



Melody Paradise, Mayor  
Russell Brewster, Mayor Pro Tem

# AGENDA

## TOWN COUNCIL

### October 12, 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
  - Pending Items for Future Council Agendas
  - Personnel Vacancies
  - Wagon Wheel Project Update
  - Concealed Handgun Training
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 and Sewer Billing Analysis Reports; Garbage and Recycling Billing Analysis.
  - Community Development: Certificate of Occupancies, Building Permits, Inspections, Construction Values, Contractor Registrations.
  - Municipal Court: Citations Issued, Warrants Issued, Monies Received.
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 September 28, 2015

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

##### CALL TO ORDER/WELCOME

INVOCATION BY: Mayor Paradise

##### PLEDGE OF ALLEGIANCE

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

##### HONORS/PROCLAMATION

- Proclamation honoring Freddie Alexander for his service and dedication to the Town of Pantego.
- Introduction of Dennis Jobe, Community Development Department; Clint Springer and Courtney Guy as Patrol Officers; and Gina Saladino as a Dispatcher.

##### RECEPTION

##### 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 15-25 a resolution of the Town Council of the Town of Pantego, Texas, adopting a Procurement policy for the Town; and providing for an effective date.
6. Discuss, direct, and consider action on Resolution 15-26 a resolution of the Town Council of the Town of Pantego, Texas adopting a Procurement Card policy for the Town; and providing for an effective date.

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

7. Discuss, direct, and review the proposed street repairs at Peachtree and Wagon Wheel.

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

### SCHEDULED EXECUTIVE SESSION ITEMS

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

### 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, October 9, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

  
Julie Arrington, City Secretary

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

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





# City Manager's Report

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

**From:** Matt Fielder, City Manager

**Date:** October 12, 2015

## **Pending Items for Future Council Meetings**

Staff is planning to bring the following items forward to Council in the 1<sup>st</sup> Quarter of Fiscal Year 2016:

- Boat and RV Ordinance
- Zoning Ordinance
- Water and Sewer Rates
- Financial Transparency Software

## **Personnel Vacancies**

New vacancies exist in the Public Works and Municipal Court Departments. Warrant Officer Freddie Alexander has announced his retirement, effective October 16<sup>th</sup>. The Public Works Department has two vacancies for Maintenance Workers with the departure of Carlos Rodriguez and Joe Gillespie.

## **Wagon Wheel Project**

Work continues on this project with the sewer line and water line almost complete. The bridge repairs are underway, along with the water line bypass and sewer manhole replacement. The final step will be the paving repairs. Coordination with Tarrant County to replace pavement in the unaffected areas is being made.

## **Concealed Handgun License Course**

Former Dalworthington Gardens Police Chief Bill Waybourne has offered to provide a concealed handgun licensing training course to Pantego Residents. The only cost would be ammunition and range fees. Staff is working to arrange a date and location for this to occur, likely in November.



# AGENDA BACKGROUND

**AGENDA ITEM:** Monthly Staff Reports

**Date:** October 12, 2015

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**PRESENTER:**

Matt Fielder, City Manager

**BACKGROUND:**

Staff reports on departmental activities on a monthly basis.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the reports as presented.

**ATTACHMENTS:**

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

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



## 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 September 30, 2015 – Preliminary Fiscal Year End 2014-2015 Results.

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 September 30, 2015**

Book Value of Pool Account, September 1, 2015 \$ 4,705,992

Security	Purchase Date	Par	Maturity Date	Yield	Price
TexPool	9/1/2015	\$ 3,505,872	9/30/2015	0.0850%	\$ 1.00
TexPool Prime	9/1/2015	1,200,120	9/30/2015	0.1591%	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	\$ 3,505,872	\$ 3,505,908	\$ (51,685)	\$ 3,454,050	\$ 3,454,223
TexPool Prime	1,200,120	1,200,132	193	1,200,277	1,200,325
Certificate of Deposits	907,309	907,309	0.00	907,309	907,309
<b>Total</b>	<b>\$ 5,613,301</b>	<b>\$ 5,613,349</b>	<b>\$ (51,492)</b>	<b>\$ 5,561,636</b>	<b>\$ 5,561,857</b>

**Pantego Economic Development Corp.  
Monthly Investment Report  
As of September 30, 2015**

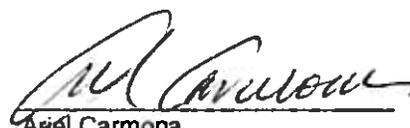
Book Value of Pool Account, September 1, 2015 \$ 532,177

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	9/1/2015	\$ 532,177	9/30/2015	0.0850%	\$ 1.00

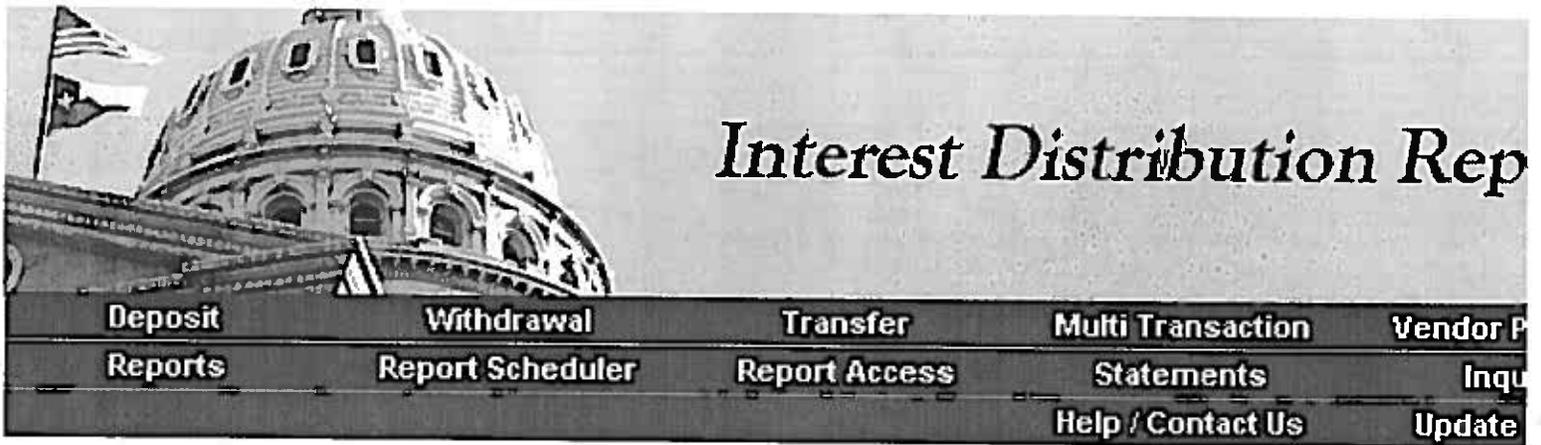
Security	Beginning Book Value	Beginning Market Value	Net Change In Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 532,177	\$ 532,182	\$ (12,876)	\$ 519,281	\$ 519,306
<b>Total</b>	<b>\$ 532,177</b>	<b>\$ 532,182</b>	<b>\$ (12,876)</b>	<b>\$ 519,281</b>	<b>\$ 519,306</b>

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

  
Matthew Fielder  
City Manager

  
Ariel Carmona  
Finance Director

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# Interest Distribution Report

## Interest Distribution Report

Generated: 10/01/2015  
 Settlement Date: 09/30/2015

Location : 79038  
 Location Name : TOWN OF PANTEGO

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

Pool Number/Name	Account Number	Account Name	Interest Amount	Month End Balance
449/TexPool	7903800001	GENERAL FUND	\$243.68	\$3,454,050.13
449/TexPool	7903800002	PANTEGO ECONOMIC DEVELOPMENT CORP	\$37.53	\$519,280.52
590/TexPool Prime	7903800001	GENERAL FUND	\$156.90	\$1,200,276.84
TexPool Totals:			\$281.21	\$3,973,330.65
TexPool Prime Totals:			\$156.90	\$1,200,276.84
Locations Totals			\$438.11	\$5,173,607.49

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 September	0.0850%
Average Monthly Dividend Factor for September	0.000002329
<b>Information as of</b>	September 30, 2015
Daily Net Yield	0.0986%
Dividend Factor	0.000002700
7 Day Net Yield	0.09%
Daily Assets	\$11,987,115,878.31
Weighted Average Maturity	40 days
Weighted Average Life	80 days
NAV	1.00005

### TexPool Prime

Average Monthly rate for September	0.1591%
Average Monthly Dividend Factor for September	0.000004359
<b>Information as of</b>	September 30, 2015
Daily Net Yield	0.1667%
Dividend Factor	0.000004567
7 Day Net Yield	0.16%
Daily Assets	\$1,046,783,131.93
Weighted Average Maturity	32 days
Weighted Average Life	50 days
NAV	1.00004

### Contact Information

Participant Services 1-866-839-7665

Performance quoted represents past performance which is no guarantee of future results. Investment return will vary. 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 what is stated.

TOWN OF PANTEGO  
CASH & INVESTMENTS REPORT  
AS OF: SEPTEMBER 30TH, 2015

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/	
					TEXPOOL PRIME	FUND TOTAL
GENERAL FUND						
100-0-000-102.00	CASH	45,722.31				
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 NOTES			0.00		
100-0-000-204.00	TEXPOOL				1,145,065.31	
100-0-000-204.50	TEXPOOL PRIME				550,276.84	
	TOTAL 100-GENERAL FUND	46,627.31	252,755.95	0.00	1,695,342.15	1,994,725.41
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	41,339.45				
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				338,934.63	
	TOTAL 200-WATER AND SEWER FUND	41,339.45	251,751.37	0.00	338,934.63	632,025.45
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				34,651.93	
	TOTAL 300-CAPITAL PROJECTS FUND	0.00	0.00	0.00	34,651.93	34,651.93
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				134,212.80	
	TOTAL 400-INTEREST & SINKING FUND	0.00	100,700.51	0.00	134,212.80	234,913.31
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				568,446.88	
	TOTAL 500-STREET IMPVMT CONST FUND	0.00	251,751.37	0.00	568,446.88	820,198.25

TOWN OF PANTEGO  
CASH & INVESTMENTS REPORT  
AS OF: SEPTEMBER 30TH, 2015

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	FUND TOTAL
PARK ROW PROJ FUND						
550-0-000-204.00	TEXPOOL				219,989.21	
550-0-000-204.50	TEXPOOL PRIME				650,000.00	
	TOTAL 550-PARK ROW PROJ FUND	0.00	0.00	0.00	869,989.21	869,989.21
TRUST & AGENCY FUND						
650-0-000-102.00	CASH	76,377.74				
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				87,279.18	
	TOTAL 650-TRUST & AGENCY FUND	76,377.74	0.00	0.00	87,279.18	163,656.92
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				318,765.53	
	TOTAL 700-WATER/SEWER CONSTRUCTION	0.00	0.00	0.00	318,765.53	318,765.53
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				459,738.21	
	TOTAL 750-W/S INFRASTRUCTURE FUND	0.00	0.00	0.00	459,738.21	459,738.21
PAYROLL IMPREST FUND						
777-0-000-102.00	CASH	8,431.43				
	TOTAL 777-PAYROLL IMPREST FUND	8,431.43	0.00	0.00	0.00	8,431.43
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				26,909.20	
	TOTAL 800-COURT SECURITY FUND	0.00	0.00	0.00	26,909.20	26,909.20
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				66,384.94	
	TOTAL 825-COURT TECHNOLOGY FUND	0.00	0.00	0.00	66,384.94	66,384.94
PANTEGOFEST						
850-0-000-102.00	CASH	6,188.00				
850-0-000-102.20	CHANGE FUND	0.00				
850-0-000-204.00	TEXPOOL				1,660.00	
	TOTAL 850-PANTEGOFEST	6,188.00	0.00	0.00	1,660.00	7,848.00

TOWN OF PANTEGO  
 CASH & INVESTMENTS REPORT  
 AS OF: SEPTEMBER 30TH, 2015

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	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				31,142.77	
TOTAL 875-SHAMBURGER		0.00	50,350.24	0.00	31,142.77	81,493.01
<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 &amp; SINKING</u>						
901-0-000-102.00	CASH	0.00				
901-0-000-206.10	TEXPOOL				201,259.55	
TOTAL 901-PEDC INTEREST & SINKING		0.00	0.00	0.00	201,259.55	201,259.55
<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	5,236.91				
903-0-000-102.10	PETTY CASH	0.00				
903-0-000-206.10	TEXPOOL				318,020.97	
TOTAL 903-PEDC OPERATING FUND		5,236.91	0.00	0.00	318,020.97	323,257.88
<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
<u>ALL FUNDS TOTAL</u>						
		184,200.84	907,309.44	0.00	5,173,607.49	6,265,117.77
		=====	=====	=====	=====	=====
<u>TOTAL CASH AND INVESTMENTS</u>		184,200.84			6,080,916.93	
		=====			=====	

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

Revenues:	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Property Tax	\$ 2,123	\$ 14,500	\$ (12,377)	\$ 937,098	\$ 950,000	\$ (12,902)	\$ 950,000	\$ 12,902	1%
Delinquent Tax Property	-	1,417	(1,417)	5,920	17,000	(11,080)	17,000	11,080	65%
Sales Tax	130,165	109,451	20,714	1,463,465	1,313,409	150,056	1,313,409	(150,056)	-11%
Franchise Fee-Natural Gas	-	-	-	32,391	23,000	9,391	23,000	(9,391)	-41%
Franchise Fee-Communications	6	7,500	(7,494)	80,897	90,000	(9,103)	90,000	9,103	10%
Franchise Fee-Electricity	-	10,000	(10,000)	165,761	175,000	(9,239)	175,000	9,239	5%
Franchise Fee-Cable	-	-	-	15,233	14,000	1,233	14,000	(1,233)	-9%
Franchise Fee-Water & Sewer	-	-	-	25,000	25,000	-	25,000	-	0%
Mixed Beverage Tax	-	3,500	(3,500)	11,860	14,000	(2,140)	14,000	2,140	15%
Warrant Charges	8,161	8,333	(173)	106,519	100,000	6,519	100,000	(6,519)	-7%
FTA / City (Omni Base)	572	708	(136)	7,068	8,500	(1,432)	8,500	1,432	17%
Court Fines and Penalties	30,341	30,833	(492)	373,624	370,000	3,624	370,000	(3,624)	-1%
Special Expense Fee	30,077	22,917	7,160	288,655	275,000	13,655	275,000	(13,655)	-5%
Police Accident Reports	25	67	(42)	364	800	(436)	800	436	55%
Child Safety Guard Program	850	708	142	6,989	8,500	(1,511)	8,500	1,511	18%
Traffic Fees	495	625	(130)	5,736	7,500	(1,764)	7,500	1,764	24%
City Judicial Fee	233	250	(17)	2,653	3,000	(347)	3,000	347	12%
City Arrest Fees	1,592	1,625	(33)	18,053	19,500	(1,447)	19,500	1,447	7%
10% Serv. Fee from T&A	-	2,083	(2,083)	16,782	25,000	(8,218)	25,000	8,218	33%
Time Payment Fee	-	1,558	(1,558)	22,894	18,700	4,194	18,700	(4,194)	-22%
Planning and Zoning Fees	500	625	(125)	6,583	7,500	(917)	7,500	917	12%
Plan Review Fees	265	583	(318)	9,209	7,000	2,209	7,000	(2,209)	-32%
Building Permits	4,687	3,917	770	51,328	47,000	4,328	47,000	(4,328)	-9%
Liquor Licenses	-	167	(167)	7,288	2,000	5,288	2,000	(5,288)	-264%
Contractor Registration Fee	1,875	917	958	15,875	11,000	4,875	11,000	(4,875)	-44%
Certificates of Occupancy	700	583	117	8,840	7,000	1,840	7,000	(1,840)	-26%
Clean & Show	80	25	55	880	300	580	300	(580)	-193%
Dog Tag Revenue	-	17	(17)	210	200	10	200	(10)	-5%
NSF Check Fees	-	2	(2)	35	25	10	25	(10)	-40%
Ambulance Revenue	9,762	10,000	(238)	134,355	120,000	14,355	120,000	(14,355)	-12%
Fire Inspections	655	500	155	11,860	6,000	5,860	6,000	(5,860)	-98%
Park Rental Revenue	400	250	150	3,345	3,000	345	3,000	(345)	-12%
Gas Royalty Revenue	162	667	(504)	5,235	8,000	(2,765)	8,000	2,765	35%
Copy Fees	-	4	(4)	-	50	(50)	50	50	100%
No Insurance Towing Fees	1,325	417	908	6,500	5,000	1,500	5,000	(1,500)	NA
Interest Revenue	401	458	(58)	3,420	5,500	(2,080)	5,500	2,080	38%
Other Revenue	131	1,667	(1,536)	10,199	20,000	(9,801)	20,000	9,801	49%
<b>Total Revenue Before Transfers</b>	<b>\$ 225,583</b>	<b>\$ 236,874</b>	<b>\$ (11,291)</b>	<b>\$ 3,862,122</b>	<b>\$ 3,707,484</b>	<b>\$ 154,638</b>	<b>\$ 3,707,484</b>	<b>\$ (154,638)</b>	<b>-4%</b>

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

Expenditures	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
General & Administrative	\$ 66,821	\$ 73,803	\$ 6,982	\$ 636,587	\$ 687,445	\$ 50,858	\$ 687,445	\$ 50,858	7%
Public Works	74,031	59,518	(14,513)	522,559	551,401	28,842	551,401	28,842	5%
Community Development	17,170	10,186	(6,984)	125,482	126,496	1,014	126,496	1,014	1%
Police	109,665	110,782	1,116	1,144,549	1,235,908	91,359	1,235,908	91,359	7%
Fire	110,416	94,356	(16,060)	1,017,591	1,036,287	18,696	1,036,287	18,696	2%
Municipal Court	33,452	30,939	(2,513)	340,956	352,439	11,483	352,439	11,483	3%
Community Relations Board	144	-	(144)	10,985	11,500	515	11,500	515	4%
Special Events	-	-	-	8,877	8,500	(377)	8,500	(377)	-4%
<b>Total Expenditures</b>	<b>\$ 411,699</b>	<b>\$ 379,584</b>	<b>\$ (32,115)</b>	<b>\$ 3,807,587</b>	<b>\$ 4,009,976</b>	<b>\$ 202,389</b>	<b>\$ 4,009,976</b>	<b>\$ 202,390</b>	<b>5%</b>

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

Revenue	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Sale of Water	\$ 65,485	\$ 39,167	\$ 26,319	\$ 468,290	\$ 470,000	\$ (1,710)	\$ 470,000	\$ 1,710	0%
Water Tap Fees	-	25	(25)	2,935	300	2,635	300	(2,635)	-878%
Sewer Service Charge Fee	32,021	29,583	2,438	357,436	355,000	2,436	355,000	(2,436)	-1%
Sewer Tap Fees	-	21	(21)	700	250	450	250	(450)	-180%
Groundwater Conservation Fee	3,129	-	3,129	5,961	-	5,961	-	(5,961)	NA
Groundwater Conservation Fee-Recovery	3,129	-	3,129	5,961	-	5,961	-	(5,961)	NA
Trash Collections	7,779	7,500	279	93,028	90,000	3,028	90,000	(3,028)	-3%
Sales Tax on Trash Collections	636	619	17	7,602	7,425	177	7,425	(177)	-2%
Recycling	2,063	2,125	(62)	24,612	25,500	(888)	25,500	888	3%
Sales Tax on Recycling	158	175	(17)	1,889	2,104	(215)	2,104	215	10%
Penalties	960	1,250	(290)	16,492	15,000	1,492	15,000	(1,492)	-10%
N.S.F. Check Fees	30	33	(3)	270	400	(130)	400	130	33%
Adm. Serv. Charge / Sewer Impact	1,020	417	603	7,760	5,000	2,760	5,000	(2,760)	-55%
Interest Revenue	-	63	(63)	688	750	(62)	750	62	8%
Other Revenue	2,196	2,333	(137)	24,759	28,000	(3,241)	28,000	3,241	12%
Trash Contract Payable	(7,779)	(7,500)	(279)	(93,028)	(90,000)	(3,028)	(90,000)	3,028	-3%
Sales Tax on Trash Collections Payable	(636)	(619)	(17)	(7,602)	(7,425)	(177)	(7,425)	177	-2%
Recycling Contract Payable	(2,063)	(2,125)	62	(24,612)	(25,500)	888	(25,500)	(888)	3%
Sales Tax on Recycling Payable	(158)	(175)	17	(1,889)	(2,104)	215	(2,104)	(215)	10%
<b>Total Revenue Before Transfers</b>	<b>\$ 107,971</b>	<b>\$ 72,892</b>	<b>\$ 35,080</b>	<b>\$ 891,251</b>	<b>\$ 874,700</b>	<b>\$ 16,551</b>	<b>\$ 874,700</b>	<b>\$ (16,551)</b>	<b>-2%</b>

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

Revenue	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Infrastructure Improvements	\$ 25,709	\$ 20,000	\$ 5,709	\$ 300,813	\$ 300,000	\$ 813	\$ 300,000	\$ (813)	0%

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

Expenses	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Water Expense	\$ 37,443	\$ 109,483	\$ 72,040	\$ 222,174	\$ 305,469	\$ 83,295	\$ 305,469	\$ 83,295	27%
Sewer Expense	57,712	100,644	42,932	305,520	391,984	86,464	391,984	86,464	22%
<b>Total Expenses</b>	<b>\$ 95,155</b>	<b>\$ 210,127</b>	<b>\$ 114,972</b>	<b>\$ 527,694</b>	<b>\$ 697,453</b>	<b>\$ 169,759</b>	<b>\$ 697,453</b>	<b>\$ 169,759</b>	<b>24%</b>

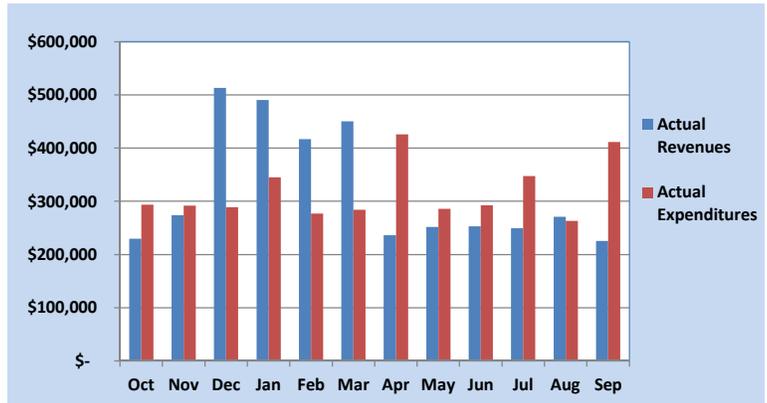
**TOWN OF PANTEGO, TEXAS**

**Notes to the Monthly Budget Variance Report - General Fund**

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**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	236,007	425,670	(189,663)
May	251,933	286,217	(34,284)
Jun	253,039	292,658	(39,619)
Jul	249,626	347,818	(98,192)
Aug	271,119	263,011	8,108
Sep	225,583	411,699	(186,116)
<b>TOTAL</b>	<b>\$ 3,862,122</b>	<b>\$ 3,807,587</b>	<b>\$ 54,535</b>
Budget	\$ 3,707,484	\$ 4,009,976	
Over/(under)	\$ 154,638	\$ (202,389)	
YTD % collected & expensed	104.2%	95.0%	



**Revenues:**

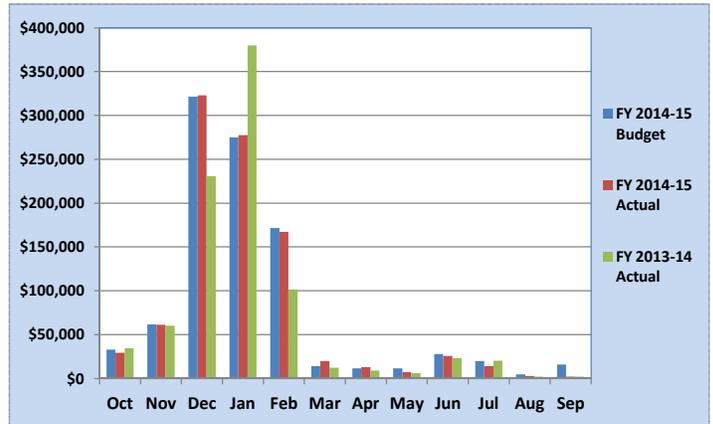
Total revenues in the General Fund as of September 30th totaled \$3,862,122. Total revenue for the same period last year totaled \$3,872,546; \$10,424 lower when compared to this year. When compared to this year's period projection of \$3,707,484, total revenue collected for the period is \$154,638 higher than anticipated. The increase comes mainly as a result of higher than projected year to date sales tax collections. Although September resembles the end of the fiscal year, it is important to note that certain revenue streams that were due in the month of September will not be collected until October or November.

**Expenditures:**

Expenditures in the General Fund as of September 30th totaled \$3,807,587; \$202,389 lower than projected for the period. The difference is mainly attributable to vacancy savings in the Police department and lower than expected expenses in other departments. Similar to revenue, it is important to note that invoices will continue to be paid in the months of October and November for expenses incurred in September; therefore, these results are preliminary in nature as well.

**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	11,417	12,848	1,431
May	6,061	11,417	7,255	(4,161)
Jun	22,934	27,833	25,795	(2,038)
Jul	20,219	20,000	14,025	(5,975)
Aug	2,027	4,417	2,595	(1,822)
Sep	1,922	15,917	2,123	(13,794)
<b>TOTAL</b>	<b>\$ 881,236</b>	<b>\$ 967,000</b>	<b>\$ 943,018</b>	<b>\$ (23,982)</b>
Budget	\$ 880,000		\$ 967,000	
Over/(under)	\$ 1,236		\$ (23,982)	
YTD % collected			97.5%	



**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 fees.

**Analysis:** General fund property tax collections as of September 30th totaled \$943,018 or 97.5% of the FY 2015 property tax projected amount. Staff estimates a projected shortfall of about \$15,000 - \$20,000 in property taxes this year. This is due to budget projections calculated at 100% current levy collections. Historically, (within the last ten fiscal years) the Town has collected anywhere from 97.3-99.1% of the current levy in a particular fiscal year. Projected property tax revenue for upcoming fiscal years will reflect this trend.

