



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

April 13, 2015

COUNCIL MEMBERS:

Fred Adair
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

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

WORK SESSION 6:30 P.M.

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

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

1. City Manager Report
 - Personnel Vacancies
 - Warrant Round-up
 - TPWD
 - Zoning Meeting
2. Monthly Staff Reports
 - Finance: Monthly Investment, Interest Distribution, Fund Investment, General Fund Variance Analysis, General Fund Summarized Expenditure Variance Analysis, Water and Sewer Variance Analysis.
 - Public Safety: Public Safety Monthly Activity Report, Officer Activity Report, Criminal Investigation Report, Crime Statistics, Fire Department Monthly Activity Summary, Letters of Appreciation.
 - Public Works Department: Director's Update, Water Billing Reports.
 - Community Development: Certificate of Occupancies, Building Permits, Inspections, Construction Values, Contractor Registrations.
 - Municipal Court: Citations Issued, Warrants Issued, Monies Received.
 - Utilities: Water and Sewer Billing Analysis, Garbage and Recycle Billing Analysis.
3. Approval of Bills Payable and Purchase Orders in excess of \$1,000.
A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.
4. Approval and Acceptance of Minutes
 - Approval of Town Council Minutes:
 - Town Council minutes from March 23, 2015
 - Acceptance of Minutes of Boards and Commissions:
 - PEDC minutes from March 11, 2015
 - PEDC minutes from March 25, 2015

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Councilmember Adair

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

HONORS/RECOGNITIONS

COUNCIL LIAISON TO BOARD REPORT

- Community Relations Board
- Pantego Youth Leadership Council

PEDC REPORT

CITIZENS OPEN FORUM

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

APPROVAL OF CONSENT AGENDA ITEMS

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

RESOLUTION

5. Discuss, direct, and consider action on Resolution 15-09 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Deltatek Engineering for basic engineering services associated with the construction of the Wagon Wheel Trail Bridge, Water, and Wastewater Line Replacement; providing for an Effective Date.
6. Discuss, direct, and consider action on Resolution 15-10 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to award a bid for the construction, to negotiate, and to enter into a contract with the bid recipient for the Park Row Waterline Project; providing for an Effective Date.
7. Discuss, direct, and consider action on Resolution 15-11 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to establish an account with Terracon and approval of a purchase order in the amount of \$10,000 for anticipated costs for material testing associated with the construction of the Wagon Wheel Trail and Park Row Drive Projects; providing for an Effective Date.

ORDINANCE

8. Discuss, direct, and consider action on zoning case Z-206, a proposed Special Use Permit, as requested by Ann Farrell to install a Multi-Tenant Pole sign that is larger than allowed by Town Ordinance as requested by Matco Signs for the property at 2304 W. Park Row Drive, Tracts 1A3, 1A3A, 1A3B, 1A5, 1A5B, and 1A5C of the William J. Barry Survey, Pantego, Tarrant County, Texas. The property is generally located in the Lakewood Shopping Center on the south side of West Park Row Drive between South Bowen Road and Milby Road.

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

9. Discuss, direct, and consider action on a waterline extension and possible crossover on Pioneer Parkway.

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 – Van Hoosier.

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

COUNCIL INQUIRY

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

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code. I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, April 10, 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: April 13, 2015

Personnel Vacancies

Vacancies remain for the positions of Police Officer and Dispatcher.

Warrant Roundup

During the period of March 7th through March 15th, the Pantego Warrant Division took part in the 2015 Great Texas Warrant Round Up. As in years past, we joined with nearly 300 law enforcement agencies statewide in an attempt to clear Class C warrants generated in Municipal Courts across the state. This year there were 309 Pantego warrants cleared, with a cash collection total of \$17,815.20 for the week. The round up was not quite as successful as in years past due it being conducted during spring break this year, although we are continuing to see some residual collections due to the efforts during this time. Historically, the round up has been conducted prior to spring break, allowing for more contacts at homes and businesses.

TPWD Grant Application

The Texas Parks and Wildlife Department grant application has been submitted. We should receive a response in approximately five months.

Zoning

The Special Council Meeting to review the Zoning Ordinance has been scheduled for Monday, April 20th.



AGENDA BACKGROUND

AGENDA ITEM: Monthly Staff Reports

Date: April 13, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Staff reports on departmental activities on a monthly basis.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the reports as presented.

ATTACHMENTS:

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

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



ABOUT THIS REPORT

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

The report is presented in four sections:

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

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

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

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

Book Value of Pool Account, March 1, 2015 \$ 5,345,016

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	3/1/2015	\$ 5,345,016	3/31/2015	0.05%	\$ 1.00
Certificate of Deposits	2/26/2015	\$ 907,309	2/23/2017	0.69%	\$ 907,309

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 5,345,016	\$ 5,345,390	\$ (214)	\$ 5,345,016	\$ 5,345,176
Certificate of Deposits	907,309	907,309	0.00	907,309	907,309
Total	\$ 6,252,325	\$ 6,252,699	\$ (214)	\$ 6,252,325	\$ 6,252,485

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

Book Value of Pool Account, March 1, 2015 \$ 285,391

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	3/1/2015	\$ 285,391	3/31/2015	0.05%	\$ 1.00

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 285,391	\$ 285,411	\$ (11)	\$ 285,391	\$ 285,400
Total	\$ 285,391	\$ 285,411	\$ (11)	\$ 285,391	\$ 285,400

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


Matthew Fielder
City Manager


Ariel Carmona
Finance Director

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

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
GENERAL FUND						
100-0-000-102.00	CASH	331,527.10				
100-0-000-102.10	PETTY CASH	500.00				
100-0-000-102.20	CHANGE FUND - COURT	300.00				
100-0-000-102.30	CHANGE FUND - CITY HALL	105.00				
100-0-000-202.00	CERT OF DEPOSIT		252,755.95			
100-0-000-203.00	DISC NOTE #1			0.00		
100-0-000-204.00	TEXPOOL				2,195,973.37	
	TOTAL 100-GENERAL FUND	332,432.10	252,755.95	0.00	2,195,973.37	2,781,161.42
LONG TERM DEBT FUND						
	TOTAL 150-LONG TERM DEBT FUND	0.00	0.00	0.00	0.00	0.00
FIXED ASSETS FUND						
	TOTAL 175-FIXED ASSETS FUND	0.00	0.00	0.00	0.00	0.00
WATER AND SEWER FUND						
200-0-000-102.00	CASH	230,236.84				
200-0-000-102.10	PETTY CASH	0.00				
200-0-000-202.00	CERTIFICATE OF DEPOSIT		251,751.37			
200-0-000-203.00	DISCOUNT NOTE #1			0.00		
200-0-000-204.00	TEXPOOL				40,338.05	
	TOTAL 200-WATER AND SEWER FUND	230,236.84	251,751.37	0.00	40,338.05	522,326.26
CAPITAL PROJECTS FUND						
300-0-000-102.00	CASH	0.00				
300-0-000-202.00	CERT OF DEPOSITS		0.00			
300-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
300-0-000-204.00	TEXPOOL				6,233.08	
	TOTAL 300-CAPITAL PROJECTS FUND	0.00	0.00	0.00	6,233.08	6,233.08
INTEREST & SINKING FUND						
400-0-000-102.00	CASH	0.00				
400-0-000-202.00	CERT OF DEPOSITS		100,700.51			
400-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
400-0-000-204.00	TEXPOOL				212,261.43	
	TOTAL 400-INTEREST & SINKING FUND	0.00	100,700.51	0.00	212,261.43	312,961.94
STREET IMPVMT CONST FUND						
500-0-000-102.00	CASH	0.00				
500-0-000-202.00	CERT OF DEPOSITS		251,751.37			
500-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
500-0-000-204.00	TEXPOOL				426,201.10	
	TOTAL 500-STREET IMPVMT CONST FUND	0.00	251,751.37	0.00	426,201.10	677,952.47

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

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
PARK ROW PROJ FUND						
550-0-000-204.00	TEXPOOL				1,506,696.25	
	TOTAL 550-PARK ROW PROJ FUND	0.00	0.00	0.00	1,506,696.25	1,506,696.25
TRUST & AGENCY FUND						
650-0-000-102.00	CASH	73,842.62				
650-0-000-202.00	CERT OF DEPOSITS		0.00			
650-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
650-0-000-204.00	TEXPOOL				81,812.00	
	TOTAL 650-TRUST & AGENCY FUND	73,842.62	0.00	0.00	81,812.00	155,654.62
WATER/SEWER CONSTRUCTION						
700-0-000-102.00	CASH	0.00				
700-0-000-202.00	CERT OF DEPOSITS		0.00			
700-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
700-0-000-204.00	TEXPOOL				326,176.42	
	TOTAL 700-WATER/SEWER CONSTRUCTION	0.00	0.00	0.00	326,176.42	326,176.42
INFRASTRUCTURE IMPVMT						
750-0-000-102.00	CASH	0.00				
750-0-000-202.00	CERT OF DEPOSITS		0.00			
750-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
750-0-000-204.00	TEXPOOL				369,218.74	
	TOTAL 750-W/S INFRASTRUCTURE FUND	0.00	0.00	0.00	369,218.74	369,218.74
PAYROLL IMPREST FUND						
777-0-000-102.00	CASH	7,644.59				
	TOTAL 777-PAYROLL IMPREST FUND	7,644.59	0.00	0.00	0.00	7,644.59
COURT SECURITY FUND						
800-0-000-102.00	CASH	0.00				
800-0-000-202.00	CERT OF DEPOSITS		0.00			
800-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
800-0-000-204.00	TEXPOOL				22,444.31	
	TOTAL 800-COURT SECURITY FUND	0.00	0.00	0.00	22,444.31	22,444.31
COURT TECHNOLOGY FUND						
825-0-000-102.00	CASH	0.00				
825-0-000-202.00	CERT OF DEPOSITS		0.00			
825-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
825-0-000-204.00	TEXPOOL				59,373.24	
	TOTAL 825-COURT TECHNOLOGY FUND	0.00	0.00	0.00	59,373.24	59,373.24
PANTEGOFEST						
850-0-000-102.00	CASH	25,531.87				
850-0-000-102.20	CHANGE FUND	0.00				
850-0-000-204.00	TEXPOOL				1,701.48	
	TOTAL 850-PANTEGOFEST	25,531.87	0.00	0.00	1,701.48	27,233.35

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

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>SHAMBURGER MEMORIAL FUND</u>						
875-0-000-102.00	CASH	0.00				
875-0-000-202.00	CERT OF DEPOSITS		50,350.24			
875-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
875-0-000-204.00	TEXPOOL				31,767.11	
TOTAL 875-SHAMBURGER		0.00	50,350.24	0.00	31,767.11	82,117.35
<u>CARTWRIGHT LIBRARY FUND</u>						
880-0-000-102.00	CASH	0.00				
880-0-000-202.00	CERT OF DEPOSITS		0.00			
880-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
880-0-000-204.00	TEXPOOL				20,869.54	
TOTAL 880-CARTWRIGHT LIBRARY FUND		0.00	0.00	0.00	20,869.54	20,869.54
<u>PEDC INTEREST & SINKING</u>						
901-0-000-102.00	CASH	0.00				
901-0-000-206.10	TEXPOOL				28,628.48	
TOTAL 901-PEDC INTEREST & SINKING		0.00	0.00	0.00	28,628.48	28,628.48
<u>PEDC BOND RESERVE FUND</u>						
TOTAL 902-PEDC BOND RESERVE FUND		0.00	0.00	0.00	0.00	0.00
<u>PEDC OPERATING FUND</u>						
903-0-000-102.00	CASH	2,101.32				
903-0-000-102.10	PETTY CASH	0.00				
903-0-000-206.10	TEXPOOL				300,935.82	
TOTAL 903-PEDC OPERATING FUND		2,101.32	0.00	0.00	300,935.82	303,037.14
<u>PEDC ADMIN EXPENDITURE</u>						
TOTAL 904-DORMANT		0.00	0.00	0.00	0.00	0.00
<u>PEDC REDEMPTION FUND</u>						
TOTAL 905-DORMANT		0.00	0.00	0.00	0.00	0.00
<u>PEDC SALES TAX REVENUE</u>						
906-0-000-102.00	CASH	0.00				
906-0-000-206.10	TEXPOOL				0.00	
TOTAL 906-PEDC SALES TAX REVENUE		0.00	0.00	0.00	0.00	0.00
<u>ACCOUNTS PAYABLE IMPREST</u>						
TOTAL 999-DORMANT		0.00	0.00	0.00	0.00	0.00
<hr/>						
ALL FUNDS TOTAL		671,789.34	907,309.44	0.00	5,630,630.42	7,209,729.20
		=====	=====	=====	=====	=====
TOTAL CASH AND INVESTMENTS		671,789.34			6,537,939.86	
		=====			=====	

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Interest Distribution

Deposit	Withdrawal	Transfer	Multi Transaction	Vendor Pa
Reports	Report Scheduler	Report Access	Statements	Inqui
			Help / Contact Us	Update P

Interest Distribution Report

Interest Distribution Report

Generated: 04/01/2015
Settlement Date: 03/31/2015

Location : 79038
Location Name : TOWN OF PANTEGO

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

Pool Number/Name	Account Number	Account Name	Interest Amount	Month End Balance
449/	7903800001	GENERAL FUND	\$211.94	\$5,345,227.54
449/	7903800002	PANTEGO ECONOMIC DEVELOPMENT CORP	\$11.65	\$285,402.88
TexPool Totals:			\$223.59	\$5,630,630.42
Locations Totals			\$223.59	\$5,630,630.42

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



Pool Information

Location: 79038
TOWN OF PANTEGO

TexPool

Average monthly rate for March	0.0480%
Average monthly allocation factor for March	0.000001315
Information as of	March 31, 2015
Current Interest Rate ⁽³⁾	0.0520%
Allocation Factor	0.000001425
7 day Net Yield	0.05%
Current Pool Balance	\$15,213,429,167.24
Current Weighted Average Maturity ⁽¹⁾	50 days
Current Weighted Average Maturity ⁽²⁾	75 days
Market Value per Share	1.00003

TexPool Prime

Average monthly rate for March	0.0880%
Average monthly allocation factor for March	0.000002410
Information as of	March 31, 2015
Current Interest Rate ⁽³⁾	0.0945%
Allocation Factor	0.000002590
7 day Net Yield	0.09%
Current Pool Balance	\$1,548,812,800.90
Current Weighted Average Maturity ⁽¹⁾	44 days
Current Weighted Average Maturity ⁽²⁾	48 days
Market Value per Share	1.00001

Contact Information

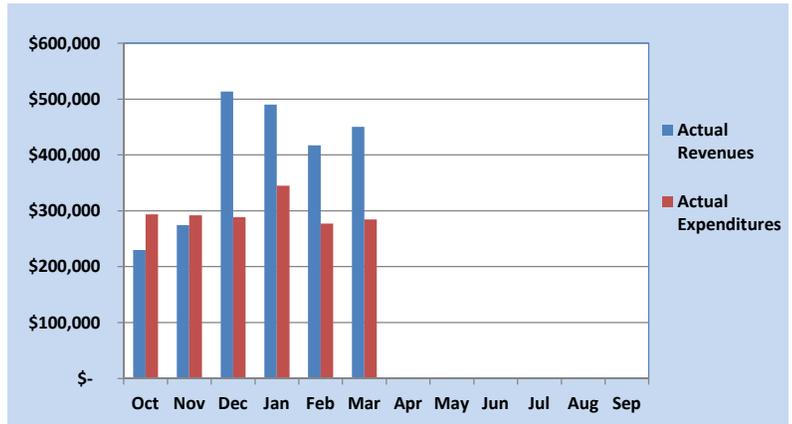
Participant Services 1-866-839-7665

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

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

OVERALL FUND PERFORMANCE
FY 2015 GENERAL FUND REVENUES VS EXPENDITURES

MONTH	Actual Revenues	Actual Expenditures	Change in Fund Balance Increase (Decrease)
Oct	\$ 229,668	\$ 293,492	\$ (63,824)
Nov	274,134	292,018	(17,884)
Dec	513,378	288,672	224,706
Jan	490,333	344,999	145,334
Feb	417,090	276,940	140,150
Mar	450,212	284,393	165,819
Apr			
May			
Jun			
Jul			
Aug			
Sep			
TOTAL	\$ 2,374,815	\$ 1,780,514	\$ 594,301
Budget	\$ 3,732,484	\$ 4,034,978	
Over/(under)	\$ (1,357,669)	\$ (2,254,464)	
YTD % collected & expensed	63.6%	44.1%	



Revenues:

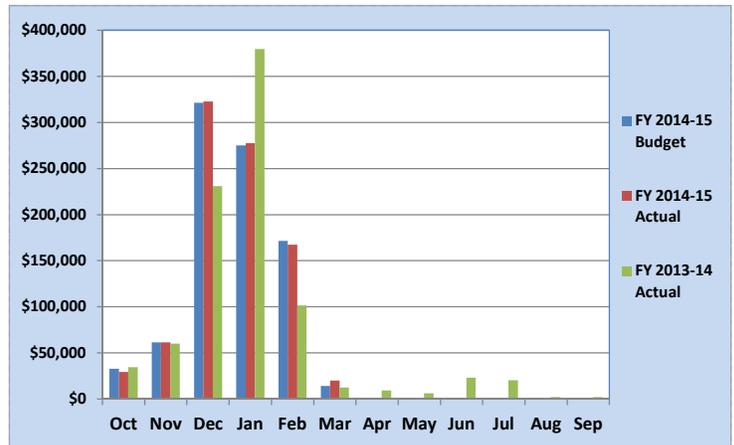
Total revenues in the General Fund as of March 31st totaled \$2,374,815. Revenues for the same period last year totaled \$2,372,419; \$2,396 lower compared to this year. Compared to this year's projection of \$2,335,575 through the end of March, total revenue collected for the period is \$39,240 higher than anticipated. This increase comes as a result of higher than projected sales tax collections and a slight increase in collections from fines and forfeitures and licenses and permits. Revenues from Franchise fees are also slightly higher than projected for the period.

Expenditures:

Expenditures in the General Fund as of March 31st totaled \$1,780,514; \$113,277 lowered than projected for the end of the first half of the fiscal year. Total expenditures for the same period last year totaled \$1,847,688; \$67,174 higher compared to this year's expenditures. The difference may be attributable to the timing of capital purchases, vacancy savings and lower than expected expenses.

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

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 34,367	\$ 32,832	\$ 29,204	\$ (3,628)
Nov	60,066	61,417	61,371	(46)
Dec	230,830	321,417	322,907	1,490
Jan	379,898	275,000	277,595	2,595
Feb	101,435	171,417	167,342	(4,075)
Mar	12,374	13,917	19,958	6,041
Apr	9,103			
May	6,061			
Jun	22,934			
Jul	20,219			
Aug	2,027			
Sep	1,922			
TOTAL	\$ 881,236	\$ 876,000	\$ 878,377	\$ 2,377
Budget	\$ 880,000		\$ 967,000	
Over/(under)	\$ 1,236		\$ (88,623)	
YTD % collected			90.8%	



Property tax:

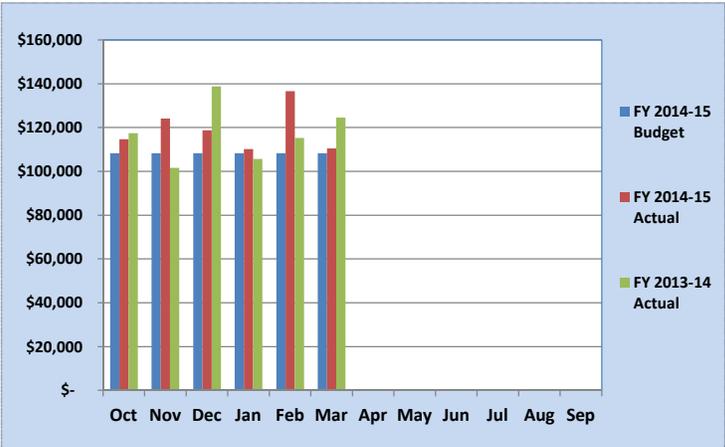
Description: Property tax is the second largest source of revenue for the General Fund. Property taxes are levied on both real and personal property according to the property's valuation and tax rate. The property tax rate for the Town of Pantego for FY 2015 is \$0.42 per \$100 valuation, unchanged from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

Analysis: General fund property tax collections through the month of March totaled \$878,377 or 90.8% of the FY 2015 budgeted amount. Last year \$818,969 or 93.1% of the property tax was collected through March 31. However, the Town has collected about \$59,000 more in property taxes this year compared to the same period last year.

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

REVENUE ANALYSIS - General Fund
FY 2015 SALES AND USE TAX

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 117,450	\$ 108,201	\$ 114,681	\$ 6,480
Nov	101,605	108,201	124,068	15,867
Dec	138,744	108,201	118,757	10,556
Jan	105,673	108,201	110,090	1,889
Feb	115,203	108,201	136,546	28,345
Mar	124,540	108,201	110,404	2,203
Apr	114,075	108,201		
May	107,566	108,201		
Jun	132,526	108,201		
Jul	113,790	108,201		
Aug	114,681	108,201		
Sep	123,282	108,198		
TOTAL	\$ 1,409,135	\$ 1,298,409	\$ 714,545	\$ 65,339
<i>Budget</i>	<i>\$ 1,281,969</i>		<i>\$ 1,298,409</i>	
<i>Over/(under)</i>	<i>\$ 127,166</i>		<i>\$ (583,864)</i>	
<i>YTD % collected</i>			<i>55.0%</i>	



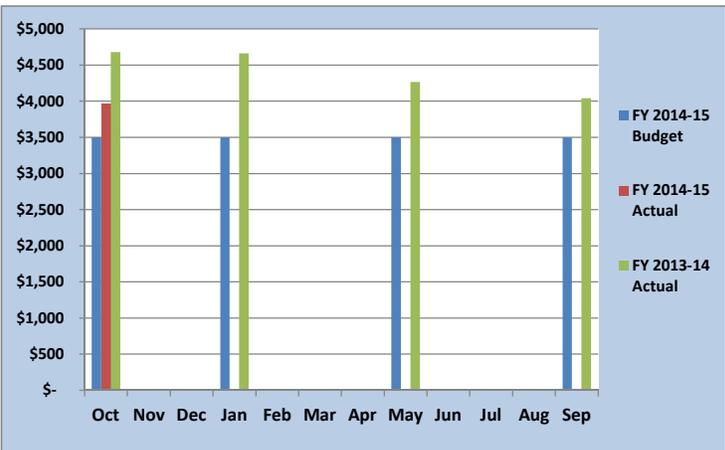
Sales and use tax:

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

Analysis: Sales tax revenue through the end of March of \$714,545 compared to revenue from the same period last year of \$703,216 shows an increase of \$11,329. Compared to this year's budget projection of \$649,206, actual sales tax collections through March 31 is \$65,339 higher than projected for the period.

REVENUE ANALYSIS - General Fund
FY 2015 MIXED BEVERAGE TAX

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



Mixed beverage tax:

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

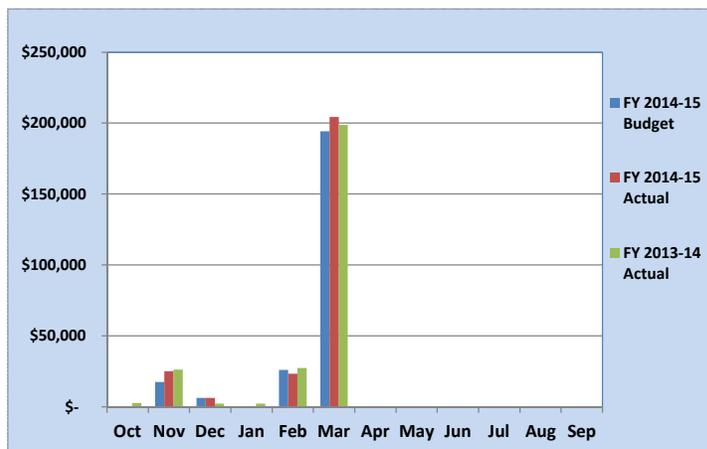
Analysis: Collections of mixed beverage tax through the end of January totaled \$3,972; \$472 higher than projected for the period. However, compared to last year's actual revenue collection of \$4,681, this year's first quarter mixed beverage tax decreased by \$709. The next mixed beverage quarterly payment for the months of January through March is expected to be collected in April.

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

REVENUE ANALYSIS - General Fund

FY 2015 FRANCHISE FEES

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 2,501	\$ -	\$ 313	\$ 313
Nov	26,240	17,333	24,966	7,633
Dec	2,122	6,250	6,256	6
Jan	2,170	-	73	73
Feb	27,162	26,000	23,239	(2,761)
Mar	198,730	194,250	204,383	10,133
Apr	18,228			
May	20,492			
Jun	-			
Jul	-			
Aug	24,031			
Sep	9,789			
TOTAL	\$ 331,464	\$ 243,833	\$ 259,230	\$ 15,397
Budget	\$ 327,000		\$ 327,000	
Over/(under)	\$ 4,464		\$ (67,770)	
YTD % collected			79.3%	



Franchise fees:

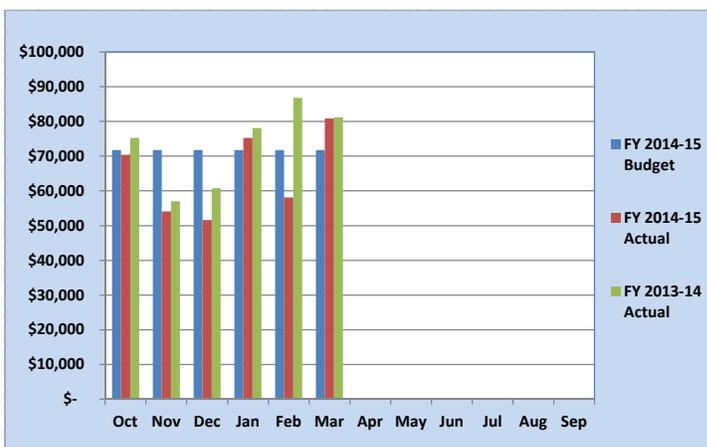
Description: Franchise fees are fees charged to specific industries conducting business within the Town. Utilities (electric, phone, gas and cable) that operate within the Town pay this fee for their use of the Town's right-of-way to run their utility lines. Franchise fee payments are based on a percentage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

Analysis: Revenue from franchise fees through March 31st totaled \$259,230; \$15,397 higher than projected for the period. Compared to last year revenue of \$258,925, this year's revenue through the end of March of \$259,230 shows a slight increase of \$305. Collections from natural gas franchise fees in March were about \$9,300 higher than budgeted.

REVENUE ANALYSIS - General Fund

FY 2015 FINES & FORFEITURES

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 75,261	\$ 71,792	\$ 70,412	\$ (1,380)
Nov	57,019	71,792	54,055	(17,737)
Dec	60,736	71,792	51,640	(20,152)
Jan	78,089	71,792	75,232	3,440
Feb	86,792	71,792	58,164	(13,628)
Mar	81,185	71,792	80,877	9,085
Apr	88,776	71,792		
May	71,867	71,792		
Jun	65,458	71,792		
Jul	75,144	71,792		
Aug	51,879	71,792		
Sep	87,632	71,788		
TOTAL	\$ 879,837	\$ 861,500	\$ 390,380	\$ (40,372)
Budget	\$ 861,500		\$ 861,500	
Over/(under)	\$ 18,337		\$ (471,120)	
YTD % collected			45.3%	



Fines and Forfeitures:

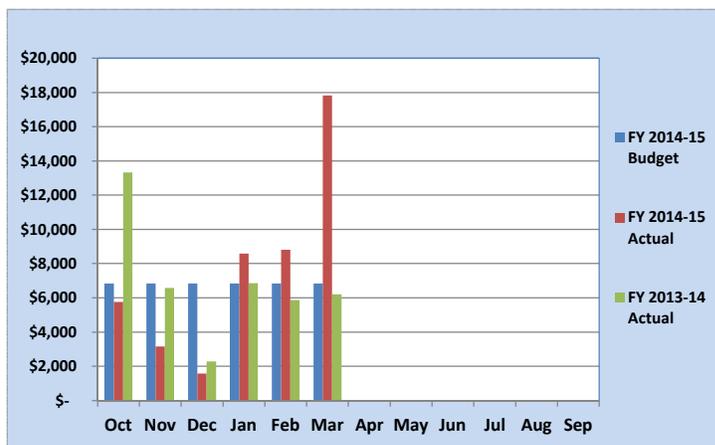
Description: Fines and forfeitures revenue for the Town include revenue from municipal court fines, warrant charges and other special assessment fees. Fines and related fees are assessed by the violation of local ordinances and state laws. For every dollar assessed, a percentage is recognized as fines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

Analysis: Court fines and fees represent 23.1% of the total revenue projection for the General Fund. Fines and forfeiture collections are \$390,380 or 45.3% of budget as of March 31st. Current year revenues, however, are \$40,372 or 9.4% lower than projected for the current year and \$48,701 or 11.1% lower than realized through the end of March FY 2014.

