

The well was drilled in 1969 to a depth of 1619 feet below ground level (fbgl). The well has shown little to no decline in specific capacity, likely due to the fact that this well has been rehabbed within the last 15-20 years. Collier recommends routinely monitoring the specific capacity of the well. When specific capacity begins to decline or the screens become visually clogged, Pantego should budget for a second rehab. The City should calculate each specific capacity using set production rate and test duration (ex. 350 gpm for 30 minutes). The production rate of the well was not tested by CCINC before the video survey due to the submersible motor failing.

The Lane #1 well has a static water level record dating back to 1969. Static water levels in this well have fluctuated over time. The well had an initial drop in the static water level, but then stabilized to a new equilibrium and has appeared to rebound to a water level of 804 fbgl, which is very close to a 1969 measurement of 793 fbgl. The 2010 static water level is ~ 570 feet above the top of the aquifer. The video survey performed on June 16, 2014 indicated that the water level is ~560 feet above the top of the aquifer.

Video Survey

The video survey was performed on Monday June 16, 2014 after the well pumping equipment was pulled by Watts Drilling on Friday June 13, 2014. Water

clarity during the video survey was clear allowing the inspection of the screen in the production section of the well.

Video Survey Date: June 16, 2014
Static Water Level (FBGL): 800
Top of Lap Pipe: 1,250
Screen Intervals and Condition:

1,360-1,380 50% Clogged



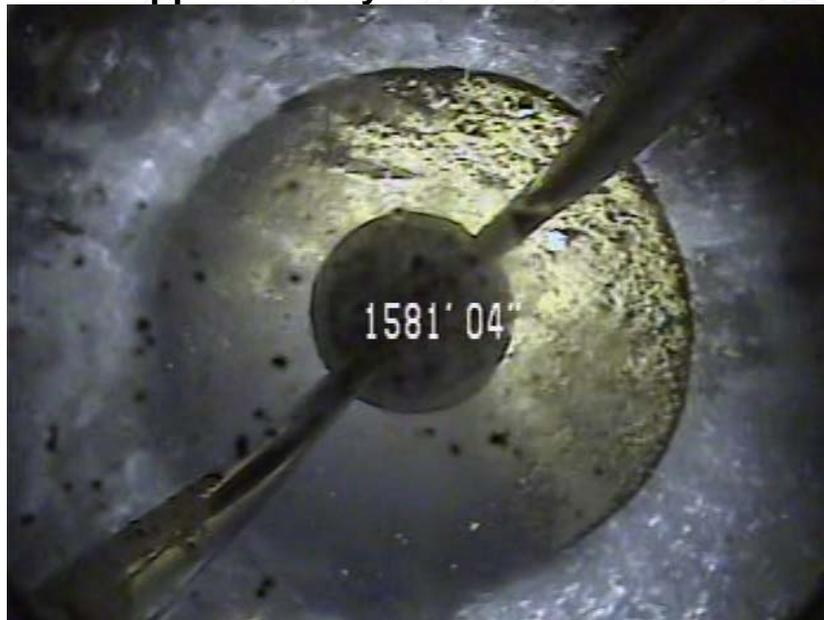
1,400-1,400 50%-60% Clogged



1,440-???? 60%-95% Clogged



**Total Depth: 1,581
Approximately 38 feet of Fill**



Submersible Motor Failure

The Lane #1 Well was switched from a line shaft turbine to a submersible type 150 hp motor in June of 2011. The motor was installed by Watts Drilling along with a variable frequency drive (VFD) and flow inducer sleeve. The VFD is equipped with safety features that prevent “dirty power” from harming the motor. The motor has since been pulled and warrantied three times with each motor lasting about 12-14 months. The manufacturer has warrantied the motor due to excessive heat each time but will not warranty another motor until Pantego makes steps to rectify the cause.

The Lane well currently pumps directly into the distribution system with the help of two inline boosters. This method is unconventional and could be the cause of the motor failure. This method also reduces the contact time (CT) needed for the chlorine to disinfect the water properly and short circuits the water to the first water tap. TCEQ recommends a contact time so that the free chlorine residual is 0.2 mg/L or a chloramine residual of 0.5 mg/L be present throughout the system.

Recommendations

The Lane well should be scheduled for rehabilitation in the winter when demands on the water system are at their least. The screens at the bottom of the well would benefit greatly and water flow from the lower sections of screen will help to increase the cooling of the motor. The 38 feet of fill in the bottom of the well should be cleaned out before the well pumping equipment is re-installed.

A ground storage tank (GST) installation is recommended at the plant to make a conventional system. The addition of the GST will increase your CT for disinfection and reduce the total dynamic head on the well thus reducing the total dynamic head. The boosters should draw from the GST and pressurize the distribution system. This will greatly simplify the water system and controls so that a breakdown in one step in the system can be identified quickly before damage to the other components occurs.

Matt Van Hattem
Collier Consulting, Inc.



AGENDA BACKGROUND

AGENDA ITEM: Presentation of 2014 Racial Profiling Report to Council

Date: February 23, 2015

PRESENTER:

Thomas D. Griffith, Chief of Public Safety

BACKGROUND:

Texas State law requires that all municipal law enforcement agencies, that perform vehicular traffic stops, provide a racial profiling report to the Texas Commission on Law Enforcement by March 1st of each calendar year. State law also requires that the report be presented to the governing body of the jurisdiction before March 1st.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None. For Council review only.

ATTACHMENTS:

2014 Racial Profiling Report

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



Pantego Police Department

2600 Miller Lane, Pantego, Texas 76013

Thomas D. Griffith, Jr., Chief of Public Safety

Mayor Melody Paradise and
Pantego Town Council

February 17, 2015

Re: 2014 Racial Profiling Report

Dear Mayor Paradise and Council Members,

It is my duty to report to you that the 2014 Racial Profiling Report, as required by Texas State Law, has been completed and is respectfully submitted to you for review as required. This report was completed through a collaborative effort between Police Department staff and Dr. Alejandro del Carmen of Del Carmen Consulting, LLC.

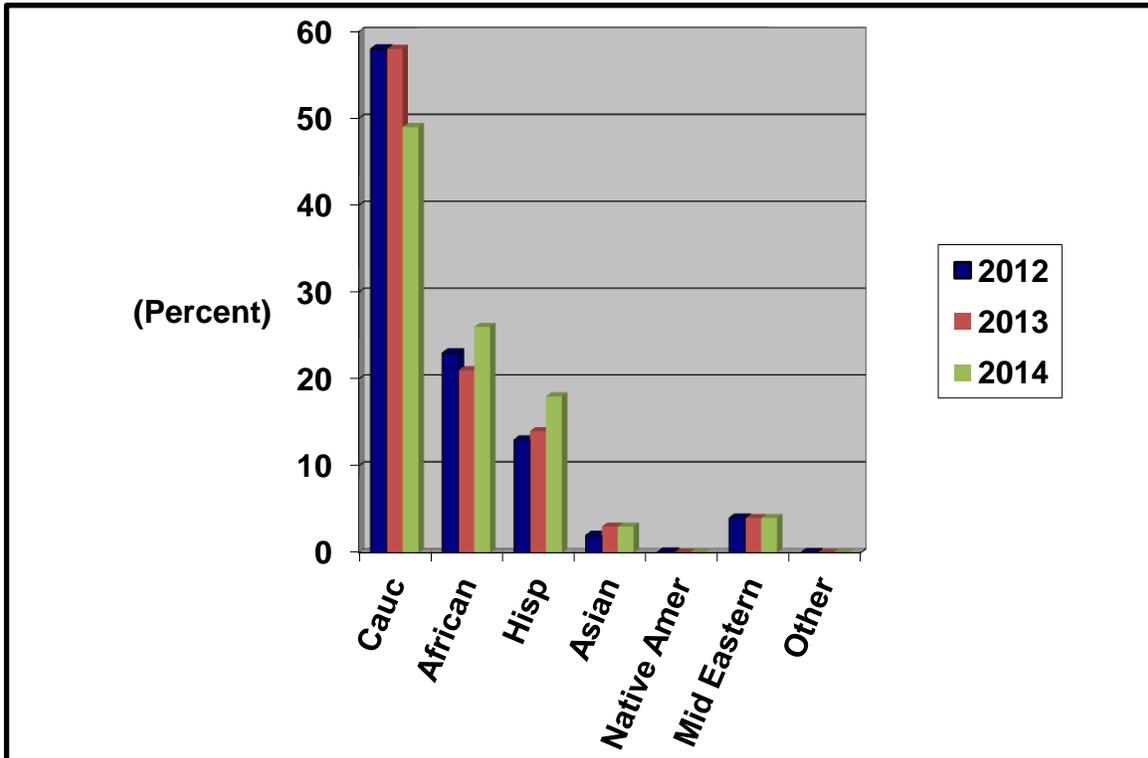
I am pleased to report that our department has once again met the requirements of State law. The data for 2014 demonstrates that our officers have not acted outside of the statistical norms established for the Dallas-Fort Worth metropolitan area.