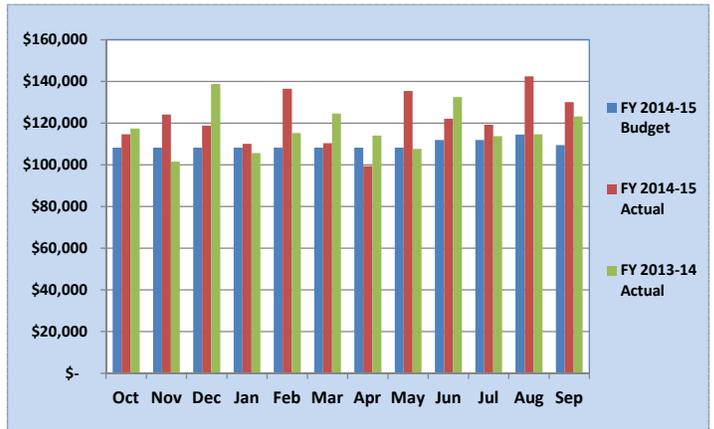
**TOWN OF PANTEGO, TEXAS**

**Notes to the Monthly Budget Variance Report - General Fund (continued)**

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**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	99,359	(8,842)
May	107,566	108,201	135,502	27,301
Jun	132,526	111,950	122,121	10,171
Jul	113,790	111,950	119,294	7,344
Aug	114,681	114,450	142,479	28,029
Sep	123,282	109,451	130,164	20,713
<b>TOTAL</b>	<b>\$ 1,409,135</b>	<b>\$ 1,313,409</b>	<b>\$ 1,463,465</b>	<b>\$ 150,056</b>
Budget	\$ 1,281,969		\$ 1,313,409	
Over/(under)	\$ 127,166		\$ 150,056	
YTD % collected			111.4%	

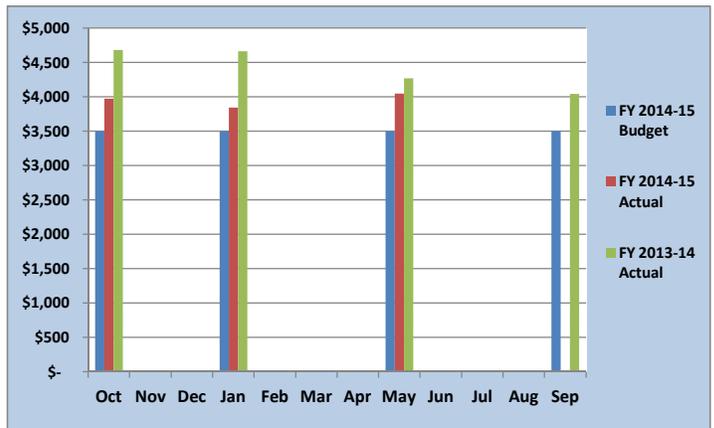


**Description:** Sales and use tax is a tax imposed on all retail sales, leases and rentals of most goods, as well as taxable services. The total sales tax rate levied within the Town is 8.25% (State 6.25%; Town 1.25%; Street Improvement 0.25%; PEDC 0.50%). Sales and use taxes are collected by the State 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 September totaled \$1,463,465. Compared to sales tax revenue collected for the same period last year of \$1,409,135, this year's sale tax collections represent a \$53,543 increase. When compared to this year's period projection of \$1,463,465, sales tax revenue is \$150,056 higher than projected. In June Council approved a budget amendment to increase sales tax by \$15,000; from the original budgeted amount of \$1,298,409 to \$1,313,409.

**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	3,841	341
Feb	-	-	-	-
Mar	-	-	-	-
Apr	-	-	-	-
May	4,267	3,500	4,047	547
Jun	-	-	-	-
Jul	-	-	-	-
Aug	-	-	-	-
Sep	4,044	3,500	-	-
<b>TOTAL</b>	<b>\$ 17,653</b>	<b>\$ 14,000</b>	<b>\$ 11,860</b>	<b>\$ 1,360</b>
Budget	\$ 11,000		\$ 14,000	
Over/(under)	\$ 6,653		\$ (2,140)	
YTD % collected			84.7%	



**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 September totaled \$11,860; \$1,360 higher than projected for the period. However, when compared to last year's revenue collection of \$4,267, this year's third quarter mixed beverage revenue decreased by \$547. As of the end of September, the Town collected about \$1,749 less in mixed beverage tax when compared to the same period collections from the prior fiscal year. The next mixed beverage quarterly payment for the months of July through September will be collected in October.

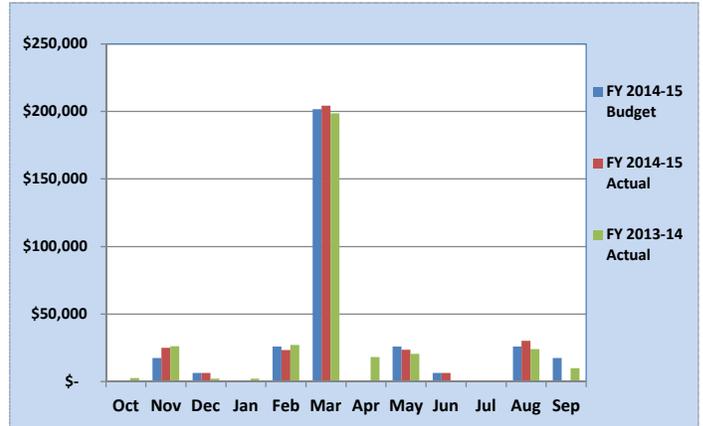
**TOWN OF PANTEGO, TEXAS**

**Notes to the Monthly Budget Variance Report - General Fund (continued)**

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**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	201,750	204,383	2,633
Apr	18,228	-	69	69
May	20,492	26,000	23,498	(2,502)
Jun	-	6,250	6,256	6
Jul	-	-	67	67
Aug	24,031	25,920	30,156	4,236
Sep	9,789	17,497	6	(17,491)
<b>TOTAL</b>	<b>\$ 331,464</b>	<b>\$ 327,000</b>	<b>\$ 319,282</b>	<b>\$ (7,718)</b>
Budget	\$ 327,000		\$ 327,000	
Over/(under)	\$ 4,464		\$ (7,718)	
YTD % collected			97.6%	

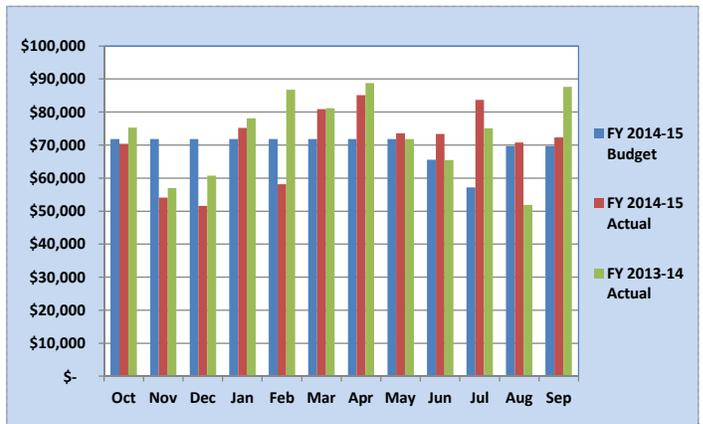


**Description:** Franchise fees are fees charged to specific industries conducting business within the Town. Utilities (electric, phone, gas and cable) that operate within the Town pay this fee for their use of the Town's right-of-way to run their utility lines. Franchise fee payments are based on a 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 September 30th totaled \$319,282; \$7,718 lower than projected for the period. Compared to last year revenue of \$331,464, this period's revenue represents a decrease of \$12,183. Electric franchise fees and franchise fees from communication did not meet period projections by approximately \$9,000 each. The unexpected increase in both cable and natural gas franchise revenue compensates this shortfall. However, it is important to note these are preliminary numbers as well. Because these franchise fees are paid to the Town on a quarterly basis, revenue from cable and communication utilities due in the quarter ending in September are collected well into the month of November.

**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	85,143	13,351
May	71,867	71,792	73,597	1,805
Jun	65,458	65,541	73,416	7,875
Jul	75,144	57,206	83,671	26,465
Aug	51,879	69,708	70,783	1,075
Sep	87,632	69,709	72,346	2,637
<b>TOTAL</b>	<b>\$ 879,837</b>	<b>\$ 836,500</b>	<b>\$ 849,336</b>	<b>\$ 12,836</b>
Budget	\$ 861,500		\$ 836,500	
Over/(under)	\$ 18,337		\$ 12,836	
YTD % collected			101.5%	



**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. Court fines and fees represent 23.1% of the total revenue projection for the General Fund and also represents the third largest source of revenue for the General Fund.

**Analysis:** Fines and forfeiture collections as of September 30th were \$849,336. A budget amendment was approved by Council during the month of June reducing the original budget projection from \$861,500 to \$836,500; a \$25,000 reduction. Fines and forfeiture revenue through the end of September met fiscal year 2014-2015 adjusted budget projections.

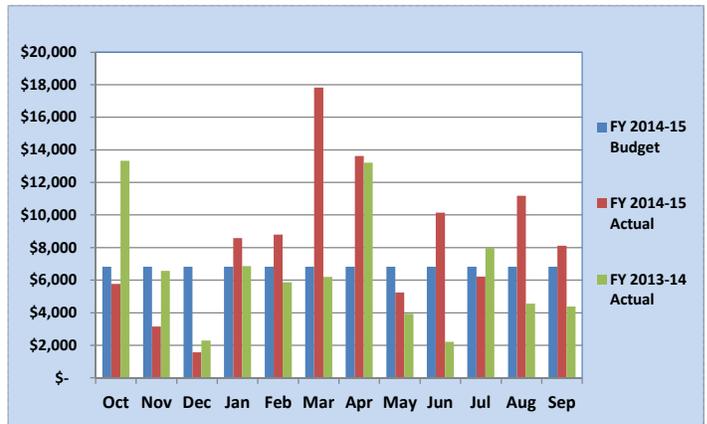
**TOWN OF PANTEGO, TEXAS**

**Notes to the Monthly Budget Variance Report - General Fund (continued)**

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**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	13,632	6,799
May	3,941	6,833	5,235	(1,598)
Jun	2,213	6,833	10,145	3,312
Jul	7,997	6,833	6,216	(617)
Aug	4,555	6,833	11,184	4,351
Sep	4,378	6,834	8,107	1,273
<b>TOTAL</b>	<b>\$ 77,419</b>	<b>\$ 82,000</b>	<b>\$ 100,212</b>	<b>\$ 18,212</b>
Budget	\$ 83,050		\$ 82,000	
Over/(under)	\$ (5,631)		\$ 18,212	
YTD % collected			122.2%	

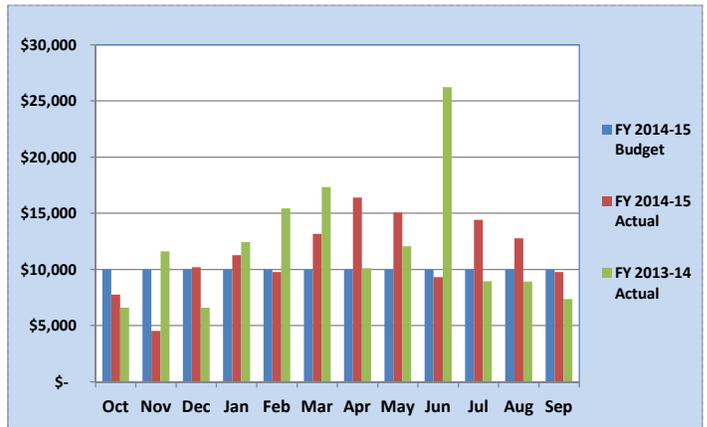


**Description:** Licenses and permits include revenue collected by the Town for services related to construction activity. It also includes project permits which cover all or partial construction (electrical, plumbing, mechanical, and certificate of occupancy fees), specific permits (fences, garage sale, 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. Compared to current year projections of \$82,000 through the end of September, revenue from licenses and permits are \$18,212 higher than projected for the period, and \$22,793 higher when compared to the prior fiscal year. This increase is due to an increase of revenue collections from liquor licenses, building permits and contractor registration fees.

**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	16,390	6,390
May	12,055	10,000	15,052	5,052
Jun	26,235	10,000	9,300	(700)
Jul	8,948	10,000	14,420	4,420
Aug	8,909	10,000	12,770	2,770
Sep	7,354	10,000	9,762	(238)
<b>TOTAL</b>	<b>\$ 143,553</b>	<b>\$ 120,000</b>	<b>\$ 134,355</b>	<b>\$ 14,355</b>
Budget	\$ 120,000		\$ 120,000	
Over/(under)	\$ 23,553		\$ 14,355	
YTD % collected			112.0%	



**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:** Ambulance revenue as of September 30th totaled \$134,355. Compared to last year revenue of \$143,553, current year revenue is \$9,198 lower. However, when compared to current year projections, ambulance revenue is \$14,355 higher than the \$120,000 projected for fiscal year 2014-2015.

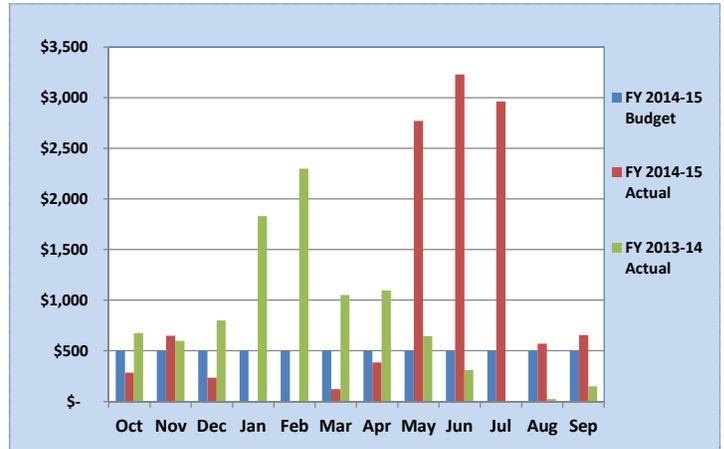
**TOWN OF PANTEGO, TEXAS**

**Notes to the Monthly Budget Variance Report - General Fund (continued)**

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**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	385	(115)
May	645	500	2,770	2,270
Jun	310	500	3,230	2,730
Jul	-	500	2,960	2,460
Aug	25	500	570	70
Sep	150	500	655	155
<b>TOTAL</b>	<b>\$ 9,480</b>	<b>\$ 6,000</b>	<b>\$ 11,860</b>	<b>\$ 5,860</b>
Budget	\$ 6,000		\$ 6,000	
Over/(under)	\$ 3,480		\$ 5,860	
YTD % collected			197.7%	

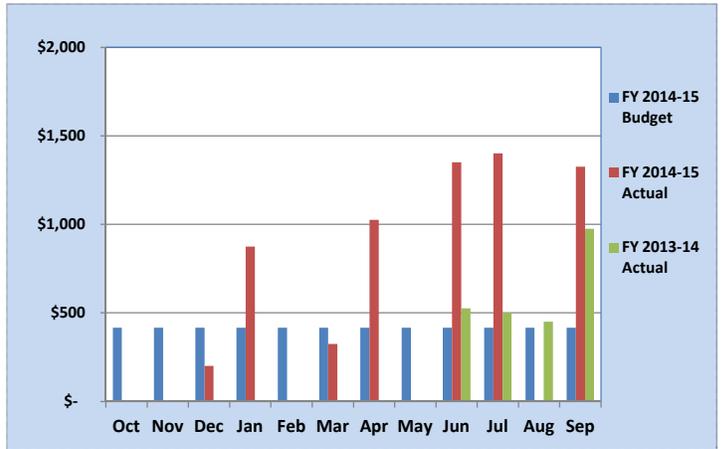


**Description:** This revenue is collected by the Fire department for fire safety inspections.

**Analysis:** Revenue from fire inspections through September 30th totaled \$11,860; \$5,860 higher the \$6,000 projected for the fiscal year. Compared to last year's revenue of \$9,480, current year fire inspections revenue increased by \$2,380. As of September 30th the receivable balance for fire inspections totaled \$2,665.

**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	\$ -	\$ 416	\$ -	\$ (416)
Nov	-	416	-	(416)
Dec	-	416	200	(216)
Jan	-	417	875	458
Feb	-	417	-	(417)
Mar	-	417	325	(92)
Apr	-	417	1,025	608
May	-	417	-	(417)
Jun	525	417	1,350	933
Jul	500	417	1,400	983
Aug	450	417	-	(417)
Sep	975	416	1,325	909
<b>TOTAL</b>	<b>\$ 2,450</b>	<b>\$ 5,000</b>	<b>\$ 6,500</b>	<b>1,500</b>
Budget	\$ -		\$ 5,000	
Over/(under)	\$ 2,450		\$ 1,500	
YTD % collected			130.0%	



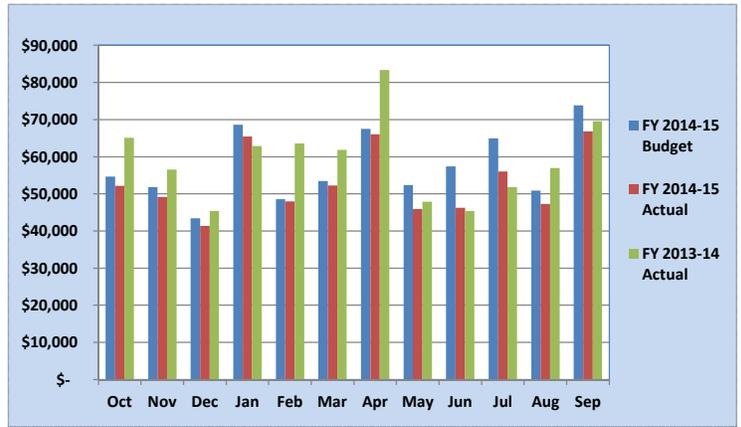
**Description:** Town Council approved an ordinance allowing the Police department to impound vehicles whose drivers failed to provide proof of liability insurance. An administrative fee of \$25 per vehicle was authorized to be assessed to the owner of such vehicle. The Town currently holds a contract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

**Analysis:** A budget amendment was approved by the Town Council in June that reduced this revenue source from the original budget of \$20,000 to \$5,000. As of September 30th, the Town met and surpassed the adjusted year-end projection by \$1,500.

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of September 30, 2015 (YEAR-END PRELIMINARY)**

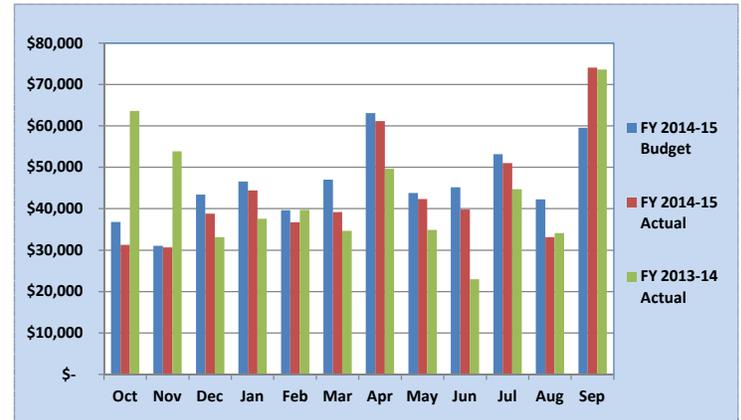
**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**  
**General and Administrative**

MONTH	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	67,526	66,069	1,457
May	47,893	52,310	45,922	6,388
Jun	45,395	57,411	46,213	11,198
Jul	51,852	64,903	55,990	8,913
Aug	56,952	50,913	47,263	3,650
Sep	69,563	73,803	66,821	6,982
<b>TOTAL</b>	<b>\$ 710,321</b>	<b>\$ 687,445</b>	<b>\$ 636,588</b>	<b>\$ 50,857</b>
Budget	\$ 741,782		\$ 687,445	
Over/(under)	\$ (31,461)		\$ (50,857)	
YTD% expensed			92.6%	



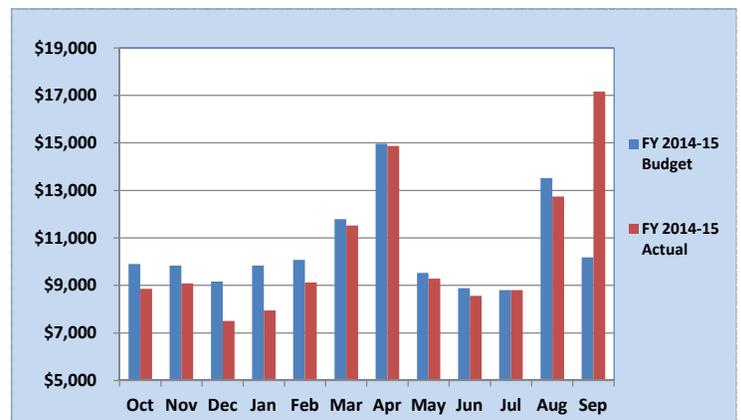
**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**  
**Public Works**

MONTH	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	63,076	61,117	1,959
May	34,861	43,795	42,336	1,458
Jun	22,998	45,140	39,827	5,313
Jul	44,721	53,128	51,026	2,101
Aug	34,085	42,237	33,125	9,112
Sep	73,599	59,518	74,031	(14,513)
<b>TOTAL</b>	<b>\$ 522,488</b>	<b>\$ 551,401</b>	<b>\$ 522,559</b>	<b>\$ 28,843</b>
Budget	\$ 581,228		\$ 551,401	
Over/(under)	\$ (58,740)		\$ (28,842)	
YTD% expensed			94.8%	



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

MONTH	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	11,525	264
Apr	-	14,967	14,873	94
May	-	9,523	9,284	238
Jun	-	8,884	8,561	323
Jul	-	8,808	8,797	12
Aug	-	13,525	12,742	784
Sep	-	10,186	17,170	(6,984)
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 126,496</b>	<b>\$ 125,482</b>	<b>\$ 1,014</b>
Budget			\$ 126,496	
Over/(under)			\$ (1,014)	
YTD% expensed			99.2%	

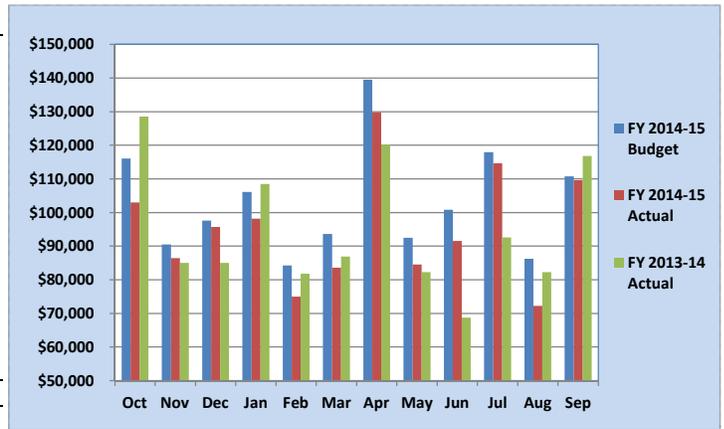


**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**

**Police Department**

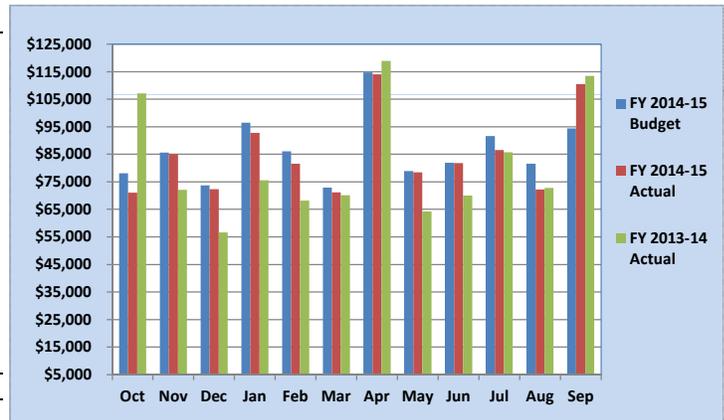
MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 128,523	\$ 116,033	\$ 103,027	\$ 13,006
Nov	85,023	90,549	86,444	4,105
Dec	84,987	97,580	95,726	1,855
Jan	108,468	106,129	98,220	7,909
Feb	81,808	84,230	74,966	9,264
Mar	86,915	93,606	83,633	9,972
Apr	120,201	139,490	129,811	9,679
May	82,306	92,453	84,524	7,929
Jun	68,698	100,811	91,572	9,239
Jul	92,592	117,956	114,670	3,285
Aug	82,303	86,289	72,290	13,999
Sep	116,816	110,782	109,665	1,116
<b>TOTAL</b>	<b>\$ 1,138,640</b>	<b>\$ 1,235,908</b>	<b>\$ 1,144,549</b>	<b>\$ 91,359</b>
Budget	\$ 1,199,054		\$ 1,235,908	
Over/(under)	\$ (60,414)		\$ (91,359)	
YTD% expensed			92.6%	



**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**

**Fire Department**

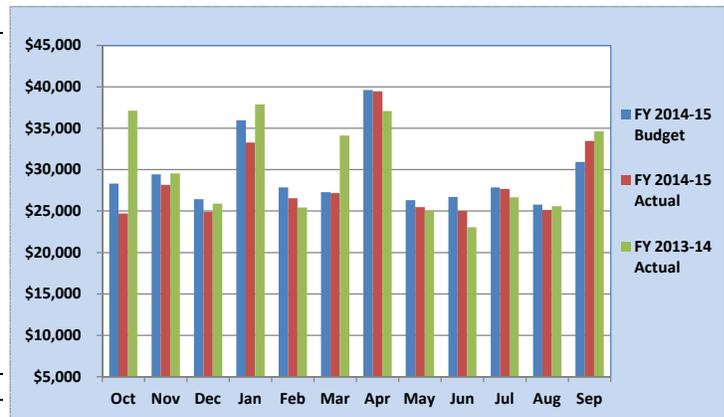
MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 107,084	\$ 78,136	\$ 71,099	\$ 7,037
Nov	72,154	85,601	85,089	512
Dec	56,611	73,773	72,301	1,472
Jan	75,569	96,470	92,841	3,629
Feb	68,184	86,138	81,581	4,557
Mar	70,148	72,944	71,192	1,752
Apr	118,947	114,709	114,096	613
May	64,192	78,976	78,512	465
Jun	70,073	81,922	81,766	157
Jul	85,700	91,630	86,521	5,109
Aug	72,740	81,631	72,177	9,454
Sep	113,418	94,356	110,416	(16,060)
<b>TOTAL</b>	<b>\$ 974,820</b>	<b>\$ 1,036,287</b>	<b>\$ 1,017,591</b>	<b>\$ 18,696</b>
Budget	\$ 970,290		\$ 1,036,287	
Over/(under)	\$ 4,530		\$ (18,696)	
YTD% expensed			98.2%	



**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	39,591	39,444	147
May	25,026	26,321	25,462	859
Jun	23,054	26,724	25,003	1,721
Jul	26,663	27,840	27,658	182
Aug	25,604	25,782	25,128	654
Sep	34,597	30,939	33,452	(2,513)
<b>TOTAL</b>	<b>\$ 362,011</b>	<b>\$ 352,439</b>	<b>\$ 340,956</b>	<b>\$ 11,482</b>
Budget	\$ 371,232		\$ 352,441	
Over/(under)	\$ (9,221)		\$ (11,485)	
YTD% expensed			96.7%	



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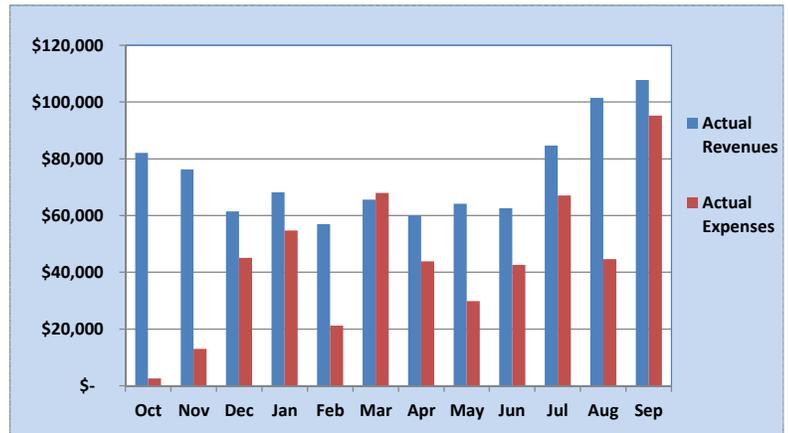
**TOWN OF PANTEGO, TEXAS**

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

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**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	65,638	67,979	(2,341)
Apr	60,005	43,834	16,171
May	64,106	29,892	34,214
Jun	62,625	42,617	20,008
Jul	84,629	67,079	17,550
Aug	101,443	44,586	56,857
Sep	107,791	95,155	12,636
<b>TOTAL</b>	<b>\$ 891,251</b>	<b>\$ 527,694</b>	<b>\$ 363,557</b>
<i>Budget</i>	<i>\$ 874,700</i>	<i>\$ 697,453</i>	
<i>Over/(under)</i>	<i>\$ 16,551</i>	<i>\$ (169,759)</i>	
<i>YTD % collected &amp; expensed</i>	<i>101.9%</i>	<i>75.7%</i>	



**Revenues:**

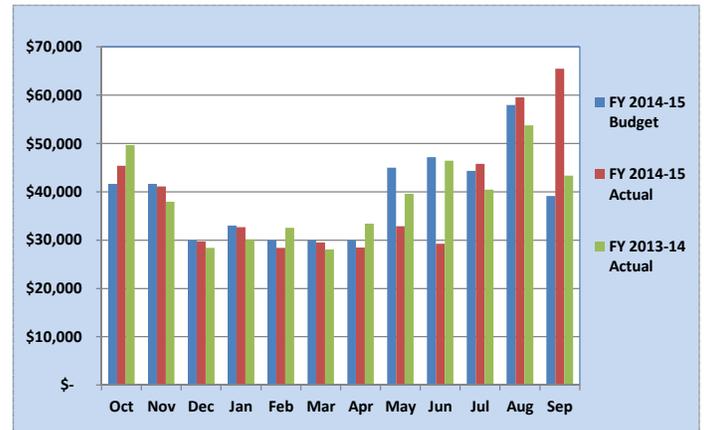
Revenues include collections from the sale of water, sewer service charge, late fees, admin service fees, interest earnings and other revenue. The Infrastructure Improvement fee is accounted for separately and therefore not included in this analysis. As of September 30th, Water and Sewer Operating fund revenues totaled \$891,251. Compared to last year, revenues for the same period totaled \$887,912; about \$3,338 lower than the current fiscal year. Overall, current period projections from water and sewer revenue operations through the end of September were met by \$16,551.