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

REVENUE ANALYSIS - General Fund
FY 2015 LICENSES & PERMITS

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 13,328	\$ 6,833	\$ 5,764	\$ (1,069)
Nov	6,579	6,833	3,151	(3,682)
Dec	2,286	6,833	1,580	(5,253)
Jan	6,861	6,833	8,576	1,743
Feb	5,872	6,833	8,801	1,968
Mar	6,198	6,833	17,821	10,988
Apr	13,211	6,833		
May	3,941	6,833		
Jun	2,213	6,833		
Jul	7,997	6,833		
Aug	4,555	6,833		
Sep	4,378	6,837		
TOTAL	\$ 77,419	\$ 82,000	\$ 45,693	\$ 4,695
Budget	\$ 83,050		\$ 82,000	
Over/(under)	\$ (5,631)		\$ (36,307)	
YTD % collected			55.7%	



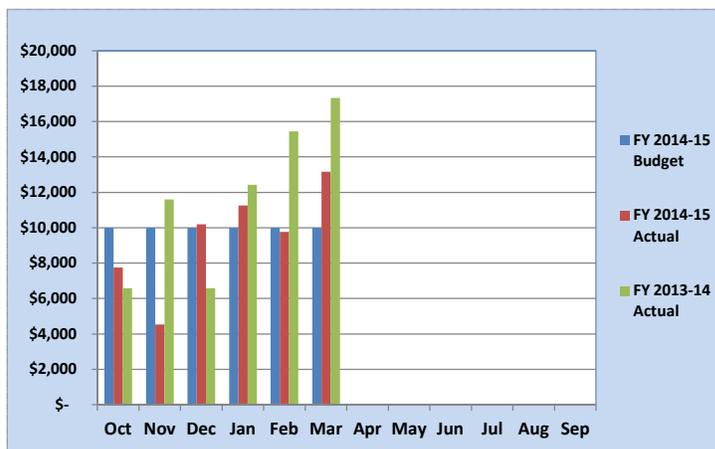
Licenses and Permits:

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

Analysis: Licenses and permits represent 2.2% of the total revenue projection for the General Fund. Collections for the same period last year were \$41,124; \$4,569 lower than current year revenue. Compared to current year projections through the end of March, revenue from licenses and permits are \$4,695 or 11.5% higher than originally projected.

REVENUE ANALYSIS - General Fund
FY 2015 AMBULANCE REVENUE

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 6,580	\$ 10,000	\$ 7,758	\$ (2,242)
Nov	11,596	10,000	4,522	(5,478)
Dec	6,582	10,000	10,190	190
Jan	12,419	10,000	11,255	1,255
Feb	15,442	10,000	9,768	(232)
Mar	17,327	10,000	13,168	3,168
Apr	10,106	10,000		
May	12,055	10,000		
Jun	26,235	10,000		
Jul	8,948	10,000		
Aug	8,909	10,000		
Sep	7,354	10,000		
TOTAL	\$ 143,553	\$ 120,000	\$ 56,661	\$ (3,339)
Budget	\$ 120,000		\$ 120,000	
Over/(under)	\$ 23,553		\$ (63,339)	
YTD % collected			47.2%	



Ambulance services:

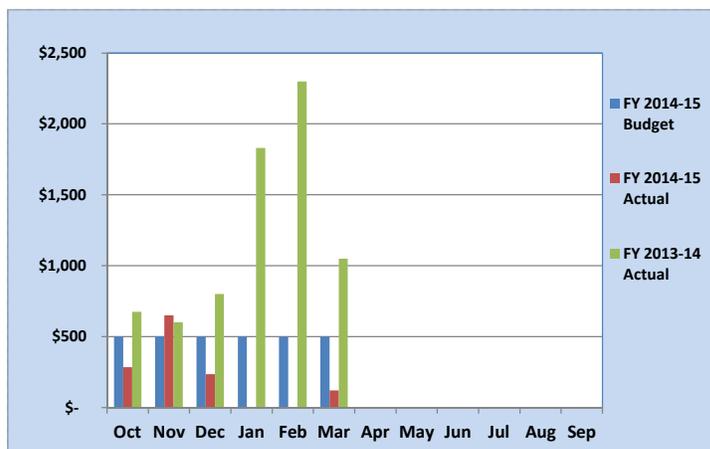
Description: This fee represents the revenue that is earned from providing emergency medical services to the Town of Pantego citizens. The fees help offset the cost of providing this service to the community.

Analysis: Revenues of \$56,661 through the end of March represent 47.2% of total projected ambulance revenue. Compared to last year revenue of \$69,946, current year revenue is \$13,285 or 19.0% lower than last year. Compared to current year projections, revenue is \$3,339 or 5.6% lower than the \$60,000 projected as of March 31st.

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

REVENUE ANALYSIS - General Fund
FY 2015 FIRE INSPECTIONS

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 675	\$ 500	\$ 285	\$ (215)
Nov	600	500	650	150
Dec	800	500	235	(265)
Jan	1,830	500	-	(500)
Feb	2,300	500	-	(500)
Mar	1,050	500	120	(380)
Apr	1,095	500		
May	645	500		
Jun	310	500		
Jul	-	500		
Aug	25	500		
Sep	150	500		
TOTAL	\$ 9,480	\$ 6,000	\$ 1,290	\$ (1,710)
<i>Budget</i>	<i>\$ 6,000</i>		<i>\$ 6,000</i>	
<i>Over/(under)</i>	<i>\$ 3,480</i>		<i>\$ (4,710)</i>	
<i>YTD % collected</i>			<i>21.5%</i>	



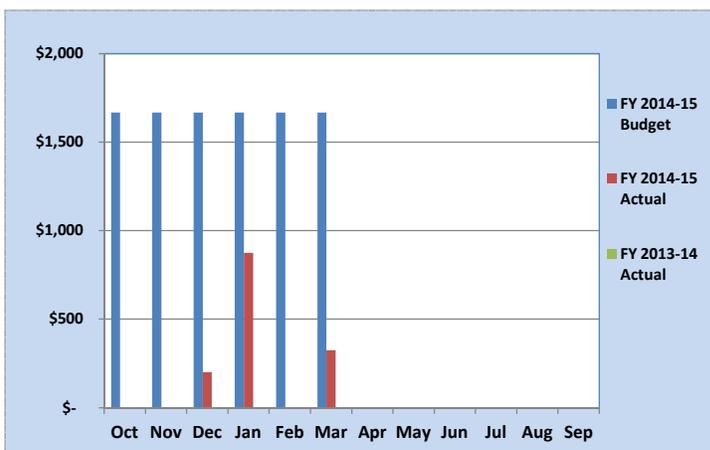
Fire Inspections

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

Analysis: Revenue from fire inspections through March 31 totaled \$1,290; \$1,710 short of the \$3,000 projected for the period. Compared to last year revenue of \$7,255, this year collections from fire inspections have decreased by \$5,965 through the end of the first half of the fiscal year.

REVENUE ANALYSIS - General Fund
FY 2015 NO INSURANCE TOWING FEES

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ -	\$ 1,667	\$ -	\$ (1,667)
Nov	-	1,667	-	(1,667)
Dec	-	1,667	200	(1,467)
Jan	-	1,667	875	(792)
Feb	-	1,667	-	(1,667)
Mar	-	1,667	325	(1,342)
Apr	-	1,667		
May	-	1,667		
Jun	525	1,667		
Jul	500	1,667		
Aug	450	1,667		
Sep	975	1,663		
TOTAL	\$ 2,450	\$ 20,000	\$ 1,400	(8,602)
<i>Budget</i>	<i>\$ -</i>		<i>\$ 20,000</i>	
<i>Over/(under)</i>	<i>\$ 2,450</i>		<i>\$ (18,600)</i>	
<i>YTD % collected</i>			<i>7.0%</i>	



No Insurance Towing Fees

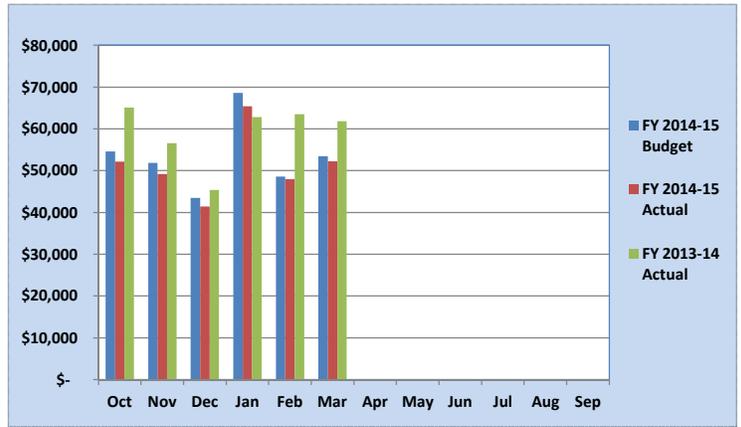
Description: Town Council approved an ordinance allowing the Police department to impound vehicles whose owners failed to provide proof of liability insurance. An administrative fee of \$25 per vehicle was authorized to be assessed to the owner of such vehicle. The Town currently holds a contract with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

Analysis: Due to the timing issue between collection and recording of no insurance towing fees, the revenue collected from the towing company in October and November were applied to August and September of the prior fiscal year. The amounts reported in December and January represent collections from the months of October and November. Nonetheless, the Town will not meet the projections this fiscal year of \$20,000; there were no collections during the month of February for the months of December and January.

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

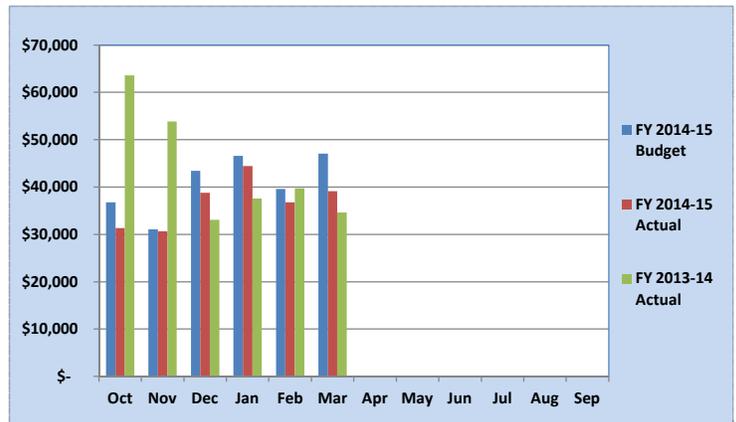
EXPENDITURES ANALYSIS BY FUNCTION - General Fund
General and Administrative

<u>MONTH</u>	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 65,081	\$ 54,629	\$ 52,134	\$ 2,495
Nov	56,558	51,831	49,177	2,654
Dec	45,395	43,445	41,414	2,031
Jan	62,855	68,642	65,427	3,215
Feb	63,541	48,588	47,934	654
Mar	61,869	53,444	52,223	1,221
Apr	83,367			
May	47,893			
Jun	45,395			
Jul	51,852			
Aug	56,952			
Sep	69,563			
TOTAL	\$ 710,321	\$ 320,578	\$ 308,308	\$ 12,270
<i>Budget</i>	<i>\$ 741,782</i>	<i>\$ 687,445</i>	<i>\$ 687,445</i>	
<i>Over/(under)</i>	<i>\$ (31,461)</i>		<i>\$ (379,137)</i>	
<i>YTD% expensed</i>			<i>44.8%</i>	



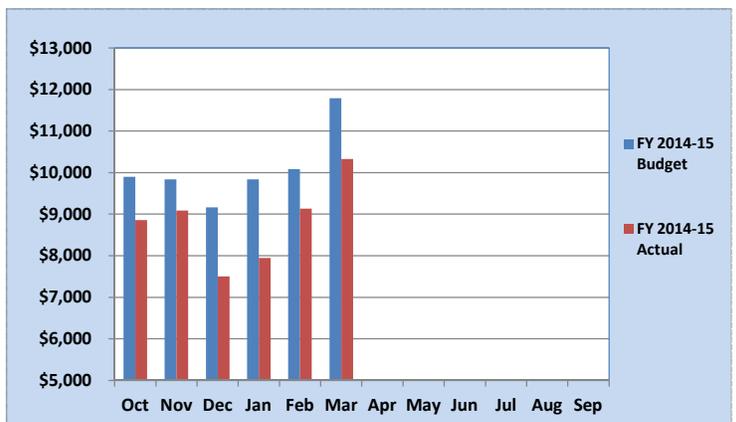
EXPENDITURES ANALYSIS BY FUNCTION - General Fund
Public Works

<u>MONTH</u>	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 63,600	\$ 36,791	\$ 31,310	\$ 5,481
Nov	53,865	31,054	30,679	375
Dec	33,110	43,412	38,776	4,637
Jan	37,603	46,578	44,408	2,170
Feb	39,745	39,616	36,767	2,849
Mar	34,638	47,056	39,156	7,900
Apr	49,664			
May	34,861			
Jun	22,998			
Jul	44,721			
Aug	34,085			
Sep	73,599			
TOTAL	\$ 522,488	\$ 244,507	\$ 221,096	\$ 23,412
<i>Budget</i>	<i>\$ 581,228</i>	<i>\$ 551,401</i>	<i>\$ 551,401</i>	
<i>Over/(under)</i>	<i>\$ (58,740)</i>		<i>\$ (330,305)</i>	
<i>YTD% expensed</i>			<i>40.1%</i>	



EXPENDITURES ANALYSIS BY FUNCTION - General Fund
Community Development

<u>MONTH</u>	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ -	\$ 9,895	\$ 8,859	\$ 1,036
Nov	-	9,837	9,089	748
Dec	-	9,162	7,504	1,658
Jan	-	9,840	7,949	1,891
Feb	-	10,080	9,130	951
Mar	-	11,789	10,325	1,464
Apr	-			
May	-			
Jun	-			
Jul	-			
Aug	-			
Sep	-			
TOTAL	\$ -	\$ 60,603	\$ 52,856	\$ 7,747
<i>Budget</i>		<i>\$ 126,496</i>	<i>\$ 126,496</i>	
<i>Over/(under)</i>			<i>\$ (73,640)</i>	
<i>YTD% expensed</i>			<i>41.8%</i>	

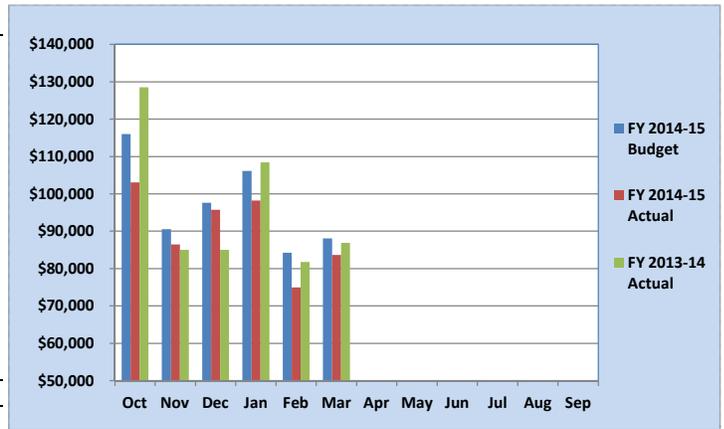


TOWN OF PANTEGO, TEXAS
Notes to the Monthly Budget Variance Report - General Fund (continued)
As of March 31, 2015

EXPENDITURES ANALYSIS BY FUNCTION - General Fund

Police Department

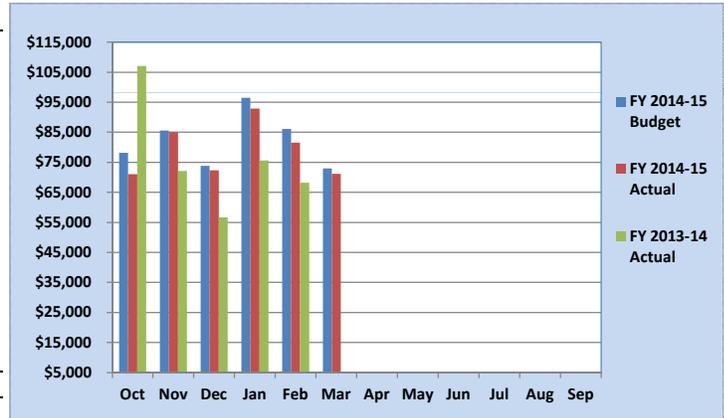
MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 128,523	\$ 116,033	\$ 103,027	\$ 13,006
Nov	85,023	90,549	86,444	4,105
Dec	84,987	97,580	95,726	1,855
Jan	108,468	106,129	98,220	7,909
Feb	81,808	84,230	74,966	9,264
Mar	86,915	88,072	83,633	4,439
Apr	120,201			
May	82,306			
Jun	68,698			
Jul	92,592			
Aug	82,303			
Sep	116,816			
TOTAL	\$ 1,138,640	\$ 582,593	\$ 542,016	\$ 40,578
Budget	\$ 1,199,054	\$ 1,275,908	\$ 1,275,908	
Over/(under)	\$ (60,414)		\$ (733,892)	
YTD% expensed			42.5%	



EXPENDITURES ANALYSIS BY FUNCTION - General Fund

Fire Department

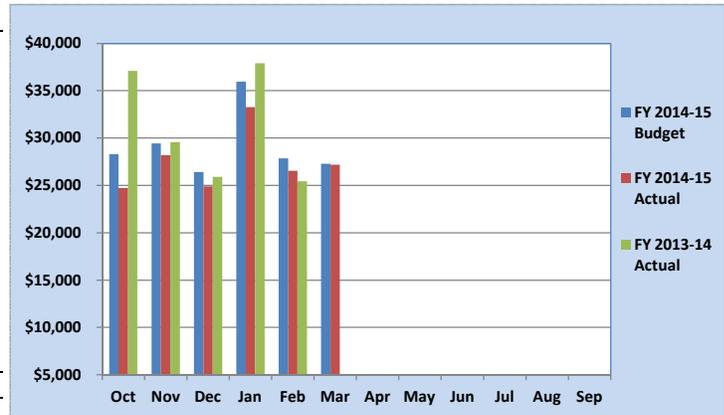
MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 107,084	\$ 78,136	\$ 71,099	\$ 7,037
Nov	72,154	85,601	85,089	512
Dec	56,611	73,773	72,301	1,472
Jan	75,569	96,470	92,841	3,629
Feb	68,184	86,138	81,581	4,557
Mar	70,148	72,944	71,192	1,752
Apr	118,947			
May	64,192			
Jun	70,073			
Jul	85,700			
Aug	72,740			
Sep	113,418			
TOTAL	\$ 974,820	\$ 493,063	\$ 474,103	\$ 18,959
Budget	\$ 970,290	\$ 1,021,287	\$ 1,021,287	
Over/(under)	\$ 4,530		\$ (547,184)	
YTD% expensed			46.4%	



EXPENDITURES ANALYSIS BY FUNCTION - General Fund

Municipal Court

MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 37,104	\$ 28,302	\$ 24,727	\$ 3,575
Nov	29,562	29,443	28,182	1,261
Dec	25,905	26,425	24,888	1,537
Jan	37,889	35,951	33,267	2,684
Feb	25,425	27,845	26,562	1,283
Mar	34,119	27,275	27,183	92
Apr	37,062			
May	25,026			
Jun	23,054			
Jul	26,663			
Aug	25,604			
Sep	34,597			
TOTAL	\$ 362,011	\$ 175,241	\$ 164,809	\$ 10,432
Budget	\$ 371,232	\$ 352,441	\$ 352,441	
Over/(under)	\$ (9,221)		\$ (187,632)	
YTD% expensed			46.8%	



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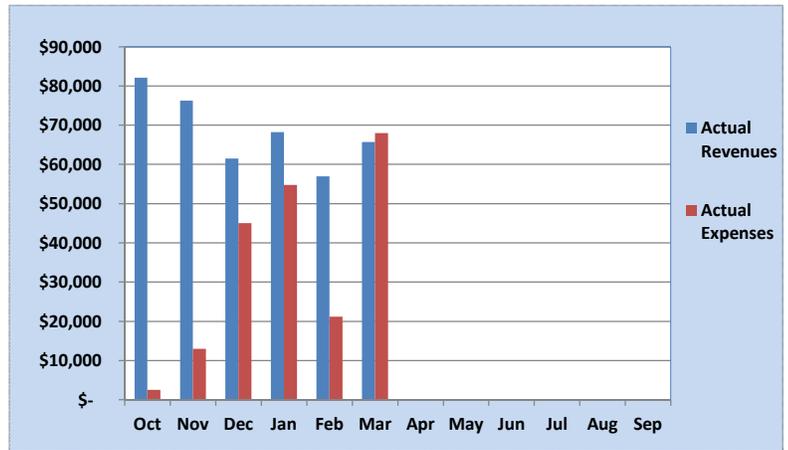
TOWN OF PANTEGO, TEXAS

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

As of March 31, 2015

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

MONTH	Actual Revenues	Actual Expenses	Change in Net Position Increase (Decrease)
Oct	\$ 82,098	\$ 2,536	\$ 79,562
Nov	76,266	13,016	63,250
Dec	61,461	45,068	16,393
Jan	68,217	54,764	13,453
Feb	56,972	21,168	35,804
Mar	65,684	68,016	(2,332)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
TOTAL	\$ 410,698	\$ 204,568	\$ 206,130
Budget	\$ 919,700	\$ 697,453	
Over/(under)	\$ (509,002)	\$ (492,885)	
YTD % collected & expensed	44.7%	29.3%	



Revenues:

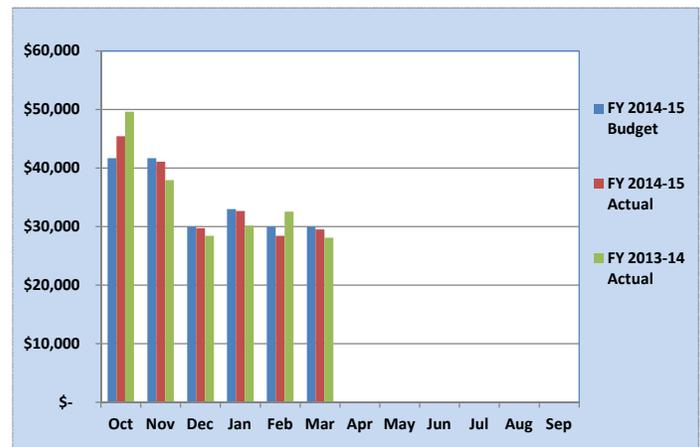
Revenues include collections from the sale of water, sewer service charge, late fees, admin service fees, interest earnings and other revenue. The Infrastructure Improvement fee is accounted for separately and therefore not included in this analysis. Water and Sewer operating fund revenues totaled \$410,698 as of March 31. Compared to last year, revenues for the same period totaled \$413,537; about \$2,839 higher than the current fiscal year.

Expenses:

Expenses through March 31 totaled \$204,568; approximately \$9,269 lower than last year's expenses for the same period. Difference may be attributable to the timing of maintenance, repairs and capital purchases.

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

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 49,655	\$ 41,667	\$ 45,424	\$ 3,757
Nov	37,960	41,666	41,114	(552)
Dec	28,402	30,000	29,726	(274)
Jan	30,185	33,000	32,651	(349)
Feb	32,541	30,000	28,413	(1,587)
Mar	28,098	30,000	29,493	(507)
Apr	33,413			
May	39,571			
Jun	46,465			
Jul	40,468			
Aug	53,787			
Sep	43,337			
TOTAL	\$ 463,881	\$ 206,333	\$ 206,821	\$ 488
Budget	\$ 520,000	\$ 500,000	\$ 500,000	
Over/(under)	\$ (56,119)		\$ (293,179)	
YTD % collected			41.4%	



Sale of Water

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

Analysis: Water sales through March exceeded projections by \$488. Compared to last year's revenue for the same period, revenue from the sale of water decreased by \$19 this year; from \$206,841 in FY 2014 to \$206,821 in FY 2015.

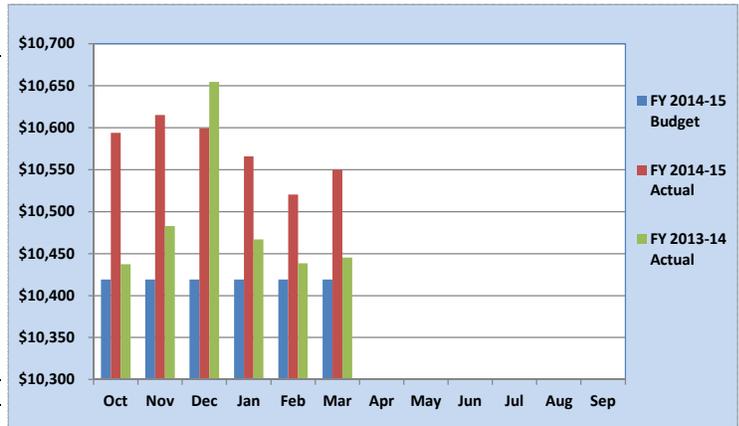
TOWN OF PANTEGO, TEXAS

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

As of March 31, 2015

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

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 10,438	\$ 10,419	\$ 10,594	\$ 175
Nov	10,483	10,419	10,615	196
Dec	10,654	10,419	10,599	180
Jan	10,467	10,419	10,566	147
Feb	10,438	10,419	10,520	101
Mar	10,445	10,419	10,550	131
Apr	10,433	10,419		
May	10,448	10,419		
Jun	10,485	10,419		
Jul	10,562	10,419		
Aug	10,561	10,419		
Sep	10,568	10,420		
TOTAL	\$ 125,982	\$ 125,029	\$ 63,445	\$ 931
Budget	\$ 130,700	\$ 125,029	\$ 125,029	
Over/(under)	\$ (4,718)		\$ (61,584)	
YTD % collected			50.7%	



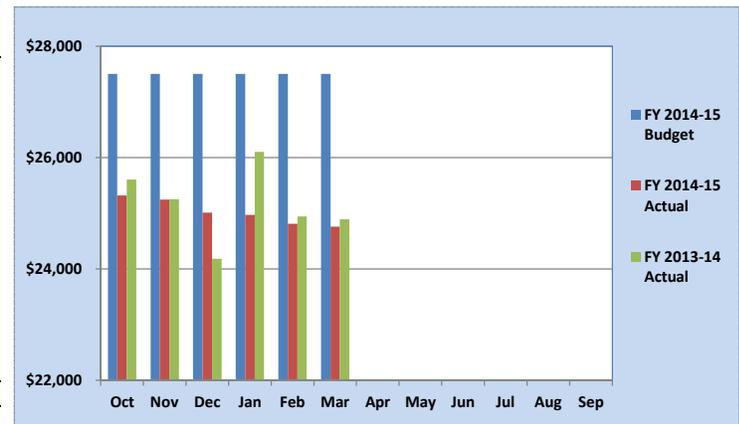
Garbage & Recycling Fees

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

Analysis: Garbage and recycling revenue collections through March 31st exceeded projections by \$931. Compared to last year's revenue of \$62,926, actual collections this year of \$63,445 reflect an increased of \$519 or 0.8%. Even though the number of garbage and recycling accounts remain almost unchanged, the cost of the garbage and recycling services increased slightly this year.