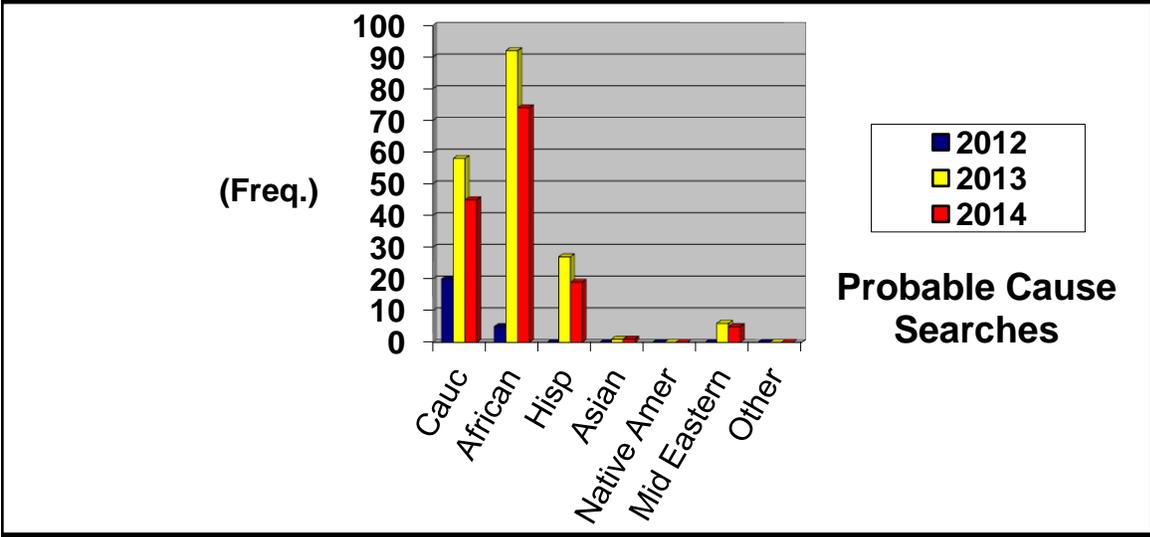
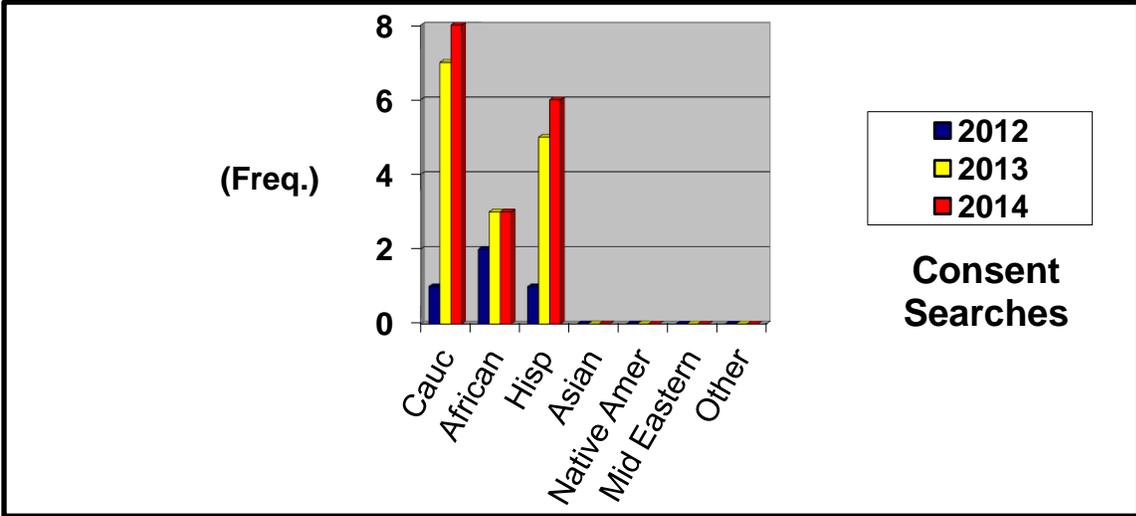
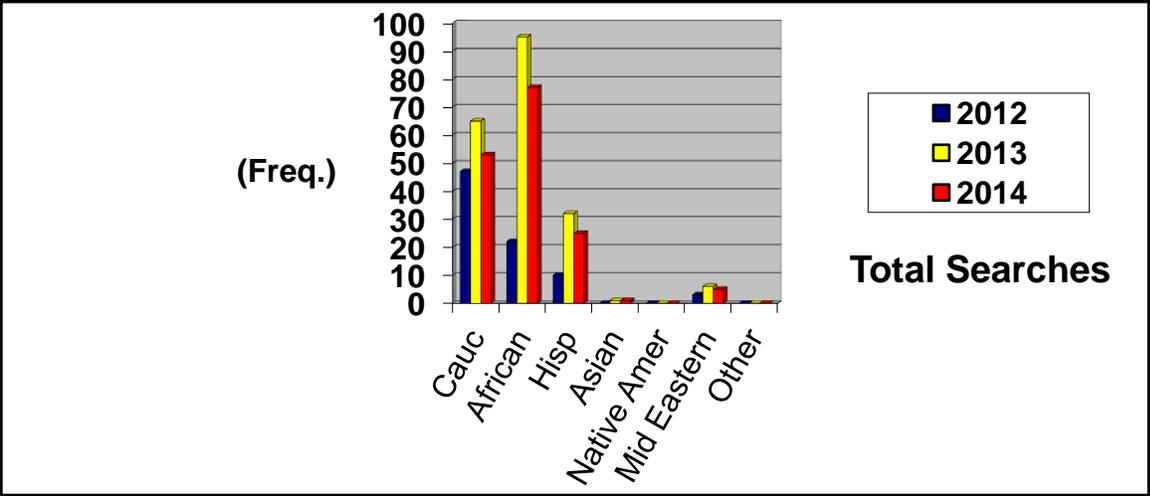
We will continue to monitor the actions of our officers in regards to traffic stops to ensure that compliance with State law is maintained and that all citizens are treated equally and fairly according to law. I have attached statistical charts for the years 2012-2014 for comparison purposes.