**Expenses:**

Expenses through September 30th totaled \$527,694; approximately \$59,459 higher than last year's expenses of \$468,235. The difference is attributable to the budgeted maintenance, repairs and capital purchases that occurred during fiscal year 2014-2015. When compared to period projections, expenses are \$169,759 lower than projected.

**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	30,000	28,462	(1,538)
May	39,571	45,000	32,892	(12,108)
Jun	46,465	47,167	29,263	(17,904)
Jul	40,468	44,333	45,815	1,482
Aug	53,787	58,000	59,551	1,551
Sep	43,337	39,167	65,485	26,319
<b>TOTAL</b>	<b>\$ 463,881</b>	<b>\$ 470,000</b>	<b>\$ 468,290</b>	<b>\$ (1,710)</b>
<i>Budget</i>	<i>\$ 520,000</i>		<i>\$ 470,000</i>	
<i>Over/(under)</i>	<i>\$ (56,119)</i>		<i>\$ (1,710)</i>	
<i>YTD % collected</i>				<i>99.6%</i>



**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:** A budget amendment adjusting water sales by \$30,000 was approved by the Town Council in June. The budget was reduced from the original budget of \$500,000 to \$470,000. Through the end of September, revenue from the sale of water is under this amended budget projection by \$1,710.

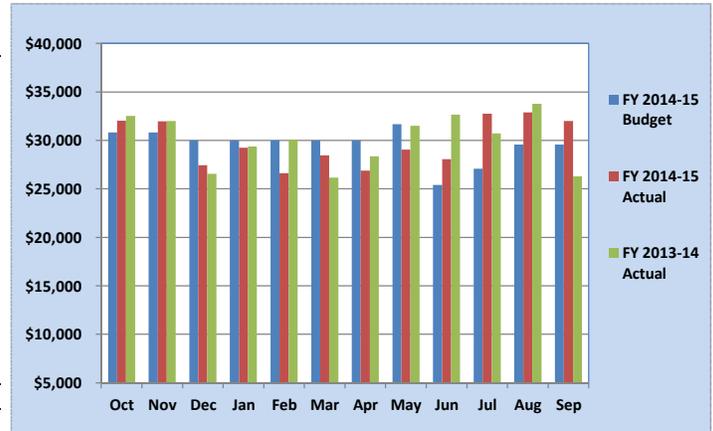
**TOWN OF PANTEGO, TEXAS**

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

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

**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	30,000	26,888	(3,112)
May	31,502	31,667	29,037	(2,630)
Jun	32,659	25,418	28,056	2,638
Jul	30,709	27,083	32,764	5,681
Aug	33,786	29,583	32,897	3,314
Sep	26,299	29,583	32,021	2,438
<b>TOTAL</b>	<b>\$ 360,099</b>	<b>\$ 355,000</b>	<b>\$ 357,436</b>	<b>\$ 2,436</b>
Budget	\$ 375,000		\$ 355,000	
Over/(under)	\$ (14,901)		\$ 2,436	
YTD % collected			100.7%	

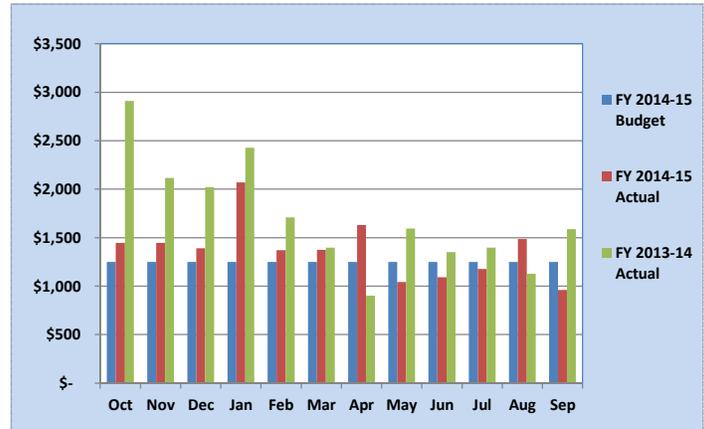


**Description:** Utility customer service bills and collects revenue from the disposal of sewer discharge for residential, commercial and mobile dwellings. The Town of Pantego has contracts with the City of Fort Worth and the City of Arlington for the treatment of wastewater. These contracts require 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 the end of September met fiscal year 2014-2015 projections by \$2,436. A budget amendment was approved by Council during the month of June reducing sewer charge revenue projections from the original budget of \$370,000 to \$355,000.

**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	1,631	381
May	1,596	1,250	1,044	(206)
Jun	1,352	1,250	1,091	(159)
Jul	1,397	1,250	1,178	(72)
Aug	1,127	1,250	1,487	237
Sep	1,589	1,250	960	(290)
<b>TOTAL</b>	<b>\$ 20,545</b>	<b>\$ 15,000</b>	<b>\$ 16,492</b>	<b>\$ 1,492</b>
Budget	\$ 15,000		\$ 15,000	
Over/(under)	\$ 5,545		\$ 1,492	
YTD % collected			109.9%	



**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 September was \$1,492 higher than projected. However, compared to last year's actual revenue from late payments fees of \$20,545, collections this year for the same period were \$4,053 lower.

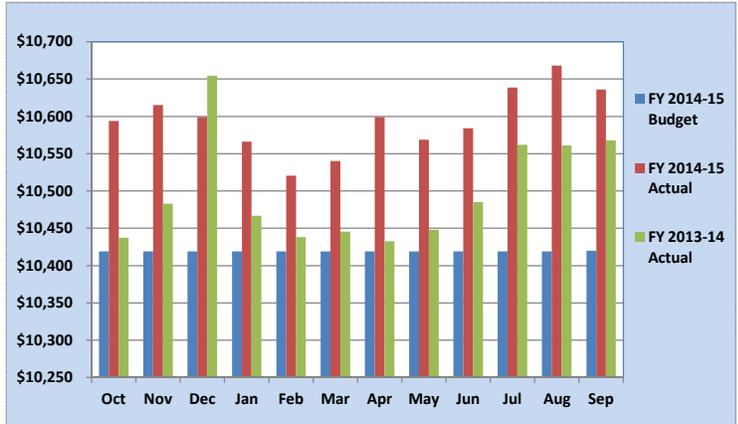
TOWN OF PANTEGO, TEXAS

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

As of September 30, 2015 (YEAR-END PRELIMINARY)

**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	10,540	121
Apr	10,433	10,419	10,599	180
May	10,448	10,419	10,569	150
Jun	10,485	10,419	10,584	165
Jul	10,562	10,419	10,639	220
Aug	10,561	10,419	10,668	249
Sep	10,568	10,420	10,636	216
<b>TOTAL</b>	<b>\$ 125,982</b>	<b>\$ 125,029</b>	<b>\$ 127,130</b>	<b>\$ 2,101</b>
Budget	\$ 130,700		\$ 125,029	
Over/(under)	\$ (4,718)		\$ 2,101	
YTD % collected			101.7%	



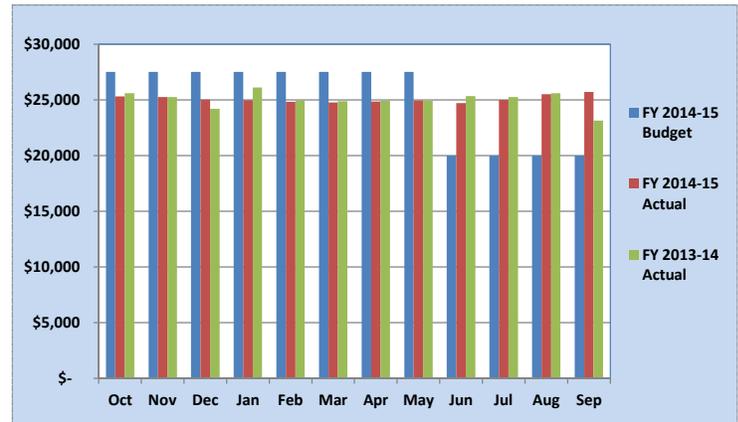
**Garbage & Recycling Fees**

**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 to the Town.

**Analysis:** Garbage and recycling revenue collections through September 30th exceeded projections by \$2,101. Compared to last year's revenue of \$125,982, actual collections this year of \$127,130 reflect an increase of \$1,148. Even though the number of garbage and recycling accounts remain almost unchanged, the cost of the garbage and recycling services to the Town 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	24,847	(2,653)
May	24,915	27,500	24,936	(2,564)
Jun	25,322	20,000	24,715	4,715
Jul	25,252	20,000	25,001	5,001
Aug	25,594	20,000	25,494	5,494
Sep	23,147	20,000	25,709	5,709
<b>TOTAL</b>	<b>\$ 300,113</b>	<b>\$ 300,000</b>	<b>\$ 300,813</b>	<b>\$ 813</b>
Budget	\$ 330,000		\$ 300,000	
Over/(under)	\$ (29,887)		\$ 813	
YTD % collected			100.3%	



**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 in 2011.

**Analysis:** The budget was amended in the month of June to reflect an anticipated revenue of \$300,000; \$30,000 less than the adopted budget amount of \$330,000. As of September 30th, the budget was met by \$813.

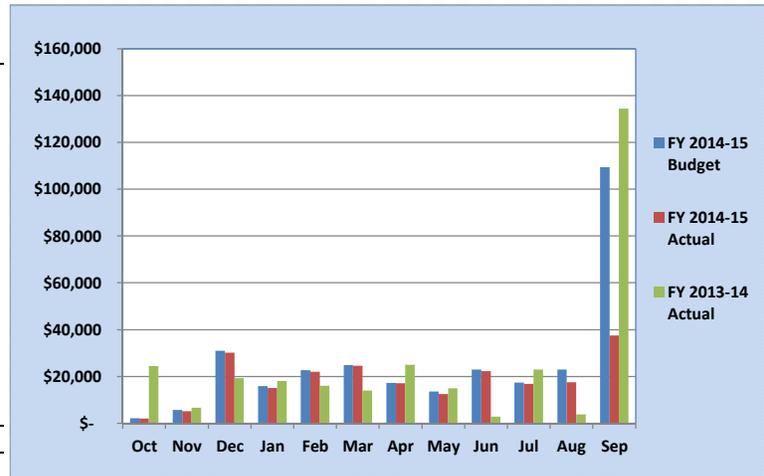
**TOWN OF PANTEGO, TEXAS**

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

**As of September 30, 2015 (YEAR-END PRELIMINARY)**

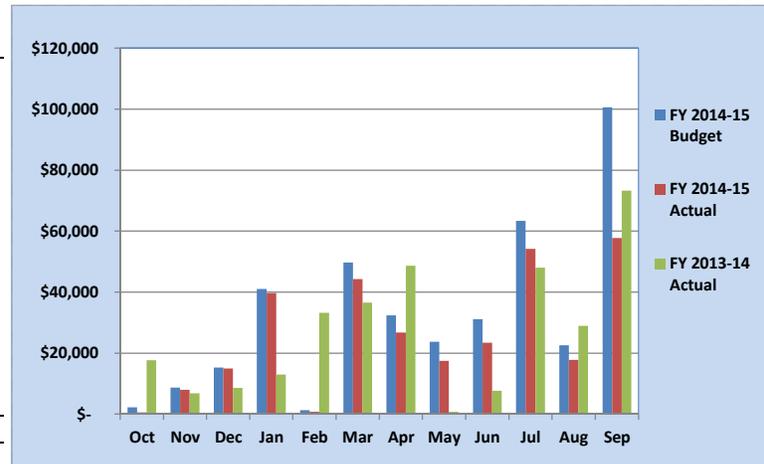
**EXPENSE ANALYSIS BY FUNCTION - Water and Sewer Operating Fund  
Water Department**

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	21,919	784
Mar	13,888	24,789	24,528	261
Apr	24,953	17,180	17,056	124
May	14,864	13,595	12,427	1,167
Jun	2,849	22,877	22,224	653
Jul	22,989	17,410	16,837	573
Aug	3,753	22,869	17,544	5,325
Sep	134,477	109,483	37,443	72,040
<b>TOTAL</b>	<b>\$ 301,935</b>	<b>\$ 305,469</b>	<b>\$ 222,174</b>	<b>\$ 83,294</b>
<i>Budget</i>	<i>\$ 292,887</i>		<i>\$ 305,469</i>	
<i>Over/(under)</i>	<i>\$ 9,048</i>		<i>\$ (83,295)</i>	
<i>YTD% expensed</i>			<i>72.7%</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	49,679	44,250	5,429
Apr	48,641	32,378	26,778	5,600
May	780	23,679	17,465	6,214
Jun	7,698	31,104	23,441	7,662
Jul	48,002	63,354	54,158	9,196
Aug	28,949	22,624	17,789	4,835
Sep	73,237	100,644	57,712	42,932
<b>TOTAL</b>	<b>\$ 323,094</b>	<b>\$ 391,984</b>	<b>\$ 305,520</b>	<b>\$ 86,463</b>
<i>Budget</i>	<i>\$ 331,605</i>		<i>\$ 391,984</i>	
<i>Over/(under)</i>	<i>\$ (8,511)</i>		<i>\$ (86,464)</i>	
<i>YTD% expensed</i>			<i>77.9%</i>	





TOWN OF PANTEGO, TEXAS  
Budget Summary of All Funds

As of September 30, 2015 (YEAR-END PRELIMINARY)

FISCAL YEAR 2014-2015  
SUMMARY OF ALL BUDGETED FUNDS

	ADOPTED BUDGET	AMENDED BUDGET	YTD Actual	Variance Favorable (Unfavorable)	Percent Collected/ Expensed
<b>REVENUES:</b>					
General Fund	\$ 3,732,484	\$ 3,707,484	\$ 3,862,122	\$ 154,638	104.2%
Debt Service Fund	90,725	90,725	85,182	(5,543)	93.9%
Shamburger Fund	100	100	138	38	137.6%
Cartwright Fund	-	-	-	-	NA
Court Security Fund	15,000	15,000	13,490	(1,510)	89.9%
Court Technology Fund	32,000	32,000	34,289	2,289	107.2%
PantegoFest Fund	-	58,500	36,510	(21,990)	62.4%
Street Improvement Fund	260,332	260,332	293,381	33,049	112.7%
Park Row Fund	260,000	260,000	-	(260,000)	0.0%
Capital/Equipment Replac Fund	73,870	-	13,112	13,112	NA
Water/Sewer Operating	919,700	874,700	891,251	16,551	101.9%
Water/Sewer Construction	-	-	-	-	NA
Water/Sewer Infrastructure	330,000	300,000	300,813	813	100.3%
<b>Total Revenues before Transfers</b>	<b>\$ 5,714,211</b>	<b>\$ 5,598,841</b>	<b>\$ 5,530,287</b>	<b>\$ (68,554)</b>	<b>96.8%</b>
<b>EXPENSES:</b>					
General Fund	\$ 4,034,978	\$ 4,009,978	\$ 3,807,587	\$ 202,391	95.0%
Debt Service Fund	87,475	87,475	87,729	(254)	100.3%
Shamburger Fund	1,200	1,200	1,495	(295)	124.6%
Cartwright Fund	3,500	3,500	3,473	27	99.2%
Court Security Fund	2,773	2,773	2,698	75	97.3%
Court Technology Fund	13,175	13,175	16,758	(3,583)	127.2%
PantegoFest Fund	-	76,374	58,835	17,539	77.0%
Street Improvement Fund	446,000	250,000	10,614	239,386	4.2%
Park Row Fund	1,767,000	917,000	637,011	279,989	69.5%
Capital/Equipment Replac Fund	299,078	435,316	413,876	21,440	95.1%
Water/Sewer Operating	697,453	697,453	527,694	169,759	75.7%
Sewer Construction	368,800	170,591	23,375	147,216	13.7%
Water Infrastructure	229,000	340,550	59,998	280,552	17.6%
<b>Total Expenses before Transfers</b>	<b>\$ 7,950,432</b>	<b>\$ 7,005,385</b>	<b>\$ 5,651,144</b>	<b>\$ 1,354,241</b>	<b>80.7%</b>

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Town of Pantego, Texas  
General Fund  
Schedule of Revenues, Expenditures and Changes in Fund Balance  
**PRELIMINARY - Budgetary Comparison Schedule**  
For the Year Ended September 30, 2015

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
<b>REVENUES</b>				
Taxes:				
Property	\$ 967,000	\$ 967,000	\$ 943,018	\$ (23,982)
Sales	1,298,409	1,313,409	1,463,465	150,056
Mixed Beverage Sales	14,000	14,000	11,860	(2,140)
Franchise	327,000	327,000	319,282	(7,718)
Fines and forfeitures	861,500	836,500	849,336	12,836
Licenses and permits	82,000	82,000	100,212	18,212
Ambulance service	120,000	120,000	134,355	14,355
Investment earnings	5,500	5,500	3,420	(2,080)
Fire Inspections	6,000	6,000	11,860	5,860
No Insurance Towing Fees	20,000	5,000	6,500	1,500
Miscellaneous	31,075	31,075	18,815	(12,260)
Total revenues	<u>3,732,484</u>	<u>3,707,484</u>	<u>3,862,122</u>	<u>154,638</u>
<b>EXPENDITURES</b>				
Current:				
General and administrative	687,445	687,445	636,587	50,858
Public works	551,401	551,401	522,559	28,842
Community Development	126,496	126,496	125,482	1,014
Police	1,275,908	1,235,908	1,144,549	91,359
Fire	1,021,287	1,036,287	1,017,591	18,696
Municipal court	352,439	352,439	340,956	11,483
Other	20,000	20,000	19,863	137
Total expenditures	<u>4,034,976</u>	<u>4,009,976</u>	<u>3,807,587</u>	<u>202,389</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(302,492)</u>	<u>(302,492)</u>	<u>54,535</u>	<u>357,027</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	536,724	536,724	536,724	-
Transfers out	(225,208)	(225,208)	(225,208)	-
Total other financing sources (uses)	<u>311,516</u>	<u>311,516</u>	<u>311,516</u>	<u>-</u>
<b>Change in FB BEFORE Appropriations</b>	<u>9,024</u>	<u>9,024</u>	<u>366,051</u>	<u>357,027</u>
Less: Appropriation of Fund Balance:				
Fire - Ambulance Remount	-	89,458	89,458	-
Fire - Breathing Apparatuses	-	70,550	70,550	-
Nolan Property - Motorola Lease	-	50,100	50,100	-
Total Appropriation of Fund Balance	<u>-</u>	<u>210,108</u>	<u>210,108</u>	<u>-</u>
<b>Change in FB AFTER Appropriations</b>	<u>9,024</u>	<u>(201,084)</u>	<u>155,943</u>	<u>357,027</u>
<b>Fund Balance - beginning</b>	2,122,794	2,122,794	2,122,794	-
<b>Fund Balance - ending</b>	<u>\$ 2,131,818</u>	<u>\$ 1,921,710</u>	<u>\$ 2,278,737</u>	<u>\$ 357,027</u>

**Town of Pantego, Texas**  
**Water and Sewer Operating Fund**  
**Schedule of Revenues, Expenses and Changes in Unrestricted Net Position**  
**PRELIMINARY - Budgetary Comparison Schedule**  
**For the Year Ended September 30, 2015**

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
<b>REVENUES</b>				
Water Sales	\$ 500,000	\$ 470,000	\$ 468,290	\$ (1,710)
Sewer Service Charge	370,000	355,000	357,436	2,436
Groundwater Conservation Fee	-	-	5,961	5,961
Groundwater Conservation Fee-Recovery	-	-	5,961	5,961
Garbage & Recycling	125,029	125,029	127,130	2,101
Garbage & Recycling Payable	(125,029)	(125,029)	(127,130)	(2,101)
Late Payment Fees	15,000	15,000	16,492	1,492
Miscellaneous	34,700	34,700	37,112	2,412
Total revenues	<u>919,700</u>	<u>874,700</u>	<u>891,251</u>	<u>16,551</u>
<b>EXPENSES</b>				
Contractual Agreements	373,000	377,399	329,563	47,836
Supplies and Maintenance	75,995	75,995	52,690	23,305
Utilities & Gasoline	155,800	155,800	111,465	44,335
Training/Dues/Miscellaneous	8,038	8,038	5,777	2,261
Capital	84,620	80,221	28,199	52,022
Total expenses	<u>697,453</u>	<u>697,453</u>	<u>527,694</u>	<u>169,759</u>
Excess (deficiency) of revenues over (under) expenses	<u>222,247</u>	<u>177,247</u>	<u>363,558</u>	<u>186,311</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	(561,626)	(561,626)	(561,626)	-
Total other financing sources (uses)	<u>(561,626)</u>	<u>(561,626)</u>	<u>(561,626)</u>	<u>-</u>
<b>Change in Unrestricted Net Position</b>	(339,379)	(384,379)	(198,068)	186,311
<b>Unrestricted Net Position - beginning</b>	1,085,092	1,085,092	1,085,092	-
<b>Unrestricted Net Position - ending</b>	<u>745,713</u>	<u>700,713</u>	<u>887,024</u>	<u>186,311</u>



# PANTEGO PUBLIC SAFETY



## **PUBLIC SAFETY MONTHLY ACTIVITY SUMMARY- September 2015**

### **Personnel**

Success has been reached in finding two recruits for the position of police officer. Both individuals are currently non-police certified and will be placed through the academy at the North Central Texas Council of Governments (COG). It is expected that they will begin the academy on October 12th and complete it in March. Afterwards they will complete the department's 12 week field training before being released to function as independent officers. These two individuals will be the second and third non-police recruits in the department's history that is being sent to the academy for state certification and may be the start of a new trend of recruiting non-police certified recruits.

A candidate for the position of dispatcher has also been determined and is in the process of completing the employment evaluation process. It is expected that she will begin on October 12th.

### **Operational Issues**

#### **Fire Department**

Quint-1 was taken to Siddons Martin for repair and should be back in service in 2-3 weeks.

#### **Police Department**

The Pantego COPS for Kids program was successful at collecting numerous school supplies. Those supplies were taken to Swift Elementary on S. Fielder Rd. in Arlington.

### **Training**

#### **Police Department**

All Police Officers were re-certified in the use of Taser. This re-certifications training is conducted annually.

Assistant Chief Reeves and Officer Stephen Meinke will be competing in the Spokes 4 Hope Police Motorcycle Training Competition, hosted by Southlake, Keller, Watauga and Fort Worth Police Department's. This competition will be held on October 23<sup>rd</sup> and 24<sup>th</sup> in the parking lot of Cabela's, located in far north Ft. Worth off of I-35.

#### **Fire Department**

B-shift participated in vehicle extrication training at Cowboy's Towing. PHI Air Medical also participated in the training.

All shifts completed EMS training through Tarrant County College.

### **Public Relations**

Once again the Fire Department collected money for MDA's Fill-the-Boot campaign. This year firefighters

were able to collect \$5,955, which will be given to MDA in the near future. Colonial Savings contributed their assistance by counting all of the money that was collected. The Fire Department has begun selling customized shirts for Breast Cancer Awareness. Approximately \$2,400 worth was sold at Pantego Fest. Shirt sells will continue through October.

A handwritten signature in blue ink that reads "Thomas D. Griffith". The signature is written in a cursive style with a large initial 'T' and 'D'.