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

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 25,603	\$ 27,500	\$ 25,318	\$ (2,182)
Nov	25,248	27,500	25,245	(2,255)
Dec	24,184	27,500	25,009	(2,491)
Jan	26,104	27,500	24,968	(2,532)
Feb	24,940	27,500	24,813	(2,687)
Mar	24,889	27,500	24,758	(2,742)
Apr	24,915	27,500		
May	24,915	27,500		
Jun	25,322	27,500		
Jul	25,252	27,500		
Aug	25,594	27,500		
Sep	23,147	27,500		
TOTAL	\$ 300,113	\$ 330,000	\$ 150,111	\$ (14,889)
Budget	\$ 330,000		\$ 330,000	
Over/(under)	\$ (29,887)		\$ (179,889)	
YTD % collected			45.5%	



Infrastructure Improvement Fee:

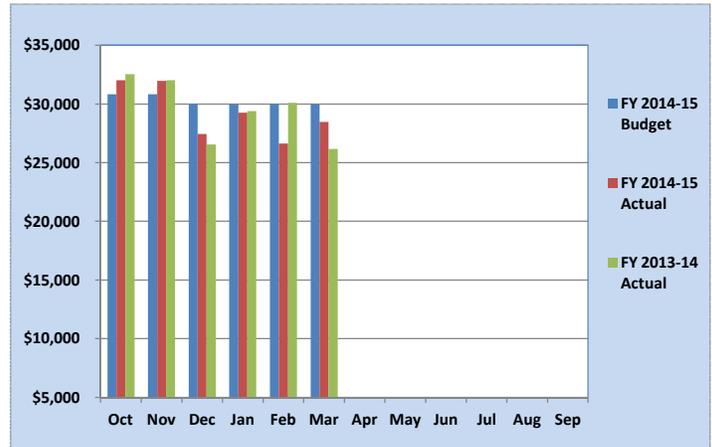
Description: The object of the infrastructure improvement fee is to generate revenue from water sales by applying a specific charge that is based on the amounts of water each consumer consumes, and use it to pay for the water and sewer infrastructure projects identified by the water study commissioned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

Analysis: Revenue from infrastructure improvement fees through March 31st did not meet projections by \$14,889. When compared to last year revenue of \$150,968, this year's revenue for the same period decreased by \$857.

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

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

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 32,541	\$ 30,833	\$ 32,028	\$ 1,195
Nov	32,012	30,833	31,969	1,136
Dec	26,546	30,000	27,441	(2,559)
Jan	29,393	30,000	29,245	(755)
Feb	30,098	30,000	26,615	(3,385)
Mar	26,178	30,000	28,475	(1,525)
Apr	28,377			
May	31,502			
Jun	32,659			
Jul	30,709			
Aug	33,786			
Sep	26,299			
TOTAL	\$ 360,099	\$ 181,666	\$ 175,773	\$ (5,893)
Budget	\$ 375,000	\$ 370,000	\$ 370,000	
Over/(under)	\$ (14,901)		\$ (194,227)	
YTD % collected			47.5%	



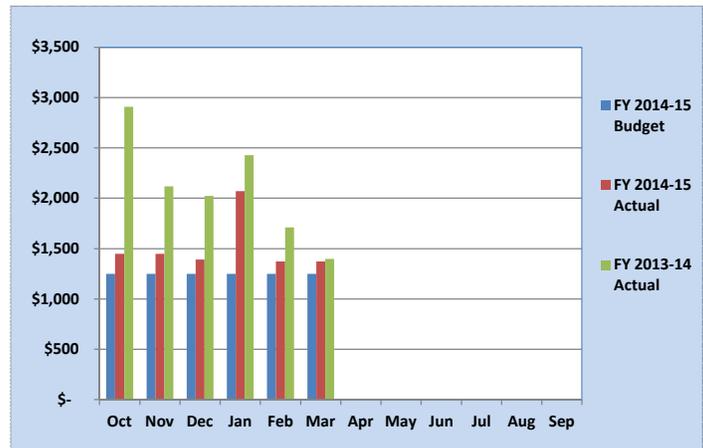
Sewer Service Charge:

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

Analysis: Revenue collections from sewer service charges through March 31 failed to meet projections by \$5,893. However, when compared to last year's results, revenue from sewer service charges decreased by \$994; from \$176,767 in FY 2014 to \$175,773 in FY 2015.

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

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 2,909	\$ 1,250	\$ 1,447	\$ 197
Nov	2,117	1,250	1,448	198
Dec	2,022	1,250	1,390	140
Jan	2,427	1,250	2,071	821
Feb	1,710	1,250	1,371	121
Mar	1,396	1,250	1,373	123
Apr	903	1,250		
May	1,596	1,250		
Jun	1,352	1,250		
Jul	1,397	1,250		
Aug	1,127	1,250		
Sep	1,589	1,250		
TOTAL	\$ 20,545	\$ 15,000	\$ 9,100	\$ 1,600
Budget	\$ 15,000	\$ 15,000	\$ 15,000	
Over/(under)	\$ 5,545		\$ (5,900)	
YTD % collected			60.7%	



Late payment fees:

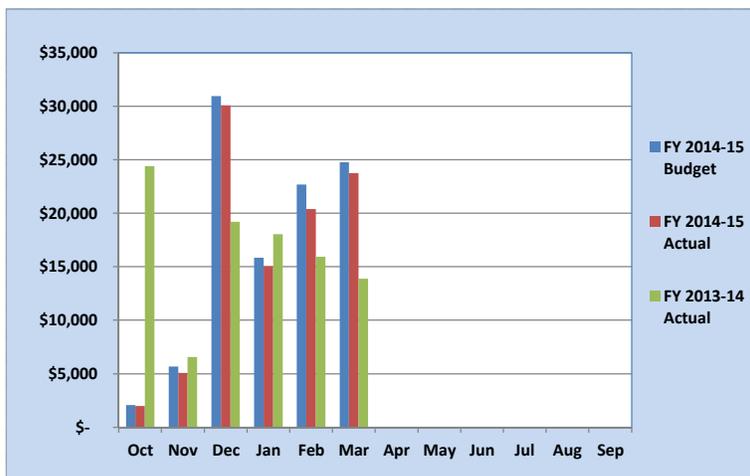
Description: All bills for monthly water, sewer and trash services are due upon receipt and are considered delinquent after the billing due date with a 10% of the balance due to be charged if payment in full is not received by the Town. In the event of delinquency in payment of the monthly service charges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

Analysis: Revenue from late fees through the end of March were \$1,600 or 21.3% higher than projected. However, compared to last year's actual revenue from late payments fees of \$12,582, collections this year for the same period of \$9,100 are \$3,482 or 38.3% lower.

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

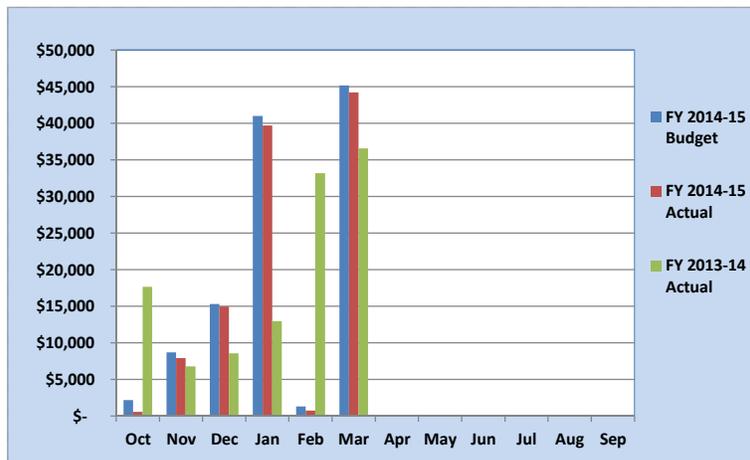
EXPENSE ANALYSIS BY FUNCTION - Water and Sewer Operating Fund
Water Department

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 24,410	\$ 2,083	\$ 1,975	\$ 108
Nov	6,560	5,656	5,073	583
Dec	19,214	30,967	30,108	859
Jan	18,043	15,857	15,039	818
Feb	15,934	22,703	20,394	2,309
Mar	13,888	24,789	23,766	1,023
Apr	24,953			
May	14,864			
Jun	2,849			
Jul	22,989			
Aug	3,753			
Sep	134,477			
TOTAL	\$ 301,935	\$ 102,055	\$ 96,355	\$ 5,700
<i>Budget</i>	<i>\$ 292,887</i>	<i>\$ 324,070</i>	<i>\$ 324,070</i>	
<i>Over/(under)</i>	<i>\$ 9,048</i>		<i>\$ (227,715)</i>	
<i>YTD% expensed</i>			<i>29.7%</i>	



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

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 17,659	\$ 2,199	\$ 561	\$ 1,638
Nov	6,799	8,699	7,943	756
Dec	8,565	15,300	14,960	340
Jan	12,974	40,996	39,725	1,271
Feb	33,206	1,329	738	591
Mar	36,584	45,199	44,250	949
Apr	48,641			
May	780			
Jun	7,698			
Jul	48,002			
Aug	28,949			
Sep	73,237			
TOTAL	\$ 323,094	\$ 113,722	\$ 108,177	\$ 5,545
<i>Budget</i>	<i>\$ 331,605</i>	<i>\$ 373,383</i>	<i>\$ 373,383</i>	
<i>Over/(under)</i>	<i>\$ (8,511)</i>		<i>\$ (265,206)</i>	
<i>YTD% expensed</i>			<i>29.0%</i>	





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

FISCAL YEAR 2014-2015
SUMMARY OF ALL BUDGETED FUNDS

	<u>BUDGET</u>	<u>YTD Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent Collected/ Expensed</u>
REVENUES:				
General Fund	\$ 3,732,484	\$ 2,374,815	\$ (1,357,669)	63.6%
Debt Service Fund	90,725	79,181	(11,544)	87.3%
Shamburger Fund	100	47	(53)	47.1%
Cartwright Fund	-	-	-	NA
Court Security Fund	15,000	6,327	(8,673)	42.2%
Court Technology Fund	32,000	16,069	(15,931)	50.2%
PantegoFest Fund	-	1,150	1,150	NA
Street Improvement Fund	260,332	143,144	(117,188)	55.0%
Park Row Fund	260,000	-	(260,000)	0.0%
Capital Project Fund	73,870	-	(73,870)	0.0%
Water/Sewer Operating	919,700	410,489	(509,211)	44.6%
Water/Sewer Construction	-	-	-	NA
Water/Sewer Infrastructure	330,000	150,111	(179,889)	45.5%
Total Revenues	\$ 5,714,211	\$ 3,181,333	\$ (2,532,879)	55.7%
EXPENSES:				
General Fund	\$ 4,034,978	\$ 1,780,275	\$ 2,254,703	44.1%
Debt Service Fund	87,475	3,860	83,615	4.4%
Shamburger Fund	1,200	871	329	72.6%
Cartwright Fund	3,500	3,473	27	99.2%
Court Security Fund	2,773	-	2,773	0.0%
Court Technology Fund	13,175	5,550	7,625	42.1%
PantegoFest Fund	-	3,742	(3,742)	NA
Street Improvement Fund	446,000	3,075	442,925	0.7%
Park Row Fund	1,767,000	304	1,766,696	0.0%
Capital Project Fund	299,078	221,683	77,395	74.1%
Water/Sewer Operating	697,453	204,532	492,921	29.3%
Water/Sewer Construction	368,800	15,965	352,835	4.3%
Water/Sewer Infrastructure	229,000	-	229,000	0.0%
Total Expenses	\$ 7,950,432	\$ 2,243,329	\$ 5,707,103	28.2%

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PANTEGO PUBLIC SAFETY



PUBLIC SAFETY MONTHLY ACTIVITY SUMMARY- March 2015

Personnel

Interviews for the position of police officer are ongoing without success. Applications for dispatcher are few, but we are continuing to explore all possibilities.

Sergeant Ben Moore and Officer Stephen Meinke were mentioned in a commendation issued by the Arlington Police Department to two of their officers for their assistance to the Arlington Officers on a recent traffic stop. The traffic stop occurred in Pantego and Sergeant Moore and Officer Meinke were able to know about the officers needing assistance by monitoring the Arlington radio channels.

Officer Meinke recently prevented a potential burglary of property on Garner Boulevard when he stopped a suspicious vehicle operating on Garner Blvd. in an area that did not contain any open businesses or residential property.

Operational Issues

Fire Department

The new ambulance is stocked with all required equipment and supplies and is awaiting completion of the licensing process before it can be placed in service. The ambulance will be on display for Council before the beginning of the April 13th meeting.

Quint-1's transmission cooler was replaced. Engine-1 is also scheduled for cooler replacement in the near future. The new multipurpose saw is in service and the Lucas chest compression device has been ordered.

Police Department

So far the department has received two applications for solicitor's permits. Both applications were processed without incident and the permits issued.

The Precious Metals ordinance began enforcement on March 1st. At this point in time only two businesses, Arlington Gold and Silver, and Arlington Coin are required to maintain licenses. Both businesses are complying with the ordinance requirements.

Training

Fire Department

Live fire training at Tarrant County College is scheduled for May with an invitation to all SERPA departments to participate. Firefighters are also constructing training props that will create a more realistic environment and allow actual hands-on experience with forcible entry practices.

Police Department

All police officers participated in the annual physical fitness assessments at the University of Texas at Arlington. Corporal Marquez attended a Missing and Exploited Children course at Tarrant County College Police Training Academy. Officer Morgan attended a Special Investigative Topics class also at TCC, which is a mandatory TCOLE course for all officers.

Detective Sergeant Whitwell attended his annual Defensive Tactics Instructor recertification course at the Council of Governments Police Academy. The recertification course is required to maintain his instructor status. As a PPCT instructor, Sergeant Whitwell is responsible for recertifying all officers annually.

Respectfully submitted,

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

Thomas D. Griffith
Chief of Public Safety

PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

March, 2015

Citations/Traffic Stops

Officer	Citations	Traffic Stops	Citations YTD
Griffith	0	1	2
Reeves	5	2	20
Moore	116	84	351
Bruton	80	68	211
Hubbell	94	59	383
Meinke	54	38	183
Marquez	14	39	98
Morgan	64	93	198
Open Position			
Watson	89	82	339
Martin	49	39	50
Whitwell	0	0	0
TOTALS	565	505	1,276
<u>Vehicle Crashes</u>			
Crash Type	Quantity.		YTD
Minor	3		12
Major	3		13
Hit & Run	0		0
TOTALS	6		25
Crashes reported to State	5		19

Incident Activity

Officer		Total Calls	Dispatch	Self- Initiated	Arrests	Ytd/ arrests
400	Griffith	12	8	4	0	0
600	Reeves	20	14	6	1	2
610	Whitwell	13	3	10	0	0
620	Moore	240	27	206	23	66
602	Bruton	349	41	298	14	25
603	Hubbell	264	31	220	11	21
604	Meinke	174	30	136	17	39

PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

605	Marquez	233	23	204	3	24
606	Morgan	230	19	199	18	67
Open Position						
608	Watson	255	75	171	10	32
609	Martin	199	16	178	14	18
710	Alexander				4	12
711	Hopkins				2	13
<hr/>						
Totals		1,989	287	1,632	117	319

Average Response Time 2:36

Respectfully,



Barry Reeves
Assistant Chief of Police

PANTEGO POLICE DEPARTMENT CRIMINAL INVESTIGATIONS REPORT



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

Offenses Received	Quan.	YTD
Assault	3	4
Assault Family Violence	0	0
Burglary/Building	0	2
Burglary/Coin-op	0	0
Burglary/Vehicle	0	3
Burglary/Residence	1	2
Manufacture and Delivery	2	2
Criminal Mischief	1	5
DWI	6	16
DWLI	0	0
Evading or Resisting Arrest/Detention	1	2
Failure to ID	1	9
Fraud	3	7
Graffiti	0	0
Poss. Controlled Subst.	4	13
Poss. Marijuana	8	24
Robbery	0	0
Theft	3	18
Theft of Motor Vehicle	0	1
Other	3	8
Total Received	36	116

Case Dispositions of Above Totals	Month	YTD
Cases Active	9	33
Cases Cleared	27	78
Cleared Cases Filed with DA	10	46
Cases Suspended-Pending Leads	0	5

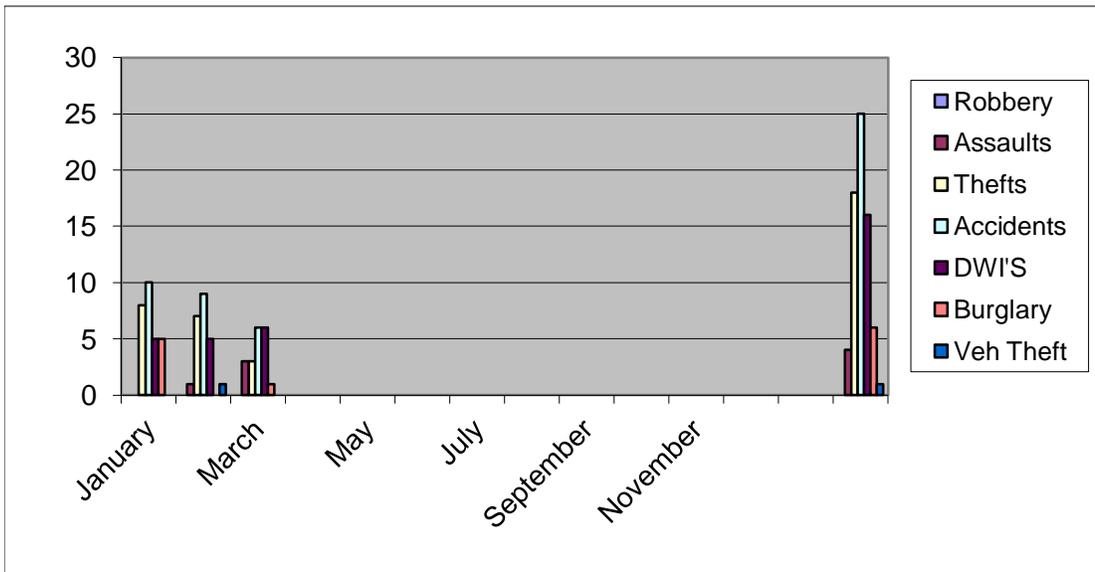
Cases Filed with DA from Previous Report Periods	0	13
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Respectfully submitted,

Chris Whitwell, Detective

2015 Crime Stat's

2015 Monthly	Robbery	Assaults	Thefts	Accidents	DWI'S	Burglary	Veh Theft
January	0	0	8	10	5	5	0
February	0	1	7	9	5	0	1
March	0	3	3	6	6	1	0
April							
May							
June							
July							
August							
September							
October							
November							
December							
Totals	0	4	18	25	16	6	1



PANTEGO FIRE RESCUE							
MONTHLY ACTIVITY SUMMARY							
31-Mar-15							
							
FIRE RESPONSES		PANTEGO			AFD		
		MONTH	15 YTD	14 YTD	MONTH	15 YTD	14 YTD
TYPE OF INCIDENT							
Fire							
Structure				1	1	2	3
Outside							2
Natural Vegetation Fire			1	2		1	2
Vehicle							
Trash				1		1	
Cooking Fire, Contained to container							
Fire Other		1	1			1	
Hazardous Condition							
Arcing - Shorted Electrical Equip.				1		2	1
Equip. Malfunction							
Power Lines					1	2	2
Hazmat							
Hazardous Condition, Other			1	1		1	5
Heat From Short Circuit, Wiring					1		
Overheated Motor						1	1
Gas/Fuel Spill							
Natural Gas Leak						2	1
Chemical Spill or Leak							
Carbon Monoxide							
Service Call			3	6		1	1
Water or Steam Leak				4		1	2
Assist Invalid			5	16	18	3	6
Unauthorized Burning							2
Rescue							2
Utilities							
Smoke Removal							1
Person in Distress, Other			1	5	2		1
Service Call, Other				3	2		2
Lock Out			1	2			2
Animal Rescue							
Ring or jewelry removal							
Assiat PD			3	5	2		1
Good Intent Call							
Good Intent Call Other			3	16	13	8	19
Dispatched & Cancelled En Route							17
Wrong Location							
No Incident Found On Arrival					1		2
Investigation							3
Cancelled On Scene						20	41
Smoke scare, Odor of smoke				2	1		40
Hazmat Invest, No Hazmat							
False Alarm & False Call							

Unintentional Transmission of Alarm				1	2	3	
Smoke Detector Activation - No Fire		1	2			2	
Bomb Scare - No Bomb							
System Malfunction				1	1	1	
False Alarm or False Call, Other		1	5	5	7	8	
CO Detector Activation, Malfunction			1			1	
Sprinkler Activation, no fire							
Special Incident Type							
Citizen Complaint							
Special Incident Type, Other							
Mutual Aid							
TOTAL FIRE INCIDENTS		18	65	55	46	105	92
AVERAGE FIRE RESPONSE TIME - PANTEGO		3.12					
AVERAGE FIRE SCENE TIME - PANTEGO		23.04					
AVERAGE FIRE SCENE TIME - ARLINGTON		18.75					

PANTEGO FIRE RESCUE							
MONTHLY ACTIVITY SUMMARY							
31-Mar-15							
EMS RESPONSES		PANTEGO			AFD		
TYPE OF INCIDENT		MONTH	15 YTD	14 YTD	MONTH	15 YTD	14 YTD
MEDICAL EMERGENCIES							
Abdominal Pain		2	4	8			
Allergic Reaction		3	4				
Animal Bite				1			
Assault				1			
Back Pain		1	1	1			
Burns				1			
CO Poison							
CPR			3				
Cardiac		2	3	3			
Chest Pains		5	12	9			
Childbirth/Possible Childbirth		1	1				
Choking							
DOS							
Drowning							
Diabetic			5	2			
Dizziness		3	5	3			
Electrocution							
Eye Injury							
Falls		9	16	11			
Fire/Hazmat							
GSW/Stab							
Heat/Cold							
Hemorrhage							
Medical		5	15	14	35	66	97
Nausea		2	3	2			
Other		3	7	6			
Overdose				2			
Psych		1	2	4			
Respiratory		4	9	8			
Seizures		2	10	6			
Stroke		1	2	1			
Syncope			2	3			
Trauma		1	3	8			
Unconscious		2	7	3			
Unknown		3	5	8			
MVA - Injury		3	11	5		2	3
MVA - Non-injury		1	1				3
MVA-Auto Ped			1				
MVA - Extrication							
TOTAL PANTEGO EMS CONTACTS		54	132	72	68	103	
Mutual Aid to AMR Transports		2	16	11			
Mutual Aid to AMR Cancelled			5	2			
Mutual Aid to AMR Total		2	21	13			
AVERAGE EMS RESPONSE TIME - PANTEGO				3			
AVERAGE EMS SCENE TIME - PANTEGO				24			



PANTEGO FIRE RESCUE						
MONTHLY ACTIVITY SUMMARY						
31-Mar-15						
						
FIRE TRAINING						
CLASS SUBJECT	HOURS					
TOTAL HOURS	0					
EMS TRAINING						
CLASS SUBJECT	HOURS					
NATIONAL REGISTRY TRANSITION PART 4.	4					
TOTAL HOURS (Per person)	4					
PUBLIC EDUCATION						
	MONTH	YTD	MONTH ADULTS	YTD	MONTH CHILDREN	YTD
Fire Extinguisher Class						
School Presentations						
B-day parties						
Spray Downs						
Station Tours		1	10	10	25	25
Special Events						
Home Inspections						
Public Safety Forums						
Fall Risk Assessment						
TOTAL CONTACTS						
BUSINESS INSPECTIONS						
	MONTH	YTD				
Initial	37	129				
Re-Inspections						
Plans Review Completed	2	4				
C.O Issued	9	20				



**PANTEGO POLICE
DEPARTMENT**

MEMO #: 000

To: Sergeant Ben Moore; Officer Stephen Meinke
From: Chief Thomas Griffith
Through:
Subject: Commendation from Arlington PD
Release Date: April 6, 2015

I received a copy of a commendation that was forwarded to our department by the Arlington Police Department, regarding your assistance to Arlington Police Officers Chris Beckman and Brent Mayorga during a traffic stop of two subjects that were suspected of vehicle burglary at an Arlington apartment complex.

Your assistance to the Arlington Officers was instrumental to the safe conclusion of the traffic stop and arrest of the suspects. According to the narrative of the commendation you both were professional and performed your actions in a manner that was in keeping with competent police procedure. I appreciate your actions as they have reflected positively upon the Department and law enforcement officers in general.

I have attached a copy of the Arlington Commendation to this memorandum. A copy will be placed in your personnel files.

With sincere gratitude,

Thomas Griffith, Chief of Public Safety

Cc: B. Reeves; Personnel Files

Commended Employee(s) and ID#(s) Chris Beckman #1349; Brent Mayorga #2790; Pantego PD Sergeant Ben Moore #620; Pantego PD Officer Stephen Meinke #604		
Person Commending Sgt. Greg Waldron #775	Address	Telephone
Received: <input type="checkbox"/> by telephone <input type="checkbox"/> in person <input type="checkbox"/> by email	Date 03-27-2015	Time
By:		

Summary:

On Monday, March 26, 2015, Officers Chris Beckman #1349 and Brent Mayorga #2790 were dispatched to a suspicious person call at the Willow West Apartments, 1207 Woodland West Blvd. The citizen caller reported a white male wearing a red floppy hat was looking inside cars, suggesting vehicle burglaries were imminent. As the officers were responding, Dispatch provided numerous updates describing continued suspicious behavior. Finally, the caller reported the suspect entered the passenger side of a black car which then left toward W. Park Row Drive.

As the officers' approached westbound on Park Row, they observed a black Honda 4-door approaching them as it traveled eastbound on Park Row. The vehicle was coming from the area of the original call location and was the only car on the road at that hour. When it passed, the officers' made U-turns and overtook the vehicle, stopping it just inside the Pantego city limits. A white male driver and passenger were contacted simultaneously by the pair of officers. A red floppy hat was observed on the passenger's lap. Both men acted nervously and gave vague answers to questions posed them. Both men were identified & Officer Mayorga withdrew to conduct wanted checks, while Officer Beckman stayed at the passenger door to watch both men. It was learned the passenger had a confirmed county warrant and Mayorga returned to the suspect vehicle. Officers' decided to arrest the passenger and requested he exit the car. What happened next occurred in an instant: The man was sluggish as he complied. Mayorga took him by the arm in preparation to arrest at which time Officer Beckman observed a handgun on the passenger seat, in easy reach of the driver still seated behind the wheel. Beckman announced the presence of the revolver while drawing his pistol to cover the driver. Mayorga and the passenger

CHAIN OF COMMAND REVIEW:

- | | |
|--------------------------------|------------------------------------|
| (1) Immediate Supervisor _____ | (4) Deputy Chief/Manager _____ |
| (2) Sergeant/Manager _____ | (5) Assistant Chief/Director _____ |
| (3) Lieutenant/Manager _____ | (6) Police Chief _____ |

ROUTING: → commended employee's immediate supervisor → chain of command → original to employee and copy to employee file in Fiscal Services (see General Order 210.02C)

were still next to the car and there hadn't been time to handcuff/search the passenger before the weapon was discovered. It was obvious the passenger had been seated on the firearm during the stop and contact, and he had to be considered further armed. Complicating matters was the fact the driver was inches away from the handgun, and was not immediately following commands given by Officer Beckman. Officer Mayorga ordered the passenger to the pavement while guiding him down, pinning the man to the ground with a knee while drawing his own pistol to cover the driver. Mayorga's prisoner was still not handcuffed and/or searched. The driver's behavior was abnormal and he was demonstrating non-compliance to verbal directions. The officers were in essence now involved in a standoff with armed men. They sent the "officer in distress" signal as they continued to confront the driver while holding the second suspect against the ground.