Respectfully,

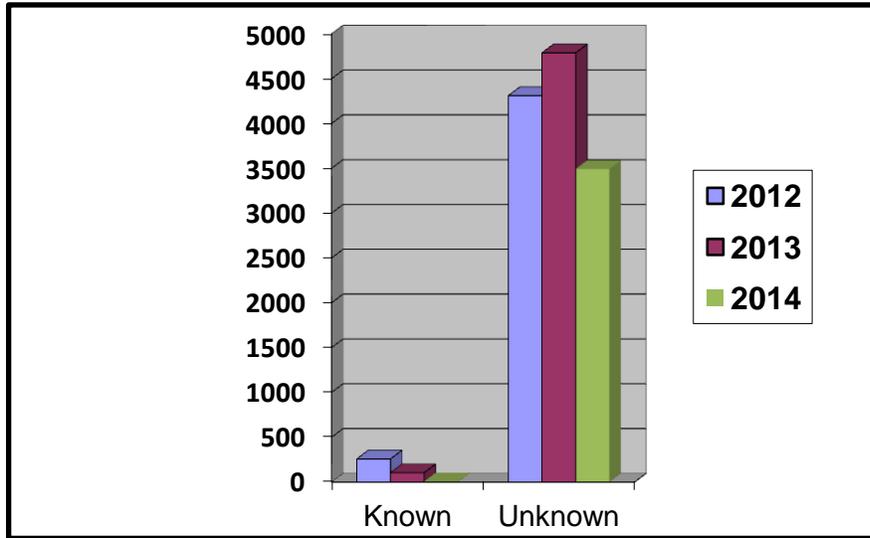
Thomas D. Griffith

Motor Vehicle Contacts





Race/Ethnicity Known/Unknown Prior to Stop



DEL CARMEN
CONSULTING, LLC



Annual Contact Report 2014

The Pantego Police Department

Opening Statement

January 28, 2015

Pantego Town Council
1614 S. Bowen Road
Pantego, Texas 76013

Dear Distinguished Members of the Town Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law in 2001. Since, the Pantego Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements are now in place. These most recent requirements have been incorporated by the Pantego Police Department and are also being addressed in this report.

In this report, you will find three sections that contain information on traffic and motor vehicle- related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Pantego Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. In addition, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation, which demonstrates compliance by the Pantego Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report provides statistical data relevant to contacts, made during the course of motor vehicle stops, between 1/1/14 and 12/31/14. In addition, this section contains the TCOLE Tier 1 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Pantego Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.
Del Carmen Consulting, LLC

Table of Contents

Table of Contents

(I) Introduction

- a) Opening Statement
- b) Table of Contents
- c) TCOLE Guidelines
- d) The Texas Law on Racial Profiling (S.B. 1074)
- e) The Most Recent Legal Requirements (H.B. 3389)

(II) Responding to the Texas Racial Profiling Law

- a) Institutional Policy on Racial Profiling
- b) Educational Campaign Relevant to the Complaint Process—
Addressing Allegations of Racial Profiling Practices
- c) Racial Profiling Training of Law Enforcement Personnel
- d) Report on Complaints Filed Against Officers for Violating the Racial
Profiling Law (includes outcome of investigation)
- e) Police Contact Information Table (2014)/Known Ethnicity and Race of
Detained and TCOLE Tier 1 Form
- f) Table Depicting Baseline Comparison (2014)
- g) Analysis and Interpretation of Data (2014)

(III) Summary

- a) Checklist
- b) Contact Information

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE
STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
- (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

**Most Recent Legal Requirements
(H.B. 3389)**

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly:

SECTION ____ . Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a), (b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle [~~traffic~~] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [~~or~~] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [~~traffic~~] stops in which a citation is issued and to arrests made as a result of [~~resulting from~~] those [~~traffic~~] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [~~person~~] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [~~traffic~~] stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [~~traffic~~] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b) (7) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b) (6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b) (7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ____ . Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [~~TRAFFIC AND PEDESTRIAN~~] STOPS. (a) In this article, "race [+

~~(1) "Race~~] or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [~~regulating traffic or who stops a pedestrian for any suspected offense~~] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [~~each~~] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [~~traffic law or ordinance alleged to have been violated or the suspected offense~~];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [~~the type~~] of the contraband or evidence [~~discovered~~];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [~~existed and the facts supporting the existence of that probable cause~~];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop [~~, including a description of the warning or a statement of the violation charged~~].

SECTION ____ . Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle [~~,"pedestrian]~~ stop" has the meaning assigned by Article 2.132(a) [~~means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest~~].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [~~information~~] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [~~in a manner approved by the agency~~].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are

not recognized as racial or ethnic minorities [~~determine the prevalence of racial profiling by peace officers employed by the agency~~]; and

(B) examine the disposition of motor vehicle [~~traffic and pedestrian~~] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [~~the~~] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [~~traffic or pedestrian~~] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b) (1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that

purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION ____ . Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION ____ . Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and
(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;
(2) the person receives community supervision, including deferred adjudication; or
(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION ____ . (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION ____ . (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [~~and~~]
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION ____ . Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION ____ . Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;
- (2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or
- (3) a commission rule.

SECTION ____ . (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this

section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

(II) Responding to the Law

Institutional Policy on Racial Profiling

	PANTEGO POLICE DEPARTMENT	
	Policy 2.2 Racial Profiling	
	Effective Date: 02/01/2014	Replaces: 01/01/2012
	Approved:	 Chief of Public Safety
	Reference: TBP 2.01	

I. PURPOSE

The purpose of this order is to reaffirm the Town of Pantego Police Department's commitment to unbiased policing in all its encounters with any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

- A. It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. Racial profiling is an unacceptable police tactic and will not be condoned.
- B. This Policy is adopted in compliance with the requirements of Articles 2.131 through 2.138, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

III. DEFINITIONS

- A. Racial Profiling- a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.
- B. Race or Ethnicity- persons of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.

- C. Acts Constituting Racial Profiling- acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, or national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- C. Motor Vehicle Stop - means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- D. Motor Vehicle Contact – Any contact with an individual who may be subject to arrest or issuance of a citation and who is occupying a motor vehicle or is associated with a motor vehicle that may be subject to search subsequent to the person's arrest, irrespective of whether or not the vehicle is on a public roadway or on private property.

IV. PROHIBITION

Officers of the Pantego Police Department are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision by an officer. Race, ethnicity or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom an officer is searching.

V. COMPLAINT PROCESS

- A. No person shall be discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Pantego Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of Policy 2.4, Internal Investigation Process.
 - 1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in Policy 2.4, Internal Investigation Process.
 - 2. Citizens who appear in person wishing to file a complaint shall be provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Pantego Police Department lobby, and at Pantego Town Hall. Citizens may also be directed to the Town website to file a complaint.
- C. Any supervisor who becomes aware of an alleged or suspected violation of this Policy shall report the alleged violation.

- D. Complaints of racial profiling shall be investigated by CID, unless otherwise directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the CID.

VI. DISCIPLINARY AND CORRECTIVE ACTIONS

Any department officer who is found, after investigation, to have engaged in racial profiling in violation of this Policy may be subject to disciplinary action, up to and including termination. Disciplinary or corrective actions may include diversity, sensitivity or other appropriate training or counseling, as determined by the Chief of Police.

VII. PUBLIC EDUCATION

The Pantego Police Department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through the brochure, "How to File a Complaint" which are maintained in the lobby of the Pantego Police Department, and at the Pantego Town Hall. Other education methods may be utilized to inform the public, including news media, civic presentations, the Internet, and/or public meetings.

VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT WHEN CITATION ISSUED OR ARREST MADE

- A. For each motor vehicle contact in which a citation is issued and for each arrest resulting from such motor vehicle contacts, an officer involved in the contact shall collect the following information on the citation:

1. Information identifying the race or ethnicity of the person detained, including a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
 - a. the person's gender; and
 - b. the person's race or ethnicity, as stated by the person or, if the person does not state their race or ethnicity, the officer shall select "Other" from the below clearance codes:

B = Black
A = Asian
I = Native American / American Indian
H = Hispanic
M = Middle Eastern
W = White
O = Other

2. The initial reason for the contact;

3. Whether the officer conducted a search as a result of the contact and, if so, whether the person detained consented to the search or the search was based on probable cause;
 4. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
 5. The reason for the search, including whether:
 - a. any contraband or other evidence was in plain view;
 - b. any probable cause or reasonable suspicion existed to perform the search; or
 - c. the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
 6. Whether the officer made an arrest as a result of the contact or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
 7. The street address or approximate location of the contact;
 8. Whether the officer issued a written warning or a citation as a result of the contact; and
 9. Whether the individual is a resident of the Town of Pantego, which shall be reflected on the citation.
- B. The information collected will then be entered into the department's Records Management System. All contacts requiring Racial Profiling data collection must be entered.
- C. The information collected shall be compiled in an annual report covering the period January 1 through December 31 of each year, and shall be submitted to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of the Town of Pantego no later than March 1 of the following year. The report will include:
1. A breakdown of citations by race or ethnicity;
 2. Number of citations that resulted in a search;
 3. Number of searches that were consensual;
 4. Number of citations that resulted in custodial arrest; and
 5. The total number of citations.

- D. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.

IX. AUDIO AND VIDEO EQUIPMENT

- A. Each motor vehicle regularly used by this department to make traffic and pedestrian stops is equipped with a mobile video camera system capable of recording video and audio, and each motorcycle regularly used by this department to make traffic and pedestrian stops is provided with audio recording equipment.
- B. Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or by audio only for motorcycles, shall be recorded. In units equipped with mobile video camera systems, both video and audio recordings shall be required.
- C. Supervisors and Officers shall ensure that mobile video camera equipment, and/or audio equipment, is properly functioning prior to commencing their tour of duty. Police units with malfunctioning or inoperable mobile video camera equipment shall not be utilized under normal circumstances.

XI. REVIEW OF VIDEO AND AUDIO DOCUMENTATION

- A. Each audio and video recording shall be retained for a minimum period of ninety (90) days, unless a complaint is filed alleging that an officer has engaged in racial profiling with respect to a motor vehicle contact. The Assistant Police Chief shall ensure that all audio and recordings are properly stored and retained in accordance with applicable laws and this Policy.
- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to CID. CID shall retain the recording until final disposition of the complaint has been made.
- C. The Assistant Chief or his designee shall review a random sampling of officer initiated, motor vehicle contact audio / video recordings on a periodic basis. The random sampling shall be taken from the total pool of recordings in a one week period. Recordings shall be reviewed on a weekly basis. A log of all recordings reviewed shall be maintained in the department records. The log shall include the names of the officers whose contacts were reviewed and the date(s) of the recordings reviewed.

**Complaint Process: Informing the
Public and Addressing Allegations
of Racial Profiling Practices**

Informing the Public on the Process of Filing a Racial Profiling Complaint with the Pantego Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a racial profiling complaint. In an effort to comply with this particular component, the Pantego Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The administration of the Pantego Police Department has made available, in the lobby area of the Police Department Station and on the Town of Pantego web site, information relevant to filing a complaint on a racial profiling violation by a Pantego Police Officer. It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

Racial Profiling Training

Racial Profiling Training

Since 2002, all Pantego Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Pantego Police Department have completed the TCOLE mandated basic training on racial profiling. The main outline used to train the officers of Pantego has been included in this report.

It is important to recognize that the Chief of the Pantego Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Pantego Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling
Course Number 3256
Texas Commission on Law Enforcement
September 2001

Racial Profiling 3256

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers.

2. The driver and passengers are questioned about things that do not relate to the traffic violation.

3. The driver and passengers are ordered out of the vehicle

4. The officers visually check all observable parts of the vehicle

5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside

6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record

checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:

<http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

Report on Complaints

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/14---12/31/14, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

X

A check above indicates that the Pantego Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/14 ---- 12/31/14.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint No.	Alleged Violation			Disposition of the Case

Additional Comments:

Tables Illustrating Traffic and Motor Vehicle-Related Contacts

Tier 1 Data

(I) Tier 1 Data

Motor Vehicle-Related Contact Information (1/1/14—12/31/14)

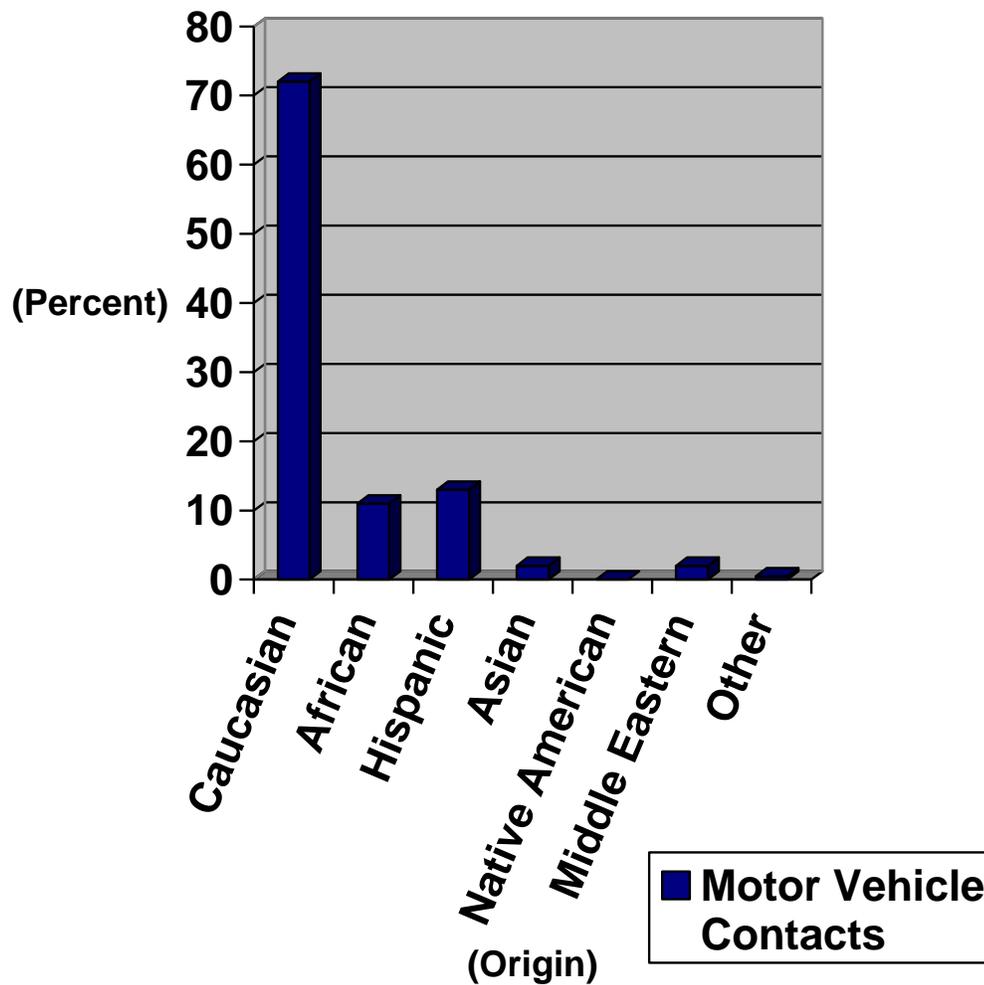
Race/Ethnicity*	Contacts		Searches		Consensual Searches		PC Searches		Custody Arrests	
	N	%	N	%	N	%	N	%	N	%
Caucasian	1,720	49	53	33	8	47	45	31	216	40
African	895	26	77	48	3	18	74	51	229	42
Hispanic	628	18	25	16	6	35	19	13	81	15
Asian	119	3	1	.6	0	0	1	.7	5	.9
Native American	0	0	0	0	0	0	0	0	0	0
Middle Eastern	138	4	5	3	0	0	5	3	12	2
Other	0	0	0	0	0	0	0	0	0	0
Total	3,500	100	161	100	17	100	144	100	543	100