Thomas D. Griffith Chief of  
Public Safety

# PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

September, 2015

## Citations/Traffic Stops

<b>Officer</b>	<b>Citations</b>	<b>Traffic Stops</b>	<b>Citations YTD</b>
Griffith	0	0	6
Reeves	3	3	43
Moore	65	59	749
Bruton	23	38	594
Hubbell	91	82	766
Meinke	198	170	912
Marquez	36	33	190
Open Position			
Bonner	100	134	369
Watson	77	44	856
Open Position	36	49	388
Whitwell	0	0	0
Ex-Officers			877
<b>TOTALS</b>	<b>629</b>	<b>612</b>	<b>5,451</b>
<b><u>Vehicle Crashes</u></b>			
<b>Crash Type</b>	<b>Quantity.</b>		<b>YTD</b>
<b>Minor</b>	11		60
<b>Major</b>	3		24
<b>Hit &amp; Run</b>	6		16
<b>TOTALS</b>	20		100
<b>Crashes reported to State</b>	5		42

## Incident Activity

<b>Officer</b>	<b>Total Calls</b>	<b>Dispatch</b>	<b>Self- Initiated</b>	<b>Arrests</b>	<b>Ytd/ arrests</b>
400 Griffith	9	7	2	0	0
600 Reeves	30	12	18	1	7
610 Whitwell	28	11	17	0	1
620 Moore	238	34	204	12	130
602 Bruton	244	35	209	9	87
603 Hubbell	373	36	337	14	55
604 Meinke	257	42	215	5	65

# PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

605	Marquez	191	42	149	5	44
606	Open Pos.					
607	Bonner	309	50	259	6	44
608	Watson	213	70	143	6	74
609	Open Pos.					0
710	Alexander				8	42
711	Hopkins				0	23
Ex-Officers						236
<b>Totals</b>		<b>1,792</b>	<b>339</b>	<b>1,553</b>	<b>66</b>	<b>803</b>

**Average     3:03**  
**Response**  
**Time**

Respectfully,



Barry Reeves  
Assistant Chief of Police

# PANTEGO POLICE DEPARTMENT CRIMINAL INVESTIGATIONS REPORT



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

<b>Offenses Received</b>	<b>Quan.</b>	<b>YTD</b>
Assault	1	9
Assault Family Violence	1	3
Burglary/Building	2	9
Burglary/Coin-op	0	1
Burglary/Vehicle	29	51
Burglary/Residence	1	6
Manufacture and Delivery	0	3
Criminal Mischief	1	19
DWI	3	50
DWLI	0	2
Evading or Resisting Arrest/Detention	1	4
Failure to ID	4	22
Fraud	2	24
Graffiti	0	0
Poss. Controlled Subst.	6	46
Poss. Marijuana	8	71
Robbery	0	0
Theft	3	65
Theft of Motor Vehicle	0	4
Other	5	38
<b>Total Received</b>	<b>67</b>	<b>427</b>

<b>Case Dispositions of Above Totals</b>	<b>Month</b>	<b>YTD</b>
Cases Active	39	164
Cases Cleared	28	258
Cleared Cases Filed with DA	14	131
Cases Suspended-Pending Leads	0	5

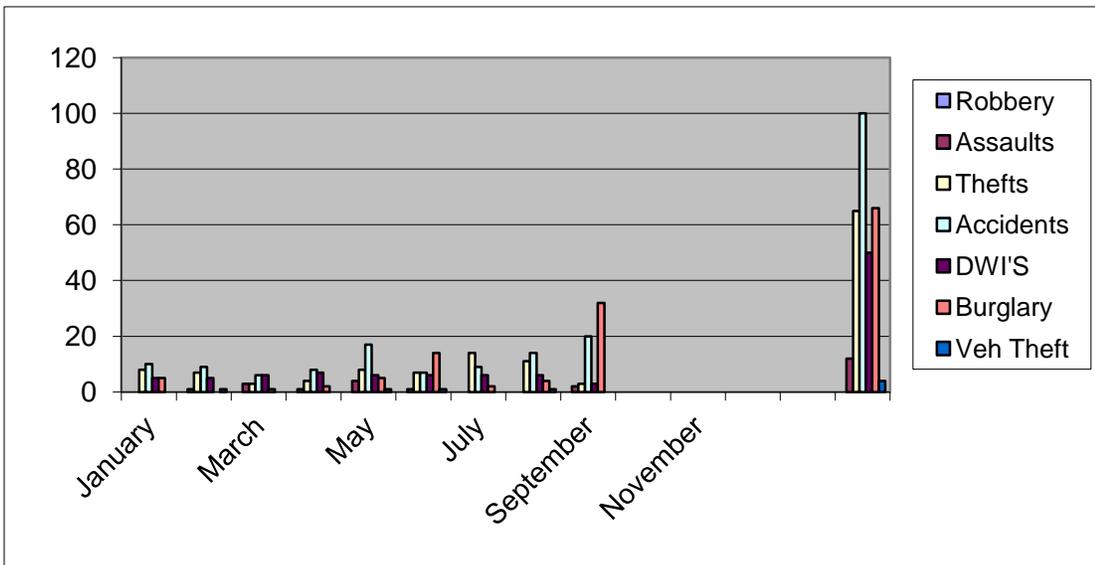
<b>Cases Filed with DA from Previous Report Periods</b>	3	43
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Respectfully submitted,

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	0	1	4	8	7	2	0
May	0	4	8	17	6	5	1
June	0	1	7	7	6	14	1
July	0	0	14	9	6	2	0
August	0	0	11	14	6	4	1
September	0	2	3	20	3	32	0
October							
November							
December							
Totals	0	12	65	100	50	66	4



PANTEGO FIRE RESCUE							
MONTHLY ACTIVITY SUMMARY							
30-Sep-15							
							
FIRE RESPONSES		PANTEGO			AFD		
		MONTH	15 YTD	14 YTD	MONTH	15 YTD	14 YTD
TYPE OF INCIDENT							
<b>Fire</b>							
Structure			1	1	1	8	5
Outside						1	2
Natural Vegetation Fire			1	4		1	2
Vehicle		1	1	1		1	2
Trash			1	1		1	
Cooking Fire, Contained to container							
Fire Other			1			3	
<b>Hazardous Condition</b>							
Arcing - Shorted Electrical Equip.			1			3	2
Equip. Malfunction			2			1	
Power Lines		1	3	3		5	1
Hazmat							
Hazardous Condition, Other		1	7	2	1	8	4
Heat From Short Circuit, Wiring				1		1	1
Overheated Motor						2	
Gas/Fuel Spill				1			
Natural Gas Leak			3	3	1	3	1
Chemical Spill or Leak							
Carbon Monoxide							
<b>Service Call</b>		<b>3</b>	<b>20</b>		<b>1</b>	<b>7</b>	
Water or Steam Leak			5	1	1	4	1
Assist Invalid		6	42	37		7	3
Unauthorized Burning						3	2
Rescue			1			2	
Utilities							
Smoke Removal				1			3
Person in Distress, Other			14	2		1	1
Service Call, Other		1	11	9	1	5	3
Lock Out			3	2	1	5	1
Animal Rescue			1			1	
Ring or jewelry removal							
Asst. PD		2	17	6			1
<b>Good Intent Call</b>							
Good Intent Call Other		2	35	23	5	67	41
Dispatched & Cancelled En Route				7		17	26
Wrong Location							
No Incident Found On Arrival		1	3	4	1	4	5
Investigation							
Cancelled On Scene					10	107	83
Smoke scare, Odor of smoke			2	1			
Hazmat Invest, No Hazmat							
<b>False Alarm &amp; False Call</b>							
Unintentional Transmission of Alarm			2			3	5

Smoke Detector Activation - No Fire		5	2	1	2	4	
Bomb Scare - No Bomb							
System Malfunction		1	4		1	3	
False Alarm or False Call, Other	2	8	6	3	19	12	
CO Detector Activation, Malfunction			1			2	
Sprinkler Activation, no fire							
<b>Special Incident Type</b>							
Citizen Complaint			1		1		
Special Incident Type, Other							
Mutual Aid			7				
<b>TOTAL FIRE INCIDENTS</b>	<b>20</b>	<b>192</b>	<b>152</b>	<b>27</b>	<b>334</b>	<b>104</b>	
<b>AVERAGE FIRE RESPONSE TIME - PANTEGO</b>		2.9					
<b>AVERAGE FIRE SCENE TIME - PANTEGO</b>		31.5					
<b>AVERAGE FIRE SCENE TIME - ARLINGTON</b>		16.3					









# **PUBLIC WORKS REPORT**

## **September 2015**

### **AMINISTRATIVE/PROJECTS/ENGINEERING**

- Wagonwheel Project – Contractor has installed 1200' of waste water line including 2 manholes and 2 access chambers and connected all 27 lateral connections
- Wagonwheel Project – Contractor has installed 1400' of water line, 3 hydrants
- Responded to 3 Irrigation concerns regarding work on wagon wheel utilities
- Park Row awaiting Final walk thru
- Awaiting TxDOT Permit for Pioneer West Water Crossover Project
- Completed pavement put-back for Complete Care Project

### **STREETS and DRAINAGE**

- Inspected and removed debris from creek channel and flumes
- Replaced 8' of sidewalk on Cresthaven
- Replaced batteries on school zone lights
- Retrieved signs knocked over by motorists
- Had TX DOT repair broken concrete on 303

### **TOWN FACILITIES**

- Daily general policing of the Town Hall building and surrounding area
- Changed light bulbs at town hall

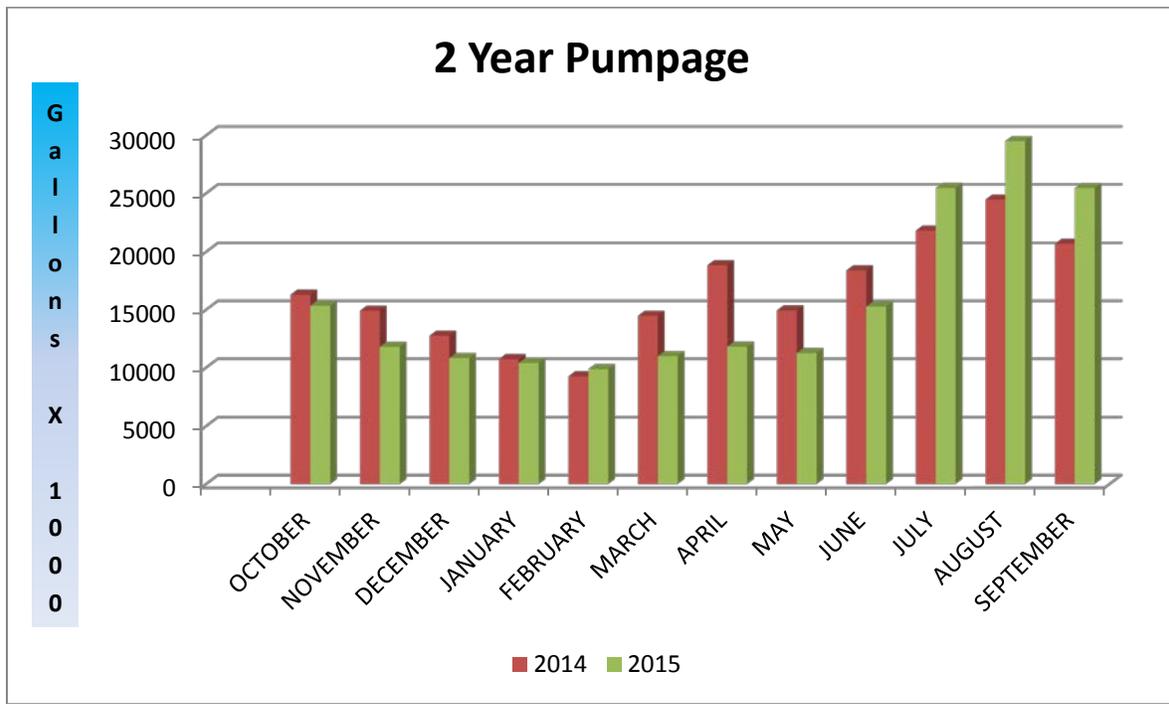


## PARK OPERATIONS

- Daily cleaning at the restrooms
- All sprinklers at park checked and repaired
- Basketball courts mowed, edged, and blown off
- Park mowed by Landtech Systems 2 times

## UTILITY BILLING

September Billing for 1,200 Accounts \$140,109.30	September Past Due Balances \$6,258.04
September Billing for Garbage \$7,779.27	September Billing for Recycling \$2,062.75





## **WATER: WELLS AND DISTRIBUTION**

- Total water production 25,453,000
- Average daily production 848,433
- 162 residual samples taken – average chlorine residual (.40)
- 3 total coliform / ecoli samples taken – all tests negative
- 1195 - meters read
- 20 - rereads
- 26 - dead end hydrants flushed
- (25) - work orders completed relating to water turn on and turn offs, meter replacements, etc
- Nora, 303, Lane well site mowed, edged, and blown
- (14) Cut off notices were issued
- (5) Cut off was performed
- (5) Painted hydrants
- (10) Painted valves
- (1) Work order for break/leaks reported
- Installed Hydrant and valve at 2400 W. Park Row
- Installed 2 Main line control valves
- Installed 2" meter at Liquor Depot
- (2) Installed ¾" meters
- (6) Customer Side leaks



## **WASTEWATER**

- Cleaned the Lift Station bar screen and bagged the solids (13) times for the month
- Lift Station was mowed, edged, and blown
- 4500 ft of sewer mainline cleaned
- (3) work orders for sewer complaint
- (2) Televised customer service
- (1) Televised main line

## **PUBLIC WORKS MAINTENANCE**

- Checked fluids and topped off fluids on work vehicles

## **ANIMAL SERVICES**

- (5) Picked up skunks and relocated
- (1) Dead animal picked up and disposed of
- Mosquito traps placed and recovered and taken to Tarrant County for Analysis (4) traps (1) time per week

## **EVENTS**

- Pantego Fest
- Movie night "Guardians of the Galaxy"



## **ADDITIONAL ITEMS**

- Public Works is temporarily assuming some responsibilities of the Community Development Director's duties until the position is filled
- Contracted out main break located at 2400 W. Pioneer behind Liquor Depot
- Fabricated brackets to hang Pantego Fest Banner
- Installed and removed Pantego Fest banner
- Lost pie eating contest to fire department.

## **PROJECT PHOTOS**

Complete Care Pavement





Liquor Depot Leak

Pantegofest Banner Going Up



Valves for Park Row N. Hydrant

New Hydrant Completed





Wagonwheel Waterline

Wagonwheel Sewer Line







Wagonwheel Sewer Services Going in at Residences'





ENVIRONMENTAL SERVICES

• **West Nile Testing**

	2600 Miller Lane	3613 Shady Valley Drive	Roaming #1	Roaming #2
9/2	18	0	10 (2705 Peachtree)	0 (1701 Silverleaf)
9/9	26	6	7 (1613 Robin)	50 (2704 Whispering Tr.)
9/16	26	15	9 (1620 Oakridge)	50 (10 Preston Trail Ct.)
9/23	37	50	34 (1603 Nora)	30 (1810 Stolper)
9/30	30	50	23 (1900 Melbourne)	15 (20 Doral Ct.)

**Mosquito Positive Samples**

Mosquito pools from Tarrant County have tested positive for WNV in 2015 from the following municipalities:

Arlington	41	Fort Worth	104	North Richland Hills	26
Azle	2	Grand Prairie	6	Pantego	9
Bedford	6	Grapevine	7	Richland Hills	12
Benbrook	10	Haltom City	5	River Oaks	10
Burleson	1	Hurst	10	Samson Park	8
Colleyville	10	Keller	1	Southlake	
Crowley	19	Kennedale	9	Watauga	4
Edgecliff Village	5	Lake Worth	15	Unincorporated	28
Eules	13	Mansfield	5		

**Human Positive Cases**

This season Tarrant County is monitoring for human cases of the following viruses:

- Dengue Virus (DENV) – 1 imported case
- Chikungunya Virus (CHIKV) – 2 imported cases
- St. Louis Encephalitis Virus (SLEV) - none
- West Nile Virus (WNV) – 23 cases (1 resulting in death)

PLANNING AND ZONING

• **Zoning Ordinance Update**

No meeting needed in September

CONSTRUCTION AND DEVELOPMENT

• **2305 West Park Row Drive**

Construction is ongoing for a 10,000 square foot building on the Westbury Square property. Interior build-out underway. Nearing completion.

- **1503 Nora Drive**

Construction is underway on the remodel of the existing two-story building at 1503 Nora Drive. Improvements include the enclosure of the area under the second story balcony, enclosure of the stairways and interior remodel. No estimate of completion date.

- **2306 Superior Drive**

Construction continues for the addition of a second floor showroom area at North Texas Carpet. No timetable for completion has been given.

- **Nora Drive Construction**

Construction is ongoing for a 3,083 square foot single-family residential building at 1704 Nora Drive.

- **2905 Mistletoe Court** – Plans for a single family residential structure have been submitted.

- **2704 Kidd** – Remodel of single family residential structure underway as a result of fire damage.

- **2612 Melbroune Ct.** – Solar panels permitted for installation.

## CERTIFICATES OF OCCUPANCY

### Issued

- Comfort Hand Healthcare Service –3630 W. Pioneer Pkwy, Ste. 202 – Healthcare
- Offner’s Automotive – 3619 Graves Blvd., Ste C-3 – Auto Repair
- Complete Emergency Care Arlington –1607 S. Bowen Rd. – Emergency Room
- Colors on Cabinets – 2211 Duluth Rd. – Cabinet Paint Shop
- Elite Auto Works – 2003 W. Pioneer Pkwy, Ste. B – Automotive Repair
- King of Kings Autopaint – 2103 W Pioneer Pkwy – Auto Paint
- Liberty Tax Service – 2424 W. Pioneer Pkwy – Tax Service
- James P. Roe – 2313 W. Pioneer Pkwy – CPA
- Dollar Tree – 2305 W. Park Row Dr. – Convenience Store
- Perna’s – 2304 W. Park Row Dr., Ste. 21 - Restaurant



MUNICIPAL COURT

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## Municipal Court Collections / September 2015

On-Time Citations

Fines- \$34,298.68  
Fees- \$18,273.80  
Total- \$52,572.48

Warrants

Fines- \$38,022.30  
Fees- \$14,864.00  
Total- \$52,886.30

Court Security Fund- \$1,178.00

Court Technology Fund- \$1,569.00

Accident Reports- \$25.00

Collection Fees- \$969.20

Gross Total Revenue- \$ 105,458.78  
Less State Fee's- \$ 33,137.80  
Net Revenue- \$ 72,320.98

Presented by: Thressa Householder



## WARRANT MONTHLY TOTALS FOR SEPTEMBER 2015

**TOTAL WARRANTS VALUE CLEARED**-----\$81,737.80

FYTD-----\$1,026,909.85

**TOTAL PAYMENTS COLLECTED**-----\$49,509.40

FYTD-----\$681,093.32

**TOTAL NON-CASH CLEARED**-----\$26,830.30

FYTD-----\$327,110.78

**WARRANT FEES COLLECTED**-----\$7191.32

FYTD-----\$106,519.11

**BONDS/FORFEITURES**-----\$0

<b>TOTAL PHONE CALLS</b> -----	<b>710</b> -276 OUT 179 IN	<b>711</b> - 433 OUT 138 IN	<b>Tot</b> - 709 <b>Tot</b> - 317
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<b>TOTAL POST CARDS</b> -----	<b>710</b> - 70	<b>711</b> - 58	<b>Tot</b> - 128
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**PERSONAL STOPS/ATTEMPS**----- 0

**CONTACTS**-----0

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

<b>ARRESTS</b> -----	<b>710</b> - 8	<b>711</b> - 0	<b>Tot</b> -8
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<b>PAY PLANS</b> -----	<b>710</b> - 13	<b>711</b> - 24	<b>Tot</b> - 37
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<b>BONDS/COURT DATES</b> -----	<b>710</b> - 3	<b>711</b> - 8	
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<b>BOND AMOUNT</b> -----	<b>710</b> - \$1,418.00	<b>711</b> - \$14,575.00	
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<b>LETTERS</b> -----	<b>710</b> - 82	<b>711</b> - 119	
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<b>TOTAL WARRANTS CONTACTED</b> ----	<b>710</b> -89	<b>711</b> - 166	
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<b>TOTAL WARRANTS CLEARED</b> -----	<b>710</b> - 76	<b>711</b> - 165	
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<b>TOTAL VALUE-----</b>	<b>710 - \$30,873.73</b>	<b>711 - \$53,539.00</b>
<b>TOTAL AMOUNT COLLECTED-----</b>	<b>710 - \$10,462.90</b>	<b>711 - \$13,617.50</b>
<b>FUTURE REVENUE-----</b>	<b>710 - \$10,000.30</b>	<b>711 - \$19,101.40</b>

**EXTRA DUTIES/VACATION/OTHER FOR SEPTEMBER**

Ofcr. Alexander out for one days – personal

Ofcr. Hopkins out 1.5 days for doctor appointments/injury (light duty)

Ofcr. Hopkins was restored to full duty on September 28th

17 arraignments

7 Prisoner Transfers

16 Prisoner Service calls

2 Assist Patrol

Ofcr. Hopkins renewed Taser certification.

Additional warrants cleared – 253

**Respectfully submitted,**

**Warrant Officer: Freddie Alexander 710**

**Warrant Officer: Robert Hopkins 711**

P E R I O D I C F E E R E P O R T

Report for fees collected:

9/01/2015 - 9/30/2015

Street:

Fee	Citation	Violation	Amount	Posting Date	Docket	Name
COLAGY COLLECTIONS FEE	126546	01	55.50	9/02/2015	126546	01
COLAGY COLLECTIONS FEE	136654	01	33.00	9/08/2015	136654	01
COLAGY COLLECTIONS FEE	138509	02	52.50	9/01/2015	138509	02
COLAGY COLLECTIONS FEE	147993	02	54.00	9/11/2015	147993	02
COLAGY COLLECTIONS FEE	147993V	01	91.50	9/11/2015	147993V01	
COLAGY COLLECTIONS FEE	147993V	02	91.50	9/11/2015	147993V02	
COLAGY COLLECTIONS FEE	E003791	01	50.00	9/21/2015	E003791	01
COLAGY COLLECTIONS FEE	E005383V	01	90.00	9/04/2015	E005383V01	
COLAGY COLLECTIONS FEE	E006321F	02	99.00	9/04/2015	E006321F02	
COLAGY COLLECTIONS FEE	E006321F	03	99.00	9/04/2015	E006321F03	
COLAGY COLLECTIONS FEE	E006321V	01	99.00	9/04/2015	E006321V01	
COLAGY COLLECTIONS FEE	E007414	02	15.00	9/01/2015	E007414	02
COLAGY COLLECTIONS FEE	E007982	01	139.20	9/02/2015	E007982	01

13                    969.20    COLAGY    COLLECTIONS FEE

TOTAL:                    969.20



# AGENDA BACKGROUND

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

**DATE:** October 12, 2015

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**PRESENTER:** Matthew Fielder, City Manager

**BACKGROUND:**

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

**FISCAL IMPACT:**

Please review report for individual account number.

**RECOMMENDATION:**

Staff recommends the following motion:

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

**ATTACHMENTS:**

Expenditure Summary of approval list over \$1,000 and purchase orders for October 12, 2015:

Professional Services:

- C.A. Magnuson, Attorney
- Sara Jane del Carmen, Magistrate
- Jim Jeffrey, Attorney
- Alan Plummer Associates, Inc., Engineering
- Deltatek Engineering, Engineering
- Flair Events, Festival Coordinator

Purchase Order:

- 1808 – George, Morgan & Sneed
- 1809 – NCTCOG
- 1810 – SYB Construction, Inc.
- 1811 – Fortiline
- 1814 – Del Carmen Consulting
- 1815 – Digital-Ally
- 1816 – Pursuit Safety, Inc.
- 1817 – Reliable Chevrolet
- 1818 – Camp Thurman
- 1819 – Iwerk
- 1820 – Haven Technology Corp.