Within seconds, Pantego Police Department Sergeant Ben Moore #620 and Officer Stephen Meinke #604 arrived at the scene and immediately joined in covering the driver with pistols. Their arrival afforded Mayorga the opportunity to handcuff, search, and stow his prisoner. Officer Mayorga then re-engaged. It was decided Officer Mayorga would physically confront the driver as the trio of officers provided close cover. This was complicated slightly as the driver had picked up a dog that was inside the vehicle. Officer Mayorga holstered his pistol and pulled the man out of the car and put him on the ground, where he was quickly handcuffed and secured. Thus, the standoff concluded.

Illegal narcotics were then observed in plain view inside the car. A probable cause search revealed four handguns and a shotgun inside the vehicle. In fact, in addition to the loaded revolver on the seat next to the driver, a loaded .45 auto pistol was discovered under the driver's seat, also in easy reach of the driver. In addition to the guns, significant quantities of illicit narcotics were discovered, including:

BAM-8: Methamphetamine 74g

BAM-18: Methamphetamine 12.2g

BAM-13: 31x Methadone tablets 5g Imprint: 54 142

CHAIN OF COMMAND REVIEW:

- | | |
|--------------------------------|------------------------------------|
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ROUTING: → commended employee's immediate supervisor → chain of command → original to employee and copy to employee file in Fiscal Services (see General Order 210.02C)

BAM-17: Psilocybin Mushrooms 17g

BAM-9: Cocaine 1.5g

BAM-14: 6x MDMA tablets 2g

BAM-15: 26x Alprazolam tablets 6g Imprint: X ANA X 2

CKB-16: Methamphetamine 20g

CKB-8: 10x Methadone tablets 2.2g Imprint: 54 142

CKB-9: 15x Methadone tablets 3.5g Imprint: 54 142

CKB-11: 2x Methadone tablets 0.5g Imprint: 57 71 M

CKB-14: 30x Methadone tablets 6.2g Imprint: 54 142

CKB-15: 53x Methadone tablets 22.7g Imprint: 54 142

CKB-17: Cocaine 11g

BAM-20: Cocaine 10.6g

CKB-10: Psilocybin Mushrooms 1.8g

CKB-12: 1x Hydrocodone tablet 0.6g Imprint: M357

CKB-13: 1x Alprazolam tablet 0.3g Imprint: X ANA X 2

Officers' Beckman & Mayorga responded to a "routine" suspicious person call that proved to be anything but routine. They were alert, locating the suspect vehicle even after it left the area. They contacted two men who turned out to be heavily armed and in possession of a large amount of illicit drugs. Circumstances put them in a mini-standoff with the men. The pair of Pantego police officers responded quickly and engaged, bringing about a quicker resolution to the problem. Officers at the scene acted calmly, demonstrating courage and resolve while dealing with the situation. They brought the matter under control without bloodshed, and then located and seized firearms & narcotics. Please join me in thanking them for a job well done. GW775

CHAIN OF COMMAND REVIEW:

(1) Immediate Supervisor _____

(4) Deputy Chief/Manager _____

(2) Sergeant/Manager _____

(5) Assistant Chief/Director _____

(3) Lieutenant/Manager _____

(6) Police Chief _____

ROUTING: → commended employee's immediate supervisor → chain of command → original to employee and copy to employee file in Fiscal Services (see General Order 210.02C)



**PANTEGO POLICE
DEPARTMENT**

MEMO #: 000

To: Officer Stephen Meinke
From: Chief Thomas Griffith
Through:
Subject: Commendation
Release Date: April 6, 2015

On April 5, 2015 at 19:58 hours, you were on routine patrol in the 2200 Block of Smith Barry Road when you observed a vehicle leaving the area of 3500 Garner Boulevard which is in the immediate vicinity of Arctic Star and the Town's well site. Finding this suspicious you performed a check of the vehicle's registration and discovered that the vehicle's insurance was "unconfirmed" signifying that it was possibly expired. You then performed a traffic stop of the vehicle.

After identifying the driver and passenger it was discovered that the passenger was found to have outstanding warrants from the Grand Prairie Police Department. After confirming the warrants you placed the passenger under arrest. After arrest your frisk of the individual discovered a small package of marijuana. Additionally, a criminal history check of the passenger discovered an extensive criminal history including convictions for aggravated sexual assault and burglary.

It is my opinion that your actions served to prevent a potential burglary of a business or Town property. Your alertness and patrol activities have protected the Town and its residents from criminal behavior and removed a criminal from the streets. Thank you for your professionalism and diligence to your job.

With sincere gratitude,

Thomas Griffith, Chief of Public Safety

Cc: B. Reeves; Personnel Files



PUBLIC WORKS REPORT

March 2015

AMINISTRATION/PROJECTS/ENGINEERING

- Met with Alan Plummer to finalize utility civil plans for the Park Row Waterline Project.
- Met with Deltatek Engineering to negotiate an agreeable contract for the Wagonwheel Water, Wastewater Line Replacement and Bridge Rehabilitation.

STREETS and DRAINAGE

- Spread 10 bags of de-icer on bridges during snow and ice during day and night on March 4-5
- Replaced 15 street signs that were old and faded
- Replaced "Stop" sign at Hilltop and Peachtree that was faded
- Replaced sign post and stop sign along street signs at Nora and Woodwind due to accident
- Took bumper stickers off "Stop" signs on Duluth and Superior Streets
- Placed approx. 75 prevent water polution placards on storm drain inlets
- Updated sign and replaced the sign base at Parkdale, "dead end" sign
- Inspected and removed debris from creek channel and flumes
- Sink hole at 1510 Wagonwheel was filled, settling from a previous repair
- Filled pothole at 1602 Mistletoe approximately 2sq ft

CONTINUED: STREETS and DRAINAGE

- Filled pothole at 2230 Park Row approximately 2sq ft
- Filled pothole at 2200 Park Row approximately 2sq ft
- Filled pothole at 2203 Park Row approximately 2sq ft
- Filled pothole at Wagonwheel/Peachtree approximately 2sq ft
- Filled pothole at 1805 Wagonwheel approximately 2sq ft
- Mowed, edge, and blow Pompano Court, Cobble, Westchester, Wagonwheel bridge, basketball courts, and alley by shop were
- Filled 5 large potholes on Mistletoe approximately 25sq ft

TOWN FACILITIES

- Daily general policing of the Town Hall building and surrounding area
- Repaired leaky toilet at Town Hall
- Replaced lights and 2 ballast around and in Town Hall
- Town Hall and Police Dept. was mowed, edged, and blown off

PARK OPERATIONS

- Basketball courts sprayed for weeds
- Daily cleaning at the restrooms
- Water turned off temporarily during freezing weather at all park facilities
- Park mowed by Contractor, Landtec

UTILITY BILLING

March Billing for 1,200 Accounts \$92,865.49	March Past Due Balances \$8,607.26
February Billing for Garbage \$7,720.25	February Billing for Recycling \$2,042.50

WATER: WELLS AND DISTRIBUTION

- Total water produced 10,988,000
- Daily average produced 354,500
- 162 residual samples taken – average chlorine residual (.40)
- 2 total coliform / ecoli samples taken – all tests negative
- 1200 meters read
- 26 dead end hydrants flushed
- Disinfectant Level Quarterly Operating Report(DLQOR) sent to TCEQ
- Replaced broken curb stop at 2704 Whispering Trail
- Replaced 2 old 3/4" water meters without leak detectors
- Hydrant valve was broken while exercising at 2401 W. Pioneer
- Pipe going into GST at 303 was rewrapped with insulation to protect pipe
- 1.5" Meter and box replaced at CVS, meter very difficult to read
- Water samples taken and tested for nitrate/nitrite, volatile organics, synthetic organics, and radionuclides
- Water main break occurred under Wagonwheel Bridge on Sunday March 22nd. The line was able to be isolated without interrupting service. About 180,000 gal loss

CONTINUED: WATER WELLS AND DISTRIBUTION

- Nora, 303, and Lane well site mowed, edged, and blown
- Battery replaced on APC SCADA Pack Unit at Stolper Well
- 16 Valves were exercised
- 5 hydrants were exercised

WASTEWATER

- Cleaned the Lift Station bar screen and bagged the solids (13) times for the month.
- Lift Station was mowed, edged, and blown
- Preventative maintenance service done on Lift Station generator by CAG

PUBLIC WORKS MAINTENANCE

- Oil change on (1) truck
- Chain saws serviced
- Rear backhoe tires replaced
- Mower taken to get serviced and blades replaced
- Topsoil and sand was bought to replenish stock for various needs

ANIMAL SERVICES

- (1) Dog was picked up and returned to its owner in Arlington

ADDITIONAL ITEMS

- Took old scrap metal to scrap yard and received \$81.23
- Simon McCurley returned to Public Works maintenance
- Received payment \$622.93 for back charges for accident at Nora and Woodwind which damaged a stop sign
- Scott Williams and Junior Marquez attended TWUA Conference and ground water class in Corpus Christi
- Joe Gillespie attended West Nile Virus Kickoff Meeting to start the Mosquito Testing which will begin in April. Water solution was made to better attract mosquitoes
- Joe Gillespie attended Water Utility Safety Class in Ft Worth



ENVIRONMENTAL SERVICES

- **Storm Water Ordinance**

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

- **Mosquito Control**

Staff attended the 2015 North Texas Mosquito Education Seminar on March 4, 2015 and the Tarrant County West Nile Virus Kick-off Meeting on March 16, 2015. The mosquito surveillance season will begin the first full week in April.

PLANNING AND ZONING

- **Zoning Ordinance Update**

Town Council did not hold a meeting in March to discuss the Zoning Ordinance Update. A meeting has been tentatively scheduled for April 20, 2015 to continue the review.

- **Westbury Square Re-plat**

The Planning and Zoning Commission made recommendation to approve the Westbury Square Re-plat, and the Town Council approved the Re-plat at their respective meetings in March.

- **Lakewood Shopping Center Sign**

The Planning and Zoning Commission recommended approval of the Special Use Permit to replace the sign cabinets for the Lakewood Shopping Center multi-tenant pole sign. While recommending approval, the Commission also pointed out the possible need to make landscape improvements beneath the sign as would be required by the Town Sign Code for a new sign. The Town Council had further discussion regarding the landscaping and tabled the item until April 13, 2015 to allow the applicant time to propose landscaping for the area.

- **ASE ICE Special Use Permit Update**

The owner of the ASE ICE at 1555 S Bowen Road has made application to renew his Special Use Permit. The SUP was originally approved in 2011 with expiration after five years of use. The owner is requesting an extension of the SUP until 2026. This item will be placed on the Planning and Zoning Commission agenda for May 4, 2015.

- **Linda Simic Special Use Permits**

Linda Simic has applied for Special Use Permits to locate a lounge/tavern at 2304 W Park Row Drive #25 in the Lakewood Shopping Center. This use would require a Special Use Permit for the use itself, lounge/tavern, and a separate SUP for alcohol sales. These items will be placed on the Planning and Zoning Commission agenda for May 4, 2015.

- **Verizon Special Use Permit**

Verizon Wireless has applied to amend the Special Use Permit for the cellular tower at 3253 W Pioneer Pkwy, in Northlake Shopping Center, to collocate antennae and ground equipment on the existing tower and site. This item will be placed on the Planning and Zoning Commission agenda for May 4, 2015.

- **Craig Porter Variance Request**

The owner of the property at 2719 Mistletoe Court has requested a variance from the requirement that a sidewalk be installed across the front of his property. The residence is currently under construction. This item will be placed on the Zoning Board of Adjustments agenda for April 16, 2015.

CONSTRUCTION AND DEVELOPMENT

- **2424 West Park Row Drive**

The permits were approved to remodel the previous Del Taco building into a Dairy Queen. Construction is underway on the project.

- **2303 West Park Row Drive**

Permits have been approved for the construction of a 10,000 square foot building on the Westbury Square property. The building will be occupied by Dollar Tree. Construction is underway on the project.

- **Camp Thurman**

Permits have been approved for the re-construction of the pool area on the south side of the Camp Thurman property. The project includes the joining of the two existing pools into one and the installation of a “lazy river” around the pool. They will also be installing a new restroom and pool mechanical building. This project should not have a significant increase in the footprint of the pool and administrative buildings that exist presently. Construction is underway on the project.

- **1607 S Bowen Road**

Plans and permits have been submitted for the remodel of the 5,400 square foot building at 1607 S Bowen Road (previously Papa Murphy’s and Bullchicks). The new use will be Complete Emergency Care, a 24-hour emergency care clinic. The plans are presently under review.

- **Mistletoe Court Construction**

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

- **Park Row Court Construction**

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

- **Nora Drive Construction**

Plans and permits have been submitted to construct a 3,083 square foot single-family residential building at 1704 Nora Drive. The plans are currently under review.

- **Smith Barry Farms Subdivision**

- Construction of a 3,187 square foot single-family residential building at 2610 Melbourne Court is ongoing.
- Construction of a 3,180 square foot single-family residential building at 2612 Melbourne Court is complete and final inspections have been approved.
- Construction of a 2,514 square foot single-family residential building at 1906 Melbourne Drive is ongoing.

CERTIFICATES OF OCCUPANCY

Issued

- DRK Performance Athletics, LLC – 1541 S Bowen Rd – Martial Arts School – New Business
- Echo Electrical Services, Inc – 3610 W Pioneer Pkwy (D) – Electrical Contractor – New Business
- Bedzzz & Furniture – 2101 W Arkansas Ln #3 – Retail – New Business

Pending

- Brighter Days STEM Academy – 2221 W Arkansas Ln #106 – Learning Center – New Business
- Allison Air Conditioning – 3610 W Pioneer Pkwy #104 – HVAC – New Business
- King of Kings Upholstery – 2101 W Pioneer Pkwy #321 – Auto/Boat Upholstery – New Business

INSPECTIONS

	MAR TOTAL	YTD TOTAL
BUILDING INSPECTION	11	40
CERTIFICATE OF OCCUPANCY	7	47
CUSTOMER SERVICE INSPECTION	0	1
ELECTRICAL INSPECTION	6	29
MECHANICAL INSPECTION	4	19
PLUMBING INSPECTION	12	58
REINSPECTION	5	56
CODE ENFORCEMENT INSPECTIONS	5	46
TOTAL INSPECTIONS	50	296

CONSTRUCTION VALUES

	MAR TOTAL	2014/2015 YTD TOTAL	2013/2014 MAR YTD TOTAL
NEW RESIDENTIAL CONSTRUCTION	\$55,000.00	\$55,000.00	\$700,000.00
EXISTING RESIDENTIAL REMODEL	\$55,448.00	\$165,947.00	\$197,162.00
NEW COMMERCIAL CONSTRUCTION	\$1,863,538.00	\$1,863,538.00	\$0.00
EXISTING COMMERCIAL REMODEL	\$472,387.00	\$534,919.00	\$511,205.00
TOTAL VALUE	\$2,446,373.00	\$2,619,404.00	\$1,408,367.00

FEES COLLECTED

	MAR TOTAL	MAR FEES	YTD TOTAL	YTD FEES	YTD BUDGET	YTD DIFF.
CERTIFICATE OF OCCUPANCY	5	\$500.00	41	\$3,920.00	\$3,500.00	\$420.00
ZONING FEES	3	\$1,300.00	5	\$3,300.00	\$3,750.00	(\$450.00)
DEVELOPMENT FEE	1	\$882.80	1	\$882.80	\$0.00	\$882.80
PLAN REVIEW	6	\$1,948.67	12	\$4,907.76	\$3,500.00	\$1,407.76
BUILDING PERMIT	31	\$10,994.88	129	\$19,832.23	\$23,500.00	(\$3,667.77)
UTILITY RELEASE	2	\$80.00	8	\$320.00	\$150.00	\$170.00
CONTRACTOR REGISTRATION	17	\$1,700.00	65	\$6,250.00	\$5,500.00	\$750.00
LIQUOR PERMITS	2	\$405.00	10	\$5,670.00	\$1,000.00	\$4,670.00
TOTAL FEES		\$17,811.35		\$45,082.79	\$39,900.00	\$5,182.79



MUNICIPAL COURT



Municipal Court Collections / March 2015

On-Time Citations

Fines- \$25,145.80
Fees- \$15,469.53
Total- \$40,615.33

Warrants

Fines- \$55,571.07
Fees- \$19,941.93
Total- \$75,513.00

Court Security Fund- \$1,311.00

Court Technology Fund- \$1,766.00

Accident Reports- \$25.00

Gross Total Revenue- \$116,128.33
Less State Fee's- \$ 35,411.46
Net Revenue- \$ 80,716.87

Presented by: Thressa Householder



TOTAL VALUE----- 710 - \$59,268.50 711 - \$50,138.10
TOTAL AMOUNT COLLECTED----- 710 - \$17,996.20 711 - \$22,387.80
FUTURE REVENUE-----710 - \$15,038.10 711 – \$13,317.20

EXTRA DUTIES/VACATION/OTHER FOR JANUARY

Court closed due to incimate weather for 2 days

Ofcr. Hopkins out total 4 day – medical/personal

Ofcr. Alexander out 1 day, total time, personal

71 Total Calls for Service

18 Prisoner Services

2 Assists

28 Arraignments

6 Prisoner Releases

1 Prisoner Transfers

Ofcr. Hopkins filed one case for Possession of Marijuana – Under 2oz

Additional warrants cleared – 323

*Statewide Warrant Round Up was conducted March 7-15. This year’s totals are as follows:

Warrants Cleared – 309

Amount Collected - \$17,815.20

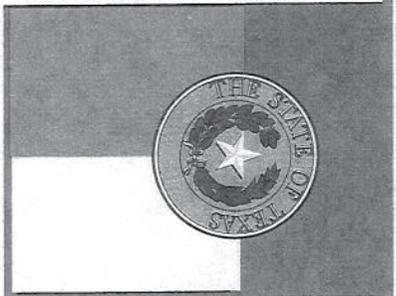
Respectfully submitted,

Warrant Officer: Freddie Alexander 710

Warrant Officer: Robert Hopkins 711

GREG ABBOTT
GOVERNOR

DAN PATRICK
LIEUTENANT GOVERNOR



**Texas Commission
on
Juba Enforcement**

*Hereby Awards The Certification
of
Court Security Specialist
to
ROBERT W. HOPKINS*

as provided for in the laws of the State of Texas and the rules of the Commission



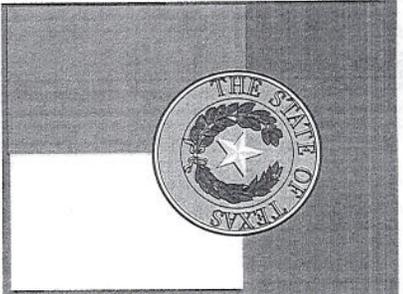
JOEL W. RICHARDSON
PRESIDING OFFICER

March 10, 2015

CHIEF KIM VICKERS
EXECUTIVE DIRECTOR

GREG ABBOTT
GOVERNOR

DAN PATRICK
LIEUTENANT GOVERNOR



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JOEL W. RICHARDSON
PRESIDING OFFICER

March 10, 2015

CHIEF KIM VICKERS
EXECUTIVE DIRECTOR



AGENDA BACKGROUND

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

DATE: April 13, 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 April 13, 2015:

Professional Services:

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

Purchase Orders:

- 1718 – Tyler Technologies, Inc.
- 1719 – Barbara Rogers
- 1721 – Iwerks
- 1722 – Firehouse Software
- 1723 – Physio Control

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
4/13/2015**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Sara Jane del Carmen	\$1,250.00	March 2015 Magistration Services
C.A. Magnuson	\$1,300.00	March 2015 Prosecution Services
Jim Jeffrey	\$1,505.00	March 2015 Attorney Services
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1718 - Tyler Technologies, Inc.	\$2,898.00	Incode Training Module
1719 - Barbara Rogers	\$1,823.70	Easter Event Expenditure Reimbursement
1721 - Iwerks	\$2,750.00	Re-Cabling of Court Clerks Office
1722 - Firehouse Software	\$1,185.00	Maintenance Agreement for iPad Inspection Software
1723 - Physio Control	\$3,793.50	Life Pack Technical Support Service Agreement
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Duncan - Garbage	\$8,304.77	March 2015 Trash Removal
Duncan - Recycling	\$2,072.22	March 2015 Recycling Removal
Intermedix	\$2,087.50	March Ambulance Collection
Voyager Fleet Systems	\$2,924.83	March 2015 Oil & Gas Expense
TML Intergovernmental	\$22,005.57	April 2015 Employee Insurance
TML Intergovernmental	\$23,213.00	2nd Qtr 2015 Liability & Property Ins.
Gexa Energy	\$15,607.04	Electricity Billing Thru 4/08/15
City of Fort Worth	\$20,685.96	February 2015 Wastewater Services
Iwerk	\$2,032.50	February 2015 Tech Support Services
Wells Fargo	\$1,561.16	March 2015 Copier Lease Payment

MAGISTRATION SERVICE FOR THE MONTH OF MARCH 2015

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

**SERVICES PERFORMED: ARRAIGNMENTS/WARRANTS/MAGISTRATION
DUTIES**

VENDOR # 11022

Sara Jane del Carmen

**BLOOD DRAW WARRANTS
MAGISTRATIONS**

TOTAL - \$1,250.00

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

PROSECUTOR SERVICE FOR THE MONTH OF MARCH 2015

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: PROSECUTOR FOR MUNICIPAL COURT

VENDOR # 10123	CRAIG MAGNUSON	\$1,300.00
----------------	----------------	------------

BILLING ADDRESS: CRAIG MAGNUSON
6000 WESTERN PLACE #200
FT WORTH, TEXAS 76103

LAW OFFICES OF JIM JEFFREY

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

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

4/1/2015
Account No. – 09.01.06
Invoice # 21881

Legal services

March 1 – March 31, 2015

Attorney Total Hours:	8.60
Hourly Rate:	\$175.00
Paralegal Total Hours	\$ ---
Hourly Rate	\$90.00
Total for Services:	\$1,505.00
Expenses:	\$ ---
TOTAL BALANCE DUE:	\$ 1,505.00
Nolan County land issue	\$ 0



G/A MEMO

To: Matt Fielder, City Manager

From: Julie Arrington, City Secretary

Date: March 30, 2015

Re: Tyler Technologies – Tyler U

The Town Council approved the proposed expenses of \$2,898.00 for a new Tyler Technologies module called Tyler University (TylerU) within the 2014-15 Budget. This is a training module to train new employees and allows the employees to learn about the new updates on the Tyler Technology system. This is an all encompassing training module, where every employee, who has Incode on their computer, will have access to the module and allows the Department Heads to train their employees to the Tyler modules they use. The invoiced cost of \$2,898.00 is for a year subscription beginning April 1, 2015 through March 31, 2016.



Tyler University

Tyler University is Tyler Technologies' continuing education platform—a place where you can improve your skills, learn new software or keep up with the latest technology or procedures. Anyone can take charge of their personal or employees' learning opportunities because Tyler U's intuitive design makes it easy to schedule classes, organize learning credits and certifications, track staff training and more. With hundreds of courses to choose from, there's something for everyone to learn at Tyler U!

Why Tyler U?

- 24/7 access
- Ability to revisit important topics
- Hundreds of courses covering Tyler products
- Learn functionality before, during and after software implementations
- Reduced new employee training costs
- Monitor employee progress and transcripts
- Expand product knowledge by learning new functions
- Unlimited access to compliance courses (e.g., sexual harassment, Red Flag Rules)
- Microsoft Office training, beginner to advanced

From the convenience of your office or a regional location, Tyler's team of experts involve participants in engaging, relevant, hands-on curriculum to help teach programs and processes that can be used the same day. Registrants get live, individualized guidance at the time it's needed whether they're in the same room or a virtual environment. Course selections include product-specific, in-depth, training focusing on Tyler solutions you use daily or maybe professional development classes such as Microsoft® training or presentation development.

And because of our partnership with Strategic Government Resources (SGR), you can say goodbye to third-party trainers. You now have 24/7 access to courses that may satisfy mandatory compliance training, including Anger and Stress Management, Preventing Sexual Harassment, Embracing Diversity and many other courses in human relations, customer service and professional competency. And you get it all as part of your subscription to Tyler U!

Tyler's commitment is to exceed expectations when it comes to making sure its clients have one convenient source to get ongoing training and professional certification. Consider which of these learning environments might be best for your needs.

Benefits of Training

- Increase employee productivity
- Increase employee satisfaction
- Reducing costs of employee turnover
- Increase employee retention
- Increase employee loyalty
- Increase employee engagement
- Increase employee performance
- Increase employee morale
- Increase employee motivation
- Increase employee commitment
- Increase employee loyalty
- Increase employee retention
- Increase employee productivity
- Increase employee satisfaction
- Reducing costs of employee turnover
- Increase employee retention
- Increase employee loyalty
- Increase employee engagement
- Increase employee performance
- Increase employee morale
- Increase employee motivation
- Increase employee commitment



Virtual Learning Labs

This educational environment is uniquely designed for two-way communication between instructor and student within an electronic environment. As an expert instructor guides participants through practical, engaging curriculum, each instructor can monitor individual students' progress by viewing their screen. Likewise, students can simultaneously see the instructor's screen in order to get the full benefit of instructional training. Because of this unique mode of communication, students can get an immediate response through a live chat or by phone, and the instructor can immediately address issues armed with the knowledge they need. Courses are properly paced to ensure that everyone is supported until proficiency in the required skills and knowledge base is reached.

On-Demand E-Learning

Users can log on 24/7 to experience any of the available self-paced, interactive courses. Selections include product-specific, in-depth, curriculum-based training focusing on Tyler solutions used every day. Professional development classes such as Microsoft® Excel training or presentation development can also be scheduled, along with mandatory compliance classes such as sexual harassment training or select courses yielding Continuing Professional Education (CPE) credits.

Regional Campus Lab

Both new and long-term users benefit from Tyler solutions training. Participants, within a computer lab setting, log in to a virtual lab to receive real-time, hands-on experience with the solution they need to learn from a live instructor who monitors and supports progress.

Regional Group Training

In a regional group training setting, instructors share technical information, tips, tricks and techniques in a classroom setting to help participants increase productivity and efficiency using Tyler software solutions. And because this educational opportunity is hosted in your region, more staff members can participate and keep agency operations at an optimum level.



Proposal - TylerU
Local Government Division

Presented to:

Julie Arrington
City Secretary
Town of Pantego
1614 S. Bowen Rd
Pantego, TX 76013
(817) 617-3702
jarrington@townofpantego.com

Proposal date:

June 18, 2014

Submitted by:

Robin Reeves
(800) 646-2633
robin.reeves@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Jule Arrington
Town of Pantego
June 18, 2014



Investment Breakdown

Proposal Valid for 120 days

Tyler On-Demand	Investment	Annual Fees
Tyler U		2,898
	-	2,898

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

All payment terms are net thirty (30) days

Tyler On Demand - Tyler U

Julie Arrington
Town of Pantego
June 18, 2014



Service

Annual Fee

Tyler On Demand - Tyler U

Tyler U Subscription	2,898
<ul style="list-style-type: none">- E-learning courses available for all employees during the subscription period- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention- Available 24/7- New courses created continually	

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org

Tyler Online Training Center Total

2,898



tyler
technologies

Empowering people who serve the public®

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

Invoice

Invoice No	Date	Page
025-119740	03/12/2015	1 of 1

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	50752	018225	USD	NET30	04/11/2015

Date	Description	Units	Rate	Extended Price
Contract No.: Pantego, Town of Tyler U		1	2,898.00	2,898.00
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	2,898.00
Sales Tax	0.00
Invoice Total	2,898.00

TOWN OF PANTEGO

1614 S. BOWEN
 PANTEGO, TEXAS 76013

No. 1718

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.			
3-30-15		100-5-101-234.30	Gen. Admin			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
1	1	Tyler II module Apr. 1, 2015 thru March 31, 2016	2,898.00	1	2,898.00	
* * Budgeted * *						
					TOTAL	2,898.00



 APPROVED BY

RECEIVED
3/30/15

2015 CKB Easter Event
Please reimburse —
Barbara Rogers

Pg. 1 Ord:670712397 Pkg: 2

Seq	LOCATION	ITEM #	QTY	UN	DESCRIPTION
015	-WA VE	12/1797	2	UN	EASTER STAMP ASSORTMENT (2DZ)
008	-WA VE	13627220	3	DZ	CARROT PULLBACKS
005	-WA VE	13632877	2	UN	MINI EASTER EGG HUNT BUBBLE BOTTLES
013	-WA VE	13675269	30	DZ	BUNNY RINGS
011	-WA VE	13677668	3	DZ	EASTER BENDABLE ASSORTMENT
001	-WA VE	13680541	1	RL	EASTER CHICK TABLECLOTH ROLL
003	-WA VE	13681213	2	ST	EASTER EGG BACKDROP BANNER
010	-WA VE	13682134	4	DZ	EASTER PATTERN MINI BEACH BALLS
004	-WA VE	37/1022	1	PC	EASTER EGG HUNT BANNER
006	-WA VE	37/1150	1	UN	EASTER FOAM GLIDERS (4DZ)
007	-WA VE	37/1298	1	UN	EASTER MAZE PUZZLES (2DZ)
009	-WA VE	37/280	20	UN	MINI EASTER CHARACTER PARATROOPER-4DZ
002	-WA VE	37/30	1	DZ	EASTER BUNNY HOP POTATO SACKS
012	-WA VE	37/847	5	UN	EASTER ROLL STICKER ASSORTMENT (5RLS)
014	-WA VE	48/8752	2	UN	CHENILLE BABY CHICKS
016	B00 001B 3	*13714115	1	PC	MAIN 5 LITE OTC PICK ZONE CY15

TOT QTY = 78

\$1,456.23
TOTAL
5 receipts

Oriental Trading
CORPORATION, INC.