"N" represents "number" of traffic-related contacts

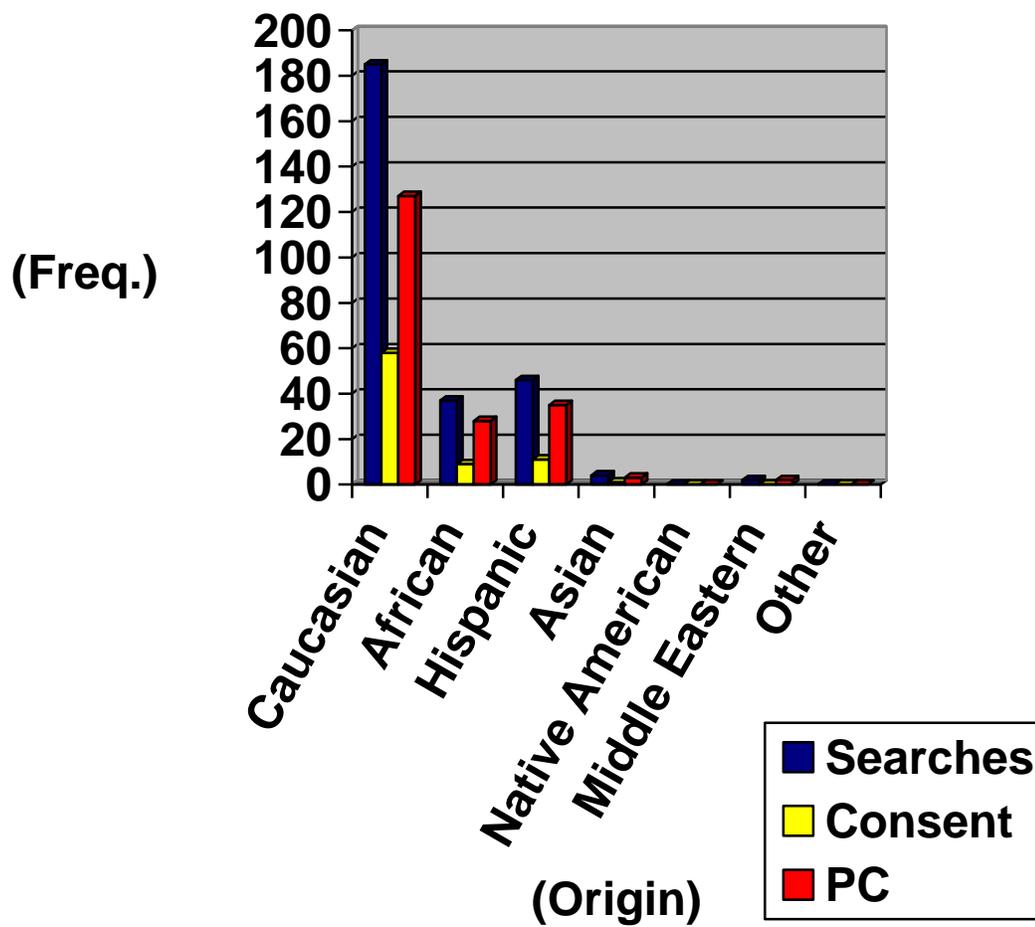
* Race/Ethnicity is defined by Senate Bill 1074 as being of a "particular descent, including Caucasian, African, Hispanic, Asian, Native American or Middle Eastern".

**Figure has been rounded

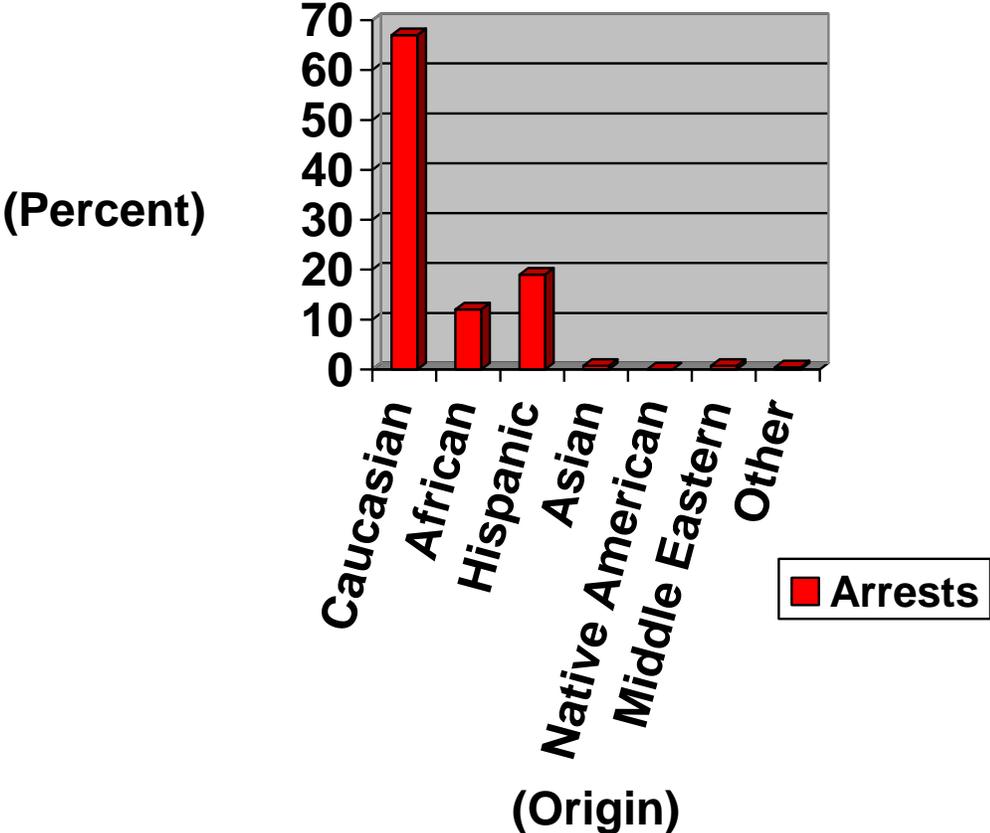
Tier 1 Data (Motor Vehicle Contacts)



Tier 1 Data (Searches)