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval  
10/12/2015**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
C.A. Magnuson	\$1,300.00	September 2015 Prosecution Services
Sara Jane del Carmen	\$1,300.00	September 2015 Magistrations Services
Jim Jeffrey	\$297.50	September 2015 Attorney Services
Alan Plummer Associates, Inc.	\$1,080.30	August 2015 Engineering Services
Deltatek Engineering	\$1,062.50	September 2015 Engineering Services
Flair Events	\$9,723.45	September 2015 Festival Coordinator Services
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1808 - George, Morgan & Sneed	\$10,000.00	Year End Audit Services
1809 - NCTCOG	\$2,600.00	New Recruit Police Academy
1810 - SYB Construction Co. Inc.	\$7,590.20	Water Leak Repair Expense
1811 - Fortiline	\$2,200.00	Fire Hydrant/Control Valve Supplies
1814 - Del Carmen Consulting	\$1,500.00	2016 Racial Profiling Audit
1815 - Digital-Ally	\$12,980.00	In-Car Cameras
1816 - Pursuit Safety, Inc.	\$12,551.91	2106 Tahoe Equipment, Installation & Graphics
1817 - Reliable Chevrolet	\$33,894.89	2016 Chevy Tahoe
1818 - Camp Thurman	\$1,000.00	Donation for Pantego Fest Volunteers
1819 - Iwerk	\$1,030.00	Server Room Rack Adjustment/Reallocations
1821 - Haven Technology Corp.	\$1,753.12	Window Speakers
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Duncan - Garbage	\$8,369.27	September 2015 Trash Removal
Duncan - Recycling	\$2,094.14	September 2015 Recycling Removal
Voyager Fleet Systems	\$3,207.41	September 2015 Oil & Gas Expense
Gexa Energy	\$24,366.95	Electricity Billing Thru 9/14/15
Iwerk	\$2,691.25	August 2015 Tech Support Services
Pantego Utilities	\$3,195.45	September 2015 Water Consumption
Commerce Bank	\$6,405.60	September 2015 Credit Card Expenses
Arlington Utilities	\$9,507.70	August 2015 Wastewater Services
Texas Municipal League	\$19,264.85	October 2015 Employee Life Insurance
Texas Municipal League	\$22,405.50	4th Quarter 2015 Property & Liability Ins.
City of Fort Worth	\$18,251.42	August 2015 Wastewater Services
N. Central Tx Council of Governments	\$1,000.00	2016 Emergency Preparedness Dues
Intermedix	\$1,443.86	September 2015 EMS Collection Services
Wells Fargo	\$1,561.16	September 2015 Copier Lease Payment

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

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: PROSECUTOR FOR MUNICIPAL COURT

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

**MAGISTRATION SERVICE FOR THE MONTH OF SEPTEMBER 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 - \$1300.00

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

**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

10/1/2015  
Account No. – 09.01.06  
Invoice #21986

Legal services

September 1 – September 30, 2015

Attorney Total Hours:	1.70
Hourly Rate:	\$175.00
Paralegal Total Hours	\$ ---
Hourly Rate	\$90.00
Total for Services:	\$297.50
Expenses:	\$ --
TOTAL BALANCE DUE:	\$ 297.50
Nolan County land issue	\$ 0

RECEIVED  
9/22/15



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

August 21, 2015  
Project No: 1329-004-04  
Invoice No: 000000037751  
Project Manager: Brian Wright  
Total Contract: 43,124.00

Mr. Matt Fielder  
Town of Pantego  
Accounts Payable  
1614 South Bowen Road  
Pantego, TX 76013

Project 1329-004-04 Pantego Park Row Pipeline Construction Administration

**Professional Services through August 21, 2015**

Phase A Construction Phase Services  
Task 04 Meeting Minutes & Pay Apps

Meeting Minutes & Pay Apps

**Professional Personnel**

	Hours	Rate	Amount	
Engineer/Scientist in Training II				
Houseman, Heather	1.00	115.00	115.00	
Totals	1.00		115.00	
<b>Total Labor</b>				<b>115.00</b>
				<b>Total this Task \$115.00</b>

Task 05 Review Submittals RFI

Review Submittals RFI

**Professional Personnel**

	Hours	Rate	Amount	
Engineer/Scientist in Training II				
Houseman, Heather	1.00	115.00	115.00	
Totals	1.00		115.00	
<b>Total Labor</b>				<b>115.00</b>
				<b>Total this Task \$115.00</b>

Task 06 Change Orders

Change Orders

**Professional Personnel**

	Hours	Rate	Amount	
Senior Project Manager				
Wright, Brian	2.50	218.00	545.00	
Engineer/Scientist in Training II				
Houseman, Heather	1.00	115.00	115.00	
Totals	3.50		660.00	
<b>Total Labor</b>				<b>660.00</b>
				<b>Total this Task \$660.00</b>

Project 1329-004-04 Pantego Park Row Pipeline Construction A Invoice 000000037751

Task 07 Documentation & Filing  
 Documentation & Filing  
**Professional Personnel**

	Hours	Rate	Amount	
Engineer/Scientist in Training I Weinert, Robert	1.50	115.00	172.50	
Totals	1.50		172.50	
<b>Total Labor</b>				<b>172.50</b>
				<b>Total this Task \$172.50</b>
				<b>Total this Phase \$1,062.50</b>

Phase RE Reimbursable Expenses

**Reimbursable Expenses**

Reproduction & Print			17.80	
<b>Total Reimbursables</b>			<b>17.80</b>	<b>17.80</b>
				<b>Total this Phase \$17.80</b>
				<b>Total this invoice \$1,080.30</b>

**Outstanding Invoices**

Number	Date	Amount
000000037675	7/24/2015	5,735.31
<b>Total</b>		<b>5,735.31</b>

Billings to Date	Current	Prior	Total	Payments	A/R Balance
	1,080.30	29,644.09	30,724.39	23,908.78	6,815.61

Authorized By: Brian Wright  
 Brian Wright

Date: 9/2/15

Acct# 550 - 5 - 000 - 476 - 40

*Collins 9/2/15*



RECEIVED 10/1/15

INVOICE

Invoice Number: 092515WW  
Period Ending: September 25, 2015

September 25, 2015

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

Reference: Wagonwheel Trail Bridge Repair and  
Water and Sewer Main Replacements

<u>Description</u>		<u>Amount</u>
Total authorized:	\$	39,450.00
Survey	\$	5,000.00
Design	\$	27,700.00
Bid Phase Services	\$	2,500.00
Construction Phase Services	\$	4,250.00

	<u>Percent Complete</u>		
Survey	100%	\$	5,000.00
Design	100%	\$	27,700.00
Bid Phase Services	100%	\$	2,500.00
Construction Phase Services	45%	\$	1,912.50

Total due:	\$	37,112.50
Less previous payment:	\$	36,050.00
Balance after payment:	\$	2,337.50
<b><u>Total due this invoice:</u></b>	<b>\$</b>	<b><u>1,062.50</u></b>

Accounts 700-5-000-477.10 \$ 531.2  
700-5-000-477.30 : 531.2

*Scott Williams* 9/30/15



Flair Events  
1040 Falcon Creek Dr.  
Kennedale, TX 76060

Business Phone: 817-614-5530  
E-mail: [aprila@flairftworth.com](mailto:aprila@flairftworth.com)

**Invoice #: 93015-P**

**Client:** Town of Pantego

**Date:** October 2, 2015

**Balance Due for September: \$9723.45**

**Due Date:** 10/31/15

**Description: Meetings (not included in max hours)**

- None this month

**Total Meetings:**

**Description: Festival Management billed at \$32/hour**

• 09/01/15	6.75 hours	\$216.00
• 09/02/15	7.5 hours	\$240.00
• 09/03/15	7.75 hours	\$248.00
• 09/04/15	3.5 hours	\$112.00
• 09/08/15	7.5 hours	\$240.00
• 09/09/15	7.75 hours	\$248.00
• 09/10/15	8.25 hours	\$264.00
• 09/11/15	5.5 hours	\$176.00
• 09/13/15	4.75 hours	\$152.00
• 09/14/15	7 hours	\$224.00
• 09/15/15	4.75 hours	\$152.00
• 09/16/15	5.5 hours	\$176.00
• 09/17/15	8.75 hours	\$280.00
• 09/18/15	7.5 hours	\$240.00
• 09/19/15	2.5 hours	\$80.00
• 09/20/15	2 hours	\$64.00
• 09/21/15	10.25 hours	\$328.00
• 09/22/15	11.25 hours	\$360.00
• 09/23/15	13 hours	\$416.00
• 09/24/15	14.25 hours	\$456.00
• 09/25/15	17.75 hours	\$568.00
• 09/26/15	16.75 hours	\$536.00
• 09/27/15	9 hours	\$288.00
• 09/28/15	5 hours	\$160.00
• 09/29/15	3.5 hours	\$112.00
• 09/30/15	3 hours	\$96.00

**Total Festival Management:            201 hours                            \$6432.00**



Flair Events  
 1040 Falcon Creek Dr.  
 Kennedale, TX 76060

Business Phone: 817-614-5530  
 E-mail: [april@flairfworth.com](mailto:april@flairfworth.com)

**Description: Festival Resource Management billed at \$27/hour**

• 09/01/15	5 hours	\$135.00
• 09/02/15	4.75 hours	\$128.25
• 09/03/15	4.25 hours	\$114.75
• 09/04/15	2 hours	\$54.00
• 09/08/15	4 hours	\$108.00
• 09/09/15	4.25 hours	\$114.75
• 09/10/15	7.25 hours	\$195.75
• 09/11/15	1.75 hours	\$47.25
• 09/12/15	2 hours	\$54.00
• 09/14/15	6.25 hours	\$168.75
• 09/15/15	8 hours	\$216.00
• 09/16/15	1.75 hours	\$47.25
• 09/17/15	2.5 hours	\$67.50
• 09/21/15	7.5 hours	\$202.50
• 09/22/15	6 hours	\$162.00
• 09/23/15	4 hours	\$108.00
• 09/24/15	7.75 hours	\$209.25
• 09/25/15	14.5 hours	\$391.50
• 09/26/15	14.75 hours	\$398.25
• 09/27/15	7.25 hours	\$195.75
• 09/29/15	1 hours	\$27.00
• 09/30/15	3 hours	\$81.00

**Total Festival Resource Management: 119.50 hours \$3226.50**

**Description: Festival Marketing billed at \$27.00/hour**

• 09/01/15	2.5 hours	\$67.50
• 09/02/15	3 hours	\$81.00
• 09/08/15	2.25 hours	\$60.75
• 09/09/15	3.75 hours	\$101.25
• 09/10/15	3.5 hours	\$94.50
• 09/15/15	2.75 hours	\$74.25
• 09/16/15	3.25 hours	\$87.75
• 09/17/15	2.75 hours	\$74.25
• 09/21/15	1.5 hour	\$40.50
• 09/24/15	1 hours	\$27.00

**Total Festival Marketing: 26.25 hours \$708.75**

**Description: Additional Festival Assistance at \$27.00 / hour**

• 09/25/15	12 hours	\$324.00
• 09/27/15	3.5 hours	\$94.50

**Total Festival Assistance: 15.5 hours \$418.50**

**Grand Total Festival Management/Resource Management and Marketing: \$10,785.75**

• **Contracted max hourly remaining balance invoiced this invoice: \$9300.75**



Flair Events  
1040 Falcon Creek Dr.  
Kennedale, TX 76060

Business Phone: 817-614-5530  
E-mail: [april@flairftworth.com](mailto:april@flairftworth.com)

**Mileage:**

• 09/01/15	44.0 miles x \$.575	\$25.30
• 09/02/15	23 miles x \$.575	\$13.23
• 09/03/15	26 miles x \$.575	\$14.95
• 09/04/15	27 miles x \$.575	\$15.53
• 09/08/15	24 miles x \$.575	\$13.80
• 09/09/15	19 miles x \$.575	\$10.93
• 09/10/15	49 miles x \$.575	\$28.18
• 09/14/15	21 miles x \$.575	\$12.08
• 09/15/15	25 miles x \$.575	\$14.38
• 09/16/15	22 miles x \$.575	\$12.65
• 09/17/15	26 miles x \$.575	\$14.95
• 09/18/15	22 miles x \$.575	\$12.65
• 09/19/15	22 miles x \$.575	\$12.65
• 09/21/15	31 miles x \$.575	\$17.83
• 09/22/15	23 miles x \$.575	\$13.23
• 09/23/15	46 miles x \$.575	\$26.45
• 09/24/15	43 miles x \$.575	\$24.73
• 09/25/15	24 miles x \$.575	\$13.80
• 09/26/15	26 miles x \$.575	\$14.95
• 09/27/15	21 miles x \$.575	\$12.08
• 09/28/15	23 miles x \$.575	\$13.23
• 09/29/15	28 miles x \$.575	\$16.10

**Total Mileage: 615 miles**

**\$353.63**

**Expense Reimbursement:**

• 09/09/15	Office Depot – printing	\$16.93
• 09/10/15	Office Depot – printing	\$37.28
• 09/10/15	Office Depot – printing	\$2.86
• 09/23/15	Post Office – Postage	\$12.00

**Total Expense Reimbursement:**

**\$69.07**

**Balance Due for September:**

**\$9723.45**



Flair Events  
1040 Falcon Creek Dr.  
Kennedale, TX 76060

Business Phone: 817-614-5530  
E-mail: aprila.flair@worth.com

**Progression of Project Planning Budget:**

- Contracted max hourly amount: \$20,343
  - Contracted max hourly previously Billed: (\$11,042.25)
  - Contracted max hourly amount this Bill: (\$9,300.75) - Actual worked: \$10,785.75
- **Contracted max hourly remaining balance: (\$0.00)**
  
- **Meetings billed outside of max hours: \$148.50**
- **Expenses Reimbursed: \$1451.95**
  - Mileage: \$677.41
  - Banner: \$705.47
  - Printing: \$57.07
  - Postage: \$12.00

**Summary this invoice:**

- Balance of Contract max hourly: \$9300.75
- Mileage Reimbursement: \$353.63
- Expense Reimbursement: \$69.07

**Balance Due for September: \$9723.45**



## MEMORANDUM

**To:** Matthew Fielder, City Manager

**From:** Ariel Carmona, Finance Director

**Subject:** Progress billing for the 2014-2015 Fiscal Year Audit

**Date:** October 1, 2015

---

The Town of Pantego external auditors, George, Morgan & Sneed, P.C., have completed the audit fieldwork for Fiscal Year 2014-2015. The payment of \$10,000 represents the cost of planning, risk assessment and interim procedures completed in September in preparation of the annual audit in December. The remainder contract amount is to be paid after the audit is completed and the Comprehensive Annual Report is presented to Council.

**George, Morgan & Sneed, P.C.**

1849 Wall Street

Phone: 817-594-2704

Weatherford, TX 76086

Web: www.gms-cpa.com

RECEIVED  
09/01/15

Town Of Pantego  
P O Box 13210  
Pantego, TX 76094

**ID: 76037**  
Invoice: 40671  
Date: 09/01/2015

For professional service rendered as follows:

Audit services for the year ended September 30, 2015	10,000.00
Work to date - Planning, Risk Assessment, Interim Procedures	
	<hr/>
Billed Time & Expenses	\$10,000.00
	<hr/>
<b>Invoice Total</b>	<b>\$10,000.00</b>
	<hr/> <hr/>

Please return this portion with payment.

Town Of Pantego  
817-548-5853

**ID: 76037**  
Invoice: 40671  
Date: 09/01/2015

Amount Enclosed: \$ 10,000.<sup>00</sup>

Account Balance: \$10,000.00

**Balance is due and payable upon receipt.**  
**All invoices more than 30 days old will be assessed a service charge.**  
**There will be a \$25.00 fee for all returned checks.**  
**Thank you for your continued patronage.**

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1808

**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 George, Morgan / Sneed, P.C.  
1849 wall street  
weatherford, TX 76086

SHIP  
TO

DATE		ACCT #	DEPT.		
10/1/15		100-5-101-301-00	G, H		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		Audit services for the year ended September 30, 2015			10,000 00
- BUDGETED -					
				TOTAL	10,000 00

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
APPROVED BY



**PANTEGO PUBLIC  
SAFETY**



**To: Matt Fielder, City Manager**  
**From: Barry Reeves, Assistant Chief of Police**  
**CC:**  
**Date: September 30, 2015**  
**Re: Regional Police Academy**

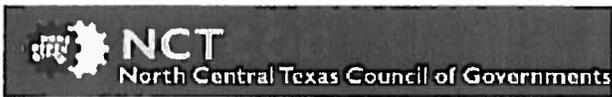
---

I am requesting a purchase in the amount of \$2,600 to the North Central Texas Regional Police Academy (COG) located in Arlington, Texas for two recruits. The academy is \$1,300 each and will be completed on March 11, 2016.

Barry Reeves

Assistant Chief of Police

100-5-140-724-00



# NCTCOG RPA Online Registrations Order Confirmation

\*\*\* PLEASE SAVE THIS FOR FUTURE REFERENCE \*\*\*

Order Number: 710995  
Customer ID: 73797  
Date of purchase: 9/29/2015 11:50:07 PM

Email: bmoore@townofpantego.com

**Billing Address**  
Asst Chief Barry Reeves  
Pantego Police Department  
2600 Miller Lane  
Pantego, TX 76013  
United States  
817-274-2511

Payment Method: Check / Money Order

Product	Quantity	Sub Total:
<b>BCAPS - Basic Course in Applied Police Science 234</b>	2	\$2,600.00
Class ID# : 1570548		
1 Clinton Springer		
2 Courtney Guy		
<b>Class Date(s)</b>		
Monday, Oct 12 2015 8:00AM-5:00PM		
Save this Class to Outlook (Click & Open)		
<b>Class Location</b>		
Classroom C		
624 Six Flags Drive		
Arlington, TX 76005		

Subtotal: \$2,600.00

**Total: \$2,600.00**

Thank you for your Order.

## NCTCOG Regional Police Academy Cancellation/No-Show Policy

If the registered person cannot attend a class, please notify the NCTCOG Regional Police Academy via email to Melissa Moon [mmoon@nctcog.org](mailto:mmoon@nctcog.org) within three (3) business days of the class start date. If no notification is received, a cancellation fee will be assessed in the amount of \$30.

If you were eligible for and selected payment terms other than credit card prepayment, your agency will be billed for the tuition fees. If you referenced a PO in your registration, your agency will be invoiced under that PO. Please mail your check to the following address below or bring it with you on the day of your class.

NCTCOG  
Attention: Accounts Receivable  
P.O. Box 5888  
Arlington, TX 76005

Make checks payable to NCTCOG and include the attendee's name, class name, and class date on the check.

If you have any questions, please email us at [NCTCOGTraining@nctcog.org](mailto:NCTCOGTraining@nctcog.org).

NCTCOG RPA Online Registrations

# TOWN OF PANTEGO

1614 S. BOWEN  
 PANTEGO, TEXAS 76013

No. 1809

**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 NCTCOG  
 ATTENT: Accounts Receivable  
 P.O. Box 5888  
 Arlington, TX 76005

SHIP  
 TO

DATE		ACCT #	DEPT.		
9/30/15		100-5-140-72700			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		(2) recruits @ Police Academy	1,300 <sup>ea</sup>		2600 <sup>ea</sup>
			1,300 <sup>ea</sup>		
				TOTAL	2600 <sup>ea</sup>

*[Handwritten Signature]*  
 \_\_\_\_\_  
 APPROVED BY



PUBLIC WORKS MEMO

---

Date: September 30, 2015  
To: Matthew Fielder, City Manager  
From: Junior Marquez, Public Works Supervisor  
Through: Scott Williams, Public Works Director  
Subject: Purchase Order Authorization

The Public Works Department is requesting the approval of a purchase order in the amount of Seven Thousand, Five Hundred and Ninety Dollars and Twenty cents (\$7590.20) to SYB Construction Co. Inc for parts and labor.

On 9/24/2015 Public Works responded to a water main break call, subsequently Public Works contacted SYB Construction to affect emergency repair. The break appeared to be under a loading dock against a building and a greater capacity than Public Works could handle.

Please find the attached invoice and purchase order to reflect the requested purchase order amount (\$7590.20) from Acct No: 700-5-000-359.00.

---

Scott Williams, Public Works Director





# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1810

**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 SYB CONSTRUCTION CO, INC  
421 COMPTON AVE  
IRVING TX 75061

SHIP TO Public Works  
1614 S BOWEN  
PANTEGO TX 76013

DATE		ACCT #	DEPT.				
9/28/15		700-5-000-359.00	Public Works				
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT	
ORDERED	RECEIVED						
1	1	Find & Repair water leak located at 2400 block of Pioneer located behind liquor depot	7590	20	1	7590	20
<b>TOTAL</b>						7590	20




APPROVED BY



PUBLIC WORKS MEMO

---

Date: September 30, 2015  
To: Matthew Fielder, City Manager  
From: Junior Marquez, Public Works Supervisor  
Through: Scott Williams, Public Works Director  
Subject: Purchase Order Authorization

The Public Works Department is requesting the approval of a purchase order in the amount of Two Thousand, Two Hundred Dollars (\$2200.00) to Fortiline Waterworks for parts and material to install a fire hydrant and control valves.

The additional fire hydrant and two control valves located at 2225 Park Row will provide additional fire protection on the north side of Park Row. The control valves will aid in main line isolation in case of an emergency.

Please find the attached invoice and purchase order to reflect the requested purchase order amount (\$2200.00) from Acct No: 700-5-000-359.00.

A handwritten signature in black ink, appearing to read "Scott Williams", is written over a horizontal line.

Scott Williams, Public Works Director

# INVOICE RECEIVED



**FORTILINE WATERWORKS**  
 7025 Northwinds Dr. NW  
 Concord, NC 28027  
 Payment Inquiries 704-788-9800

700-5-000-359.00

9-21-15  
 K4

INVOICE NUMBER: 3497669  
 BILL OF LADING:  
 INVOICE DATE: 9/11/15  
 DUE DATE: 10/14/15

Please Remit Payment To:  
 FORTILINE, INC  
 PO BOX 538388  
 ATLANTA, GA 30353-8388

Warehouse:  
 FORTILINE FORT WORTH  
 1705 CYPRESS ST.  
 HALTOM CITY, TX 76117-5212  
 Telephone: 682-747-0879

SOLD TO  
 7029 1 MB 0.439 E0132X I0227 D1468496738 P2829020 0001:0001

SHIP TO



TOWN OF PANTEGO  
 1614 S BOWEN RD  
 PANTEGO TX 76013-3336

TOWN OF PANTEGO  
 1614 S BOWEN ROAD  
 PANTEGO, TX 76013

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD			CUSTOMER NO		TERMS
039		3497669	Our Truck			217415		NET 30 DAYS
PO NO	JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
VERBAL-JUNIOR					WEM	10/14/15	9/11/15	
PRODUCT NO	DESCRIPTION		UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
MHV6406713SS	6" MJXF GV O/L 4067-13 316SS L/ACC BID LINE # 00020		EA	3	3	0	395.0000	1,185.00
FOM61500U	6" UNI-FLG MJ REST PVC DOMEST UFR1500-6-U BID LINE # 00060		EA	5	5	0	40.0200	200.10
6RALGD	6" MJ ACC SET L/GLAND DOMESTIC BID LINE # 00070		EA	5	5	0	N/C	N/C
6FTD	6" FLG TEE DOMESTIC C110 BID LINE # 00010		EA	1	1	0	314.4000	314.40
6FKSS	6" FLG KIT FF 1/8" RR 304SS BID LINE # 00050		EA	5	5	0	24.1000	120.50
ROM6MACRO760	6" MACRO CPLG 6.60-7.60		EA	2	2	0	190.0000	380.00

AMOUNT DUE	\$2,200.00
TAX	\$0.00
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
<b>TOTAL DUE</b>	<b>\$2,200.00</b>

RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.  
 SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.  
 ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1811

**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 FOR TILINE  
1705 EXPRESS ST.  
HALTOM CITY 76117

SHIP TO PUBLIC WORKS  
1614 S BOWEN  
PANTEGO TX 76013

DATE		ACCT #	DEPT.			
9/21/15		700-5-000-359.00				
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
3	3	6" MJXF CU	395	00	1	1185 00
5	5	6" UNI-FLNG PVC	40	02	1	200 10
1	1	6" FLG TEE DOMESTIC	314	40	1	314 40
5	5	6" FLG KIT FF 1/8"	24	10	1	120 50
1	1	6" MACRO CPLG	190	00	2	380 00
					TOTAL	2200 00

*Williams*

*[Signature]*

APPROVED BY

Del Carmen Consulting, LLC.  
 3051 Trevino  
 Grand Prairie, Texas 75054  
 (817) 681-7840  
 EIN: 45-051-4621

Invoice No. 976884759872

**INVOICE**

**Customer**

Name Pantego Police Department  
 Address 2600 Miller Lane  
 City Pantego State: TX ZIP 76013  
 Phone \_\_\_\_\_

Date 10/1/15  
 Order No. \_\_\_\_\_  
 P.O. \_\_\_\_\_  
 FOB \_\_\_\_\_

Units	Description	Unit Price	TOTAL
1	Audit on contact data	\$1,500.00	\$1,500.00

SubTotal	\$1,500.00
Shipping & Handling	
Taxes State	
<b>TOTAL</b>	<b>\$1,500.00</b>

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

Office Use Only

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1814

**INSTRUCTIONS TO VENDOR**

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

TO *Del Carmen Consulting*  
*3051 TREVINO*  
*Grand Prairie, TX 75054*

SHIP  
TO

DATE		ACCT #	DEPT.			
<i>10/1/15</i>		<i>100-5-140-525-00</i>	<i>PD</i>			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		<i>Racial Profile Audit</i>			<i>1,500</i>	<i>00</i>
					<b>TOTAL</b>	<i>1,500</i>

*Budget Item*  
*Danny Reun*  
\_\_\_\_\_  
APPROVED BY



**PANTEGO PUBLIC  
SAFETY**



**To: Matt Fielder; City Manager**  
**From: Barry Reeves; Assistant Chief of Police**  
**Through: Tom Griffith; Chief of Public Safety**  
**Date: October 5, 2015**  
**Re: Digital Ally (in-car) Cameras**

---

I am requesting the purchase of an approved capital budget item for (4) DVM-800 in-car cameras in the amount of \$12,980.00 to replace the existing that were purchased in 2008. This price is discounted \$3,000 due to a trade-in on the existing.

Barry Reeves

Assistant Chief of Police



Quote	QUO-10646-N1C4Y6
Date	4/23/2015
Page	1

9705 Loiret Blvd.  
 Lenexa, KS 66219  
 1-800-440-4947 www.digitalallyinc.com

**Customer:**

Pantego Police Department Corporal Marquez 2600 Miller Lane Pantego, TX 76013
--

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
PANTX2	CN	FEDERAL EXPRESS		Brad Lynn	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
4	001-00038-10	DVM-800 Complete Kit	\$3995.00	\$750.00	\$3,000.00	\$12,980.00

**Notes:**

\$750 Trade-in Per DVM-500+ towards DVM-800 w/ 5-Year Warranty  
 No shipping per Texas DIR

Total Discount	\$3,000.00
Subtotal	\$12,980.00
Misc	
Tax	\$0.00
Freight	
<b>Total</b>	<b>\$12,980.00</b>

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

**1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

**2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.



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Date	4/23/2015
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**3. Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

**4. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

**5. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

**6. Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

**7. Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

**8. Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

**9. Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

**10. Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

**11. Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.



Quote	QUO-10646-N1C4Y6
Date	4/23/2015
Page	3

12. **Compliance with Laws. Compliance with Laws.** You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. **Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. **Prevailing Party's Attorneys' Fees.** In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. **Cancelled Orders and/or Returns.** All cancelled orders and/or product returns may be subject to a 20% restocking fee.

## VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

### Standalone Software (with or without wireless software)

#### Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive
- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader



<b>Quote</b>	QUO-10646-N1C4Y6
<b>Date</b>	4/23/2015
<b>Page</b>	4

**Recommended Specifications**

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

**Server Software (with or without wireless software)**

**Minimum Requirements**

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

**Recommended Specifications**

- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

**Client/Viewer Software**

**Minimum Requirements**

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

**Recommended Specifications**

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

**Wireless Requirements and Recommendations**

**Minimum Requirements**

- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point



Quote	QUO-10646-N1C4Y6
Date	4/23/2015
Page	5

- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

**Recommended Model Access Points**

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor

# TOWN OF PANTEGO

1614 S. BOWEN  
 PANTEGO, TEXAS 76013

No. 1815

**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 *Digital-Ally*  
*9705 Loiret Blvd*  
*Lenexa, KS 66219*

SHIP  
 TO

DATE		ACCT #		DEPT.					
<i>10/5/15</i>				<i>PI</i>					
QUANTITY		STOCK NUMBER / DESCRIPTION				PRICE	PER	AMOUNT	
ORDERED	RECEIVED								
<i>4</i>		<i>DVM-800 IN-CAR Cameras</i>						<i>12,980</i>	<i>€</i>
<i>* Approved Capital Budget Item</i>									
								<b>TOTAL</b>	<i>12,980 €</i>

*[Signature]*

APPROVED BY



**PANTEGO PUBLIC  
SAFETY**



**To: Matt Fielder; City Manager**  
**From: Barry Reeves; Assistant Chief of Police**  
**Through: Tom Griffith; Chief of Public Safety**  
**Date: September 17, 2015**  
**Re: Approval of Equipment for 2016 Tahoe**

---

I am requesting the purchase of an approved capital budget item for the equipment, installation and graphics for the 2016 Tahoe. The total amount is \$12,551.91. I would like to order the lights ahead of time since it takes numerous weeks to get these items in.