4206 S. 108th St Omaha, NE 68137-1215
Continental U.S. Call 1-800-228-0475
Order Online at www.orientaltrading.com

Sold To: KEITH ROGERS
1808 STOLPER DR
PANTEGO, TX 76013-3287

Ship To: BARBARA ROGERS
1808 STOLPER DR
PANTEGO, TX 76013-3287

Invoice

Invoice # : 670712397-01
Customer # : 22535886
Order Date : 3/15/2015

Page : 1
Date : 3/17/15
Time : 10:52:06

Qty Ord	Qty Shp	UN	Item #	Description	Unit Price	Ext. Amt
---------	---------	----	--------	-------------	------------	----------

Items/Qty with symbol * before item# are shipped with this package.
Other items/qty are shipped separately.

Qty Ord	Qty Shp	UN	Item #	Description	Unit Price	Ext. Amt
1	1	PC	A0-13714115	MAIN 5 LITE OTC PICK ZONE C	16.98	16.98
1	1	RL	IN-13680541	EASTER CHICK TABLECLOTH ROL	15.99	15.99
1	1	DZ	IN-37/30	EASTER BUNNY HOP POTATO SAC	25.5	25.5
2	2	ST	IN-13681213	EASTER EGG BACKDROP BANNER	4.18	8.36
1	1	PC	IN-37/1022	EASTER EGG HUNT BANNER	6.75	6.75
2	2	UN	IN-13632877	MINI EASTER EGG HUNT BUBBLE	7.20	14.40
1	1	UN	IN-37/1150	EASTER FOAM GLIDERS (4DZ)	7.25	7.25
1	1	UN	IN-37/1298	EASTER MAZE PUZZLES (2DZ)	9.99	9.99
3	3	DZ	IN-13627220	CARROT PULLBACKS	13.50	40.50
20	20	UN	IN-37/280	MINI EASTER CHARACTER PARAT	6.50	130.00
4	4	DZ	IN-13682134	EASTER PATTERN MINI BEACH B	33.8	135.2
3	3	DZ	IN-13677668	EASTER BENDABLE ASSORTMENT	11.28	33.84
5	5	UN	IN-37/847	EASTER ROLL STICKER ASSORTH	9.99	49.95
30	30	DZ	IN-13675269	BUNNY RINGS	5.40	162.00
2	2	UN	IN-48/8752	CHENILLE BABY CHICKS	7.00	14.00
2	2	UN	IN-12/1797	EASTER STAMP ASSORTMENT (2D	6.50	13.00
48	48	UN	IN-12/1797	EASTER STAMP ASSORTMENT (2D	6.50	312.00

Merchandise	Replace Fee	Ship & Handling	Tax	Total Amount	Discounts	Payments	Balance Due
1,001.42	.00	.00	.00	1,001.42	50.07	951.35	.00

This order consists of 2 pkgs.
This is Pkg# 2 of 2

Items/Qty with symbol * before item# are shipped separately.
Other items/qty are shipped with this package.

40 % Off (1.99-0.80)
 104300000 Easter 1.19 N
 40 % Off (1.99-0.80)
 104300000 Easter 1.19 N

Walmart
 Save money. Live better.

(817) 276 - 9021
 MANAGER SCOTT MEEKS
 8401 ANDERSON BLVD
 FORT WORTH TX 76120

ST# 1455 OP# 00000141 TE# 11 TR# 07750
 DB ASST 005964292346 F 1.98 0
 DUM DUM POPS 003080000054 F 6.67 0
 WONKA MIXUP 007920015811 F 8.48 0
 JOLLYRANCHER 001070015671 F 8.98 0
 STARBURST 004000022649 F 6.98 0



Thank you for shopping at Hobby Lobby.

We reserve the right to limit or refuse to accept the return of certain products and non-receipted items.
 price in the last 60 days. Valid ID is required.
 a merchandise credit based on the lowest selling
 You may exchange the merchandise or be issued
 Without Original Sales Receipt.
 merchandise credit can be issued.
 be a wait of 10 calendar days on check purchases, or
 based on the original method of payment. There will
 the merchandise, give store credit or issue a refund
 Within 80 days of purchase we will gladly exchange
 With Original Sales Receipt.
 Without the receipt.
 Hobby Lobby values customer satisfaction; with or

RETURN POLICY



3/28/15 10:17 AM



Visit our website at www.hobbylobby.com
 Return Policy on back of receipt.
 Thank You. Please come again.
 Become a fan on Facebook.

Total savings: 160.00

Number of Items Purchased: 200

AMEX
 ACCOUNT #: *****4002
 AUTH#: 501663
 REF#: 5087101837
 CHANGE DUE 0.00

TAX EXEMPT CUSTOMER
TOTAL 238.00
 TAX TOTAL 0.00
 SUBTOTAL 238.00

1.19 N Easter 104300000 40 % Off (1.99-0.80)
 1.19 N Easter 104300000 40 % Off (1.99-0.80)
 1.19 N Easter 104300000 40 % Off (1.99-0.80)
 1.19 N Easter 104300000 40 % Off (1.99-0.80)

SUBTOTAL 189.63
 TOTAL 189.63
 DEBIT TEND 189.63
 CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
 189.63 TOTAL PURCHASE
 ACCOUNT # ***** 1827 S
 REF # 508800300148
 NETWORK ID. 0076 APPR CODE 908849
 TERMINAL # MX967136

03/29/15 16:10:28

ITEMS SOLD 28

TC# 4671 7437 9694 3303 5448 1



Low Prices You Can Trust. Every Day.
 03/29/15 16:10:30

SAVINGS CATCHER
 Download the Walmart app from http://wmt.co
 GET IT ON Google Play
 Available on the App Store
 Scan this code with the app to compare prices & save more.



Please reimburse
 Barbara Rogers

Reimbursed
 B. Rogers
 2015 CRB
 Easter
 Event



LOVE'S HOME CENTERS, LLC
 1111 EASTCHASE PARKWAY
 FT. WORTH, TX 76120 (817) 276-5700

- SALE -

SALES#: S2546BN1 1884907 TRANS#: 19661465 03-29-15

105121 F1-SHOCK STEP-IN FENCE PO 53.46
 18 0 2.97

SUBTOTAL: 53.46
 TOTAL TAX: 0.00
 INVOICE 19513 TOTAL: 53.46
 DEBIT: 53.46

DEBIT:XXXXXXXXXX1827 AMOUNT:53.46 AUTHCD:193586
 SUIPED REFID:661493254619 03/29/15 15:38:13
 TRACE:00322956
 PURCHASE CASH BACK TOTAL DEBIT
 53.46 0.00 53.46

STORE: 2546 TERMINAL: 19 03/29/15 15:38:14
 # OF ITEMS PURCHASED: 18
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

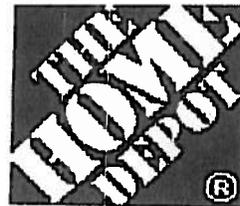


THANK YOU FOR SHOPPING LOWE'S.
 SEE REVERSE SIDE FOR RETURN POLICY.
 STORE MANAGER: MARCUS SINGLETON

WE HAVE THE LOWEST PRICES, GUARANTEED!
 IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
 SEE STORE FOR DETAILS.

 * YOUR OPINIONS COUNT! *
 * REGISTER FOR A CHANCE TO WIN A *
 * \$5,000 LOWE'S GIFT CARD! *
 * ¡REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA *
 * TARJETA DE REGALO DE LOVE'S DE \$5000! *
 * *
 * REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
 * WITHIN ONE WEEK AT: www.loves.com/survey *
 * Y O U R I D # 19513 2546 088 *
 * *
 * NO PURCHASE NECESSARY TO ENTER OR WIN. *
 * VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
 * OFFICIAL RULES & WINNERS AT: www.loves.com/survey *

STORE: 2546 TERMINAL: 19 03/29/15 15:38:14



More saving.
 More doing.™

201 ROAD TO SIX FLAGS WEST
 ARLINGTON, TX 76011 (817)459-4300

0554 00009 43134 03/29/15 03:10 PM
 CASHIER REGINALD - RX06982

841749005761 PINK RF <A>
 1"X200' PROFESSIONAL GRADE PINK RF 8.91N
 302.97
 841749005754 ORANGE RF <A>
 1"X200' PROFESSIONAL GRADE ORANGE RF 8.91N
 302.97
 049448330140 200'GLMFLGTP <A>
 JOHNSON 200' GLO LIME FLAGGING TAPE
 301.99 5.97N

SUBTOTAL 23.79
 SALES TAX 0.00
 TAX EXEMPT
 TOTAL \$23.79
 XXXXXXXXXXXX1827 DEBIT 23.79
 AUTH CODE 730240



0554 09 43134 03/29/2015 7822

RETURN POLICY DEFINITIONS
 POLICY ID DAYS POLICY EXPIRES ON
 A 1 90 06/27/2015
 THE HOME DEPOT RESERVES THE RIGHT TO
 LIMIT / DENY RETURNS. PLEASE SEE THE
 RETURN POLICY SIGN IN STORES FOR
 DETAILS.

ENTER FOR A CHANCE
 TO WIN A \$5,000
 HOME DEPOT GIFT
 CARD!

Share Your Opinion With Us! Complete
 the brief survey about your store visit
 and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
 ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
 H88 87111 86566

Password:
 15179 86557

Entries must be entered by 04/28/2015.
 Entrants must be 18 or older to enter.
 See complete rules on website. No
 purchase necessary.

DOWNLOAD THE
 HOME DEPOT MOBILE APP
 View item location, inventory & reviews
 Download from App store or text RECEIPT
 to 65624. Message & Data rates may apply

Submitted
4/7/15

Reimburse:

Barbara Rogers

Hobby Lobby	\$ 70.92	65.67 (less tax)
Hobby Lobby	\$ 13.13	
Wal-Mart	\$ 108.83	
Wal-Mart	\$ 64.78	59.84 (less tax)
Pantego Bistro DBA Cookie Machine	\$ 120.00	

~~\$ 377.66~~ 367.⁴⁷

* Note Charged \$9.10 to Ace Mart
Town Acct

(see attached)

HOBBY LOBBY



4628 S. Cooper St.
Arlington, TX 76017
Hobby Lobby Store #175 (817) 557-8446

S-175 R-14 T-1173 CYNTHIA C SALE

101000000	Art	1.99 N
101000000	Art	1.19 N

COUPON CODE: 01777
40 % Off Coupon (1.99-0.80)

SUBTOTAL	13.13
TAX TOTAL	0.00
TOTAL	13.13
TAX EXEMPT CUSTOMER	

DEBIT	13.13
ACCOUNT #: *****1827	
AUTH#:	
REF#: 5094122416	
CHANGE DUE	0.00

Number of Items Purchased: 7

Total savings: 0.80

Thank You. Please come again.
Become a fan on Facebook.
Return Policy on back of receipt

Visit our website at www.hobbylobby.com



0175014011730404158

4/4/15 12:20 PM

- Continued on Side 2 -



Main Checking: Account Activity Transaction Details

Post date: 04/06/2015

Amount: -120.00

Type: Debit card

Purchaser: BARBARA L ROGERS

Description: CHECKCARD 0404 COOKIE MACHINE 817-795
-3905 TX 24692165094000838420488

Merchant category: Candy, Nut, and Confectionery Stores

Merchant category code: 5441

Expense category: Retail Stores

440216733889
COOKIE MACHINE
3100 W ARKANSAS LN #0
ARLINGTON TX 76016
(817) 795-3905

TERMINAL I.D.: 16733889

*30 dozen
royal iced
sugar iced
decorated
cookies*

VISA
XXXXXXXXXXXX1827
SALE
BATCH: 000914 INU: 4
DATE: APR 04, 15 TIME: 11:16:44
AUTH NO: 151230

TOTAL \$120.00

BARBARA L ROGERS

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

CUSTOMER COPY

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1719

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

2/13

TO Barbara Rogers
1808 Stolper Dr
Pantego, Tx 76013

SHIP TO (same)

DATE		ACCT #	DEPT.			
3-30-15		100-5-175-260.40	CRB			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
3/30/15		Multiple receipts / Various vendors for 2015 Town Easter Event			\$1,456	23
4/7/15					267	47

Sheila D. Sherman

APPROVED BY

TOTAL \$ ~~1,456~~ 23
\$ 1,823.70

Memo

To: Matt Fielder, City Manager

From: Thressa Householder, Municipal Court Administrator

cc: **Ariel Carmona, Finance Director**

Date: April 1st 2015

Re: Purchase Order Authorization For Re-Cabling Of Court Clerks Office

The Municipal Court is requesting the approval of the attached purchase order in the amount of \$2,750.00 to Iwerk.com, for the purchase of Re-Cabling the court clerks office.

The purchase was approved in the FY 14-15 Budget and will be purchased through the Court Technology fund. The price has changed from the first estimate. We are purchasing 2 poles instead of 1 which was budgeted. We also to remove 2 lights to make room for the poles. The total amount that will be billed is \$3000.00 which will include iwork programming of 2 hours. This is an increase of \$625.00.

Thank you



Thressa Householder

Municipal Court Administrator

Freddie Alexander

From: Daniel Bullard [dbullard@iwerk.com]
Sent: Wednesday, April 01, 2015 11:39 AM
To: Freddie Alexander
Subject: RE: Utilities Pole

Sorry for taking so long...

Price for rewiring the court office: \$3,000

This includes the removal of overhead lighting to make room for the two power poles that will be used to bring power and network/phone cables down the center of the room to attach to the cubicles.

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1721

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 **WERK**

SHIP TO **PANTEGO MUNICIPAL COURT**
2600 MILLER LANE
PANTEGO, TX 76013

acc-480

DATE		ACCT #	DEPT		
4-1-15		825-5-160-210	COURT		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		Removal of overhead lights x2 to add 2 power poles for network/phone cables rewiring court office			2750 00
BUDGETED Item \$2375.00					
				TOTAL	2750 00

[Handwritten 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: 04-02-2015

I am requesting approval to expend \$1,185.00 for the purchase of the annual support contract for Fire House.

This support contract covers the Fire House reporting program with all three licenses as well as the Fire Inspector support for the iPad inspection software. The requested amount was an approved budget item in the 2014-2015 budget.

Cc: A. Carmona



FIREHOUSE Software®

A Xerox Company

Xerox Government Systems, LLC
2900 100th Street, STE 309
Urbandale IA 50322

INVOICE

Invoice **1140229**

Page Number: 1

Date: 3/24/2015

Customer: 336444

Please Remit Payments To:
Xerox Business Services LLC
P.O. Box 201322
Dallas TX 75320-1322

SOLD

TO: PANTEGO FIRE DEPT
TOM GRIFFITH
1614 S BOWEN RD
PANTEGO TX 76013

SHIP

TO: PANTEGO FIRE DEPT
TOM GRIFFITH
1614 S BOWEN RD
PANTEGO TX 76013

CUSTOMER P.O.	ORDER #	TERMS	DUE DATE		
5/01/2015 - 5/01/2016	1305796	NET 15	4/8/2015		
ITEM NUMBER	DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
371505	FH Support Contract Renewal .	EA	1	675.000000	675.00
375509	FH Inspector for iPad Renewal	EA	1	150.000000	150.00
371501	FH Additional License Support Contract Renewal	EA	3	120.000000	360.00

Subtotal:	\$ 1,185.00
Tax:	
Total:	\$ 1,185.00

Please contact us at:
FH Support, Sales & Billing 800-921-5300

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1722

- 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 Fire House.
A Xerox Company

SHIP TO Pantego Fire

DATE		ACCT #	DEPT.			
4-2-15			Fire			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
1		FH Support Contract	675.00		675.00	
1		FH Inspector for iPad	150.00		150.00	
3		FH additional license	120.00		360.00	
					TOTAL	1185.00

Robert Baker
[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: 04-02-2015

I am requesting approval to expend \$3,793.50 for the purchase of the annual service agreement for the Life Pack 15's.

The cost for this service has increased from the budgeted amount due to a price increase from Physio Control. It was explained to me that they adopted a new price structure for the service agreements. The new prices were instituted last year however because of the time that our monitors were purchased the increase did not take effect until this year. I worked diligently with the service manager for Physio Control to have the cost reduced. I was able to get the cost reduce to \$1,264.50 per device. I budgeted \$3,100.00 in FY 2014-2015 budget. This is a total increase for the year of \$693.50.

I worked with the salesman for the (Lucas device) this is the chest compression device approved for purchase by council. He has agreed to reduce the price of the Lucas to help offset the cost of the service agreement for the LP 15's.

I will stay in contact with the service team to ensure that we have the correct price to budget for next year. I am also attempting to get a locked in four or five year contract price.

I request that the council approve the expenditure with approval for the city manager to sign the agreement with Physio Control.

Cc: A. Carmona

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 14607401
PANTEGO FD
1614 S BOWEN
PANTEGO, TX 76013

Bill To # 14607401
PANTEGO FD
1614 S BOWEN
PANTEGO, TX 76013

This Technical Service Support Agreement begins on 4/3/2015 and expires on 4/2/2016.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$3,793.50 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: WECC58
Michael Glass
Phone: 800-442-1142 x 72718
FAX: 800-772-3340

Customer Contact:
Robert Coker
Phone: (817) 274-1384
FAX:

Reference Number: R87-0191
Printed: 3/31/2015

Renewal
Page 1 of 5

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or *"Repair Only Service"* means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or *"Inspection Only Service"* means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or *"Repair & Inspect Service"* means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control 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 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

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

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Michael Glass, WECC58
District: SOUTHWEST
Phone: 800-442-1142 x 72718
FAX: 800-772-3340

Equipment Location: PANTEGO FD, 14607401
1614 S BOWEN
PANTEGO, TX 76013

Scope Of Service On Site Repair Plus

<u>Model</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Ref. Line</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Total Inspections</u>
LIFEPAK® 15	V15-2-001604	41229407	1	4/3/2015	4/2/2016	0
LIFEPAK® 15	V15-2-001604	41229576	2	4/3/2015	4/2/2016	0
LIFEPAK® 15	V15-2-001604	41229387	3	4/3/2015	4/2/2016	0

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1723

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 *PhysioControl*

SHIP TO *Pantego fire.*

DATE		ACCT #	DEPT.		
4-2-15		100-5-150-2321.00	Fire.		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		Technical Service Support Agreement.	1264.50	ea	3,793.50

[Signature]
Robert Coker

TOTAL 3,793.50

APPROVED BY



AGENDA BACKGROUND

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

Date: April 13, 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 March 23, 2015

PEDC minutes from March 11, 2015

PEDC minutes from March 25, 2015

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

Town Council Minutes
March 23, 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 23rd day of March 2015 with the following members present:

Melody Paradise
Fred Adair
Jane Barrett
Don Funderlic
Don Surratt

Mayor
Council Member
Council Member
Council Member
Council Member

Members absent:

Russ Brewster

Mayor Pro-Tem

Constituting a quorum. The following staff members were present:

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

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

Also in attendance:

Joyce Stanton

Town Engineer

WORK SESSION 6:30 P.M.

Councilmember Surratt called the work session to order at 6:36 p.m.

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

1. City Manager Report

Mr. Fielder informed Council the personnel vacancies for a police officer and a dispatcher still remain. Interviews have been conducted and the Police Department is conducting follow ups.

10. Discuss, direct, and consider action regarding the bands and the budget for PantegoFest 2015.

Mr. Fielder informed Council this item is a follow up discussion of the bands, to finalize the headliners, and to discuss the budget presented by April Coltharp with Flair Events.

Mrs. Coltharp informed Council she has updated the band list, the availability of the bands, and Le Freak is available for Friday night. She needs to get the headliner booked for Saturday evening and

Town Council Minutes
March 23, 2015

stated Incognito is willing to play on Saturday. Council discussed the various band options and the schedule presented by Mrs. Coltharp. She has confirmed Saturday with Morgan Shine and Brendon Preece. Council would like Mrs. Coltharp to attempt to fill in the vacancies with the Eagles tribute band, Stoneleigh's, Soul Sacrifice, and Escape and confirmed these choices would stay within the budget.

Council inquired on the revenue options and the increase in expenses regarding the balloon artist and asked if the balloon artist was a Town resident. There was discussion on implementing a charge after a certain time of the day or a charge for beer sales, the BBB festival appearance for marketing, and using the same logo. Council requested \$500 to be added to the expenditures for T-shirts. There was discussion on the sound issues from last year. Council inquired on a list of potential volunteers and the timeline for notifications. Mayor Paradise requested Mrs. Coltharp to contact the H.O.S.A. organization at Arlington High to discuss volunteer opportunities.

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

Council inquired if there were estimates from other tire companies for the rear tires of the backhoe and if the attorney invoice breakdown was uploaded to Dropbox. Mr. Williams confirmed he has received other estimates for the tires but did not include them into the agenda packet. Ms. Arrington confirmed the invoice was uploaded into Dropbox.

3. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from March 2, 2015
- Town Council minutes from March 9, 2015

March 2, 2015 item number 6, last paragraph, needs the word "management" added behind the word "construction".

March 9, 2015 the Consent Agenda motion needs to state "Councilmember Adair 'made a motion to' approve..."

Acceptance of Minutes of Boards and Commissions:

- PEDC minutes from March 11, 2015

No comments.

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

Mr. Fielder reminded Council at the last Zoning meeting discussion ended half way through the ordinance. The meeting was tentatively set for March 30th.

Mayor Paradise adjourned the work session at 7:25 p.m.

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

Mayor Paradise called the regular session to order at 7:33 p.m.

Councilmember Funderlic 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 explained he just returned from an international trip and apologized for any future display of exhaustion during the meeting.

Councilmember Funderlic thanked everyone for their attendance and staff for their efforts and hard work.

Councilmember Barrett stated it was great to see everyone.

Councilmember Adair stated it was great to see everyone here and he appreciates the efforts of staff.

Mayor Paradise informed Council Mayor Pro-Tem Brewster was excused from tonight for a business trip and she had a great privilege to attend a presentation by H.O.S.A. – Health Occupation Student Association. Their main topic for discussion was human trafficking. She has asked H.O.S.A. to give their presentation to the PYLC students at their next meeting.

HONORS/RECOGNITIONS

Mayor Paradise introduced Shelby Mayo as a Cinderella Ball Candidate and asked Miss. Mayo to give the audience and Council some information regarding the Cinderella Ball. Mayor Paradise requested Miss. Mayo and Council to join her in front of the Dias as she read the Proclamation in support of Miss. Mayo's candidacy to the Cinderella Ball and efforts to raise money for the Boys & Girls Club of Arlington.

Mayor Paradise requested Councilmember Adair to read the Proclamation for March for Meals and Councilmember Surratt to read the Proclamation for National Service Recognition Day.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed the Council the regular meeting for CRB was cancelled due to a lack of quorum. They rescheduled for March 17th. The Board met at this meeting to discuss the responsibility of the members and to organize the events. The Easter event will be from 2:30 p.m. to 4:30 p.m. on Saturday, April 4, 2015.

Pantego Youth Leadership Council

Mayor Paradise informed the Council she invited the H.O.S.A. organization to the PYLC meeting in April to give their presentation. This follows the current topic of Controversial Conversations where the group is discussing controversial topics, different perspectives, and being open-minded. She was very impressed by the presentation on Human Trafficking she received from the H.O.S.A. organization.

PEDC REPORT

Councilmember Adair informed the Council the last PEDC meeting's main topic was improvements to the park and the Texas Parks & Wildlife Grant.

CITIZENS OPEN FORUM

None.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Adair made a motion to approve the Consent Agenda items 1, 2, & 3 with the changes to the March 2nd and March 9th minutes as discussed. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

PUBLIC HEARING (ORDINANCE/RESOLUTION)

- 4. Public Hearing, discuss, direct, and consider action on zoning case Z-206, a proposed Special Use Permit, as requested by Ann Farrell to install a Multi-Tenant Pole sign that is larger than allowed by Town Ordinance as requested by Matco Signs for the property at 2304 West Park Row Drive, Tracts 1A3, 1A3A, 1A3B, 1A5, 1A5B AND 1A5C of the William J. Barry Survey, Pantego, Tarrant County, Texas. The property is generally located in the Lakewood Shopping Center on the south side of West Park Row Drive between South Bowen Road and Milby Road.**

Mr. Joyce explained the Special Use Permit is to replace the existing sign located at the Lakewood Shopping Center that was damaged due to the storm last October. The existing sign is non-conforming due to the 200 square foot requirement in the ordinance and the new sign will also be nonconforming due to the request of a 260 square foot sign.

Mayor Paradise opened the Public Hearing at 8:01 p.m.

Matt Wesolowski, with Matco Signs, informed Council he was here on behalf of Annie Farrell.

Mayor Paradise closed the Public Hearing at 8:02 p.m.

Council questioned the option of LED lights instead of using traditional fluorescent lights, on the proximity of the sign to the upcoming streetscape project for Park Row, and the requirement of a planter per the ordinance. Council discussed enforcing the sign to meet the esthetic goals of the streetscape project. Mr. Joyce explained the planter is a requirement for new signs and this particular sign is surrounded by asphalt making it possibly too hard to obtain water to the planter. There was discussion on the triggers for considering a sign plan as a new plan or a remodel of an existing sign plan. Mr. Wesolowski informed Council the enforcement of a planter would remove two parking spaces hindering the shopping center's ability to comply with the parking lot requirements. Mr. Jeffrey explained the language in the ordinance in reference to the sign structure elements appears to be the same in both the old and the new ordinance; however, the face is getting upgraded. Mr. Joyce explained the Town is not compelled to continue a non-conforming designation if the cost of the alterations are 60% of the total cost of the structure. This request is more than 60% of the cost of the structure; therefore Council can continue the allowance of the non-conforming designation, but does not have to. Mr. Jeffery stated after reviewing L.G.C. Chapter 216 the Town can impose broad reasonable requirements and agrees with Mr. Joyce. Council inquired if the enforcement of a planter would affect the completion timeline. Council would like more information from Mr. Joyce regarding the parking space requirements and allow the applicant time to propose landscaping.