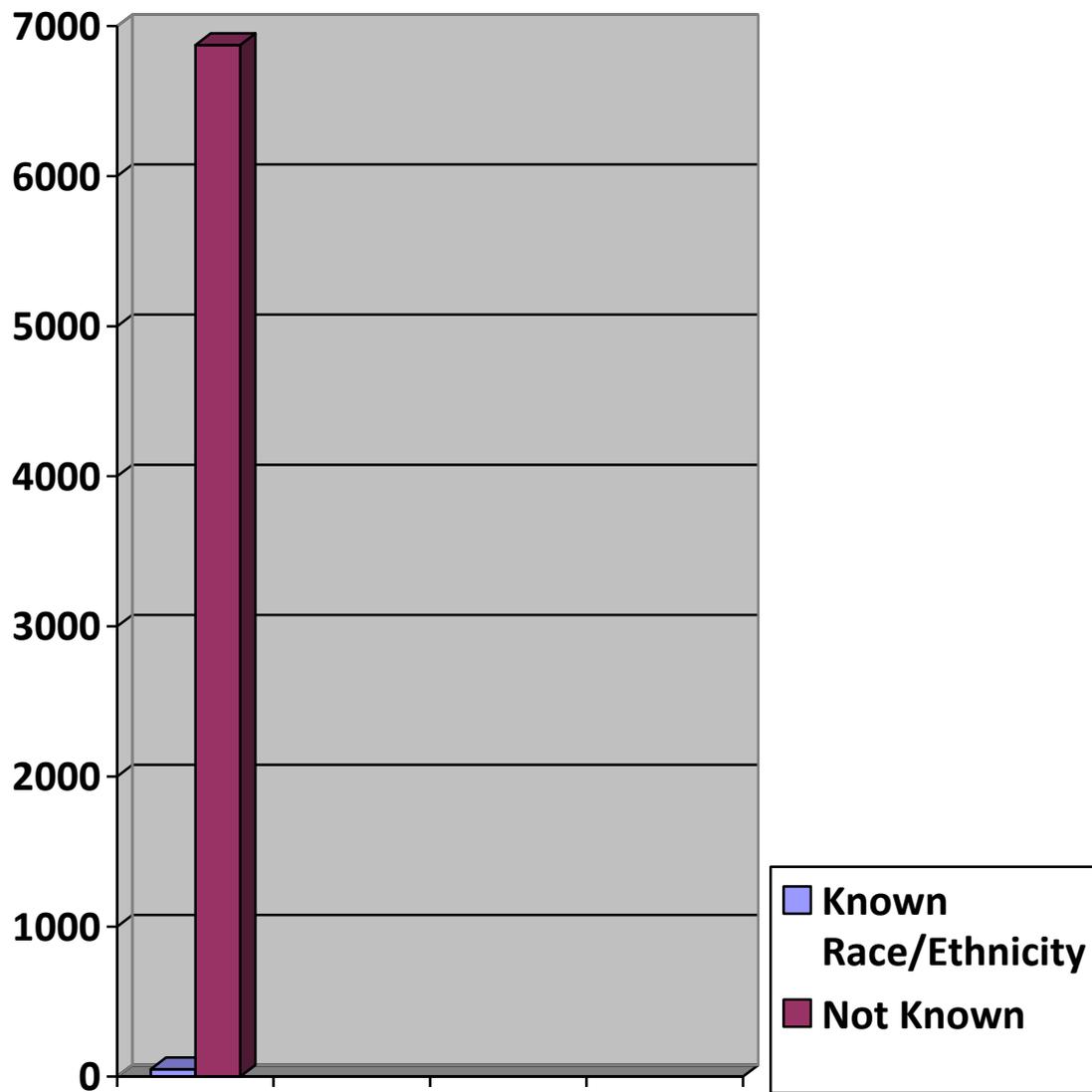
Tier 1 Data (Arrests)



Total Number of Instances where Officers Knew/did not Know Race/Ethnicity of Individuals Before Being Detained (1/1/14--12/31/14)

Total Number of Instances where Officers <u>Knew</u> Race and Ethnicity of Individuals Before Being Detained	Total Number of Instances where Officers <u>Did Not Know</u> the Race and Ethnicity of Individuals Before Being Detained
7	3,493

Known Race/Ethnicity (Frequencies)



Tier 1 (Partial Exemption TCLEOSE Form)

Partial Exemption Racial Profiling Reporting (Tier 1)

Department Name: Pantego Police Department

Agency Number 439226

Chief Administrator Name: Thomas Griffith, Chief of Public Safety

Reporting Name: Barry Reeves, Assist. Chief of Police

Contact Number: 817-274-2511

E-mail Address: breeves@townofpantego.com

Certification to Report 2.132 (Tier 1) – Partial Exemption

Policy Requirements (2.132(b) CCP): Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle

stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

These policies are in effect

A handwritten signature in blue ink, appearing to read "Thomas Suttie".

Chief Administrator

Date 2-17-2015

Partial Exemption Racial Profiling Reporting

(Tier 1)

Video and Audio Equipment Exemption

Partial Exemption Claimed by (2.135(a) CCP):

all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop.

OR

In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment

I claim this exemption



Chief Administrator

Date 2-17-2015

Partial Exemption Racial Profiling Reporting (Tier 1)

(This is the TCLEOSE recommended form. The form is not mandatory. The information contained in this form, however, is mandatory. You may use your form, but all information must be provided.)

If you claim a partial exemption you must submit a report that contains the following data or use this format to report the data.

Instructions: Please fill out all boxes. If zero, use 0.

1. Total on lines 4, 11, 14, and 17 Must be equal

2. Total on line 20 Must equal line 15

Number of Motor Vehicle Stops:

1. 3331 citation only

2. 57 arrest only

3. 112 both

4. 3500 Total

Race or Ethnicity:

5. 895 African

6. 119 Asian

7. 1720 Caucasian

8. 628 Hispanic

9. 138 Middle Eastern

10. 0 Native American

11. 3500 Total

Race or Ethnicity Known Prior to Stop?

12. 7 Yes

13. 3493 No

14. 3500 Total

Search Conducted:

15. 155 Yes

16. 3345 No

17. 3500 Total

Was Search Consented?