Barry Reeves

Assistant Chief of Police



# Pursuit Safety, Inc.

4947 State Hwy 276, Royse City, TX 75189

Phone: 972-772-4747

Fax 972-722-1624

Info Email to Sales@pursuitsafety.com



RO#: 29489

Estimate

Page: 1

Sold To:	Bill To:	Vehicle:	Repair Order:
CITY OF PANTEGO Asst Chief Barry Reeves 2600 Miller Lane Pantego, TX 76013 Pn: (817) 274-2511	CITY OF PANTEGO Asst Chief Barry Reeves 2600 Miller Lane Pantego, TX 76013 Pn: (817) 274-2511	2016 CHEVY TAHOE Eng: Tran: VIN: Mileage In: Out: P Date: Clr: Camera Serial #: Lic: TBD St: TX Fleet:TBD	Service Writer: Aaron PO Number: Date In: 07/27/2015 Date Out: Driver: Asst Chief Barry Reeves Quotes are good for 30 days

## Vehicle Upfitting: CHEVROLET TAHOE

**WORK DESC.:** INSTALL PUSHBUMPER, 2 SIREN SPEAKERS ON PUSHBUMPER, 2 M4Js ON ANGLE BRACKETS, WIGWAG, FOG LED INSERTS, CF STALKER RADAR, CF DIGITAL ALLY CAMERA, GAMBER CONSOLE WITH CUPHOLDER AND ARMREST, MONGOOSE WITH COMPUTER DOCK, CF COMPUTER, CF MOTOROLA ASTRO RADIO, 12 VOLT OUTLET, CENCOM SAPPHIRE WITH CARSON DUAL TONE AMP, LEGACY LIGHTBAR DUO, CF ZEBRA PRINTER W/ CF DOCK, PRO-GARD RECESS PANEL CAGE WITH LOWERS, CF DUAL GUNRACK, WINDOW GUARDS, REAR PARTITION/SEAT COMBO, IONJS ON RUNNING BOARDS, PILLAR EDGE, M4J ON HITCH LOCATION, TAILFLASH AND GRAPHICS.

**NOTES:** \*\*PRICE PER ONE UNIT\*\*

Labor:	Description	Extended
	LABOR TO INSTALL EMERGENCY EQUIPMENT	2465.00
<b>Labor Sub Total:</b>		2465.00

Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	3 Accessory Outlet Box W/15A CIRCUIT BREAKER	29.72	23.78	1.00	23.78
	22FT COAX, MINI UHF CONNECTOR (MB8UMI22)	28.75	24.44	1.00	24.44
	1IN Blank filler panel for EPIC console box	6.00	5.10	1.00	5.10
	2IN Blank filler panel for EPIC console box	6.00	5.10	1.00	5.10
	4IN Blank filler panel for EPIC console box	8.00	6.80	1.00	6.80
	2015 Tahoe, PUSHBUMPER CENTER SECTION ONLY	379.38	303.50	1.00	303.50
	3in faceplate, Spectra/AstroSpectraIXTL5000 A/W 4,5,7 (REMOTE HEAD)	37.00	33.30	1.00	33.30
	9IN Mongoose Locking Slide Arm with Motion Attachment. Mounts on any upper tube, complete pole, low profile brackets, center pole, or flat surface. The entire arm can rotate around 360° with locking points at every 15°. Includes CLEVIS 0-90.	310.00	263.50	1.00	263.50
	Light-Weight MAG Dock for Panasonic Toughbook 30/31 with Dual RF/Standard Lock with LIND Internal Power Supply	1529.00	1039.72	1.00	1039.72
	4.50IN, Faceplate, Whelen CenCom Gold and SoundOff 380 Chevrolet Tahoe (2015), Silverado 1500 (2014-2015) and Silverado 2500/3500 (2015) Console Box with Internal Cupholder, Armrest and Wiring Chase	675.00	573.75	1.00	573.75
	806-896 1/4 WAVE ANTENNA (QW800)	11.70	9.95	1.00	9.95
	CENCOM SAPPHIRE, CONTROL HEAD W/AMPLIFIER CONTROL MODULE W/PIGTAILS, MICROPHONE WITH CCMICX20 INCLUDED (20FT MICROPHONE CABLE) (REPLACES CCSRN2)	0.00	0.00	1.00	0.00
	ION SURFACE MNT LED, BLK HOUSING, SPLIT RED/BLUE	176.00	132.00	2.00	264.00
	FOG LIGHT LOUNT, 2015 CHEVY TAHOE, PAIR, BLACK	69.00	51.75	1.00	51.75
	SPLIT COLOR W/CLEAR OUTER LENS, SIDE-BY-SIDE, RED/BLUE ONLY	229.00	171.75	2.00	343.50
	SPLIT COLOR W/CLEAR OUTER LENS, SIDE-BY-SIDE, RED/BLUE ONLY	229.00	171.75	2.00	343.50
	SPLIT COLOR W/CLEAR OUTER LENS, SIDE-BY-SIDE, RED/BLUE ONLY	229.00	171.75	1.00	171.75
	NEW 2015 Tahoe STRAP / 52in-55in	0.00	0.00	1.00	0.00
	Mirror Tab - REQUIRED TO REINSTALL CAMERA HEAD ON USED CAMERA SYSTEM	8.95	6.90	1.00	6.90
	OUTER EDGE LIGHTHEAD, FOR FOR RP45 & RP34 ONLY, SIX REQUIRED, NO CHARGE WHEN ORDERED WITH OUTER EDGE	0.00	0.00	1.00	0.00
	2015 TAHOE, CENTER SLIDING POLYCARBONATE WINDOW	626.00	563.40	1.00	563.40
	ANGLE BRACKET FOR PUSHBUMPER LIGHTS, M4, LINZ6 & TIR3-S(set of two)	43.75	35.00	1.00	35.00

OUTER EDGE REAR PILLAR, SIX LAMP, 2 PIECE, 2015 TAHOE	1039.00	779.25	1.00	779.25
2015 TAHOE, ADD-ON RECESSED PANEL FOR PARTITION (SPACE SAVER) 07-12 TAHOE / SUBURBAN	102.00	91.80	1.00	91.80
2015 TAHOE TRANSPORT SEAT-INCLUDE REAR CARGO BARRIER W/WIR SCREEN	1096.00	986.40	1.00	986.40
SA-361Amp Defender remote 100 watt siren - amplifier only	186.00	120.90	1.00	120.90
123dB Speaker, Nylon Composite	0.00	0.00	1.00	0.00
123dB Speaker, Nylon Composite	321.00	240.75	1.00	240.75
Universal Mounting Bracket for Ford Explorer, 2002-2009, Chevy Suburban/Tahoe, 2004-2006	0.00	0.00	1.00	0.00
Universal Mounting Bracket for Ford Explorer, 2002-2009, Chevy Suburban/Tahoe, 2004-2006	37.00	27.75	1.00	27.75
2015 TAHOE, PAIR, 20IN. 14 GAUGE STEEL EXTENSION PANELS for use with RP57T15 recessed panel)	80.00	72.00	1.00	72.00
NEW 100% Solid-State, Headlight Flasher, 2 Outlet, 160 Watts For 2006 Chevy Impala Police Package, 2007-10 tahoe Includes Mating Plug, For Positive Switching Headlights	104.00	78.00	1.00	78.00
LEGACY SERIES 54IN LT BAR PKG, RED/BLU, UPGRADE SAPPHIRE SIREN, SPEAKER W/BRKT, DUO CLEAR FRONT & DUO AMBER IN REAR .	2549.00	2549.00	1.00	2549.00
2015 TAHOE, Pair, Steel Window Barrier (for use with O.E.M. door panels only)	227.00	204.30	1.00	204.30

**Parts Sub Total:** 9236.74

Misc:	Description	Sold Price	Qty	Extended
	Shipping	225.00	1.00	225.00
<b>Misc Sub Total:</b>				225.00
<b>Job Sub Total:</b>				11926.74

**Graphics**

**WORK DESC.:** SUPPLY AND INSTALL GRAPHICS

Labor:	Description	Extended			
	INSTALL GRAPHIC KIT	150.00			
<b>Labor Sub Total:</b>		150.00			
Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	BLUE GRAY STRIPE KIT WITH VECTOR BADGES (2016)	475.17	475.17	1.00	475.17
<b>Parts Sub Total:</b>					475.17
<b>Job Sub Total:</b>					625.17

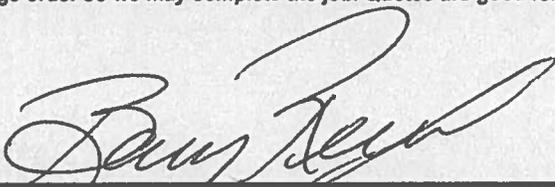
PLEASE SIGN AND RETURN WITH A PO# TO AUTHORIZE WORK

This quote is an estimate for the described materials & services you have requested. It is believed to be accurate based on the information we received. There may be additional charges for shipping that will be added to the invoice. Other charges for items may include: items missing from a unit we strip that doesn't have all the correct parts. Parts that need replacing due to body style changes from the factory and miscellaneous brackets needed for the install that may not have been quoted. We will advise in writing, of any additional parts needed for the completion of the job and the cost of the items. You will be required to sign and return the change order so we may complete the job. Quotes are good for 30 days

**Parts: 9711.91**  
**Labor: 2615.00**  
**Sublets: 0.00**  
**Misc: 225.00**

**Subtotal: 12551.91**  
**Sales Tax: 0.00**

**TOTAL: 12551.91**  
**Balance: 12551.91**

  
 Customer Signature

  
 Date

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1816

**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 Pursuit Safety, Inc  
4947 State Hwy 276,  
Royce City, TX 75189

SHIP  
TO

DATE		ACCT #		DEPT.				
QUANTITY		STOCK NUMBER / DESCRIPTION				PRICE	PER	AMOUNT
ORDERED	RECEIVED							
		Equipment, Installation, & Graphics for 2016 Tahoe						12,551 <sup>21</sup>
* Approved Capital Budget Item *								
							TOTAL	12,551 <sup>21</sup>

*[Handwritten Signature]*

APPROVED BY



**PANTEGO PUBLIC  
SAFETY**



**To: Matt Fielder; City Manager**  
**From: Barry Reeves; Assistant Chief of Police**  
**Through: Tom Griffith; Chief of Public Safety**  
**Date: October 5, 2015**  
**Re: 2016 Tahoe**

---

I am requesting the purchase of an approved capital budget item for a new 2016 Chevrolet Tahoe in the amount of \$33,894.89. The quoted price is \$1,000 less than expected. The 2016 Tahoe's will not be available until late November.

A handwritten signature in blue ink that reads "Barry Reeves".

Barry Reeves

Assistant Chief of Police



# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1817

**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 *Reliable Chevrolet*  
*800 N. Central Expressway*  
*Richardson, TX*  
*75080*

SHIP  
TO

DATE		ACCT #	DEPT.		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
1		2016 Chevy Tahoe w/spotlight			33,894.89
<i>*Approved budget Item</i>					
<b>TOTAL</b>					33,894.89

*Buyer*  
*[Signature]*  
APPROVED BY



G/A MEMO

---

To: Matt Fielder, City Manager

From: Julie Arrington, City Secretary

Date: October 6, 2015

Re: PantegoFest Volunteers

The City Manager's Report for September 14, 2015 states Camp Thurman will provide the volunteers to operate the kid's zone. Camp Thurman requested a donation to be made in the amount of \$1,000 for the use of their volunteers. I am requesting a check in the amount of \$1,000 for Camp Thurman. They provided 36 volunteers throughout the entire event.



# City Manager's Report

**To:** Mayor Paradise and Members of the Town Council  
**From:** Matt Fielder, City Manager  
**Date:** September 14, 2015

## Personnel Vacancies

Vacancies remain for two Police Officer positions, one Dispatcher, and the Community Development Director.

## Park Row Construction

Construction is now complete, with the exception of minor items identified during the final inspection. These include two valve stacks that were offset. The concrete immediately around it was replaced and the only remaining task is to crack seal those areas.

## PantegoFest 2015

Planning is being finalized for PantegoFest. The banner for the arch has been delivered, and should be installed by mid-next week. We were unable to come to an agreement with Pantego Bay for beer sales, but were able to reach one with Angelo's Pizza, Steak, and Spaghetti on Pioneer Parkway. Camp Thurman has confirmed that they will provide the volunteers to operate the kid's zone, and the Community Relations Board has developed a plan to staff a booth that will provide information on their activities, as well as seek volunteers for them.

## NTCAR Update

Pam Mundo and I attended the North Texas Commercial Association of Realtors trade show on Wednesday, September 2<sup>nd</sup>.

## Arlington Chamber Foundations Award Dinner

PEDC will have a table at the Arlington Chamber Foundations Award Dinner. Please let Julie know if you wish to attend.

## Upcoming Ribbon Cuttings

Colonial Bank will be having a ribbon cutting to recognize the addition of a commercial lending office at their Pantego location on Saturday, September 19<sup>th</sup> from 10:00 a.m. until noon. They will also be offering free shredding. Escapades will be having a ribbon cutting on Saturday, October 3<sup>rd</sup> at 5:00 p.m.

## Tarrant Appraisal District Board of Directors Nominations

The Town has been notified that the Tarrant Appraisal District is accepting nominations for the Board of Directors election. Nominations are due by October 15<sup>th</sup>. The Town has two votes out of the five thousand spread among all taxing jurisdictions.

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1818

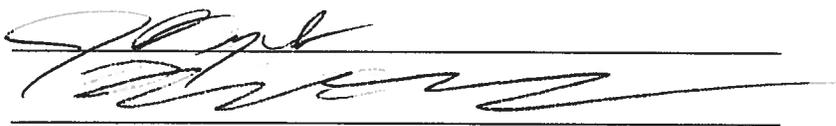
**INSTRUCTIONS TO VENDOR**

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 Camp Thurman  
3001 Sarah Dr  
Pantego, TX 76013

SHIP TO Camp Thurman  
3001 Sarah Dr.  
Pantego, TX 76013

DATE		ACCT #	DEPT.		
10-05-15		100-5- <del>104</del> <sup>850</sup> -355.55	Gen. Admin		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
1	1	Volunteers for the Kidzone at Pantego Post	1000 00	1	1000 00
				TOTAL	1000 00



APPROVED BY



G/A MEMO

---

To: Matt Fielder, City Manager

From: Julie Arrington, City Secretary

Date: October 5, 2015

Re: Iwerk – Texas LLC– Removal and Mounting of server rack

In an effort to organize and efficiently utilize space within the offices of Town Hall and to increase efficiency for the IT contractor among the departments of the Town all servers, except one, will be moved to the Larry Smith Law Enforcement Center. This will bypass unnecessary steps in the technological mapping of the town's network. This will require Iwerk to remove the existing server rack and replace it with a smaller server rack that can be mounted in the upper corner of the server room. The one-time cost for this work is \$1,030.00. The estimate from Iwerk is attached.



**business computer services**

iwerk - Texas, LLC  
 1525 Merrimac Cir., Ste 206  
 Fort Worth, TX 76107  
 (817) 236-2555  
 fax (817) 887-1611

**ESTIMATE** =

**Customer**

Name: Town of Pantego  
 Address: 1614 S. Bowen Road  
 City: Pantego State: TX Zip: 76013  
 Phone: (817) 617-3700 Fax: N/A

Date: 9/30/2015  
 Estimate #: 20150930-A  
 Rep: RT

Qty.	Description	Rate	Total
8	<u>Services</u> Hourly rate to perform following: 1. Removal of 2 post full size rack. 2. Installation of wall-mount rack. 3. General network wiring/equipment clean-up. 4. Mounting existing switches.	\$ 85.00	\$ 680.00
1	<u>Hardware</u> Tripp Lite SRW12US Wall Mount Rack Enclosure	\$350.00	\$ 350.00
		Tax	\$ -
		<b>Total:</b>	<b>\$ 1,030.00</b>

If you have any additional questions, please feel free to contact Rob Thurston at (817) 236-2555 x101 or rthurston@iwerk.com. Thank you for your consideration!

Office Use Only

## Term & Conditions

Client acknowledges that iwerk Texas is not the manufacturer of any equipment or software and therefore does not make any representation or warranty of any kind, direct, or indirect, expressed or implied, with respect to the suitability, durability, design, operation or condition of the equipment or software or its merchantability and uses of such equipment or software with respect to any claims it may have against either. iwerk Texas shall not be liable to client for any direct, indirect, special or consequential damages, loss or expense, of any kind or nature, arising out of the use of the equipment or software.

In the even client requests iwerk Texas to install software provided by client, client agrees to indemnify and hold iwerk Texas harmless from any claim made, damages or losses alleged or incurred by third parties against iwerk Texas for copyright infringement or violation of any law or regulation with respect to installation or copying of such software, including actual attorneys fees and expenses incurred in defending against such claims.

Client acknowledges that after thirty (30) days non-payment, interest at the rate of one-half (½%) percent per month shall be applied to the unpaid balance. In the event a collection action is undertaken with respect to any unpaid balance owing to iwerk Texas, attorney's fees and costs will be charged to the client.

**Accepted By:** \_\_\_\_\_

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

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1819

**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 *Iwerk - Texas LLC*  
*1525 Merrinac Circle, Ste 206*  
*Fort Worth, TX 76107*

SHIP TO *Iwerk - Texas LLC*  
*1525 Merrinac Cr, Ste 206*  
*Fort Worth, TX 76107*

DATE		ACCT #	DEPT.			
10-05-15		100-5-101-482.10	Gen. Adm			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
1	1	Removal of 2 post full size rack Installation of wall mount rack General network wiring / equip. cleanup mounting existing switches	85	00	8	680 00
1	1	Tripp Lite 5RU 12US Wall mount Rack	350	00	1	350 00
** Budgeted **						
<b>TOTAL</b>						1,030 00

APPROVED BY



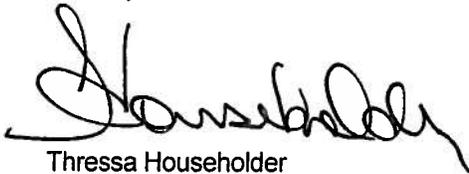
# Memo

**To:** Matt Fielder  
**From:** Thressa Householder  
**cc:**  
**Date:** October 7<sup>th</sup> 2015  
**Re:** WINDOW TWO-WAY SPEAKERS

---

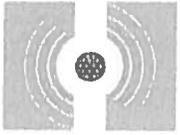
Request to expend funds. The attached purchase order is for the two replacement window speakers for our Municipal Court. The court will be purchasing these with our Court Technology fund and this is a budgeted item.

Thank you



Thressa Householder

Municipal Court Administrator



Haven Technology Corp.  
 4130 Flat Rock #170  
 Riverside, CA 92505  
 (951) 354-1800

# Estimate

Date	Estimate #
4/21/2015	3187

Name / Address
Pantego Municipal Accounts Payable 2600 Miller Lane Pantego, TX 76013

Project

Description	Qty	Cost	Total
SC-35011G Counter-top/window-mount combination w/ AC adapter Gooseneck system with jack for future wired headset.	2	825.00	1,650.00
CA-1: conduit (optional-recommended)	2	36.00	72.00
shipping/handling UPS Ground	1	31.12	31.12
*** Please specify hole diameter and glass thickness***			
Notes			
<ul style="list-style-type: none"> <li>•allow 1 week to ship ARO</li> <li>•TERMS: VISA/MC/COD</li> <li>•All amounts are shown in US Dollars (\$)</li> <li>•CA sales tax, if applicable, will be added to the invoice</li> <li>•This quote valid for 30 days.</li> <li>•Installation by others.</li> <li>•bullet resistance add: \$50/unit (SC-100/SC-350)</li> <li>•requires a 3.0" to 3.5" dia. cutout without the need for optional mounting adapters. (SC-100/SC-350)</li> <li>•FOB-origin, freight allowed.</li> <li>•Made in the USA.</li> </ul>			
submitted by Tim tim@haventech.com 888 853-4643 x703 Fax: 951-354-1805			

<b>Subtotal</b>	\$1,753.12
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$1,753.12

**TOWN OF PANTEGO**

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1821

**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 HAVEN TECHNOLOGY CORP  
4130 FLATROCK #170  
RIVERSIDE, CA 92505

SHIP TO

PANTEGO MUNICIPAL COURT  
2600 MILLER LANE  
PANTEGO, TX 76013

DATE		ACCT #	DEPT.		
10-7-15		825-5-160-210.00	Court		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		SC-350H6 Countertop/ Window-mount	825.00	2	1650.00
		CONDUIT CA-1	36.00	2	72.00
		SHIPPING	31.12	1	31.12
<p>Budgeted Item</p> <p>Household</p>					<p>TOTAL 1753.12</p>

APPROVED BY



# AGENDA BACKGROUND

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

**Date:** October 12, 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 September 28, 2015

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

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 28<sup>th</sup> day of September 2015 with the following members present:

Melody Paradise  
Russ Brewster  
Fred Adair  
Don Surratt  
Jane Barrett

Mayor  
Mayor Pro-Tem  
Council Member  
Council Member  
Council Member

Members absent:

Don Funderlic

Council Member

Constituting a quorum. The following staff members were present:

Matt Fielder  
Julie Arrington  
Scott Williams  
Barry Reeves  
Robert Coker  
Thressa Householder

City Manager  
City Secretary  
Public Works Director  
Assistant Police Chief  
Assistant Fire Chief  
Court Administrator

Also in attendance:

None.

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:30 p.m.

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

**11. Discussion on PantegoFest 2015**

Mr. Fielder explained he placed this on the agenda to discuss any issues from this weekend. Mayor Paradise stated she enjoyed Alex the DJ, how he engaged the crowd, and presented his suggestion regarding a Pantego Idol contest. There was discussion on the number of vendors, complaints received from the vendors, low attendance numbers, and the improvements to the sound compared to last year. Council discussed their disappointment in Incognito and explored other options for the band line ups for next year. Flair Events informed Council there were 7,500 direct mail pieces sent out and 6,000 handed out to the local churches and schools. There was discussion on the number of vendors and sponsors compared to last year; the parking across Park Row; and the noise through town and the surrounding neighborhoods. Council would like to wrap up the financials and reports for the October 26<sup>th</sup> Council meeting and immediately start on next year's event. There was discussion on marketing and the location of the food vendors.

**1. City Manager Report**

Mr. Fielder informed Council on the following information:

All vacancies have been filled. The new Community Development Director, Dennis Jobe, will start on October 12<sup>th</sup>. Assistant Police Chief Reeves stated he has hired a fulltime dispatcher with considerable experience who is a student at the University of Texas in Arlington. He has hired two people for the officer positions. Currently, they are not police officers but will begin training at the Academy on October 12<sup>th</sup>.

The strategic planning session is scheduled for Saturday, October 24<sup>th</sup> at Town Hall from 8:00 a.m. to 5:00 p.m. Councilmember Barrett and Mayor Pro-Tem Brewster are not available to attend. There was discussion on the purpose of the session to strategize the marketing and economic development efforts for the town and allowing the Council and the Economic Development Board to create and work towards a common goal.

Mayor Paradise adjourned the Work Session at 7:34 p.m.

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

Mayor Paradise called the regular session to order at 7:39 p.m. and welcomed the audience.

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

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

Mayor Pro-Tem Brewster stated PantegoFest was a blast, had good weather, staff and the event planner worked very hard and pulled it all together. He truly appreciates everyone that was involved. He attended the Texas Municipal League Conference in San Antonio last week and several classes that were offered. He received a lot of good information and made a few contacts.

Councilmember Adair agreed with Mayor Pro-Tem Brewster and felt he could not say enough for all the hard work of staff and the many volunteers.

Councilmember Barrett thanked everyone and how hard they worked on PantegoFest and thanked the Town for the opportunity to attend the Texas Municipal League Conference.

Councilmember Surratt thanked the staff who worked very hard; it is hard for everyone and has become a family. Staff had their families there working with them. There was a lot to learn at the Texas Municipal League Conference. He attended the House Bill 40 session, the Youth Advocacy Council session, and the Groundwater session.

Mayor Paradise requested the Texas Municipal League materials to be downloaded to Dropbox for the Council to review and have access. She appreciates the hard work of staff for PantegoFest beginning the early hours of Friday to get everything set up and then of course working nonstop until the end of the festival and several more hours afterwards to make sure everything was normal for Monday morning. One of the things she felt was really noticeable was every time she saw the Public Works employees they had a smile on their face and were having fun. She gave tribute to Kyle Suggs of Public Works for stepping up at the last minute for the pie eating contest and to Firefighter Ben Ogletree for not only entering the pie contest but winning the pie contest and going up on stage earlier in the day and performing the Chicken Dance.

Mayor Pro-Tem Brewster wished Councilmember Barrett a Happy Birthday.

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

Council inquired on the Flair Events invoice and the hourly billing by the quarter instead of the tenths as discussed.

**3. Approval and Acceptance of Minutes**

Approval of Town Council Minutes:

- Town Council minutes from September 14, 2015

No comments were given.

Acceptance of Minutes of Boards and Commissions:

- PEDC minutes from August 12, 2015
- PEDC minutes from August 26, 2015

No comments were given.

**COUNCIL LIAISON TO BOARD REPORT**

**Community Relations Board**

Mr. Fielder stated the Board met last Tuesday to discuss the logistics of Halloween and Christmas. He informed Council the Board has divided the events among the members and implemented more details in the planning of the events.

**Pantego Youth Leadership Council**

Mayor Paradise informed Council the PYLC met in September and had a general overall and welcoming meeting. They will meet again on October 20<sup>th</sup> to finalize details on Halloween, conduct the election of officers, and identify current issues.

**PEDC REPORT**

Councilmember Adair informed Council the PEDC Board discussed the logistics of PantegoFest and after the meeting several members went to Texas Fitt to stuff more of the shopping bags to be handed out at PantegoFest.

**CITIZENS OPEN FORUM**

None.

**APPROVAL OF CONSENT AGENDA ITEMS**

Councilmember Adair made a motion to approve the Consent Agenda items 1, 2, and 3 as discussed. Councilmember Surratt seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

**PUBLIC HEARING**

**4. Second and final public hearing to receive comments and to consider the proposed Budget for the Fiscal Year beginning October 1, 2015 through September 30, 2016.**

Mayor Paradise opened the public hearing at 8:07 p.m.

No comments were given.

Mayor Paradise closed the public hearing at 8:07 p.m.

There were no comments from Council.

**ORDINANCE**

- 5. Discuss, direct, and consider action on Ordinance 15-769 an ordinance of the Town Council of the Town of Pantego, Texas, adopting the tax rate and tax exemptions for the tax year 2015, levying the tax, and declaring an effective date.**

Mr. Fielder explained this ordinance sets the tax rate all the information here is what you have seen before when we discussed the effective tax rate that is the amount of taxes you collected the previous year and the roll back rate is the rate that you have collected enough to trigger an election. We are recommending staying at the same rate as the previous year which is \$0.42 which is a slight increase over the effective tax rate and this ordinance will allow you to adopt this rate and that is what the budget is predicated on.

Councilmember Surratt made a motion to approve ordinance 15-769, first and final reading; I move that the property tax rate be increased by the adoption of a tax rate of \$0.42, which is effectively a 0.362% increase in the tax rate. Councilmember Barrett seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nayes: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

- 6. Discuss, direct, and consider action on accepting the Pantego Economic Development Budget for Fiscal Year October 1, 2015 through September 30, 2016.**

Mr. Fielder informed Council the PEDC budget is included in the overall Town Budget and the Council will essentially approve this twice. Statutorily this is not required but historically Council adopts the PEDC budget as a separate line item. Councilmember Surratt informed Council the PEDC Board did not use the money that was set aside for lighting on the arch last year and the line item was removed for this year's budget. There was discussion on the various electrical issues on the arch.