Councilmember Surratt made a motion to table zoning case Z-206 until the April 13, 2015 Town Council Meeting. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

- 5. Public Hearing, discuss, direct, and consider action on Resolution 15-07 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the grant application to the Texas Parks & Wildlife Department in regards to renovations and upgrades to Bicentennial Park.**

Town Council Minutes
March 23, 2015

Mr. Fielder informed the Council he expected Pam Mundo, with Mundo & Associates, to be here to discuss this item. The PEDC Board has discussed submitting an application to the Texas Parks & Wildlife Department for a Small Community Park Grant, a matching grant for Park improvements. The grant will match up to \$75,000 for a total of \$150,000 worth of improvements. The requirement of the Public Hearing is due to some of the improvements being located near or within the flood plain along the creek. The grant would consist of three projects; a splash pad, volleyball court, and a butterfly garden. Mr. Fielder gave more details of the projects as outlined in the proposed budget.

Mayor Paradise opened the Public Hearing at 8:34 p.m.

No comments.

Mayor Paradise closed the Public Hearing at 8:35 p.m.

Mr. Fielder informed Council the PEDC Board does not expect to spend the \$75,000 matching funds until next year's budget. Council clarified the total amount of the improvements is \$150,000. They asked if the butterfly garden was part of the Park Master Plan. Mr. Fielder stated it was not, but provides an environmental benefit in the application. Council inquired if the cost of the volleyball court includes the engineering. Mr. Fielder stated the cost of the construction of the volleyball court ranges from \$13,000-\$18,000. The difference in the budget would go towards the engineering costs. Council inquired on the opinion of the Town Engineer, Joyce Stanton, in regards to the requirement of engineered signed plans for the volleyball court. Mrs. Stanton explained she has seen the University of Texas at Arlington use scaled plans for their volleyball courts. There was discussion on the size of the Splash pad. Council expressed their pleasure of finally moving forward with improvements to the Park.

Councilmember Adair made a motion to approve resolution 15-07 authorizing a grant application to the Texas Parks & Wildlife Department for renovations to Bicentennial Park. Councilmember Barrett seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

ORDINANCE

6. Discuss, direct, and consider action on the acceptance of the Certificate of Unopposed Candidates by the City Secretary.

Ms. Arrington stated the Certificate is a standard form to be filed with the Secretary of State's Office certifying there were no write-in candidates or other applications received for the General Municipal Election to be held Saturday, May 9, 2015 and allows Council to officially cancel the election.

Councilmember Surratt made a motion to accept the Certificate of Unopposed Candidates by the City Secretary as submitted. Councilmember Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

- 7. Discuss, direct, and consider action on Ordinance 15-756 an ordinance of the Town Council of the Town of Pantego, Texas, declaring unopposed candidates in the May 9, 2015 General Election of Town Officers cancelling the election for Councilmember's Place 4, 5 and the Mayor; providing for an effective date.**

Ms. Arrington explained the ordinance officially cancels the Municipal General Election that was called on January 26, 2015 and to be held on Saturday, May 9, 2015.

Councilmember Funderlic made a motion to accept ordinance 15-756 cancelling the May 9th election. Councilmember Barrett seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

RESOLUTION

- 8. Discuss, direct, and consider action on Resolution 15-08 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Le Freak for entertainment at PantegoFest 2015.**

Mr. Fielder informed Council this is the same contract as last years.

Councilmember Surratt made a motion to approve resolution 15-08 authorizing the City Manager to enter into a contract with PWE Productions, LLC. to provide entertainment at PantegoFest 2015. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

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

- 9. Discuss, direct, and consider action on a recommendation of approval by the Planning and Zoning Commission regarding Zoning Case Z-205, a proposed re-plat as requested by Bomac Partners, Ltd. For the property at 2301 West Park Row Drive, Block 1, Lot 4R of the Westbury Square Addition, Pantego, Tarrant County, Texas. The property is generally located on the north side of West Park Row Drive between South Bowen Road and Milby Road.**

Mr. Joyce introduced this item stating Bomac Partners has requested to take control of the remaining area in Westbury Square and re-platting into three different plots; one containing the existing building, one containing a 10,000 square foot Dollar Tree, and one containing future development. There is a Tesco easement in the back of the property Oncor has not released it yet. The release of the easement will be submitted as a different instrument. Council clarified the wording of the Planning and Zoning letter regarding the public hearing comments. Mr. Joyce verified an opportunity to speak at the Planning and Zoning meeting was given but there were no comments from the audience. Council confirmed all of Mrs. Stanton's comments were timely addressed. Mr. Joyce confirmed all comments were addressed by the engineer prior to the second submittal.

Town Council Minutes
March 23, 2015

Councilmember Surratt made a motion to approve zoning case Z-205 as submitted. Councilmember Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

10. Discuss, direct, and consider action regarding the bands and the budget for PantegoFest 2015.

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

11. Discuss accept the 2014 Financial Audit.

Mrs. Carmona introduced this item and stated two representatives from George, Morgan, and Sneed were there to discuss the audit. Daniel Hungerford, with George, Morgan and Sneed, informed Council he met with the Financial Committee to review the 2014 Financial Audit in depth. He presented highlights of the report to Council. He recommended adopting procurement policies Mrs. Carmona has prepared and will present them to Council in the near future. These policies will strengthen the internal controls and the purchasing controls. He confirmed with Council this will help to eliminate many of the holes he found in the purchasing procedures. He explained the Audit report is different than what was received last year. The difference is that Mrs. Carmona prepared an Introduction and Statistical section completing the Comprehensive Annual Financial Report to be submitted to the Government Financial Officers Association (GFOA) for the first time in the history of the Town. These sections have not been audited but were reviewed by the auditor's and verified they match the financial statements. Mrs. Carmona will send this to the GFOA to obtain the Certificate of Achievement for Excellence in Financial Recording on behalf of the Town. He advised Council of some changes for next year that will require the Town to add the TMRS unfunded liabilities to be disclosed in the financials.

Council inquired on the unbilled services in the accounts receivable for the Water Fund. Mr. Hungerford explained this is an estimate of the water billing cycle due between September 15th, the billing date, and September 30th, the end of the fiscal year. Council asked if the increase in the net position was caused by the radio lease. Mr. Hungerford explained the radio lease is housed within the Equipment Replacement Fund and does not have an effect on the net position. Council inquired on the changes in the retirement contribution and if his other municipal clients made similar changes. Mr. Hungerford stated no, most of them stayed at 70%. Mr. Hungerford explained in next year's statements there would be added information outlining the contributions into the combined funds.

Councilmember Adair made a motion to approve the 2014 Financial Audit report as presented. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

13. Discuss, direct, and consider action on a presentation by Collier Consulting regarding Lane well rehabilitation and recommendations for an annual maintenance program for all wells.

Mr. Fielder reminded Council they requested to review the Collier recommendations and to discuss them with Collier Consulting. Mr. Williams introduced Aaron Collier and Matt Van Hatton with Collier Consulting and explained they are here to discuss the Lane well rehabilitation recommendation and potential sustainability for the other wells. Mr. Van Hatton addressed Council and presented a report on the condition of the Lane well.

Council discussed the location of the pump in relations to the location of the screens. He explained there is approximately 60 feet of blank pipe below the screens. The recommendation was to rehabilitate the Lane well during the winter using a mechanical and chemical procedure. The well was not cleaned, nor brushed, when the pump was last pulled, but they believe Watts Drilling did remove some of the sediment. They still recommend the rehabilitation of this well. Council addressed the conflicting information from Watt's Drilling, Alan Plummer, and Collier Consulting and discussed the production rate. There was discussion on the possibility of damaging the motor if the system is pulled for rehabilitation. Colliers explained this is a preventative measure not a reactive measure to the well and production rates reflect reactive issues. If the pump is performing properly the damage to the pump is very minimal. There was discussion on the number of times a well is able to be rehabilitated.

Collier recommended that the Town begin a formal monitoring program explaining the factors involved in the decision to rehabilitate a well; such as the systematic monitor showing the aquifer changes and the wellbore changes. Aquifer changes include the static/pumping water levels and water chemistry. Wellbore changes include the biology, encrustation, age, and maintenance history of the well. Each of these items were discussed and explained in detail. There was discussion on the timeline for the rehabilitation of the lane well.

Council requested to have a future agenda item regarding their proposed well monitoring program.

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

Mr. Fielder presented some scenarios for the repayment of the past fees and explained the fees will not be 100% recovered due to the cost being based on the metered amount coming out of the well; which includes routine maintenance used by the Town. Council determined, based on the average of most water bills, the cost of the bill is expected to increase approximately \$3-\$4 a month. Council discussed including language in the ordinance to force a re-visit of the fee after a set number of years. The intent is to be a pass through fee and not a revenue item. Mr. Jeffrey informed Council they will have to conduct a public hearing and it is best to have a study done since there is a rate increase involved. Council advised the City Manager and Town Attorney to draft an ordinance for Council to approve. Once the wording of the ordinance is acceptable to Council they will conduct the Public Hearing prior to adopting the ordinance to allow the residents an opportunity to review and comment on what is actually being proposed.

Mayor Paradise recessed the meeting to enter into the executive session at 10:31 p.m.
Mayor Paradise reconvened the Council meeting at 11:15 p.m.

SCHEDULED EXECUTIVE SESSION ITEMS

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

3. Pursuant to Government Code Section 551.074, to deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee - Discussion of Board and Commissions appointments

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

Mayor Paradise declared no action was taken on the three Executive Session items listed above.

12. Discuss, direct, and consider action on the 2015 Employee Benefits Committee.

Mr. Fielder explained at the end of May staff will receive the preliminary re-rate from the Texas Municipal League and the Town must commit to this rate by June 30th. The insurance does not go into effect until October 1st. He explained the Employee Benefits Committee has met and created a Request for Proposal. The intent of the committee is to find a benefits consultant to research and find the best insurance coverage and rates for the employees. They will survey the employees for health issues. The Town's contribution will remain the same. Typically the consultant is paid by a commission or a flat rate. The consultant staff selects will be paid on a commission rate if the Town utilizes the plan they offered. There was no action required on this item.

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

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

Council discussed possible dates for an additional zoning ordinance review meeting. A tentative date was set for April 20th. Ms. Arrington will e-mail Council asking each member about their availability for that date.

COUNCIL INQUIRY

None.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 11:23 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Pantego Economic Development Corporation
March 11, 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 7:00 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 11th day of March 2015 with the following members present:

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

Members Absent:

Don Surratt	Director
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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	Economic Development Coordinator
Jane Barrett	Councilmember

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

President Bill Brown called the meeting to order at 7:00 p.m.

INVOCATION

Treasurer Gittiban led the invocation which was followed by the Pledge of Allegiance.

PRESIDENT'S COMMENTS

No comments were given.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

Vice President Lakey informed staff the flags at the park are tethered and worn due to the freezing and unfreezing caused by the latest ice storms.

REGULAR BUSINESS

1. Executive Director Report

Mr. Fielder updated the Board on the Park Row project informing them the advertisement for bids were published in today's newspaper and are due April 1, 2015 with the anticipation of construction beginning May 1, 2015.

Mr. Fielder informed the Board he has received an incentive package for review and anticipates it being on the next agenda. There was clarification the request came from an existing business and would like a grant for signage.

Mr. Fielder notified the Board the re-plat process has begun for Westbury Square and received plans for the emergency center to be located next to Bailey Junior High.

2. Approval of PEDC Minutes

• **February 25, 2015**

Vice President Lakey made a motion to approve the minutes as written. Treasurer Gittiban seconded the motion.

The vote was as follows:

Ayes: 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

• **March 11, 2015**

The Board verified the invoice for NTCAR included the carpet and all additional expenses and Mrs. Mundo confirmed.

Secretary Adair made a motion to approve the Vendor Payment Listing. Vice President Lakey seconded the motion.

The vote was as follows:

Ayes: 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. Discuss, direct, and consider action on an update on the Bicentennial Park Improvements and projects for the 2014-2015 fiscal year.

Mr. Fielder provided an estimate and material list on the construction of the splash pad. The estimate provided for a 700 square foot area with a concrete pad, two base footings, and 12 smaller sprayers. This will create a sprinkler affect for the kids and will use approximately 300-400 gallons of water daily; the estimate contains an underground 1,100 gallon water storage tank for the recirculation system with two chemical tanks at a cost of \$43,856.00. This will allow for

future upgrades and expansions. There was discussion on the targeted age group for the splash pad and keeping animals out. The Board clarified there will be an on/off switch somewhere for residents to activate the splash pad. Mr. Fielder explained it will be set up on a timer.

Mr. Fielder provided a Budget Work Sheet from Child's Play, Inc. that outlined the different materials and the associated costs of those materials for the replacement of the padding at the playground. He explained the differences in the materials and informed the Board the existing padding is the Vitriturf material. The board inquired on the rubber tiles and if Child's play, Inc sold them. They were informed the company does sell the tiles; however, the representative does not recommend the tiles due to the creation of tripping hazards and the cost.

Mr. Fielder recommends the Artificial Grass due to the safety features for the kids, the ease in repair, the additional padding because it will be installed over what is in existence now, and the cost of installation. The inquired on the warranty and was informed there is a 10 year warranty on the product.

Vice President Lakey made a motion to move \$60,000 from the Unidentified Grant line item to the Park Repair line item to ensure available funds for the improvements discussed. Director Springer seconded the motion.

There was discussion by the Board regarding the amount in the motion. Vice President Lakey amended his motion to increase the amount to \$80,000. Director Springer seconded the motion.

The vote was as follows:

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

Nays: None

Abstentions: None

President Brown declared the vote passed unanimously.

5. Discuss, direct, and consider action on the pending Texas Parks and Wildlife grant application and items related to the application.

Mrs. Mundo presented the Board with three budget scenarios. The board discussed removing the basketball court improvements from the grant due to the costs. Mrs. Mundo discussed the point system showing the points the Town would receive with the improvements discussed. Mrs. Mundo informed the Board a letter has been sent to the Cross Timbers Chapter of the Garden Club and other organizations asking for a letter of intent to participate in the project. The more letters received the more points received. There was discussion on the deeds to the property. The Board increased the amount of money for the splash pad on the alternate budget 3 option. Mrs. Arrington will discuss the participation of the Pantego Youth Leadership Council at their next meeting.

6. Discuss, direct, and consider action on the planning of a Spring Marketing Event.

Mrs. Mundo informed the Board if they are interested in conducting a Spring Marketing Event they need to allow themselves two months to get this done, which puts the target date around Memorial Day. She suggested a red, white, and blue celebration with a joint advertising piece. There was discussion of this event being in the middle of the Park Row construction, a full page ad in the Star Telegram newspaper, running an online ad through Mark Joekle, or contacting Google. Mrs. Mundo will contact Google to get pricing for target ads from Google.

PEDC MEMBER INQUIRY

None.

ADJOURNMENT

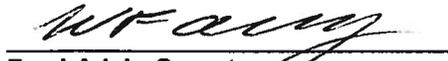
President Brown adjourned the regular session at 8:15 p.m.

APPROVED:



Bill Brown, President

ATTEST:



Fred Adair, Secretary



Pantego Economic Development Corporation
March 25, 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 7:00 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 25th day of March 2015 with the following members present:

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

Members 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	Economic Development Coordinator
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REGULAR SESSION 7:00 P.M.
CALL TO ORDER AND GENERAL COMMENTS

President Bill Brown called the meeting to order at 7:01 p.m.

INVOCATION

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

PRESIDENT'S COMMENTS

President Brown welcomed the audience to tonight's meeting.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

No comments were given.

REGULAR BUSINESS

1. Executive Director Report

Pantego Economic Development Corporation
March 25, 2015

Mr. Fielder informed the Board two statues were vandalized at the Park. He expects to have repair estimates at the next meeting.

2. Approval of PEDC Minutes

- **March 11, 2015**

The declaration of the vote for item number 3 was changed to President Brown. Secretary Adair made a motion to approve the minutes with corrections as discussed. 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.

3. Summary of Revenues and Expenditures

- **March 25, 2015**

There were no finances to approve.

CITIZEN'S OPEN FORUM

None.

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

4. Discuss, direct, and consider action on a budget adjustment in the amount of \$80,000 for improvements to Bicentennial Park.

Mr. Fielder stated this item was a result of some discussion at the last meeting. This item will start the process to approve moving funds and declare a project. Once the board approves this item it will go to Council for approval. Staff will advertise for a public hearing to start the 60 day requirement.

Vice President Lakey made a motion to approve the budget adjustment as written. Director Springer seconded the motion.

The vote was as follows:

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

Nays: None

Abstentions: None

President Brown declared the vote passed unanimously.

5. Discuss, direct, and consider action on setting a date for a public hearing for a project of the Corporation regarding the expenditures of \$80,000 on improvements to Bicentennial Park.

Mr. Fielder informed the Board the state requires a Corporation to declare a project before they are able to spend the funds. There is a publication requirement for a public hearing and that will begin the 60 day waiting period. Once these conditions are met the Board may spend the funds.

Pantego Economic Development Corporation
March 25, 2015

Vice President Lakey made a motion to set the public hearing for the April 8, 2015 PEDC meeting. Director Van Zandt seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

President Brown declared the vote passed unanimously.

6. Discuss, direct, and consider action on the pending Texas Parks & Wildlife grant application and items related to the applications.

Mr. Fielder informed the Board at the last Council meeting the Town Council passed a resolution of support and the application is in the finalization stages. Mrs. Mundo informed the Board she is having difficulty getting responses back from volunteer organizations regarding their letter of support. Several of the Board members stated they would reach out to people within the volunteer organizations to obtain the letters. Mrs. Mundo stated she would get all the deed information she collected from the County Clerk's Office to Ms. Arrington for permanent filing. There was no action on this item.

7. Discuss and review an update on PEDC Loans.

Mr. Fielder informed the board the loan standings report was uploaded onto Dropbox for their review. He explained several of the businesses with loans are past due. There was clarification on the due date of the first of the month. There was no action on this item.

President Brown recessed the meeting to conduct the Executive Session at 7:31 p.m.

President Brown reconvened the meeting from Executive Session at 8:03 p.m.

President Brown declared there was no action on Executive Session item #2.

President Brown called for a motion on executive session item #1. No motion was had. Executive Session item #1 died for a lack of motion.

Vice President Lakey issued a statement he wants to help with signage and make grants for businesses; however, he does not think this sign will bring in new revenue or employment to the city. If it was more of a development or revitalization project he could support it.

SCHEDULES EXECUTIVE SESSION

The PEDC will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session as follows:

- **Pursuant to Government Code Section 551.087 to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. Lakewood Shopping Center**
- **Pursuant to Government Code Section 551.087 to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. Cookie Machine**

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

PEDC MEMBER INQUIRY

None.

ADJOURNMENT

President Brown adjourned the regular session at 8:05 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, authorizing the City Manager to enter into an Engineering Services Contract with Deltatek Engineering for water, wastewater line replacement and bridge rehabilitation associated with the Wagonwheel Trail CIP Project.

Date: April 13, 2015

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

In the interest of delivering the highest standards, staff developed a scope of services and prepared a Request for Qualifications (RFQ) for the Wagonwheel Trail CIP project. Staff reviewed the Statement of Qualifications (SOQ) from the firms that submitted them and chose Deltatek Engineering based on their qualifications and responses to criteria in the RFQ. Staff has subsequently met with Deltatek Engineering to pursue a proposed contract. The proposed Engineering Services Contract with Deltatek Engineering would provide funding for the survey services, design phase, bidding phase and construction phase of the Wagonwheel Trail water, wastewater line replacement and bridge rehabilitation. The contract specifies that the \$39,450 is inclusive for the provision of all engineering services associated with the project and is not to exceed \$39,450.

FISCAL IMPACT:

\$39,450

RECOMMENDATION:

Approval of the Engineering Services Contract with Deltatek

ATTACHMENTS:

Resolution 15-09
Minutes Deltatek Contract Proposal
Proposed Engineering Services Contract
Scope of Service and Opinion of Probable Cost

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

RESOLUTION NO. 15-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DELTATEK ENGINEERING FOR BASIC ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE WAGON WHEEL TRAIL BRIDGE REPAIRS, WATER, AND WASTEWATER LINE REPLACEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Government Code, Chapter 2254, authorizes the procurement of engineering services; and

WHEREAS, the Texas Government Code, §2554.004 provides that a local government may contract with an engineer for procurement of services after first selecting the most highly qualified provider of those services based on demonstrated competence and qualifications and to negotiate a contract at a fair and reasonable price; and

WHEREAS, Deltatek Engineering and the Town of Pantego mutually desire to be subject to the provisions of Texas Government Code, Chapter 2254 and mutually agreed on the terms of the contract.

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

Section 1: The Town Council hereby authorizes the City Manager to enter into a contract with Deltatek Engineering (Engineer) for the basic engineering services associated with the construction of the Wagon Wheel Trail Bridge, Water, and Wastewater Line Replacement Project. (Exhibit A)

Section 2: The Town of Pantego agrees to compensate Engineer for services outlined in a monthly statement and other documents submitted for payment, no interest shall be due on late payments, as summarized in Exhibit A.

Section 3: This agreement may be terminated upon 30 days' written notice by either party as outlined in Exhibit A.

Section 4: This resolution is effective immediately upon passage.

PASSED AND APPROVED this the 13th day of April 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney



**MINUTES
WAGONWHEEL WATER & SEWER
REPLACEMENT & BRIDGE REPAIR
KICKOFF MEETING
Town of Pantego, Texas
Wednesday, March 18, 2015 @ 10:00 AM**



I. INTRODUCTIONS: 10:00 am

- A. **OWNER:** Town of Pantego
Scott Williams
Director of Public Works
1614 S. Bowen Road
Pantego, TX 76013
(817) 617-3720 Direct
(817) 617-3726 Fax
- B. **ENGINEER:** Deltatek Engineering
2211 Texas Drive
Irving, Texas 75062
Phone: 972-255-9500
Fax: 972-255-7500
Contacts: Bahram Niknam, P.E. (cell #214-232-5040)
John Fields (cell #214-770-7647)
Joe Ezzell, P.E. (cell #972-768-0781)
Joel Daugherty (cell # 972-358-8620)

II. GENERAL DISCUSSION

- A. Wagonwheel Waterline
1. 1463 lf 6” pipe existing: **Upsize and replace with 8”**
2. Valves: **Town to verify existing valves will isolate line. New “tee with three (3) valves to be installed at each end**
3. Fire Hydrants: **500’ between hydrants**
- B. Wagonwheel Sewer Line
1. 1177 lf 6” main with connections & MH: **Upsize during replacement to 8”**
2. Method of Replace/Repair: **Open cut most cost effective**
- C. Wagonwheel Bridge
1. Concrete Repairs: **Deltatek to evaluate**
2. Settling and Washout behind walls
- D. Scope of Services & OPC: **Deltatek goal to deliver early next week**
- E. Engineering Services Agreement: **Deltatek will draft for review next week**

III. DESIGN ISSUES

- A. Location in Neighborhood
 - 1. Working Hours
 - 2. Public Notification
 - 3. Access, Safety & Security for Residents
 - 4. Existing Utilities
- B. Staging Area
 - 1. Equipment
 - 2. Employee Parking

IV. SCHEDULE

- 1. Scope & OPC: **Week of March 23rd**
- 2. Engineering Agreement: **Draft for review week of March 23rd**
- 3. Council Award: **April 13th**
- 4. Preliminary Plans
- 5. Final Plans
- 6. Advertise and Award Construction: **Complete construction before school start next year to minimize impact on bus service**

VI OTHER BUSINESS

- 1. **County to relay road following completion of construction contract**
- 2. **City has QA primary agent on staff**
- 3. **Deltatek to be prepared to attend Council Meeting for Engineering Contract award**
- 4. **Deltatek Contract will be written as lump sum and will not contain clauses for contingency and/or markup items**

VII ADJOURN 10:45 am

3. ENGINEER'S SERVICES

The Engineer agrees to render services necessary for the development of the Project as outlined in the attached Opinion of Probable Cost.

- A. Survey Services shall include field survey to produce a base map topography from right-of-way to right-of-way for approximately 1177 feet for the sewer line and 1463 feet for the waterline. Survey also includes the bridge topography.
- B. Design Phase Services shall include field visit to prepare Scope & OPC, review of survey notes, field visit to confirm preliminary design is consistent with site conditions, production of preliminary plans and specifications, plan review with Owner, and production of final bidding documents.
- C. Bidding Phase Services shall include preparation of advertisement, notification of potential bidders, and attendance of Pre-Bid Meeting, if required, answer questions and issue Addenda, if required, review and tabulate bids and make recommendation for award.
- D. Construction Phase Services shall include attendance at Pre-Construction Meeting, Submittal review, site visits as requested by Owner or as appropriate by project status, issue Field Orders and Change Orders as required, attend Final Walk Through, Issue Final Punchlist, and conform as-built plans.

4. PAYMENT FOR SERVICES

- A. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. Town shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- B. Payments for expenses, costs, and services, during Survey described in Article 3, shall not exceed \$5,000.00.
- C. Payments for expenses, costs, and services, during design phase, described in Article 3, shall not exceed \$27,700.00.
- D. Payments for expenses, costs, and services, during bidding phase, described in Article 3, shall not exceed \$2,500.00.
- E. Payments for expenses, costs, and services, during construction phase, described in Article 3, shall not exceed \$4,250.00.
- F. Total payments for expenses, costs, and services shall not exceed \$39,450.00.

- G. Nothing contained in this article shall require Town to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. Town shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which Town may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of Town and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all documents and items for its files. A set of electronic reproducible plans shall be filed with the Town prior to final payment. Engineer shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone subsequent to the completion of the Project.

Town shall require that any such change or other use shall be sealed by the Engineer making that change or use and shall be appropriately marked to reflect what was changed or modified.

6. SERVICES BY TOWN

Town shall provide the following services under this Contract:

- A. Provide available criteria and information to the Engineer as City's requirements for the Project.
- B. Provide sample drawings to use as guidelines.
- C. Provide all available Town of Pantego drawings, maps, and notes relating to existing public facilities within the limits of the Project.
- D. Town will provide primary Construction Quality Assurance Agent.

7. COMPLETION SCHEDULE

The services furnished by the Engineer under this Contract will be completed in accordance with the following:

Survey	3 weeks
Design	3 weeks
Advertise	3 weeks
Award	3 weeks
Construction	10 weeks
Total	22 weeks

For the purposes of this Contract, a month is defined as thirty (30) calendar days and a week as seven (7) calendar days. If any of the following submissions fall on a Town non-working day, then the submission shall be due the following Town working day.

8. NOTICE TO PROCEED

Town shall have complete control of the services to be rendered and no work shall be done under this Contract until the Engineer is instructed in writing to proceed.

9. TERMINATION OF CONTRACT

Town may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty (30) days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty (30) day period, Engineer shall invoice the Town for all work accomplished by him prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, and other data related to the Project shall become property of Town upon termination of the Contract and shall be promptly delivered to Town in a reasonably organized form without restriction on future use except as stated in Article 5. Should Town subsequently contract with a new consultant for continuation of services on the Project, Engineer shall cooperate in providing information.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by Town shall not constitute nor be deemed a release of the responsibility and liability of the Engineer, its employees, associates, agents, and consultants for the accuracy and competency of their designs or other work; nor shall approval be deemed to be an assumption of such responsibility by Town for any errors or omissions in the design or other work prepared by the Engineer, its employees, subcontractor, agents and consultants.

11. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. The Engineer shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, or place of birth.

- B. If the Engineer fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the Town at its option may do either or both of the following:
 - 1) Cancel, terminate, or suspend the contract in whole or in part;

 - 2) Declare the Engineer ineligible for further Town Contracts until he is determined to be in compliance.

12. AMENDMENTS

This Contract may be amended or supplemented in any particular only by written instrument and only as approved by resolution of Town Council or the City Manager, except for termination under Section 9, Termination of Contract, which may be accomplished by the Director of Public Works or his designated representative as identified in Section 9, Termination of Contract.

13. COMPLIANCE WITH LAWS, CHARTERS, AND ORDINANCES, ETC.

The Engineer, his consultants, agents and employees, and subcontractors shall comply with applicable Federal and State Laws, the Charter and Ordinances of the Town of Pantego, and with applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies existing and published before date of this agreement.

14. RIGHT OF REVIEW

Engineer agrees that Town may review any and all of the work performed by Engineer under this Contract. Town hereby granted the right to audit at Town's election, all of the Engineer's records and billings related to the performance of this contract. Engineer agrees to retain such records for a minimum of three (3) years following completion of this contract.