18. 17 Yes

19. 138 No

20. 155 Total Must Equal # 15

Option to submit required data by utilizing agency report

You must submit your report in PDF format

Electronic Submission of data required by 2.132(b)(6) CCP

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

This report meets the above requirements



Chief Administrator

2-17-2015

Date

Send entire documents electronically to this website

www.tcleose.state.tx.us

**Tier 1 Baseline Comparison
(Fair Roads Standard)**

(II) Motor Vehicle-Contacts and Fair Roads Standard/U.S. Census Comparison

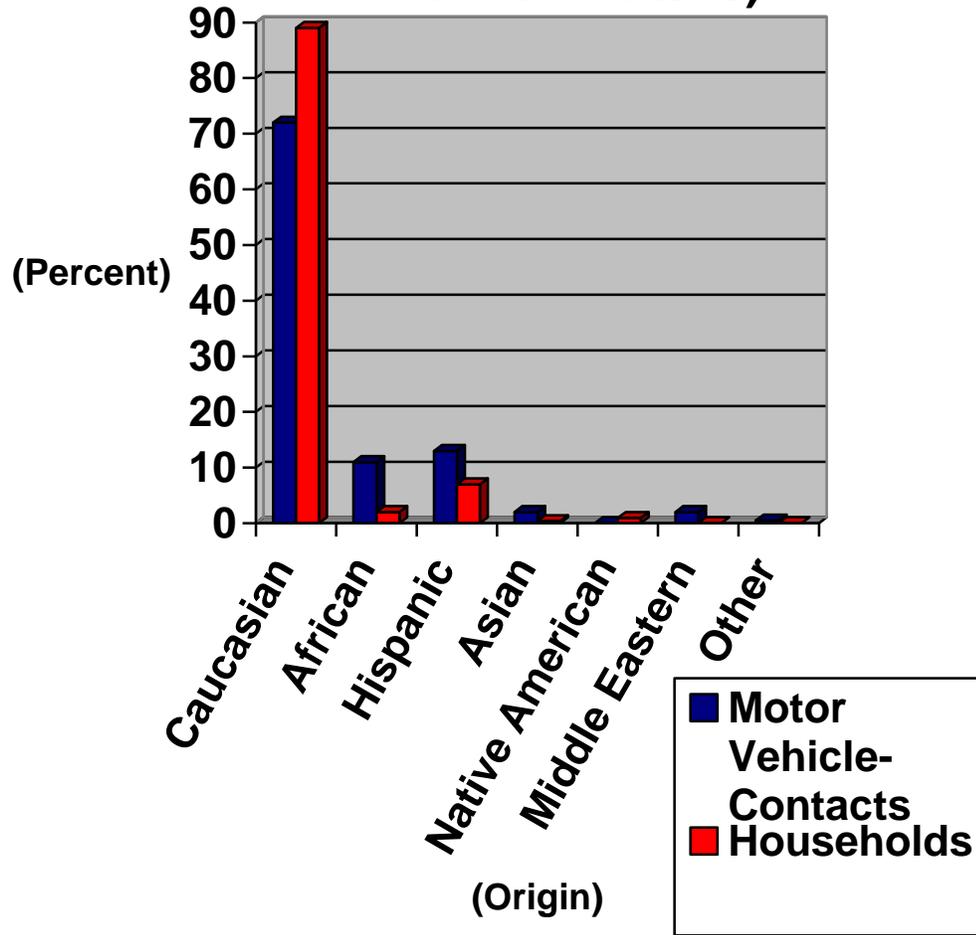
Comparison of motor vehicle-related contacts with households in DFW that have vehicle access (in percentages). (1/1/14—12/31/14)

Race/Ethnicity*	Contacts (in percentages)	Households with vehicle access (in percentages)
Caucasian	49	60
African	26	14
Hispanic	18	19
Asian	3	5
Native American	0	N/A
Middle Eastern	4	N/A
Other	0	N/A
Total	100	98**

* Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American and Middle Eastern”.

**Represents rounded figure

Tier 1 (Motor Vehicle-Contacts and Households/10)



Analysis and Interpretation of Data

Analysis

The Texas legislature, in 2001, passed Senate Bill 1074 which became the Texas Racial Profiling Law. That is, the law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individual before detaining them. Further, it is required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and presenting this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law also requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific “individual” racist behavior from aggregate-level “institutional” data on traffic or motor vehicle-related contacts.

As stated previously, in 2009, the Texas Legislature passed House Bill 3389, which modified the existing Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These most recent changes include, but are not exclusive of, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it requires police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the more recent law requires adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year. I am pleased to inform you that these additional requirements have been addressed, since 2009, by the Pantego Police Department as it is demonstrated throughout this report.

In an effort to comply with The Texas Racial Profiling Law, the Pantego Police Department commissioned the analysis of its 2014 motor vehicle contact data. Thus, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2014 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, Middle Easterners and individuals belonging to the “other” category, that came in contact with the police in the course of a motor vehicle related contact, and were either issued a citation or arrested. Further, the analysis included information relevant to the number and percentage of searches (table 1) while indicating the type of search performed (i.e., consensual or probable cause). Also, the

data analysis included the number and percentage of individuals who, after they came in contact with the police for a motor vehicle-related reason, were arrested.

The additional data analysis performed was based on a comparison of the 2014 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, it should be noted that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Pantego Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It is clear that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Pantego Police Department in 2014 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the Pantego Police Department made a decision that it would use this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas-Fort Worth (DFW) area.

Tier 1 (2014) Motor Vehicle-Related Contact Analysis

When analyzing the Tier 1 data collected in 2014, it was evident that most motor vehicle-related contacts were made with Caucasian drivers. This was followed by African American and Hispanic drivers. With respect to searches, most of them were performed on African American drivers. This was also followed by Caucasians and Hispanics. It is important to note that the arrest data revealed that African American drivers were arrested the most in motor vehicle-related contacts; this was followed by Caucasians and Hispanics.

Fair Roads Standard

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in DFW who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, with respect to Caucasians, Hispanics and Asians, a lower percentage of contacts were detected. That is, the percentage of Caucasian, Hispanic and Asian drivers that came in contact with the police in 2014 was lower than the percentage of Caucasian, Hispanic and Asian households in DFW with access to vehicles. With respect to African Americans, a higher percentage of contacts were detected. That is, the percentage of African American drivers that came in contact with the police in 2014 was higher than the percentage of African American households in DFW with access to vehicles.

Summary of Findings

The comparison of motor vehicle contacts showed that the Pantego Police Department came in contact (in motor vehicle-related incidents) with a smaller percentage of Caucasian, Hispanic and Asian drivers than the percentage that resided in the DFW and had access to vehicles; the opposite was true of African Americans. In addition, the data showed that in a large number of instances, officers did not know the race or ethnicity of individuals before detaining them, when compared to instances where officers knew the race/ethnicity of individuals before they were detained.

While considering the findings made in this analysis, it is recommended that the Pantego Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals; particularly, with African Americans. Although this additional data may not be required by state law, it is likely to provide insights regarding the nature and outcome of all motor vehicle contacts made with the public.

As part of this effort, the Pantego Police Department is also encouraged to:

- 1) Perform an independent search analysis on the search data collected in the first quarter of 2015.
- 2) Commission data audits in 2015 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The information and analysis provided in this report serves as evidence that the Pantego Police Department has, once again, complied with the Texas Racial Profiling Law.

(III) Summary

Checklist

Checklist

The following requirements **were** met by the Pantego Police Department in accordance with The Texas Racial Profiling Law:

- Clearly defined act or actions that constitute racial profiling
- Statement indicating prohibition of any peace officer employed by the Pantego Police Department from engaging in racial profiling
- Implement a process by which an individual may file a complaint regarding racial profiling violations
- Provide public education related to the complaint process
- Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- Collect data (Tier 1) that includes information on
 - a) Race and ethnicity of individual detained
 - b) Whether a search was conducted
 - c) If there was a search, whether it was a consent search or a probable cause search
 - d) Whether a custody arrest took place
- Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts (Tier 1) and present this to local governing body and TCOLE by March 1, 2015.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

Contact Information

Contact Information

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting, LLC, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on the implementation of the Groundwater Conservation Fee within the utility bills.

Date: February 23, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

The Northern Trinity Groundwater Conservation District has imposed groundwater production fees on Tarrant County public water systems, beginning in 2011. To date, the town has paid \$79,626.61. The current production fee is \$0.125 per 1,000 gallons pumped. The Council has previously discussed making this a pass-through fee on water bills. The purpose of this item is to discuss whether to do this, and if so, at what rate. The attached spreadsheet shows the pumpage fee and amount paid per month since it was enacted in 2011.

The following are presented as pass-through fee options for Council to provide staff direction. That direction will be incorporated into an ordinance to adjust future utility billing at an upcoming meeting.