Councilmember Adair made a motion to approve the PEDC Budget for Fiscal Year 2015-16 as submitted. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster

Nayes: None

Abstention: None

Mayor Paradise declared the motion passed unanimously.

- 7. Discuss, direct, and consider action on Ordinance 15-770 an ordinance of the Town Council of the Town of Pantego, Texas, adopting the budget for the Fiscal Year beginning October 1, 2015 through September 30, 2016 and declaring an effective date.**

Ms. Arrington read the caption for the record.

Councilmember Surratt made a motion to approve the Town of Pantego Budget beginning October 1, 2015 through September 30, 2016 as presented. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nayes: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

**8. Discuss, direct, and consider action on Ordinance 15-771 an ordinance of the Town Council of the Town of Pantego, Texas, authorizing amendments to the adopted budget for Fiscal Year 2014/2015; and declaring an effective date.**

Mr. Fielder explained some of the items were discussed during the budget process. There are two expenses for the street improvement fund that have been pushed to the new fiscal year. The Wagon Wheel overlay project will not be done because the contractor is still working on the water and sewer line repairs. The other is the pavement markings for S. Bowen due to repairs that need to be made on Bowen and scheduling it around the school year. This will not affect the general fund. The Wagon Wheel water line replacement was taken out of this year's Water and Sewer Fund and placed into the Infrastructure Fund and in turn replaced the sewer repairs from the Infrastructure Fund and placing them into the Water and Sewer Fund. This all balances out. He explained other movement of expenses among the funds to clean up the separation of the Water and Sewer Fund and the Infrastructure Funds. Finally, the auditor's requested a cleanup of the Nolan County property income that was placed in the General Fund. Ms. Arrington read the caption of the ordinance for the record.

Mayor Pro-Tem Brewster made a motion to approve ordinance 15-771 authorizing the amendments to the adopted current Fiscal Year budget. Councilmember Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster

Nays: None.

Abstentions: None

Mayor Paradise declared the motion passed unanimously.

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

**9. Discuss, direct, and consider action on the 2015-16 nomination of a Board Member to the Tarrant Appraisal District.**

There was discussion on nominating Councilmember Funderlic as a director and the process for the nomination.

Councilmember Surratt made a motion to nominate Councilmember Funderlic for a director for Tarrant Appraisal District. Councilmember Barrett seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster

Nays: None

Abstentions: None

Mayor Paradise declared the motion passed unanimously. Ms. Arrington will ensure the nomination is done properly.

**10. Discussion on the Texas Municipal League Annual Conference 2015 and receive updates from Council and staff attendees.**

Councilmember Barrett and Councilmember Surratt discussed the various seminar sessions they attended and the topics discussed in them. The biggest topic was the changes in the groundwater regulations. Mayor Pro-Tem Brewster attended a seminar session on *Securing the Human*, a discussion on security between electronic files and personnel; *Dealing with the Media*; and a couple

Town Council Minutes  
September 28, 2015

of professional development classes. Ms. Arrington was directed to have all available handouts from the TML website downloaded to Council's Dropbox.

**11. Discussion on PantegoFest 2015.**

This item was discussed during the work session with April Coltharp with Flair Events. This will be revisited again with financial reports and complete figures. Council discussed hiring Mrs. Coltharp for 2016 on an incentive based pay in addition to her contractual amount.

COUNCIL INQUIRY

None.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 8:36 p.m.

APPROVED:

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

ATTEST:

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



# AGENDA BACKGROUND

**AGENDA ITEM:** Honoring Freddie Alexander, Jr. for his service and dedication to the  
Town of Pantego

**Date:** October 12, 2015

---

**PRESENTER:**

Mayor Melody Paradise

**BACKGROUND:**

Warrant Officer Freddie Alexander, Jr. has been with the Town of Pantego for 18 years. He began his career with Pantego in the Police Department. He will be missed dearly by all and has brought great honor to the Town of Pantego with his leadership skills and extraordinary service.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

Proclamation



# Proclamation

- WHEREAS,** **Freddie Alexander, Jr.** began his distinguished career with the Pantego Police Department in 1997; AND
- WHEREAS,** **Freddie Alexander, Jr.** worked his way up from a patrol position, to Pantego's first Motor Officer; and in June 2009, became a Warrant Officer and Bailiff for the Municipal Court; AND
- WHEREAS,** **Freddie Alexander, Jr.** facilitated the expansion of the search capabilities of the Warrant Department by adding multiple search engines to the existing capacity of the Municipal Court Warrant Clearances Department; and was instrumental in the growth of the Warrant Division; and improved several of the current procedures as a Court Bailiff ; AND
- WHEREAS,** In 2001, he received the Chief Achievement's Award; and in 2014, he received the Court Employee of the Year Award; AND
- WHEREAS,** To his fellow employees, **Freddie Alexander, Jr.**, was known for being a straight shooter, honest and dependable; AND
- WHEREAS,** **Freddie Alexander, Jr.** retired on October 16, 2015 after 18 years of admirable dedication to the Town of Pantego.

**NOW, THEREFORE, I, MELODY PARADISE, MAYOR OF THE TOWN OF PANTEGO, ALONG WITH THE ENTIRE TOWN COUNCIL, URGE ALL CITIZENS TO JOIN ME IN HONORING AND DECLARING:**

**OCTOBER 12, 2015  
FREDDIE ALEXANDER JR. DAY**

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND  
AND CAUSED THE SEAL OF THE TOWN OF PANTEGO TO  
BE AFFIXED THIS 12<sup>TH</sup> DAY OF OCTOBER 2015.

---

**MELODY PARADISE  
MAYOR**



# AGENDA BACKGROUND

**AGENDA ITEM:** Introduction of Dennis Jobe, Community Development Director; Clint Springer and Courtney Guy as Patrol Officers; and Gina Saladino as Dispatcher

**Date:** October 12, 2015

---

**PRESENTER:**

Matt Fielder, City Manager  
Barry Reeves, Assistant Police Chief

**BACKGROUND:**

Matt Fielder will introduce Dennis Jobe to Council as the new Community Development Director.

Barry Reeves will introduce Clint Springer, Courtney Guy, and Gina Saladino as new employees to his department.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

None.



# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider action on Resolution 15-25 a resolution of the Town Council of the Town of Pantego, Texas, adopting a Procurement policy for the Town; and providing for an effective date.

**DATE:** October 12, 2015

---

**PRESENTER:**

Ariel Carmona, Finance Director

**BACKGROUND:**

It has been a long standing policy of the Town of Pantego to conduct all procurement on the basis of economic and business merit. The Procurement Policy is intended to continue to promote the best interest of the citizens and to maintain a cost effective procurement system that conforms to good management practices, and the State of Texas purchasing statutes, rules and requirements. The Procurement Policy clearly defines authority, responsibility and establishes guidelines for the organization to follow when carrying out procurement activities.

The Finance Committee met a couple of times to review and discuss this policy. Recommendations made during these meetings were incorporated into what is now presented as the final attached version of the Procurement Policy.

This item was considered at the July 27<sup>th</sup> Town Council meeting. Questions raised at that time concerned the insurance requirements of Exhibit IV. Staff contacted our liability insurance carrier, who offered declined to offer advice on the levels of insurance that the Town should require of contractors. Staff reviewed the insurance requirements of surrounding municipalities and altered Exhibit IV to conform to those examples.

**FISCAL IMPACT:**

This policy will have a direct fiscal impact on the daily departmental procurement responsibilities of acquiring goods and services on the Town's behalf.

Purchases of goods and services of \$500 to \$3,000 (instead of \$1,000) will continue to require a purchase order that may be approved by the City Manager. Purchases greater than \$3,000 (instead of \$1,000) will require Town Council approval.

**RECOMMENDATION:**

Staff recommends the Procurement Policy be approved as presented.

**ATTACHMENTS:**

Resolution

Procurement Policy

Current Purchasing Procedures

**RESOLUTION NO. 15-25**

**A RESOLUTION OF THE TOWN COUNCIL ADOPTING A PROCUREMENT POLICY FOR THE TOWN OF PANTEGO, TEXAS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council has determined that it will be in the best interest of the Town of Pantego to adopt a Procurement Policy and Procedure statement; and

**WHEREAS**, the purpose of this policy is ensure compliance with the State of Texas Local Government Code regulating the procurement of goods and services; and

**WHEREAS**, it is the policy of the Town of Pantego to be compliant with applicable laws regulating the contracting process and to utilize vendors and consultants when technical expertise, temporary requirements, and advice and recommendations are needed, and when services are required for public purposes; and

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

**Section 1:** the Town Council hereby adopts the attached Procurement Policy as presented by the Finance Director.

**Section 2:** the Town Council agrees and accepts the terms and conditions of the Procurement Policy as presented by the Finance Director in "Exhibit A."

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

**PASSED AND APPROVED** this the 12<sup>th</sup> day of October 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**James T. Jeffrey, Jr., City Attorney**



**TOWN OF PANTEGO  
PROCUREMENT POLICY**

APPROVED ON \_\_\_\_\_

By Resolution \_\_\_\_\_

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## PROCUREMENT POLICY

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# **PROCUREMENT POLICY**

## **PART I: GENERAL INFORMATION**

### **1. STATEMENT OF GENERAL POLICY**

It is the Town of Pantego's policy that all procurement shall be conducted strictly on the basis of economic and business merit. It is important to keep in mind that the Town operates in full view of the public. This policy is intended to promote the best interest of the citizens and to maintain a cost effective procurement system conforming to good management practices. The policies and procedures outlined herein are intended to comply with legally mandated federal and state statutes.

### **2. PURPOSE AND SCOPE**

The primary objective of the Procurement Policy is to be open and fair in all aspects of the procurement process and to ensure compliance with the State of Texas local government statutes regulating the procurement of goods and services. In doing so, the Town adopts the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the Town can do so. The purpose of this Policy is to:

- Give all suppliers full, fair, prompt and courteous consideration;
- Keep competition open and fair;
- Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
- Cooperate with suppliers and consider possible difficulties they may encounter; and
- Observe strict truthfulness and highest ethics in all transactions and correspondence.

It is the policy of the Town of Pantego to also be compliant with applicable laws regulating the contracting process and to utilize vendors and consultants when:

- Technical expertise is required which does not exist within the Town staff;
- A temporary requirement exists that cannot be met by existing Town staff;
- It is necessary to receive advice and recommendations independently of permanent Town staff; and
- Services are required for public purposes, which services the Town itself cannot provide as effective or efficiently.

This policy is strictly an internal administrative policy document. No part of this policy: (1) creates, or is intended to create, a private right of legal action for any vendor, consultant, or any other person or entity, or (2) makes, or is intended to make, any vendor, consultant, or any other person or entity a third-party beneficiary.

This document should be used as a general guide policy rather than a sole source reference document when making procurement decisions. It is the responsibility of Town officials and employees to ensure full compliance with State law. This policy applies to all Town officers and employees involved in the Town's procurement process and to all contracts and agreements entered into on behalf of the Town.

### **3. CODE OF ETHICS**

By participating in the procurement process, employees and elected and appointed officials of the Town of Pantego agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
- Demonstrate loyalty to the Town of Pantego by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interest and the interest of the Town of Pantego.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favor, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstances which may be construed by reasonable persons as influencing the performance of governmental duties.
- Engage in no business with the Town of Pantego, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Expose corruption and fraud whenever is discovered.
- Uphold these principles, ever conscious that public office is a public trust.

## **4. CONFLICT OF INTEREST**

### **4.1 Contracts**

Specifically with reference to contracts, no employee or officer of the Town who exercises any functions or responsibilities in the review or approval of an undertaking or the carrying out of one of the Town's contracts shall participate in any decision related to that contract if the decision affects his or her personal financial interest, such officer or employee has a substantial interest as defined by state law, or participation by such officer or employee is otherwise prohibited by state law or Town policy.

If a former staff member or Town officer has worked less than one year for a business seeking to contract with the Town, the business entity must make it known and must describe the relationship between the former employee/officer and the firm. In no instance may this former employee/officer have hours billed on any project or program; to do so is reason for not awarding a contract.

### **4.2 Declaration of Conflict of Interest**

In the event of a conflict of interest as defined by state law, the affected officer or employee must file a signed affidavit declaring his or her conflict of interest. The affidavit must be filed with the City Secretary. Such official, officer or employee must abstain from discussion of or voting on a bid, proposal or contract submitted by a business entity in which he/she has a substantial interest. More specifically, in addition to the requirement to complete an affidavit, when an item is placed before a Board, Commission, Committee or Town Council for review, any and all members of those bodies who have a conflict of interest shall announce that he/she has such conflict and shall leave the room until the body has discussed and taken action on the item for which the member has a conflict.

Moreover, it is the policy of the Town that an employee who has a substantial interest in a business entity as defined by state law, shall follow the procedure outlined in this section. Officials, officers and employees shall abstain from participating in the procurement process, which includes but is not limited to discussions, lobbying, rating, scoring, recommending, providing information outside of the Public Information Act process, explaining or assisting in the design or approval of the procurement process on contract with the organization he or she represent or from which he or she receives a direct financial benefit; or on contract with organizations in which a family member will realize a direct benefit.

#### **4.3 Violations and Remedies**

Violations of the provisions of this Article constitute misconduct, subjecting the violator to any and all penalties prescribed by law. Penalties, sanctions or other disciplinary actions to the extent permitted by state or local laws, rules or regulations, shall be imposed for violations of the code of conduct/conflict of interest standards, by the Town's officers, employees or agents or by persons, contractors or their agents, when the procurement involves state or federal programs and/or funds. Violations of federal law shall be referred to the proper authority having jurisdiction over it.

#### **4.4 Substantial Interest**

A person has substantial interest in a business entity if: (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or (2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year. Additionally, a local public official is considered to have a substantial interest if a person related to the official in the first degree by blood or marriage, as defined by Chapter 573 of the Texas Government Code, has a substantial interest as defined herein.

### **5. COMPLIANCE**

- 5.1 It is the responsibility of the Department Heads to ensure adherence to all governing policies and procedures related to Town procurements and contracting, including but not limited to those established in this policy.
- 5.2 It is the responsibility of the Department Heads to ensure compliance with applicable requirements of State law, Code of Ethics, and any other related procurement requirement and contracting process applicable laws.
- 5.3 It is the responsibility of the Department Heads to develop specifications and ensure that sufficient funding has been appropriated for the procurement of goods and services prior to submission of bid specifications, proposals or requisitions.
- 5.4 It is the responsibility of the Department Heads to ensure that all contracts are properly executed prior to commencement of work or purchase. Vendors and consultants will not be authorized to begin work until the contract, bonding (if bonding is required), and appropriate insurance, including amendments, have been fully executed and delivered.

- 5.5 Each department should plan their work so “rush orders” and emergency requests are kept to a minimum. Coordination of daily operations must be planned and budgeted for by the user departments to reduce and/or eliminate work stoppages and rush ordering.
- 5.6 Departments upon the approval of the department head may purchase goods and/or services less than \$500 directly from a vendor by methods described herein. This procedure enables departments to make small purchases in a cost and time-effective manner using the informal solicitation method.
- 5.7 Each department shall submit requisitions and approvals at the appropriate quote thresholds and user authorities.
- 5.8 Departments are required to notify the Finance Department of any repetitive cumulative purchases that reach any designated quote or bid threshold.
- 5.9 The department is required to allow sufficient lead-time for all quoted and solicited actions. Planning purchases in advance in order to allow sufficient time to advertise, when necessary, obtain proposals, quotations, or bids, determine best source, and issue purchase orders with reasonable lead-time for delivery and thus prevent emergencies.
- 5.10 No orders shall be placed without an approved purchase order. Departments do not have the authority to order directly from a vendor without an approved purchase order, nor to negotiate any purchases/contracts without the consent of the City Manager and/or Town Council.
- 5.11 No employee shall purchase supplies, services, materials or equipment of any kind through the Town of Pantego for personal use.
- 5.12 Each Department Head shall assume the responsibility of maintaining control of their departmental budgeted expenditures, including expenditures on annual contracts and agreements.
- 5.13 Departments are encouraged to closely monitor vendor performance by inspecting or supervising the inspection of commodities, services and equipment delivered; and determining acceptability of their quality, quantity, and conformity with specifications.
- 5.14 It is the responsibility of the City Secretary to maintain the Town’s official record originals of all contracts and agreements, with accompanying exhibits and other official documentation with reference to the appropriate resolution or administrative action number. The initiating department shall maintain departmental copies of contract process and documentation necessary for

record keeping and record retention requirements. Refer to the Town's Records Retention Policy for more.

## 6. FORMAL CONTRACT PREPARATION PROCEDURES

6.1 **General Policy.** The Town's Attorney makes the ultimate determination whether a formal contract or a specific form contract document is or is not required in a particular instance, based upon the nature of the contract or procurement and the best legal interest of the Town.

The Town Attorney should be consulted if, at any point during the negotiation of a contract, there is a need for advice regarding the vendor's or consultant's disagreement with any of the material terms of the contract or disagreement regarding any of the material terms of the business deal upon which the contract is based.

In addition, and upon City Manager's request, each contract will be reviewed by the Town's Attorney to consider the specific liability and cost recovery issues that could arise in the event of contractor default during the bidding and performance phases.

6.2 **Contracts of \$25,000 or less.** Generally, since all of these contracts are procured by other than request for bids, and are procurements of relatively minimal risk to the Town, a formal contract is not usually required. Purchase orders generally satisfy the requirements for a formal contract under this section. However, preparation of a formal contract **will be required** for:

- Construction services and facility construction contracts.
- Procurements of custom manufactured goods to meet a Town's department's specialized needs.
- Interlocal agreements between the Town and other cities, counties, and State or Federal agencies.
- Procurements of architectural or engineering consultants that involve preparation of sealed plans and specifications as part of the required scope of work.
- Procurements in which the City Manager, Finance or an initiating department requests the preparation of a formal contract.

6.3 **Contracts greater than \$25,000.** Before the Town may enter into a contract that requires an expenditure of \$25,000 or more, the Town must:

- a. Comply with the procedure prescribed for competitive sealed bidding or competitive sealed proposals described in this document; **OR**
- b. Use the reverse auction procedure, as defined by Section 2155.062(d) – State Purchasing and General Service, Government Code, for purchasing;

In this subchapter, “reverse auction procedure” means:

- (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or
  - (2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; **OR**
- c. Comply with the method described in Chapter 2269 – State Local Contracts and Fund Management, Government Code.

## 7. **CONTRACT EVALUATION COMMITTEE**

Based on the nature of the contract, and upon the recommendation/approval of Council, an evaluation committee may be formed. The evaluation committee will be comprised of at least one (1) designated representative of the initiating department, along with designated representatives of other affected departments, the Finance Director, the City Manager, two (2) Council members and the Town Attorney (as needed). The members of the evaluation committee shall have sufficient expertise in the particular operations of the departments affected by or benefiting from the use of the goods or services. Council and Town staff shall carefully screen individuals proposed to work on the evaluation committee to ensure that there will be no conflict of interest or other conflict with the Code of Ethics.

The evaluation committee shall have the following responsibilities:

- To ensure that the bids submitted materially comply with all specifications for the goods or services advertised. Bids evaluated under this method are not negotiable. If a bid materially deviates from the specifications, it is nonresponsive and cannot be considered in the evaluation process.

- To evaluate and score bids strictly on the basis of the best value criteria and scoring weights or methods shown in the request for bids.
- To rank bidders on the basis of the scoring results and make a recommendation as to which bid provides the best value to the Town.

Following recommendation by the committee, the usual Council agenda and other approval, contracting, and routing processes shall be followed as applicable.

## **8. THE REQUISITION / PURCHASE ORDER PROCESS**

When the need arises for a single purchase of goods and/or services with an estimated value of \$500 or more, the user Department shall originate a purchase order. The purchase order must be prepared far enough in advance of the date that the goods and/or services are needed to allow all procurement procedures to properly be administered, including:

- Securing appropriate approval of the purchase;
- Advertising for bids/proposals, if required;
- Obtaining bids or price quotations;
- Evaluating bids/proposals;
- Preparing the contract; and
- Allowing delivery of goods or services in a timely manner.

Once the vendor selection has been completed and the purchase order has been approved, the initiating department will then order the goods and/or services for which the purchase order was requested.

**The Town is not liable for making payment to vendors for purchases that have not had prior approval of the City Manager and/or Town Council and have not been issued a purchase order number.** All purchases except those made through Petty Cash and Procurement Card (p-card), must be made through an approved purchase order or contract. Purchase orders shall not be issued “after-the-fact”.

**The City Manager is authorized to approve purchase requisitions/purchase orders with an estimated value of \$500 to \$3,000. Purchases over \$3,000 must be approved by the Town Council.**

## **9. PROCUREMENT METHODS**

The Town has different methods for procuring goods and services each of which is determined by the total estimated cost of the purchase. However, regardless of the cost of the purchase, the objective is to secure the highest quality goods and services at the lowest possible price. No purchase may be split to circumvent the dollar amount

requirements. With the exception of Petty Cash and procurement card (P-card) purchases, the procurement process begins with the preparation and approval of a requisition/purchase order.

### 9.1 **Petty Cash – Cost up to \$100**

Petty cash should be used for minor, “last minute” or minor emergency business expenses where it is impractical to be billed, use a P-card or to have a check issued before hand. The use of petty cash funds is limited to reimbursements to Town officials, staff and volunteers for small expenses not to exceed \$100. Town employees are not to misuse petty cash funds by splitting a purchase into more than one transaction in order to not exceed the \$100 limit. All petty cash reimbursements/requests must include:

- Original Receipt(s);
- A **completed** Petty Cash Disbursement Form – must include valid business reason for the item(s) purchased or to be purchased;
- Signature of the person who received payment; and
- Signature of the person who approved the reimbursement.

No disbursement will be authorized without a proper receipt and a completed Petty Cash Disbursement Form. Petty cash cannot be used to pay for:

- Travel and salary advances;
- Personal loans;
- Credit card reimbursements;
- Cashing of personal checks; and/or
- Any other type of service payment.

### 9.2 **Procurement Card (P-card) Purchases – less than \$500**

The intent of the procurement card is to provide a controlled, but less labor-intensive alternative to the existing procedures for purchasing and paying for items up to the pre-determined credit limits. The maximum amount of a single transaction shall not exceed \$500. The procurement card is to be used to make purchases for operations included in the Town’s approved budget. P-cards cannot be used for any type of service payment. Refer to the Procurement Card Policy and Procedures for more.

### 9.3 **Check requests – less than \$500**

Check request must be used for purchases in any amount where quotes, bids, contracts, or price agreements do not apply. Check requests should be used only for those payments that do not have an invoice. If the invoice is the backup documentation, no check request form is required. Examples:

- Association Memberships/Licenses;
- Professional subscriptions/Books/Publications;
- Personnel development & activity/ Educational Enhancement;
- Jury Service/Customer refunds/court bonds etc.;
- Election expenses/Elected official compensation/Legal filing fees;

- Postage/office supplies; and
- Any other qualifying expense under \$500.

#### 9.4 **Quotes – Request For Quotation (RFQ/Quotation)**

9.4.1. Purchases of non-contract goods or services totaling less than \$3,000 require no quotations.

Purchases totaling \$3,000 to \$4,999 require a minimum of two (2) informal quotes.

Purchases totaling \$5,000 to \$24,999 will require three (3) or more competitive written quotes. Two no quotes returned equal one quote. All quotations received must be in writing from the vendor and available for review.

9.4.2. Formal Quotes for purchase of more than \$25,000 but less than \$50,000:

- Purchases must be expressly approved in advance by Department Director/City Manager and Town Council.
- A minimum of three (3) business days and a maximum of 15 business days should be allowed for response from vendors.
- Quotes can be received by mail, person, fax or electronically by the due date set on the Request for Quotations (RFQ).
- Departments will prepare results tabulation for each item or group of items following the deadline to arrive at a recommendation. Quotes are awarded based on lowest responsible quote or best value.
- Recommendation will be submitted to Council for approval and award.

9.4.3. Local Government Code Chapter 252.0215, competitive bidding in relation to Historically Underutilized Business (HUB) vendors, states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two (2) HUBs on a rotating basis. If the list fails to identify a disadvantaged business in the county in which the Town is situated, the Town is exempt from this section.

**HUB** – Certified businesses that are at least 51% owned, operated, and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans and American Women. To obtain a listing of all businesses certified by the State of Texas for Tarrant County visit: <http://www2.tbpc.state.tx.us/cmbl/cmbllhum.html>.

## 9.5 **Competitive Bids/Proposals – Cost \$25,000 or more**

The Town Council must approve all budgeted, non-budgeted or unanticipated purchases with values in excess of \$25,000 prior to the purchase. Once a resolution has been passed or approval has been granted, the purchase must be made through the use of competitive bids/proposal or some other method as authorized by this policy. Invitations for bids and proposals shall include specific instructions to the vendors concerning bid submission requirements including the time, date and place for receipt of bids/proposals by the Town.

**Public Access to Procurement Information** – Procurement information shall be a public record to the extent provided by the Texas Open Records Act and shall be available to the public as provided therein. If a bid/proposal contains information that the bidder/proposer considers proprietary and does not want disclosed to the public or use for any purpose other than the evaluation of the offer, all such information must be clearly marked as proprietary and confidential by making such notation on each page or portion thereof containing propriety and confidential information. The Town reserves the right to duplicate, use or disclose the information as needed to prepare contract documents and working documents for the project and is not liable for accidental disclosure of such information.

**Confidentiality of Bidders/Proposals** – A vendor's bid/proposal is confidential until opened. Therefore, no bid or proposal shall be opened before the date and time of the published opening of such bid/proposal. Opening bids/proposals prior to the publication date and time is a violation of state law and Town policy.

### 9.5.1. **Request For Bids (“RFB”)**

- a. Requisitions for item(s) whose aggregate total cost is more than \$25,000 must be processed as competitive solicitations (e.g. sealed bids, request for proposals, and request for offers). Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

Under no circumstance shall multiple requisitions of \$25,000 or less be used in combination to avoid otherwise applicable bidding requirements or Town Council approval, which is required for all purchases greater than \$25,000.

- The user department shall initiate the bid process.
- The user department shall develop a generic set of specifications so as not to eliminate competition. User department will provide a list of any known vendor(s) they wish to receive a bid package.
- Initiating department will receive the bids and place them in a locked file until the date of the bid opening. At that time bids will be opened publicly

in a designated location. Bids received after the due date and time will be rejected as non-responsive. Bid openings are open to the public.