15. CONFLICT OF INTEREST

No officer or employee shall have any financial interest, direct or indirect, in any contract with the Town or be financially interested, directly, in the sale to the Town of any land, materials, supplies, or services, except on behalf of the Town as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the Town shall render the Contract involved voidable by the Town Manager or the Town Council.

16. CONTRACT PERSONAL

This Contract is for personal and professional services; and the Engineer shall not assign this Contract, in whole or in part, without the prior written consent of the City.

17. NOTICES

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing the same in the United States Mail at the address shown below unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated after five days.

If intended for Pantego, to:

Matthew Fielder
Contact Person

City Manager
Title

Town of Pantego
1614 S. Bowen Road
Pantego, Texas 76013
(817) 617-3720

If intended for Engineer, to:

Bahram Niknam, P.E.
Contact Person

Principal in Charge
Title

Deltatek Engineering
Firm Name

2211 Texas Drive
Address

Irving, Texas 75062
City, State, Zip Code

972-255-9500
Telephone No.

18. INDEPENDENT CONTRACTOR

In performing services under this Contract, Engineer is performing services of the type performed prior to this contract; and Engineer by the execution of this contract does not change the independent status of the Engineer. No term, or provision hereof, or act of Engineer in the performance of this Contract shall be construed as making Engineer the agent, servant, or employee of Pantego.

19. INDEMNITY

Engineer agrees to defend, indemnify, and hold Town whole and harmless against claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, error or omission of Engineer, or any agent, servant, or employee of Engineer in the execution or performance of this Contract, without regard to whether such persons are under the direction of Town agents or employees.

This provision shall not be deemed to apply to liability for damage that is caused by or results from the negligence of the Town of Pantego or its employees or other agents.

20. INSURANCE

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Engineer also agrees to maintain professional liability insurance and commercial general liability coverage in the amounts listed below:

Professional Liability Insurance - \$1 Million per claim/aggregate
Commercial General Liability Insurance - \$1 Million per claim/aggregate

21. VENUE

The obligations of the parties to this Contract are performable in Tarrant County, Texas; and if legal action is necessary to enforce it, exclusive venue shall lie in Tarrant County, Texas.

22. APPLICABLE LAWS

This Contract is made subject to the provisions of the Pantego Code, other Town Ordinances, Standards, Pantego Specifications for materials and construction, as amended, and all State and Federal Laws.

23. GOVERNING LAWS

This contract shall be governed by and construed in accordance with the laws and decisions of the State of Texas.

24. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof; and this Contract shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Contract.

25. PUBLISHED MATERIAL

Engineer agrees that the Town shall review and approve any written material about Town projects and/or activities prior to being published by the Engineer.

26. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter any substance of the terms and conditions of this Contract.

27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

28. ENTIRE AGREEMENT

This Contract (page 1 thru 9, Scope of Services and Opinion of Probable Cost embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the _____ day of _____, 2015.

Deltatek Engineering

TOWN OF PANTEGO

Firm Name

Bahram Miknam

Signature

City Manager

Principal in Charge

Title

Director of Public Works

2211 Texas Drive

Address

APPROVED AS TO FORM

Irving, Texas 75062

City, State, Zip Code

City Attorney



April 6, 2015

Mr. Scott Williams
Town of Pantego
Director of Public Works
1614 S. Bowen Road
Pantego, TX 76013

Reference: Scope of Services and Cost Proposal
Wagonwheel Trail Bridge Repair and
Water and Sewer Main Replacements
Town of Pantego, Texas

Dear Mr. Williams:

In response to your request, Deltatek Engineering has prepared the following scope of services and costs associated with this task.

Scope of Services

Design Phase Services

Prepare plans and specifications for repairs to the Wagonwheel Trail Bridge, replacement of approximately 1436 linear feet of existing 6" water main with new 8" C 900 water pipe, and approximately 1177 linear feet of 6" sewer line with 8" SDR 26 sewer pipe. Water line work to include installation of two (2) "tees three (3) new fire hydrants, fifteen (15) 6", 8", or 10" gate valves, twenty seven (27) 1" service connections, paving repairs. Sewer line replacements shall include installation of two (2) new manholes, two (2) access chambers, (27) service connections, and paving repairs. Bridge repairs shall include removal and replacement of sidewalk, curb and gutter and sections of the concrete rip-rap. Repair to wing walls spalled concrete, and the installation of an aerial crossing for an 8" waterline.

Construction Phase Services

Deltatek Engineering will perform construction phase services consisting of attendance at pre-bid and pre-construction conferences and compile and distribute the meeting minutes. Additionally, Deltatek will process contract submittals, and perform periodic site visits as requested and appropriate with the stage of construction. City staff will provide primary QA observation during the construction.

Construction Schedule

Survey	3 weeks
Design:	3 weeks
Advertise:	3 weeks
Award:	3 weeks
<u>Construction:</u>	<u>10 weeks</u>
Total:	22 weeks

2211 Texas Drive, Irving, Texas 75062
Firm Registration No. F-4419
972-255-9500 Fax 972-255-7500
Email: bn@deltatekeng.com

Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	MISCELLANEOUS				
1	Mobilization/Bonds	1	LS	\$8,500.00	\$8,500.00
2	SWPPP	1	LS	\$3,100.00	\$3,100.00
3	Traffic Control	1	LS	\$1,500.00	\$1,500.00
4	Furnish and Install Concrete Paving Trench Temporary Repair	1200	SY	\$27.00	\$32,400.00
	Sub Total Miscellaneous				\$45,500.00
	WATER LINE				
5	Furnish and Install 8" C900 DR18 Water Line	1450	LF	\$38.00	\$55,100.00
6	Furnish and Install Standard Fire Hydrant Assembly	3	EA	\$4,500.00	\$13,500.00
7	10" X 8" Water Main Connection	1	EA	\$800.00	\$800.00
8	8" X 6" Water Main Connection	1	EA	\$750.00	\$750.00
9	1" Water Service to Reconnect to Existing Services at Property Line	27	EA	\$650.00	\$17,550.00
10	Furnish and Install 6" Gate Valve	5	EA	\$1,250.00	\$6,250.00
11	Furnish and Install 8" Gate Valve	8	EA	\$1,560.00	\$12,480.00
12	Furnish and Install 10" Gate Valve	4	EA	\$2,120.00	\$8,480.00
13	Furnish and Install Ductile Iron Fittings	1	TON	\$7,100.00	\$7,100.00
	Sub Total Water Line				\$122,010.00
	SEWER LINE				
14	Furnish and Install 8" SDR 26 Sewer Line	1200	LF	\$36.00	\$43,200.00
15	Furnish and Install 5' Diameter Manholes	2	EA	\$5,750.00	\$11,500.00
16	Furnish and Install Access Chambers	2	EA	\$1,580.00	\$3,160.00
17	Replace Service Connections with One Way Cleanout @ Property Line	27	EA	\$1,500.00	\$40,500.00
	Sub Total Sewer Line				\$98,360.00

BRIDGE REPAIR & WATERLINE AERIAL CROSSING					
18	Remove & Replace Unsound Concrete From Upstream Approach (Rip-Rap)	400	SF	\$55.50	\$22,200.00
19	Repair spalled concrete in concrete culvert	200	SF	\$8.00	\$1,600.00
20	Backfill and Compact new fill material	60	CY	\$52.00	\$3,120.00
21	Remove and Replace Asphalt Paving (Temporary)	1200	SY	\$27.00	\$32,400.00
22	Remove and Replace Concrete Curb & Gutter and 4" Sidewalks, Compact Subbase	300	LF	\$55.00	\$16,500.00
23	Furnish and Install new 8' Storm Sewer Inlets	2	EA	\$2,750.00	\$5,500.00
24	Repair/Replace Manhole	1	EA	\$5,750.00	\$5,750.00
25	Plug Existing 6" Water Main	2	EA	\$175.00	\$350.00
26	Furnish and Install 12" Steel Casing Pipe	35	LF	\$55.00	\$1,925.00
27	Furnish and Install 8" C900 DR18 Water Line	100	LF	\$28.00	\$2,800.00
28	Furnish and Install 18" Piers with Caps	3	EA	\$4,500.00	\$13,500.00
29	Furnish and Install 8" Gate Valve	2	EA	\$1,560.00	\$3,120.00
30	8" Water Main Connection Includes Thrust Block	2	EA	\$1,000.00	\$2,000.00
Sub Total Bridge Repair & Aerial Crossing					\$103,665.00
Total Construction					\$369,535.00

Project Cost Summary

Design Phase:	\$ 27,700.00
Survey:	\$ 5,000.00
Bid Phase:	\$ 2,500.00
Construction Phase	\$ 4,250.00
Engineering & Survey Services Subtotal	\$ 39,450.00

Construction: \$369,535.00

Total Budget: **\$408,985.00**

Difference

Should you have any questions, please call me at 972-255-9500 or 214-232-5040.

Sincerely,
DELTATEK ENGINEERING


Bahram Niknam, P.E.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider actions on a Resolution of the Town Council of the Town of Pantego, authorizing the City Manager to award a bid for construction and to enter into a contract for construction for the Park Row water line replacement.

Date: April 13, 2015

PRESENTER:

Matt Fielder, City Manager
Scott Williams, Public Works Director

BACKGROUND:

The Town of Pantego is moving forward with construction of the waterline replacement project along Park Row. Staff posted the Park Row Waterline Replacement Project for bid and provided a competitive bid and selection method. On April 1, 2015 at 2:00 pm the sealed bids were opened, publicly read and recorded. As specified by contract, Alan Plummer Associates, Inc. (APAI) audited the bids for accuracy, required bonds and insurance certificates. On April 6, 2015, APAI presented the bid tabulations in a letter recommending awarding a construction contract to SYB Construction Company Inc. for the Park Row Waterline Replacement Project in the amount of \$658,508.50.

FISCAL IMPACT:

\$658,508.50

RECOMMENDATION:

Approval of the award for the bid for construction and contract for construction with SYB Construction Co.

ATTACHMENTS:

Resolution 15-10
APAI Award Recommendation Letter
Bid Tabulation
Specifications and Bid Documents (In Dropbox)

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

RESOLUTION NO. 15-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR CONSTRUCTION, TO NEGOTIATE, AND TO ENTER INTO A CONTRACT WITH THE BID RECIPIENT FOR THE PARK ROW WATERLINE PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Government Code, Chapter 2269, authorizes the procurement of other Contracting and Delivery Procedures for Construction Projects; and

WHEREAS, the Town, as required by Chapter 2269.052 of the Texas Government Code, has duly published the necessary Notice Requirements in the Fort Worth Commercial Recorder, the official newspaper for the Town of Pantego, on March 16, 2015; and

WHEREAS, the Town certifies all required Competitive Bidding and Selection Methods in accordance with Texas Government Code §2269 have been met; and

WHEREAS, the Town Council has determined it is in the best interest of the Town to enter into a contract with the selected bid recipient for the Park Row Waterline Project.

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

Section 1: The Town Council hereby authorizes the City Manager to award a bid, negotiate, and enter into a contract with the selected bid recipient for the Park Row Waterline project.

Section 2: The Town Council will select the bid recipient from the list of approved bidders provided by Alan Plummer Associates, Inc. (Exhibit I)

Section 3: This resolution is effective immediately upon passage.

PASSED AND APPROVED this the 13th day of April 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney

1329-004-01

April 6, 2015

Scott Williams
Public Works Director
Town of Pantego
1614 S. Bowen Road
Pantego, Texas, 76013

Re: Town of Pantego
Waterline Replacement along Park Row
Recommendation of Award of Construction Contract Draft

Dear Mr. Williams:

On Wednesday, April 1, 2015, four bids from general contractors were received, opened, and publicly read at the Pantego Town Hall, Pantego, Texas, for the above-referenced project. The bids were as follows:

	Contractor	Base Bid
1	SYB Construction Company Inc	\$658,508.50
2	Kodiak Trenching and Boring LLC.	\$758,070.00
3	Atkins Brothers Equipment Company Inc.	\$1,030,520.00
4	Gra-Tex Utilities, Inc.	\$1,050,125.00

SYB Construction Company Inc. was the apparent low bidder. SYB Construction Company Inc. has constructed numerous similar pipeline projects in the DFW area and has performed well. We recommend award of the construction contract to SYB Construction Company Inc., of Irving Texas, in the amount of \$ 658,508,50. We were able to contact several references provided by the Contractor. We have attached the project's bid tabulations.

We look forward to working with you during construction of this project. Please call me if you have any questions.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.

Brian Wright, P.E.
Senior Project Manager
Texas PE No. 100907



Town of Pantego
Park Row Drive Waterline Replacement
Bid Opening
April 1, 2015

2:00 PM
Town Hall

SYB Construction

Kodiak Trenching and Boring

Atkins Brothers Equipment

Gra-Tex Utilities

Bid Item	Description	Quantity	Unit	SYB Construction		Kodiak Trenching and Boring		Atkins Brothers Equipment		Gra-Tex Utilities	
				Unit Price (\$)	Extended Amount (\$)	Unit Price (\$)	Extended Amount (\$)	Unit Price (\$)	Extended Amount (\$)	Unit Price (\$)	Extended Amount (\$)
1	Mobilization	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 34,000.00	\$ 34,000.00	\$ 45,000.00	\$ 45,000.00	\$ 16,000.00	\$ 16,000.00
2	Bonds and Insurance	1	LS	\$ 11,500.00	\$ 11,500.00	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
3	Traffic Control Plan	1	LS	\$ 13,225.00	\$ 13,225.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	SWPPP	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 2,000.00	\$ 2,000.00
5	Temporary Water lines	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
6	Connections and Fittings	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
7	Trench Safety Plan	2,670	LF	\$ 1.00	\$ 2,670.00	\$ 1.00	\$ 2,670.00	\$ 5.00	\$ 13,350.00	\$ 1.00	\$ 2,670.00
8	Concrete Pavement Repair	2,585	LF	\$ 48.10	\$ 124,338.50	\$ 70.00	\$ 180,950.00	\$ 75.00	\$ 193,875.00	\$ 70.00	\$ 180,950.00
9	10-inch C-900 PVC	2,500	LF	\$ 72.00	\$ 180,000.00	\$ 70.00	\$ 175,000.00	\$ 110.00	\$ 275,000.00	\$ 171.00	\$ 427,500.00
10	18-inch Steel Casing	70	LF	\$ 258.00	\$ 18,060.00	\$ 600.00	\$ 42,000.00	\$ 500.00	\$ 35,000.00	\$ 600.00	\$ 42,000.00
11	6-inch C-900 PVC	280	LF	\$ 68.00	\$ 19,040.00	\$ 50.00	\$ 14,000.00	\$ 60.00	\$ 16,800.00	\$ 90.00	\$ 25,200.00
12	12-inch Steel Casing	20	LF	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 150.00	\$ 3,000.00	\$ 290.00	\$ 5,800.00
13	Concrete Panels at Park Row	250	SY	\$ 81.00	\$ 20,250.00	\$ 70.00	\$ 17,500.00	\$ 150.00	\$ 37,500.00	\$ 150.00	\$ 37,500.00
14	SUE	21	EA	\$ 125.00	\$ 2,625.00	\$ 1,500.00	\$ 31,500.00	\$ 1,500.00	\$ 31,500.00	\$ 300.00	\$ 6,300.00
15	Pipe Collar	4	EA	\$ 800.00	\$ 3,200.00	\$ 200.00	\$ 800.00	\$ 5,000.00	\$ 20,000.00	\$ 900.00	\$ 3,600.00
16	1" water meters	11	EA	\$ 1,150.00	\$ 12,650.00	\$ 1,400.00	\$ 15,400.00	\$ 5,000.00	\$ 55,000.00	\$ 2,000.00	\$ 22,000.00
17	1.5" water meters	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
18	2" water meters	2	EA	\$ 2,950.00	\$ 5,900.00	\$ 6,000.00	\$ 12,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00
19	Fire Hydrants	6	EA	\$ 3,100.00	\$ 18,600.00	\$ 3,000.00	\$ 18,000.00	\$ 4,000.00	\$ 24,000.00	\$ 3,000.00	\$ 18,000.00
20	6" Gate Valves	17	EA	\$ 900.00	\$ 15,300.00	\$ 1,000.00	\$ 17,000.00	\$ 1,200.00	\$ 20,400.00	\$ 1,200.00	\$ 20,400.00
21	10" Gate Valves	9	EA	\$ 1,950.00	\$ 17,550.00	\$ 3,000.00	\$ 27,000.00	\$ 3,800.00	\$ 34,200.00	\$ 3,100.00	\$ 27,900.00
22	1" air/vacuum release vales	2	EA	\$ 5,400.00	\$ 10,800.00	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00	\$ 3,900.00	\$ 7,800.00
23	Contingency for 2" meters	2	EA	\$ 2,950.00	\$ 5,900.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00
24	Contingency for fittings	1	TN	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
25	Contingency for flowable fill	50	CY	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 200.00	\$ 10,000.00	\$ 300.00	\$ 15,000.00
26	Contingency for crushed stone	100	CY	\$ 30.00	\$ 3,000.00	\$ 50.00	\$ 5,000.00	\$ 25.00	\$ 2,500.00	\$ 5.00	\$ 500.00
27	Contingency for select fill	50	CY	\$ 12.00	\$ 600.00	\$ 30.00	\$ 1,500.00	\$ 150.00	\$ 7,500.00	\$ 21.00	\$ 1,050.00
28	Contingency for 3000 psi concrete	100	CY	\$ 110.00	\$ 11,000.00	\$ 150.00	\$ 15,000.00	\$ 175.00	\$ 17,500.00	\$ 70.00	\$ 7,000.00
29	Contingency for 4500 psi concrete curb and gutter	50	LF	\$ 45.00	\$ 2,250.00	\$ 30.00	\$ 1,500.00	\$ 200.00	\$ 10,000.00	\$ 60.00	\$ 3,000.00
30	Contingency for 3000 psi concrete for mow strip, pads, sidewalk	50	SF	\$ 6.00	\$ 300.00	\$ 15.00	\$ 750.00	\$ 30.00	\$ 1,500.00	\$ 7.00	\$ 350.00
31	Contingency for Lump Sum	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Totals					\$ 658,508.50		\$ 758,070.00		\$ 1,050,125.00		\$ 1,030,520.00



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider approval of a purchase order for geotechnical services and a geotechnical firm that provides materials testing associated with the construction projects at Park Row and Wagonwheel Trail.

Date: April 13, 2015

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

As the Town moves forward with capital projects, materials' testing is a critical function when the scope of the projects involves subsurface utility work. Materials' testing in the construction phase provides valuable feedback and certified documentation for the Town, ensuring that the contractor is meeting specifications for soil compaction, pavement and concrete strength. In an effort to reduce additional expenses (multipliers) that are typically added by contractors for services, such as materials' testing, staff seeks approval from Council to establish an account with Terracon Consulting, Inc. An established account would permit staff (construction inspector) to direct the services with Terracon as necessary within the scope of a project. Staff additionally seeks approval from Council for a purchase order in the amount of \$10,000 that would provide the funding for the materials' testing during the Park Row Waterline Replacement Project and the Wagonwheel Trail water, wastewater line replacement and bridge rehabilitation.

FISCAL IMPACT:

\$10,000

RECOMMENDATION:

Approval of a purchase order and establish an account with Terracon Consultants, Inc.

ATTACHMENTS:

Resolutions 15-11
Terracon Account/Fees Document

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

RESOLUTION NO. 15-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO ESTABLISH AN ACCOUNT WITH TERRACON AND APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$10,000 FOR ANTICIPATED COSTS FOR MATERIAL TESTING ASSOCIATED WITH THE CONSTRUCTION OF THE WAGON WHEEL TRAIL AND PARK ROW DRIVE PROJECTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Government Code, Chapter 2269, authorizes the procurement of other professional services; and

WHEREAS, the Texas Government Code, §2269.058 provides that a local government may contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the governmental entity; and

WHEREAS, the Town of Pantego has selected the services for construction materials engineering, testing, and inspection services and the verification services in accordance with Government Code §2254.004; and

WHEREAS, Terracon and the Town of Pantego mutually desire to be subject to the provisions of Texas Government Code, Chapter 2269 and mutually agreed on the terms of the contract.

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

Section 1: The Town Council hereby authorizes the City Manager to establish an account with Terracon for the basic earthwork and concrete testing associated with the construction of the Wagon Wheel Trail and Park Row Drive construction projects. (Exhibit I)

Section 2: The Town of Pantego agrees to compensate Terracon for services billed on a time and material rate shown in Exhibit A – 2015 Schedule of Services and Fees. The overtime premium of 1.5 times the hourly rate will apply for services as outlined in Exhibit I.

Section 3: The Town authorizes payment of the associated Purchase Order (Exhibit II) and all other purchase orders to Terracon associated with these projects after completion of normal purchase order procedures with Town.

Section 4: This resolution is effective immediately upon passage.

PASSED AND APPROVED this the 13th day of April 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney



March 27, 2015

Town of Pantego
1614 South Bowen
Pantego, Texas 76013

Attention: Mr. Junior Marquez
P: [817] 617-3709
E: jmarquez@townofpantego.com

Re: Proposal for Construction Materials Engineering and Testing Services
Pantego, Texas
Proposal No. P95150234

Dear Mr. Marquez,

We appreciate the opportunity to submit our proposal to provide construction engineering and testing services for the referenced project.

A. PROJECT INFORMATION

We understand our services will be required for earthwork and concrete testing on various project in the Town of Pantego.

B. SCOPE OF SERVICES

Based on our understanding of the project, we propose to provide the following scope of testing and observation services.

Earthwork related services could include:

- Performing laboratory moisture-density relationship, grain size analysis and Atterberg Limits on existing subgrade soils and backfill; and
- Performing in-place moisture and density testing on existing subgrade soils and backfill on the utility and paving areas to determine the moisture content and percent compaction of the soil material.

Concrete related services:

- Field sampling and testing of concrete for slump, air content and temperature;
- Sets of 5 cylinders will be casted for every 100 cubic yards poured or daily;
- Transporting, curing and testing concrete cylinders at the testing frequency specified.

Terracon Consultants, Inc. 2501 E. Loop 820 N Fort Worth, TX
P [817] 268 8600 F [817] 268 8602 terracon.com

Additional services / Exclusions:

- If you would like us to perform any additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplement Proposal, that outlines the additional work to be performed and associated fees.

C. COMPENSATION

Observation and material testing services provided will be billed at the rates shown on the attached **Exhibit A – 2015 Schedule of Services and Fees**. All services will be billed at the time-and-materials rates shown on the **Exhibit A – 2015 Schedule of Services and Fees**. Please note that this is only a schedule of services and fees and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 5:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays. Technician and consulting services will be billed at a four hour minimum. The quantity of the work performed and factors beyond our control, such as weather and the contractor's schedule/efficiency, will affect the actual cost for our services. You will be invoiced at regular intervals but not less than monthly for services performed. Invoices for our services will be directed to the addressee of this letter unless we are directed otherwise. Payment is due within thirty (30) days following receipt of an invoice.

All services must be scheduled through our dispatch office (817-268-8600) at least 24 hours in advance. Cancellations shall also be through our dispatcher prior to 4:30 pm the day prior. Our dispatch office is available between the hours of 7:30 am - 4:30 pm, M-F. After hours calls are handled by our voice mail system. It is recommended that you schedule services through our dispatch office during our regular working hours noted above. Voice mail is checked the following morning. Same day call-ins or after hour voice mail call-ins for work the following day are subject to the availability of personnel. We cannot guarantee service for same day call-ins.

D. SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for

Proposal for Construction Materials Engineering Services

Various Projects ■ Pantego, Texas

March 27, 2015 ■ Terracon Proposal No. P95150234



any third parties, including Client's contractors, subcontractors, or other parties present at the site.

E. TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observation only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

F. AUTHORIZATION

This proposal may be accepted by furnishing a signed copy of the Agreement for Services (Exhibit B) along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to be part of your team on this project. Please contact us if you have questions or comments regarding this proposal.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Eric J. Cleveland". The signature is stylized and overlaps the printed name below it.

Eric J. Cleveland, P.E.

Principal/CMT Department Manager

Attachments: Exhibit A – 2015 Schedule of Services and Fees
Exhibit B – Agreement for Services

EXHIBIT "A" FEE SCHEDULE
2015
PROPOSAL P95150234

CONSTRUCTION MATERIALS TESTING SERVICES

PERSONNEL CLASSIFICATION

Principal Engineer, per hour	\$145.00
Project Engineer/ Manager, report review and supervision, per hour.....	120.00
Senior Engineering Technician, Density, Post Tension and Rebar, per hour	50.00
Engineering Technician, Concrete, per hour.....	48.00
Drafter, per hour.....	50.00
Certified Welding Inspector, per hour.....	90.00
Clerical, per hour	55.00
Vehicle Charge, per trip	45.00

FOUNDATIONS, SOIL & BASE MATERIALS SERVICES

Field Services

Nuclear Gauge (not including technician time), per day	\$60.00
--	---------

Laboratory Testing

Optimum Moisture/Density Relationship:

Standard (ASTM D698), each	\$175.00
Modified (ASTM D1557), each.....	225.00
THD 113E, each.....	290.00

CONSTRUCTION MATERIALS TESTING SERVICES

Atterberg Limits, each.....	75.00
Sieve Analysis of Aggregate, each.....	85.00
Material Finer than #200 Sieve, each.....	35.00
Lime Determination, 5 points, each (PI & pH).....	275.00

CONCRETE & RELATED SERVICES

Concrete Laboratory Services

Compressive Strength Cylinders, each	\$17.00
Compressive Strength Cylinders (made by others), each	27.00

Related Concrete Services

Windsor Probe, Technician time, (min. 4 hours), per hour	\$50.00
Supplies, per set of 3	100.00
Reinforcing/Post-Tension Steel Location, (min. 4 hours), per hour	60.00
Pachometer Equipment Charge, per day	50.00
Hilti Ferroskan (includes equipment and technician, min. 4 hours, per hour	150.00
Coring Services, quoted on per job basis on request.....	

CONSTRUCTION MATERIALS TESTING SERVICES

REMARKS

Charges for services not listed can be quoted on request.

A four (4) hour minimum technician charge per trip is applicable for all services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor charges include travel time and are billed on a portal to portal basis from our office to the job site and back to our office.

Overtime rates, at 1.50 times the normal rate, will be applied for all hours worked in excess of eight (8) per day, all hours prior to 07:00 AM and after 05:00 PM Monday through Friday, and all hours worked on Saturday. Sundays and Holidays will be charged at 1.50 times the quoted normal hourly rates.

Rush testing and inspections will be subject to a surcharge (to be negotiated).

Engineering consultation and evaluation in connection with any laboratory testing or field inspection services will be charged at the appropriate rate. Project management time will be charged for report review and other management duties associated with the project.

Special supplies, all rental equipment, and outside services not identified in the fee schedule will be billed at cost plus 15% for handling.

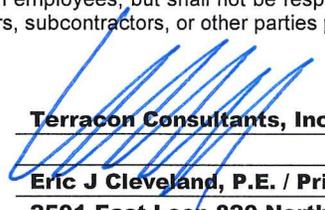
AGREEMENT FOR SERVICES

This **AGREEMENT** is between Town of Pantego ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Materials Testing Various Projects project ("Project"), as described in the Project Information section of Consultant's Proposal dated 03/26/2015 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **3/27/2015**
Name/Title: **Eric J Cleveland, P.E. / Principal**
Address: **2501 East Loop 820 North**
Fort Worth, TX 76118
Phone: **(817) 268-8600** Fax: **(817) 268-8602**
Email: **ejcleveland@terracon.com**

Client: **Town of Pantego**
By: _____ Date: _____
Name/Title: **Junior Marquez /**
Address: **1614 South Bowen**
Pantego, TX 76013
Phone: **(817) 617-3709** Fax: _____
Email: **jmarquez@townofpantego.com**

Reference Number: P95150234



AGENDA BACKGROUND

AGENDA ITEM: Public Hearing and consider any action on Zoning Case Z-206, a proposed Special Use Permit to install a Multi-Tenant Pole sign that is larger than allowed by Town Ordinance as requested by Matco Signs for the property at 2304 West Park Row Drive, Tracts 1A3, 1A3A, 1A3B, 1A5, 1A5B AND 1A5C of the William J. Barry Survey, Pantego, Tarrant County, Texas. The property is generally located in the Lakewood Shopping Center on the south side of West Park Row Drive between South Bowen Road and Milby Road.