\$0.125 Rate – Would cover fees moving forward with no recovery of past fees

\$0.15 Rate – Would generate approximately \$4,500 per year for a recovery period of 17.7 years

\$0.20 Rate – Would generate approximately \$13,500 per year for a recovery period of 5.9 years

\$0.225 Rate – Would generate approximately \$18,000 per year for a recovery period of 4.4 years

\$0.25 Rate – Would generate approximately \$22,500 per year for a recovery period of 3.5 years

One item of note is that the pumpage fee is based on the amount of water that passes through the meters on the Town's wells. The Town bills customers for the amount that passes through their individual water meters. There is an estimated difference of approximately 9% in what is produced, versus what is billed for Fiscal Year 2013-14. This is accounted for by what is kept in storage tanks and water lines, what is lost through hydrants flushing and fire department usage, leaks, and aging customer's meters. Imposing an equivalent fee to what the District charges will not offset the full amount of fees imposed on the Town.

Also of note is that the District has the ability to increase the fee from \$0.125 to \$0.20 per \$1,000 gallons at any point in the future.

FISCAL IMPACT:

To be determined based on Council direction.

RECOMMENDATION:

Provide direction to staff.

ATTACHMENTS:

Northern Trinity Groundwater Conservation District Pumpage Fee History for the Town of Pantego

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

Date	Pumpage (KGAL)						Total Pumpage (KGAL)	Rate	Monthly Total	Annual Total Expense	Daily Average	
	Well: 1 StpE	Well: 2 StpW	Well: 3(303)	Well: 4 Ln1	Well: 5 Nor	Well: 6 Ln2						
Oct-10	281	452	1,245	13,653	0	2,082	17713	\$ 0.030	\$ 531.39		571.4	
Nov-10	27	42	117	10,687	0	1,724	12597	\$ 0.030	\$ 377.91		419.9	
Dec-10	241	390	846	9,261	0	1,759	12497	\$ 0.030	\$ 374.91		403.1	
Jan-11	1,460	2,506	6,757	7,863	3,567	1,995	24148	\$ 0.030	\$ 724.44		779.0	
Feb-11	1,519	2,679	4,526	1,435	3,231	1,787	15177	\$ 0.030	\$ 455.31		542.0	
Mar-11	1,174	2,022	5,646	0	4,055	2,189	15086	\$ 0.030	\$ 452.58		502.9	
Apr-11	1,669	2,890	8,704	0	1,170	1,743	16176	\$ 0.030	\$ 485.28		502.9	
May-11	1,589	2,736	7,478	0	2,228	1,355	15386	\$ 0.030	\$ 461.58		496.3	
Jun-11	2,317	4,356	11,969	360	3,907	1,792	24701	\$ 0.030	\$ 741.03		851.8	
Jul-11	1,966	4,024	11,232	9,621	4,445	1,767	33055	\$ 0.030	\$ 991.65		1066.3	
Aug-11	1,726	3,375	9,424	13,147	3,211	1,926	32809	\$ 0.030	\$ 984.27		1058.4	
Sep-11	953	1,619	4,295	14,178	2,706	1,686	25437	\$ 0.030	\$ 763.11		847.9	
FY 10-11							FY Total Pumpage	244782		\$ 7,343.46		670.6
Oct-11	410	427	1,892	10,945	3,098	1,361	18133	\$ 0.100	\$ 1,813.30		584.9	
Nov-11	0	2	1	9,483	1,782	1,192	12460	\$ 0.100	\$ 1,246.00		415.3	
Dec-11	219	362	956	6,122	1,523	908	10090	\$ 0.100	\$ 1,009.00		325.5	
Jan-12	1,586	2,602	4,361	0	1,373	0	9922	\$ 0.100	\$ 992.20		320.1	
Feb-12	978	1,734	259	218	4,296	1,693	9178	\$ 0.100	\$ 917.80		327.8	
Mar-12	340	612	0	6,738	2,441	1,317	11448	\$ 0.100	\$ 1,144.80		381.6	
Apr-12	74	519	0	8,783	2,221	1,331	12928	\$ 0.100	\$ 1,292.80		381.6	
May-12	0	2,271	22	13,099	2,633	1,858	19883	\$ 0.100	\$ 1,988.30		641.4	
Jun-12	0	1,092	2,934	13,501	1,123	1,960	20610	\$ 0.100	\$ 2,061.00		710.7	
Jul-12	0	2,089	6,073	15,787	371	2,321	26641	\$ 0.100	\$ 2,664.10		859.4	
Aug-12	0	1,867	4,880	14,766	102	2,214	23829	\$ 0.100	\$ 2,382.90		768.7	
Sep-12	0	1,401	3,848	14,055	350	2,108	21762	\$ 0.100	\$ 2,176.20		725.4	
FY 11-12							FY Total Pumpage	196884		\$ 19,688.40		539.4
Oct-12	0	153	408	12,363	1,381	1,811	16116	\$ 0.125	\$ 2,014.50		519.9	
Nov-12	0	122	326	12,373	82	1,842	14745	\$ 0.125	\$ 1,843.13		491.5	
Dec-12	0	264	701	9,564	387	1,683	12599	\$ 0.125	\$ 1,574.88		406.4	
Jan-13	0	106	172	8,886	0	1,391	10555	\$ 0.125	\$ 1,319.38		340.5	
Feb-13	0	1,949	5,598	216	44	1,382	9189	\$ 0.125	\$ 1,148.63		328.2	

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Mar-13	0	2,428	7,408	370	3,138	1,204	14548	\$ 0.125	\$ 1,818.50	484.9
Apr-13	0	2,310	8,415	1,586	4,492	1,513	18316	\$ 0.125	\$ 2,289.50	484.9
May-13	0	137	399	9,892	3,121	1,262	14811	\$ 0.125	\$ 1,851.38	477.8
Jun-13	0	239	622	13,061	2,686	1,609	18217	\$ 0.125	\$ 2,277.13	628.2
Jul-13	0	597	1,606	14,141	3,668	1,645	21657	\$ 0.125	\$ 2,707.13	698.6
Aug-13	0	1,191	3,142	15,846	2,347	1,806	24332	\$ 0.125	\$ 3,041.50	784.9
Sep-13	0	905	2,494	15,531	0	1,627	20557	\$ 0.125	\$ 2,569.63	685.2
FY 12-13					FY Total Pumpage	195642			\$ 24,455.25	536.0
Oct-13	0	592	1,511	11,706	4	766	14579	\$ 0.125	\$ 1,822.38	470.3
Nov-13	0	286	4,822	4,236	4	1,869	11217	\$ 0.125	\$ 1,402.13	373.9
Dec-13	0	0	2,377	6,531	0	1,491	10399	\$ 0.125	\$ 1,299.88	335.5
Jan-14	0	0	1,469	7,629	175	1,490	10763	\$ 0.125	\$ 1,345.38	347.2
Feb-14	0	0	41	8,538	501	1,128	10208	\$ 0.125	\$ 1,276.00	364.6
Mar-14	0	0	92	9,313	3,667	0	13072	\$ 0.125	\$ 1,634.00	435.7
Apr-14	0	0	183	10,113	3,640	0	13936	\$ 0.125	\$ 1,742.00	435.7
May-14	0	0	492	11,993	3,910	963	17358	\$ 0.125	\$ 2,169.75	559.9
Jun-14	0	0	5,229	5,033	4,313	1,870	16445	\$ 0.125	\$ 2,055.63	567.1
Jul-14	0	0	2,377	11,724	4,476	1,739	20316	\$ 0.125	\$ 2,539.50	655.4
Aug-14	0	262	1,754	14,797	4,255	1,635	22703	\$ 0.125	\$ 2,837.88	732.4
Sep-14	0	817	1,824	14,027	124	1,753	18545	\$ 0.125	\$ 2,318.13	618.2
FY 13-14					FY Total Pumpage	179541			\$ 22,442.63	491.9
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