Date: April 13, 2015

PRESENTER:

Chad Joyce, Community Development Director

BACKGROUND:

See Community Development Staff Report.

The Notice of Public Hearing was published on February 18, 2015 in the Fort Worth Commercial Recorder, the Town's official newspaper. This Notice was also posted on the Town's bulletin board and the Town's website. Owners of property within two hundred (200) feet of the applicant property were given notice via U.S. Mail.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the approval of this Special Use Permit as submitted.

ATTACHMENTS:

Community Development Staff Report
P&Z Chairman's Report
Application, Zoning Case Z-206
Notification Map
Notification Address List

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

ORDINANCE NO. 15-755

AN ORDINANCE OF THE TOWN OF PANTEGO AUTHORIZING A SPECIAL USE PERMIT ISSUED TO ANN FARRELL TO INSTALL A MULTI-TENNANT POLE SIGN THAT IS LARGER THAN ALLOWED BY TOWN ORDINANCE AS REQUESTED BY MATCO SIGNS FOR THE PROPERTY AT 2304 WEST PARK ROW DRIVE, TRACTS 1A3, 1A3A, 1A3B, 1A5, 1A5B, AND 1A5C OF THE WILLIAM J. BARRY SURVEY, PANTEGO, TARRANT COUNTY, TEXAS.

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; and

WHEREAS, Chapter 14, Section 14.02.667(a)(7)(A) of the Town of Pantego Municipal Code states for a multi-tenant pole sign the total area of signage allowed shall be twenty (20) square feet of sign area per business per side except that anchor tenants may have forty (40) square feet per side up to a maximum of two hundred (200) square feet per side; and

WHEREAS, Chapter 14, Section 14.02.513(9)(B) of the Town of Pantego Municipal Code allows for an exception of any signs which exceed the area or height standards of Section 14.02.0065 of this article, but only upon proof by the applicant that unique characteristics of topography and/or the elevation of adjacent roadways made a special use permit necessary in order for the property to enjoy sign rights equivalent to those of other properties in the same zoning classification not possessing such unique characteristics; and

WHEREAS, the Planning and Zoning Commission, as required by Chapter 211 of the Texas Local Government Code, has duly published a Notice of Public Hearing in the Fort Worth Commercial Recorder, the official newspaper for the Town of Pantego on February 17, 2015; and

WHEREAS, the Planning and Zoning Commission has received and reviewed the application from Ann Farrell and has determined that it complies with all requirements for the Special Use Permit. The Commissioners recommended approval of this application at their regularly scheduled meeting on March 2, 2015; and

WHEREAS, the Town Council by affirmative vote of four of its members may by ordinance authorize special use permits; and

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

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

SECTION 1:

The Town Council authorizes the Special Use Permit, acknowledging the maximum square footage restriction variance requirements for a multi-tenant pole sign located at:

Tracts 1A3, 1A3A, 1A3B, 1A5, 1A5B, AND 1A5C of the William J. Barry Survey, Pantego, Tarrant County, Texas

2304 West Park Row Drive, Pantego, Texas

As requested by Ann Farrell.

SECTION 2:

This Special Use Permit is subject to and includes the following conditions: (1) the sign as built must comply with the outlined specifications set forth in the attached Exhibit A and (2) this Special Use Permit shall expire upon reconstruction or removal of sign. (Re-facing of the sign shall not be considered reconstruction or removal of the sign).

**SECTION 3:
PROVISIONS CUMULATIVE**

This ordinance shall be cumulative of all provisions of the ordinances of the Town of Pantego, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

**SECTION 4:
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 13th DAY OF APRIL 2015 BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney



COMMUNITY DEVELOPMENT STAFF REPORT

MEETING DATE: April 13, 2015

ACTION REQUESTED: Consider approval for a Special Use Permit to install a Multi-Tenant Pole sign that is larger than allowed by Town Ordinance.

PROPERTY DESCRIPTION: 2304 West Park Row Drive, Tracts 1A3, 1A3A, 1A3B, 1A5, 1A5B AND 1A5C of the William J. Barry Survey, Pantego, Tarrant County, Texas.

PROPERTY OWNER: Farrell Property Co Ltd

APPLICANT: Matco Signs

CURRENT ZONING: C-3 Commercial District

SURROUNDING ZONING/LAND USE: North – C-3 Commercial Zoning District – Grocery Store
C-2 Commercial Zoning District
East – C-3 Commercial Zoning District – Retail Shopping Center
South – Arlington - School
West – C-3 Commercial Zoning District – Restaurant

REQUESTED VARIANCES: N/A

ANALYSIS: Matt Wesolowski with Matco Signs is requesting to install a multi-tenant pole sign at the Lakewood Center. The current sign is dilapidated and in need of replacement and the current sign is outdated according to our ordinances. Matco sign is planning on installing a similar sign to the current one and requests to make the sign larger than the stated requirement in our Ordinances.

FURTHER ANALYSIS: The multi-tenant pole sign at Lakewood Shopping Center was damaged in the storms that struck Pantego in October 2014. The damage from the storm was not significant enough to qualify as 60% of the cost of the sign itself as listed in Section 14.02.674.

Sec. 14.02.674 Continuation of Legal-Nonconforming Signs

All legal nonconforming signs, legally existing in use on the effective date of this part, will be subject to the requirements of Texas Local Government Code Chapter 216. These signs will be required to be removed in any of the following cases:

- (1) The sign is rendered abandoned according to section [14.02.672](#) and has remained so for one (1) year.*
- (2) The sign is rendered abandoned according to section [14.02.672](#) on a lease space and has remained so for two years.*
- (3) That no sign shall be re-established as nonconforming after damage or destruction if the estimated expense of reconstruction exceeds sixty (60) percent of the replacement cost for the entire sign.*
- (4) The town may require the relocation, removal or reconstruction of any legal nonconforming sign provided the town creates a municipal board on sign control*

to determine the amount of compensation that must be provided to the sign owner for such changes.

Due to the age of the existing sign cabinets, the sign contractor recommended replacing the cabinets instead of repairing. With the replacement of the cabinets, the cost of work exceeds the 60% requirement. The sign is therefore no longer non-conforming and is treated as a new sign. As a new sign, the sign requires a Special Use Permit for being over 200 square feet in area and will require landscaping as listed in 14.02.667(a)(7)(G)

(G) Landscaping requirements. The area around the base of the sign shall be landscaped in a combination of irrigated bedding plants, shrubs, and/or flowers.

**SPECIAL USE PERMIT
CONSIDERATIONS:**

The Town of Pantego Zoning Ordinance states the following considerations that the Planning and Zoning Commission and Town Council should consider prior to approval of a special use permit:

- (1) The proposed use complies with all the requirements of the zoning district in which the special use permit is located;
- (2) The proposed use as located and configured will contribute to or promote the general welfare and convenience of the Town;
- (3) The benefits that the town gains from the proposed use outweigh the loss of or damage to any homes, businesses, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business and property of individuals affected by the proposed use;
- (4) Adequate utilities, road access, drainage and other necessary supporting facilities have been or shall be provided;
- (5) The design, location and arrangement of all public and private streets, driveways, parking spaces, entrances and exits shall provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
- (6) The issuance of the special use permit does not impede the normal and orderly development and improvement of neighboring vacant property;
- (7) The location, nature and height of buildings, structures, walls and fences are not out of scale with the neighborhood;
- (8) The proposed use will be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity;
- (9) Adequate nuisance prevention measures have been or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration and visual blight;
- (10) Sufficient on-site lighting is provided for adequate safety of patrons, employees and property and such lighting is adequately shielded or directed so as not to disturb or adversely affect neighboring properties;

(11) There is sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties;

(12) The proposed operation is consistent with the applicant's submitted plans, master plans, projections, or where inconsistencies exist, the benefits to the community outweigh the costs;

(13) The proposed use is in accordance with the Town's comprehensive plan.

RECOMMENDED

ACTIONS:

The Town Council has the following options when considering a Special Use Permit application:

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

STAFF

RECOMMENDATION:

Staff recommends approval of this Special Use Permit as submitted.

PLANNING AND ZONING

RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this Special Use Permit.

REPORT ON PLANNING AND ZONING COMMISSION MEETING
March 2, 2015

1. Zoning Case Z-205 – Bomac Partners Re-plat of Westbury Square Addition.

Action: The commissioners voted unanimously to approve this Re-plat.

Public Hearings: The hearing opened and closed before anyone was available to speak for or against this re-plat.

Discussion: The commissioner's asked questions concerning the plan for the space, the drainage design, and the impact on the Park Row redevelopment. No commissioner had any concerns about the answers to any questions.

2. Zoning Case Z-206 – Lakewood Center Multi-Tenant Pole Sign

Action: The commissioners voted unanimously to approve this SUP.

Public Hearings: The hearing opened and closed without any comment for or against this SUP.

Discussion: The commissioner's did not have any concern about the SUP on the sign. It is replacing an existing sign and fits with other signs in Pantego with the need for a SUP. This is a backlit sign, not an LED type sign. A discussion did arise about the beautification around the bottom of the sign. There is not currently anything but the sign poles and that is what the new sign will have as well. Comments were brought up about the request in previous SUP's concerning pole signs to add something at the bottom to enhance the appearance whether that be a planter or decorative feature. The SUP was recommended for approval without any contingencies placed upon it, but wanted to make council aware of the discussion and possible action at the council level. All commissioners thought the sign was attractive and is certainly needed. The project is about a 6-8 week project once all approvals are granted.

Any questions or concerns about this summary, please feel free to contact me at any time.

Stephen Smith
Chairman



APPLICATION FOR A SPECIAL USE PERMIT

APPLICANT If applicant is NOT owner of property, Agent Authorization Form must be completed.

Name: MATCO SIGNS Date: 1-23-15

Address: 1412 Comanche Ct.
Street Address

Arlington, Texas 76012
City State Zip

Phone: 469-363-0414 Email: mattwesolowski@gmail.com

Applicant Status: Owner Tenant Purchaser Other

PROPERTY DEVELOPMENT INFORMATION

Address: 2304 W. PARK ROW #7

Legal Description: Property is subdivided: Addition: LAKEWOOD ADDITION #1

Lot: #2 Block: _____

Property is not subdivided: Survey: WJ BARRY

Abstract#: _____ Tract: WJ BARRY SURVEY A-155

Existing Classification: _____

Developer: <u>FARRELL PROP. CO. LTD</u>	Agent: <u>MATT WESOLOWSKI</u>
Address: <u>2304 W Park Row #7</u>	Address: <u>1412 Comanche Ct.</u>
City/State/Zip: <u>Pantego, TX 76013</u>	City/State/Zip: <u>Arlington, TX 76012</u>
Phone/Fax: <u>817-966-0539</u>	Phone/Fax: <u>469-363-0414</u>
Surveyor: _____	Engineer: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone/Fax: _____	Phone/Fax: _____

Present use of the property: RETAIL & STORAGE

Proposed use of the property: SAME

Status of development plans: None Site Plans Complete Building Plans Complete



ACKNOWLEDGMENTS

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

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

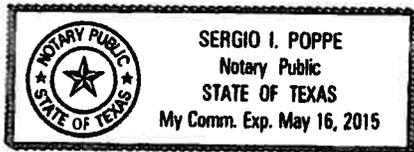
I reserve the right to withdraw this proposal at any time, except during notice periods, upon written request filed with the Town Secretary, and such withdrawal shall immediately stop all proceedings thereon; provided, however, withdrawal filed at any time after the giving of notice of the Planning and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

Applicant: [Signature] Date: 1-26-15

State of Texas)
County of Dallas

Sworn and subscribed before me the undersigned notary public this the 26th day of January 2015.

[Signature]
Notary Public



Commission Expires: May 16, 2015
Seal:

OFFICE USE ONLY

Application Checklist:

- Complete application form
- Agent Authorization Form (if necessary)
- Application Fee
- Site Plan
- Additional Submittals Information

Application accepted by: Chelsea Nelson Date: 1-28-15

Checked for completeness: ✓ Fee Paid: ✓ Receipt No.: 61279

Remarks: _____

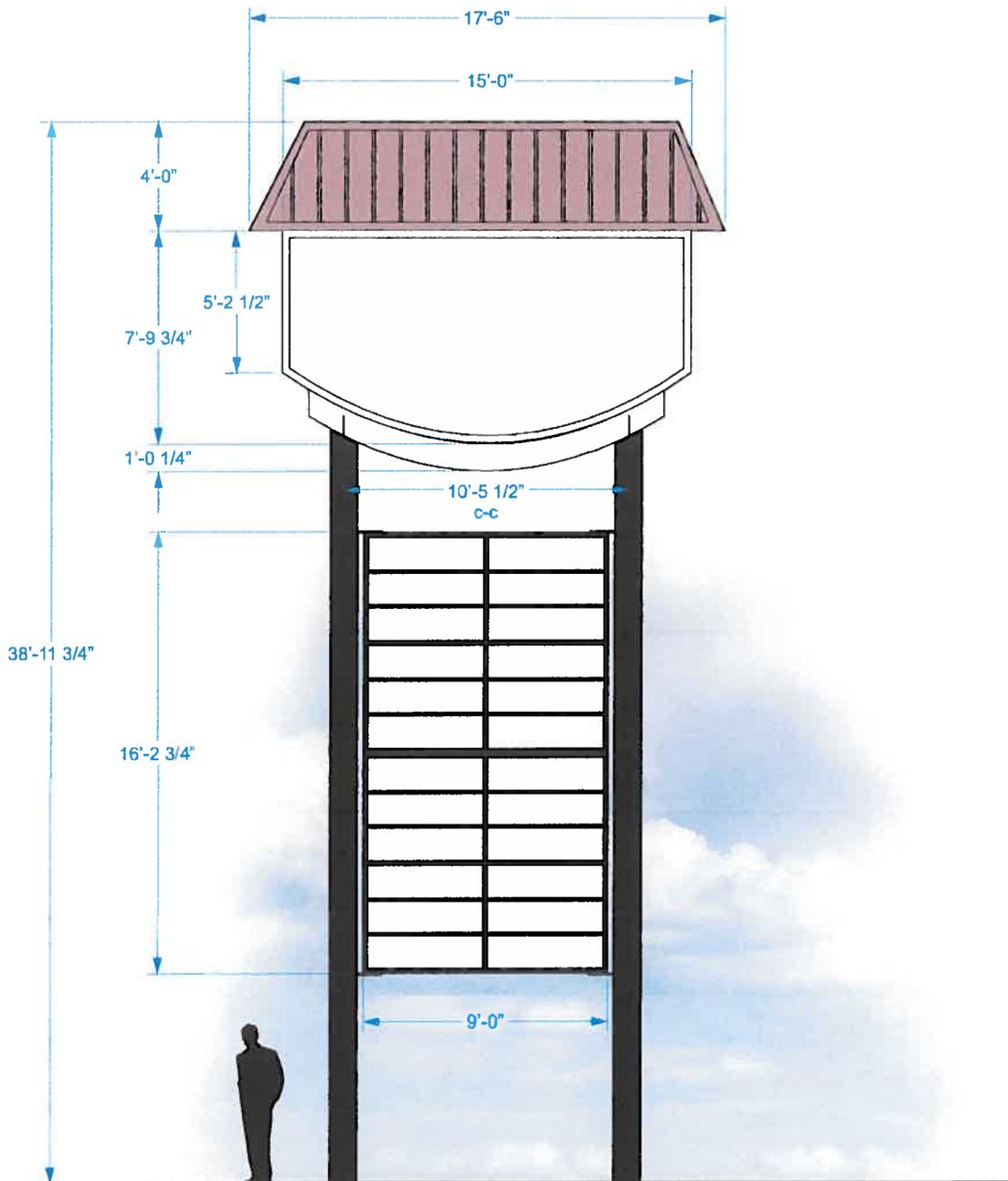
Set for P&Z: 3/2 Set for Council: 3/9



ADDITIONAL SUBMITTAL INFORMATION

- Any final environmental assessment and/or final environmental impact statement that may be required pursuant to state or federal statutes *N/A*
- Copies of studies or analyses upon which have been based projections for need or demand for the proposed facility *N/A*
- Copies of studies or analysis upon which alternatives have been considered and evaluated *N/A*
- Description of present use, assessed value & actual value of the land affected by the proposed facility
- Description of the proposed use, anticipated assessed value and supporting documentation
REPLACE OLD & STORM DAMAGED SIGN CABINETS
- Description of any long term plans or master plan for the future use or development of the property
N/A
- Description of the applicant's ability to obtain needed easements to serve the proposed use
N/A
- Description of the type, feasibility and cost of any proposed mitigation necessary to make the proposed use compatible with current and future land use patterns
N/A
- Description of any special construction requirements that may be necessary for any construction or development on the subject property
N/A
- If the proposed use will result in a significant increase in traffic, a traffic impact analysis prepared by a certified professional engineer qualified in the field of traffic engineering and forecasting
N/A
- A noise management plan detailing the projected noise produced by the proposed use, including, but not limited to, the projected noise volume and duration, and the noise mitigation measures proposed to be implemented
N/A

EXISTING SIGN SIZES



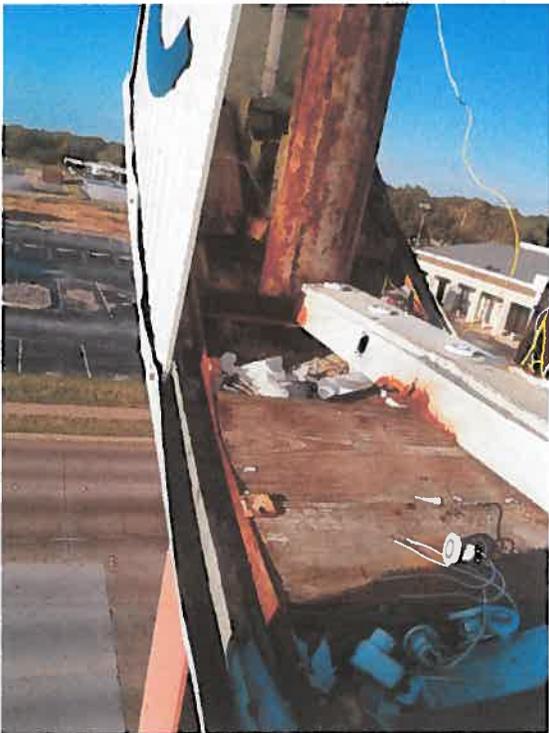
**Replace Storm Damaged Pylon Sign Cabinets.
Using Existing Steel I-Beam Supports.**

Original Sign



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www.matcosigncompany.com
matwesalawski@gmail.com





Agent Authorization Form – to be used if Owner is not Applicant

Date: 1-23-15

This letter shall serve as authorization for MATT WESOLOWSKI to file this application for the property described herein.

Owner: Ann Barzey

Address: 2304 W PARK ROW #7

City / State / Zip: Pantego TX 76013

Phone / Fax: 817 265 3626

Recorded in Volume _____, Page _____, Tarrant County Deed Records

Ann Barzey
Owner's Signature

State of Texas)

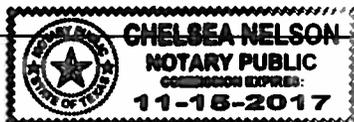
County of)

Sworn and subscribed before me the undersigned notary public this the 23rd day of January 2015.

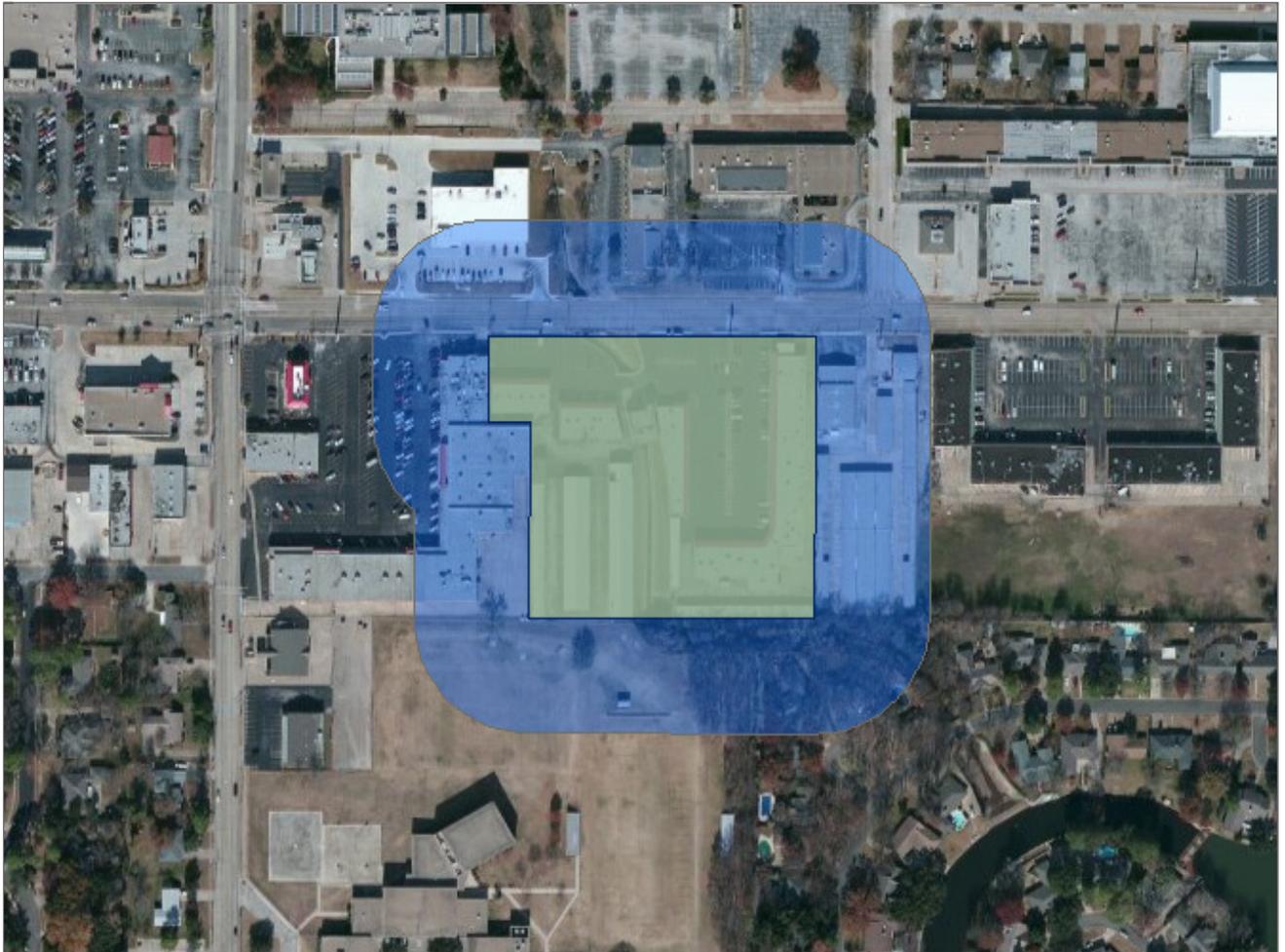
Chelsea Nelson
Notary Public

Commission Expires: 11-15-2017

Seal:



Parcel Map



DigitalGlobe, GeoEye, Microsoft

NOTIFICATION LIST, Z-206

LOCATION	OWNER	STREET ADDRESS	CITY	STAT	ZIP CODE	LEGAL 1
2301 W Park Row Dr	BOMAC Partners, Ltd.	1110 W State Hwy 114 #200	SLK	TX	76092-5250	Westbury Square Addn
2417 W Park Row Dr	Aldi (Texas) LLC	2500 Westcourt Rd	DEN	TX	76207-4532	Westbury Square Addn
2302 W Park Row Dr	Kindred Glass Co	2302 W Park Row Dr	PAN	TX	76013-3301	Barry, William J Survey
2401 W Park Row Dr	Mercantile Bank	2401 W Park Row Dr	PAN	TX	76013-3392	Westbury Square Addn
2304 W Park Row Dr	Farrell Property Co Ltd	2304 W Park Row Dr #7	PAN	TX	76013-3347	Barry, William J Survey
1517 S Bowen Rd	4D-Jkl Corporation	3100 W Arkansas Ln #103	ARL	TX	76016-5871	Barry, William J Survey
2233 W Park Row Dr	S&D Family Partners LP	2227 W Park Row Dr (A)	PAN	TX	76013-3485	Park's, G W Subdivision
2220 W Park Row Dr	Walker, Robert A	PO Box 13933	ARL	TX	76094-0933	Village Park Addition-Pantego
2220 W Park Row Dr	Village Park Investments LP	670 W Arapaho Rd	RICH	TX	75080-4200	Village Park Addition-Pantego
2215 Briarwood Blvd	Andrew & Jennif Novoselsky	2215 Briarwood Blvd	ARL	TX	76013-3317	Lakewood Addition - Arlington
2301 Briarwood Blvd	Amy Jo Leisure	2301 Briarwood Blvd	ARL	TX	76013-3319	Lakewood Addition - Arlington
2303 Briarwood Blvd	Andre J & Camilla C Carter	2303 Briarwood Blvd	ARL	TX	76013-3319	Lakewood Addition - Arlington
2305 Brairwood Blvd	Wanda F Ball	2305 Brairwood Blvd	ARL	TX	76013-3319	Lakewood Addition - Arlington
2307 Briarwood Blvd	Hildegard M Williams	2307 Briarwood Blvd	ARL	TX	76013-3319	Lakewood Addition - Arlington
2411 Winewood Ln	Arlington Independent School District	1203 W Pioneer Pkwy	ARL	TX	76013	W J Barry Addition

ABBREVIATION	CITY
SLK	SOUTHLAKE
DEN	DENTON
PAN	PANTEGO
ARL	ARLINGTON
RICH	RICHARDSON

LEGAL 2

Blk 1 Lot 4R

Blk 1 Lot 2R

A 155 Tr 1A02A 1A2B

Blk 1 Lot 3R

Abst 155 Trs 1A3 1A3A 1A3B

A 155 Tr 1A01A

Blk 10 Lot 1

Blk 1 Lot 2R

Blk 1 Lot 1R1

Block 1, Lot 12

Block 1, Lot 11

Block 1, Lot 10

Block 1, Lot 9

Block 1, Lot 8

Lot 1



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider approval for reallocating CIP funding (FY 2014-2015) from the Pioneer Parkway Waterline Replacement Project and allocate the funds to the Pioneer Parkway Waterline West Crossover Project.

Date: April 13, 2015

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

In the course of operating water valves, allowing Public Works to repair a water main leak on the Pioneer Parkway 10" distribution main, a critical weakness in the distribution system's sustainability was discovered. As currently designed, the water distribution system east of Bowen, on Pioneer Parkway, both the north and south sides of Pioneer Parkway and the west side of Bowen, south side of Pioneer (Walmart) are controlled by one valve and dependent on one water line. In addition, the 303 Pump Station and ground storage tanks (1,000,000 gallons or 77%) of the Towns water storage is also subject to the same one valve and one water line. The criticality stems from the system lacking a secondary or looped water supply and lacking by-pass valves at critical supply points. The solution would be to construct a crossover connection, looping a separate distribution supply into the aforementioned system. Staff has developed the concept and general location (west of Bowen on Pioneer Parkway). Staff request approval from Council to reallocate CIP funding, \$119,000 from the Pioneer Parkway Waterline Replacement Project and allocate the funds to a new project, the Pioneer Parkway West Crossover Project.

FISCAL IMPACT:

\$119,000

RECOMMENDATION:

Approval for reallocating CIP funding FY 2014-2015

ATTACHMENTS:

None

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