- Bid openings will be conducted by the initiating department or designee.
- User department will prepare tabulation for each item or group of items following the bid opening and consult with the Town Manager in order to arrive at a mutual agreement for recommendation. Bids are awarded based on lowest responsible bidder or best value.
- The Department shall prepare an agenda item request form with the staff recommendation for Council approval and award.

b. **Time Requirements.** The time required for the processing of competitive sealed bids is generally 6-8 weeks. The process consists of the following requirements:

- Receipt of specifications;
- Specifications are developed, drafted, and reviewed by the requesting department;
- Bid is advertised in the printed media as required by statutes. By law, the bid cannot be opened until at least the 15<sup>th</sup> day after the initial advertisement;
- When applicable, Bid is posted on the Town's website. Download is available to any interested party;
- A pre-bid conference is held, if applicable;
- Addenda are issued, as needed;
- Bid is opened, tabulated, and evaluated and recommendation of award is forwarded to Council for approval;
- Staff report is prepared, presented to Council for approval;
- Receipt of all required insurance and bonds; and
- If awarded, a PO or contract and an award letter are issued.

c. **Advertising Requirements.** Texas Local Government Code, Section 252.041 (a) states:

*Whenever the competitive sealed bidding requirement applies to the contract, notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the municipality.*

*The date of the first publication must be before the 14<sup>th</sup> day before the date set to publicly open and read them aloud. If no newspaper is published in*

*the municipality, the notice must be posted at the City hall for 14 days before the date set to open the bids and read them aloud.*

d. **Award of Contract.** Texas Local Government Code, Section 252.043, states, in part:

(a) *If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.*

(b) *Before awarding the contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.*

e. **Lowest Responsive and Responsible Bidder**

- A **responsive** bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.
- A **responsible** bidder is defined to be one who demonstrates specific selection criteria responses that define whether the company can successfully deliver the supplies, equipment or services.

f. **Best Value Bidder.** Texas Local Government Code, Section 252.043, states, in part that in determining the best value for the municipality, the municipality may consider:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidder's past relationship with the municipality;
- The impact of the ability of the municipality to comply with laws and rules relating to contracting with HUB and non-profit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidder's goods or services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

g. **Bid Protest.** Any actual bidder or contractor who is aggrieved in connection with a bid invitation or award of a contract may protest to the initiating department. The protest must be submitted in writing within five (5) business days after public posting of the Recommended Award. Only written protests shall be considered. The protest letter must be signed and include the following information:

- Name, address and telephone number of the protester;
- The bid/proposal or contract number;
- A detailed statement of the legal and factual grounds for protest, information demonstrating its timeliness, copies of relevant documents, and reasons the protest should be sustained; and
- A specific request for a ruling by the Town Council.

Failure to provide this information may result in a determination that the protest is without merit. The decision of the Town is final.

If the bid or proposal has not been opened and there is a protest regarding overly restrictive specifications, omissions, ambiguous or indefinite evaluation factors, or other concerns, protesters are to contact the initiating department to explain any concerns, no later than five (5) business days before the bid or proposal is scheduled to be opened. If the protest is determined to have merit, the initiating department will make reasonable effort to issue an addendum, extent the bid opening date, or resolve any issue prior to the bid opening or receipt of bids/proposals.

h. **Identical Bids.** Texas Local Government Code, Section 271.901 states in part:

- (a) *If a municipality or district is required to accept bids on a contract and received two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the governing body of the municipality or district shall enter into a contract with only one of those bidders and must reject all other bids.*
- (b) *If only one of the bidders submitting identical bids is a resident of the municipality or district, the municipality or district must select that bidder. If two or more of the bidders submitting identical bids are residents of the municipality or district, the municipality or district must select one of those bidders by the casting of lots. In all other cases, the municipality or district must select from the identical bids by the casting of lots.*
- (c) *The casting of lots must be in a manner prescribed by the Mayor of the municipality or the governing body of the district and must be conducted in the presence of the governing body of the*

*municipality or district. All qualified bidders or their legal representatives may be present at the casting of lots.*

- i. **Disqualification of a Bidder.** If a bidder has provided unsatisfactory service or products to the Town in the past, those experiences are to be thoroughly documented in order to support any later disqualifications. A vendor who fails to provide satisfactory products, goods or services or who has breached, terminated or been terminated from a contract with the Town in the past will be removed from the Approved Vendors List for future bidding opportunities and may be disqualified from bidding on future projects.

#### 9.5.2. Request For Proposals (“RFP”)

A Request for Proposal (RFP) enables the initiating department, when a group of vendors has already been identified, to fully communicate the project scope to potential proposers and review a detailed fee proposal received in response to the RFP.

- a. Texas Local Government Code Chapter 252.021 Subparagraph (c) states, in part:

*A municipality may use the competitive sealed proposal procedures only for high technology procurements or, in a municipality with a population in excess of 25,000, for the purchase of insurance.*

- b. Texas Local Government Code Chapter 252.042 states:  
*Request for Proposals (RFPs) made under Section 252.021 must solicit quotations and must specify the relative importance of price and other evaluation factors.*

*Discussions in accordance with the terms of a request for proposal and with regulations adopted by the governing body of the municipality may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award or the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract.*

- c. Texas Local Government Code Chapter 252.49(b) states:  
*If provided in a RFP, proposals shall be opened in a manner that avoids disclosure of the contents to competing vendors and keeps the proposals secret during negotiations. All proposals open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.*
- d. Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable Town policies implementing this chapter.

e. **Time Requirements.** The time required for the processing of a RFP is generally 8-10 weeks, depending on the complexity of the specifications. The process consists of the following requirements:

- Receipts of specifications;
- Specifications are developed, drafted, and reviewed by the requesting department and Finance;
- RFP is advertised in printed media as required by statutes. By law, the RFP cannot be opened until at least the 15<sup>th</sup> day after the initial advertisement;
- Post proposal on the Town's website, where potential bidders are notified of the opportunity. Download is available to any interested party;
- A pre-proposal conference is held, if applicable;
- Addenda are issued, as needed;
- Proposal is opened and evaluated;
- Presentations by bidders, if applicable;
- Negotiate, if required;
- Contract development, if applicable
- Staff report is prepared and presented to Council for approval;
- Receipt of all required insurance and bonds, and;
- If awarded, a PO or contract and an award letter are issued.

#### 9.6 **Professional Consulting Services Contracts – Request For Qualification (RFQ)**

Professional services for the purposes of Texas Local Government Code Chapter 2254 are defined as those “services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.”

Personal or professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualification (RFQ) documents. The presentation of information, technical and the qualifications of personal and/or professional services included in the RFQ is the sole responsibility of the requesting

department. The RFQ shall be advertised and may also be sent out to qualified vendors whom Town staff recommends.

A Request for Qualifications (RFQ) enables the initiating department to seek firms who can indicate to the Town the ability to perform the required work and give the Town an opportunity to review credentials and obtain cost for the services in question.

Texas Government Code, Chapter 2254, Section 2254.003, Professional Services states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of:

- Demonstrated competence and qualifications to perform the services;
- For a fair and reasonable price;
- Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
- May not exceed any maximum provided by law.

Compensation will be negotiated before the contract is signed and after the consultant has been selected on the basis of his/her demonstrated competence and qualifications to perform the services for a fair and reasonable price.

## 9.7 **Cooperative Purchases**

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements.

Cooperative purchasing can occur through interlocal agreements, state contracts, piggybacking and joint purchases. Compliance with applicable State law governing cooperative purchasing agreements allows procurement of goods and services without competitive bidding by the Town. All cooperative purchasing agreements, whether entered into by the Town with another government entity or local cooperative organization, or vice versa, must be approved by the Town Council.

**Interlocal Agreement Purchases.** Texas Local Government Code Chapter 791, Interlocal Cooperation Act, allows local governments to contract with and between one another, to provide governmental functions and services, as well as join together in contracting with other entities to provide goods and services.

**State Contract Purchases.** Texas Local Government Code Chapter 271, Subchapter D, 271.081-271.083, State Cooperation in Local Purchasing Programs, allows local governments to purchase items on the State's purchasing contracts and allows the State to solicit bids on the local government's behalf when considered feasible by the State.

The Texas Department of Information Resources (DIR) has a web based bulletin board system service to download price sheets on various products. DIR offers business systems planning, analysis, design, application development, assistance with telecommunications and videoconferencing network planning, management and implementation. DIR has working agreements with training providers that offer the best pricing available to government organizations, regardless of size. Refer to [www.dir.state.tx.us](http://www.dir.state.tx.us) for more.

**Piggybacking.** Piggybacking occurs when one governmental agency purchases for itself and for others as a convenience to the other. Both governmental agencies should protect themselves by establishing an agreement in writing, even when the arrangement is informal. The agreement should specify the duties and responsibilities of each party.

**Joint Purchases.** Joint purchasing occurs when two or more governmental agencies join together to purchase one or more items. This may involve each entity handling part of the administrative duties or agreeing to have one entity handle the transactions under the guidance of other entities. All parties to a purchase must agree to the product specifications so that the result will be a satisfactory purchase for all involved entities.

#### 9.8 **Emergency Purchases (Exempt from Competitive Bidding)**

The Legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(a), including but not limited to:

- A procurement made because of a public calamity that requires immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- A procurement necessary because of unforeseen damage to public machinery, equipment or other property.

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of the Town operations.

Care should be taken to avoid emergencies created by negligence. Most vendors will charge a premium if labor, supplies or materials are required immediately. Better prices can usually be obtained if the material is purchased on sealed, written bids. Most vendors will go through the manufacturers for a price that is lower than the vendor's wholesale price.

Typical examples of emergencies created through negligence are: depletion of stock due to neglect, emergency orders for materials for projects which could have been planned weeks or months ahead, etc.

### 9.8.1. **Emergency Purchase Procedures:**

During normal office hours if an emergency arises:

- The requesting department should immediately enter/fill a purchase requisition. If the normal department approver is unavailable, the Finance Department can expedite the issuance of the purchase order.
- The department should place the order immediately upon issuance of the purchase order.

If an emergency arises **after** normal office hours:

The departmental manager shall justify the emergency to the appropriate departmental director who shall notify the City Manager. Notification of the after hour's emergency will be made to the City Manager at the beginning of the next business day. If the expenditure exceeds \$25,000 the City Manager shall be contacted immediately. The City Manager must certify that:

- The expenditure qualifies under one of the items listed under Local Government Code 252.022 – Emergency Purchases;
- The need for the expenditure was unforeseen;
- The continued expeditious operations of the Town required that the expenditure be made before the time necessary to obtain Council approval in advance or to obtain competitive bids; and
- Determine fund availability.

### 9.9 **Sole Source Purchases (Exempt from Competitive Bidding)**

Sole source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by the Texas Local Government Code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the City Manager in advance for review and approval.

The legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(a). In part, procurement items available from only one source, including:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- Films, manuscripts, or books;
- Gas, water and other utility services;
- Captive replacement parts or components for equipment;

- Books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

9.9.1. **Sole Source Documentation.** The department shall be able to provide and/or retain for documentation purposes:

- A completed copy of the sole-source document. (Exhibit III)
- A sole source letter from the vendor, on that company's letterhead, stating why the item being purchased is sole-source. This letter shall include item description, patent, copyright, and/or other pertinent information that will assist in making the decision as to whether or not the item is acceptable as sole source. The letter will remain valid for one year from the date of approval.
- Sole source procurements should be verified annually. Circumstances change and what is sole source today might not be the next time a procurement is made.

## 9.10 **Insurance Procurement**

In accordance with Local Government Code, Chapter 252, the method of accomplishing an insurance procurement is through a competitive sealed bid or proposal (RFB or RFP). State law mandates that "cost" must be listed in the evaluation criteria and that all criteria must be ranked in order of relative importance to the initiating department. The vendor selection and contract negotiation process must be coordinated with the assistance of the Finance Director, City Manager and Town's Attorney.

If an evaluation committee is formed to evaluate proposals, the committee shall:

- Conduct discussions with proposers on a fair and equitable basis, evaluate proposals and determine what proposals deserve inclusion on a short list, evaluate and negotiate best and final offers and contract terms (subject to advice from and review by the Town Attorney), and make recommendation as to who is the most advantageous offer to the Town.
- Upon completion of the evaluation, the committee shall forward the recommendation to the Town Council for final approval.

## 9.11 High Technology Procurement

In accordance with Local Government Code, Chapter 252, the method of accomplishing high technology procurement is by competitive sealed proposal/bid (RFP or RFB).

If the initiating department elects to procure by using the request for bids process, the Town may use cooperative purchasing opportunities available through the Texas Building and Procurement Services Commission (TBPC), including the Catalog Information Service Vendor (CISV) process, or by procuring off of an existing contract between a vendor and the Texas Department of Information Resources (DIR). Prior to preparing a solicitation for high technology items, Finance, the City Manager, the Town's Attorney and the Town's information technology consultant must be consulted for advice on which method would be best in the particular instance and, if necessary, to assist in specification development.

If the initiating department chooses to follow the request for proposal method, the initiating department shall provide instructions to proposers. The State law mandates that "cost" must be listed in the evaluation criteria and that all criteria must be ranked in order of relative importance to the initiating department. If an evaluation committee is formed to evaluate proposals, the committee should follow procedures as prescribed in Section 6, Contract Evaluation Committee, of this policy.

9.11.1. **Catalog Information Service Vendor (CISV).** The CISV process involves an interactive negotiation with vendors for products and services listed in their online catalogs. The only requirements for a vendor to become a CISV are active status on the Centralized Master Bidders List (CMBL) maintained by the Texas Building and Procurement Services Commission (TBPC) and an Online Product Catalog. Vendors can obtain more information on how to become a CISV from TBPC.

While there is no specific process dictated by law, the goal of any CISV procurement should be to obtain the best value for the Town through a process that is fair to all vendors. TBPC has published "Best Practices Guidelines" which can currently be found on the TBPC website, or as a link on the CISV webpage, at <http://www.tbpc.state.tx.us/stpurch/22bestpc.html>. This document should be used as a guide when conducting a CISV procurement.

9.11.2. **Texas Department of Information Resources (DIR).** The procedures for procuring a high technology item through a DIR contract are the same as for other Cooperative Purchasing procurements as described above. A decision to procure a high technology item from a DIR contract should be based upon a thorough investigation of pricing, terms and conditions available in the market and a determination that the DIR contract offers the best value to the Town.

## 9.12 Construction Services and Facility Construction Contracts

The initiating departments under this section must utilize the request for bids or proposal process, unless the project is eligible to be advertised as a Request for Competitive Sealed Proposal (“RFCSP”) project.

9.12.1. **Construction Services and Facility Construction Contracts Exceeding \$25,000 - Request for Bids (“RFB”).** The initiating department must comply with the procedures described in this document, except as modified by the following rules:

- Complete contract plans and specifications should be approved by the initiating department, the City Manager and the Finance Director. The bid documents must describe all procedures required for the bidding process.
- The initiating department shall complete a risk assessment in the course of preparing plans and specifications to explain the scope of the project work involved and to determine the appropriate levels of liability and whether risks exist that require special insurance coverage beyond those required in the general conditions of the contract.
- The initiating department coordinates a pre-bid conference with vendors and interested user department (when applicable).
- The initiating department will make bid documents, including plans and specifications, available for vendor review.
- If only one bid is received from a responsible bidder and that one bid meets all material specifications, then the bid may be recommended to Council for approval. The Town Attorney, upon City Manager’s request, may review the only bid to ensure reasonable effort was made to generate competition and make a recommendation regarding the only bid prior to placement on the Council agenda. *This procedure also applies to bids with Furniture, Fixtures, and Equipment packages in which an only bid is received for that portion of the contract.*
- Upon completion of any contract, final evaluation of the performance of the contractor will be prepared by the initiating department. The evaluation should be filed and maintained by the initiating department in accordance with the Town’s record retention policy. It shall be the responsibility of each department to accumulate and make available, at the closeout of any contract, a central database of information regarding the past performance of construction services and facility construction contractors.

9.12.2 **Request for Competitive Sealed Proposal (“RFCSP”).** The RFCSP process is based upon construction documents that are 100% complete and sealed by a registered engineer or architect independent of the contractor. If the Town architectural/engineering staff will not prepare construction documents for the facility project, the initiating department must first commence the consultant selection process as described in this document. The RFCSP shall, at a minimum, contain the following:

- Sealed, 100% complete plans and specifications, or a reference to the Town address or website where copies of 100% complete sealed plans and specifications can be picked up or downloaded.
- Information disclosing the full scope of work for the facility project.
- The selection criteria for the facility project, with award being based upon the proposer who offers the best value to the Town for the facility project work.
- The expected completion schedule.
- Applicable bonding requirements.
- Applicable insurance requirements.
- Copies of the Town’s applicable standard form of construction contracts and bonds (when applicable).
- Other relevant information that proposers may need in order to respond to the RFCSP.

The initiating department has forty-five (45) days after the date of opening responses to a request for proposals to complete the evaluation and ranking of each proposal pursuant to the applicable selection criteria. The highest ranked proposal is considered to be one providing the best value to the Town.

The initiating department is responsible for negotiating a contract with the best value proposer. The Town Attorney shall be consulted regarding any legal issues that arise during negotiations. If negotiations with the best value proposer end without a contract, further negotiations with other proposers should follow in order of ranking. This provision shall not be construed to affect the Town’s reserve right to reject any and all proposals.

9.12.3 **Final Evaluation of Performance.** Upon completion of any contract, final evaluation of the performance of the contractor will be prepared by the initiating department. The evaluation should be filed and maintained by the initiating department in accordance with the Town’s Record Retention Policy. It shall be the responsibility of each department to accumulate and

make available, at the close out of any contract, a central database of information regarding the past performance of construction services and facility construction contractors. If a contract was authorized but never executed, the initiating department should post this information in lieu of evaluation, with a copy of the information sent to the City Secretary for the official records.

### 9.13 **Alternative Project Delivery Methods for Certain Projects**

In general, a facility construction contract may be procured through the alternative delivery method process. The process can be used to enter into one of the following types of contracts:

- Design/build (Local Government Code, Section 271.119)
- Construction Manager at Risk (Local Government Code, Section 271.118)
- Construction Manager-Agent (Local Government Code, Section 271.117)
- Request for Competitive Sealed Proposal (Local Government Code, Section 271.116)
- Job Order Contracts (Local Government Code, Section 271.120)

Refer to Section 271, Title 8, Subtitle C of the Texas Local Government Code for more information regarding the criteria for determining the appropriateness of a particular alternative project delivery method and procurement process.

9.13.1. **Recommendations Responsibility.** The director of the initiating department will be responsible for recommending to the City Manager, based upon the criteria established by the state statutes, whether the alternative delivery method process will provide the best value to the Town in place of a request for bids process and which contracting method is appropriate under the circumstances.

9.13.2. **Initiation of Process.** If the City Manager concurs in the determination of best value, the initiating department director will initiate the appropriate advertising upon receipt of the proper plans, specifications, and other necessary information. The Town Attorney shall be consulted regarding any legal issues that may arise in the course of making the determination of best value.

9.13.3. **Contract Management and Final Evaluation.** The initiating department shall follow the applicable guidelines regarding contract management during the administration of an alternative project delivery method. Final evaluation of alternative project delivery method contract performance should be conducted in the same manner as described in this policy.

## 9.14 Annual Contracts

For goods and/or services that are used repetitively throughout the Town such as office supplies, paper goods, mailing services, or stationary, the Town may enter into an annual contract with a supplier. The purpose of entering into an annual contract is to eliminate the need to obtain competitive pricing each time repetitively used items are requested. The Town will obtain competitive sealed bids/proposals requiring that bid prices remain in effect for a specific period. The Town will enter into agreement, upon approval of the Town Council, with the approved bidder by signing a contract stating the terms and conditions. Once the contract period nears the end of the term, the requesting department must re-advertise the bid request for the following year giving fair opportunity for vendors to respond.

## 10. CAPITAL ITEMS

Capital items are those items costing \$5,000 or more and having a useful life of more than one (1) year. Items costing less than \$5,000 should not be charged to a capital account. Capital items with a purchase price of \$5,000 or more are considered fixed assets capital expenditures and should be charged to the appropriate fixed asset accounts.

**Deficiency in Budgeted Amount for Capital Purchase.** The adoption of the annual operating budget by the Town Council is an expression of intent on its part to accomplish the projects and purchase capital equipment itemized in the budget document. This expression of intent is based on the estimated costs of projects and capital equipment. If the actual cost for a capital equipment item exceeds the amount appropriated in the annual operating budget by more than ten percent (10%), including shipping and handling, specific written authorization must be obtained from the City Manager and Town Council prior to issuance of a purchase order.

**Purchase of Capital Equipment Not Itemized in Budget.** Requisitions/purchase orders for the purchase of capital equipment items not appropriated in the current budget and costing \$5,000 or more must be accompanied by written approval of the City Manager or designee and purchase must be approved by the Town Council.

## 11. BOND REQUIREMENTS

11.1. **Bid Bonds/Proposal Guarantees.** A bid bond/proposal guarantee, issued by the bidder's/proposer's surety, is a legal document used to bind the vendor to honor the bid/proposal. In the event the vendor fails to honor the bid/proposal, the bid bond/proposal guarantee may be forfeited and the issuing surety shall pay the Town the amount for the bond/guarantee to defray the Town's cost. Bid bonds/proposals guarantees shall, as a general rule, be five percent (5%) of the bid/proposal amount. In certain procurements a dollar amount may be specified in place of a percentage. The issuing surety must be from a company authorized to conduct business in the State of Texas.

11.2. **Payment Bonds.** A payment bond, generally, in the amount of one hundred percent (100%) of the contract amount is a legal document insuring faithful payment by the vendor of all invoices for materials, labor, subcontractors, taxes, and any or all other expenses related to the contract. In the event the vendor's failure to pay, the bonding company becomes liable. In accordance with Texas Local Government Code Chapter 2253, payment bonds are required for all public works contracts in excess of \$25,000.

11.3. **Performance Bonds.** A performance bond in the amount of one hundred percent (100%) of the contract amount is a legal document insuring faithful performance of the work of the contract by the vendor. In the event of contractor's failure to perform the work, the surety is liable for the satisfactory completion of the work or may pay the Town up to the full bond amount. A performance bond is required for all public works (construction contracts) in excess of \$100,000. A performance bond must be submitted by the successful vendor along with the duly executed contract document prior to receiving a "Notice to Proceed" for the work.

## 12. **INSURANCE REQUIREMENTS**

When contract work is to be performed on Town property, the contractor must provide proof of required insurance coverage (Exhibit IV). The insurance coverage and amounts are determined by the potential risk or loss to the Town. These coverage and amounts are determined at the time the bid/proposal packages are being prepared and are included as requirements in the package. The successful bidder or proposer is required to submit an appropriate Certificate Of Insurance (COI) reflecting that all required coverage are in effect and current, along with the executed contract documents and required bonds or proposal guarantee.

## 13. **EXEMPTIONS FROM COMPETITIVE BIDDING**

Per Section 252.022, Local Government Code, there are general exemptions to the competitive bidding requirements, including:

- A procurement made because of public calamity that requires immediate appropriation of funds to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- A procurement necessary because of unforeseen damage to public machinery, equipment or other property;
- A procurement for personal, professional services or planning services;

- A procurement for work that is performed and paid by the day as the work progresses;
- A purchase of land or a right-a-way; and
- A procurement of items that are available from only one source.

#### 14. CHANGE ORDERS TO EXISTING PURCHASE ORDERS AND CONTRACTS

Change orders are contract changes made after the execution of the contract in effect necessary changes to plans and specifications or to increase/decrease the scope or quantity of the work to be performed or the materials, equipment, or supplies to be furnished.

The initiating department shall begin the process. Appropriate documentation is required and the department will ensure that the documentation is placed with the appropriate bid files. With the exception of a legally defined emergency purchase, no contract work or changes may begin prior to the issuance of a Notice to Proceed.

Per State law, the original amount of a contract may not be increased with a change order by more than twenty-five percent (25%). The original amount of a contract may be decreased with a change order by more than twenty-five percent (25%) without the written consent of the contractor. **(The 25% rule does not apply unless the original contract amount exceeds \$50,000).**

**Purchase orders over \$3,000 with an increase of 5% or more, will require Council approval.** Any change to the scope of work or contract terms and conditions of a professional, personal, or planning service contract or other contract not required to be competitively bid that does not change the contract amount must still be documented and approved by the City Manager, Town Attorney and/or Town Council.

#### 15. CUMULATIVE PURCHASES

The legislature defined certain cumulative purchases as “separate”, “component” and “sequential” as follows in the Texas Local Government Code, Section 252.001:

- Component purchases means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
- Separate purchases means purchases made separately, of items that in normal purchasing practices would be purchased in one purchase.
- Sequential purchasing means purchases, made over a period, of items that in normal purchasing practice would be purchased in one purchase.

Generally, **accepted purchasing practice interprets these definitions to mean that separating large purchases into multiple small purchases to avoid the competitive bidding process is not legal under the State statutes.** Departments shall bring to the attention any material, supplies or products that are not on annual contract and for which the anticipated usage will near or exceed \$25,000.

## 16. VIOLATIONS

### 16.1. **Violations of the Competitive Bidding Statutes.** Texas Local Government Code, Section 252.062 states:

- (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.
- (b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.
- (c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

### 16.2. **Penalties for Violation.** Texas Local Government Code, Section 252.063 (a) and (b) states:

The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) result in immediate removal from office or employment of that person. For four years after the date of the final conviction, the removed officer or employee is ineligible:

- To be a candidate for or to be appointed or elected to a public office in this state;
- To be employed by the municipality with which the person served when the offense occurred; and
- To receive any compensation through a contract with that municipality.

## **17. EXCESS/SURPLUS PROPERTY**

Furniture, fixtures, equipment, or supplies, which are no longer needed by a department, become excess or surplus property. Surplus property that is irreparably broken or no longer usable for originally intended purposes shall be classified as obsolete and disposed of according to the Fixed Assets Disposition policy and procedures. Methods of disposing of Town property include:

- On-line auctions
- Public auctions
- Advertisements for sealed bids
- Transfers to other governmental agencies
- Soliciting bids from sources, known to use or purchase for sale, like items
- Recycling
- Trade-in on new equipment when in the best interest of the Town

## PROCUREMENT POLICY

### PART II: CONTRACT AND PROCUREMENT ADMINISTRATION

#### 18. CONTRACT MANAGEMENT

Contract and price agreements are established to comply with the statutes where multiple departments use the same or similar products or service and/or the cumulative total of expenditures exceed \$25,000.

Departments are solely liable for exercising control and tracking expenditures to avoid violating the competitive bid process on expenditures exceeding \$25,000 and determine whether an annual contract will be required.

##### 18.1 Obligation of Town and Contractor to Utilize Contract

- The contractor has an obligation to furnish all materials and/or services against the contract and the Town has the obligation to order materials and/or services covered by the contract on an as needed basis from the successful contractor.
- Items that are on existing contract with a vendor should not be procured from any other vendor. This may constitute a breach of contract and may result in violations of the competitive bidding statutes.
- The contract takes precedence over all other pricing. For example, if vendor A hold the contract for office supplies, the Town cannot procure said office supplies from vendor B, even though the price may be lower at the time of purchase. The Town is under obligation to purchase from vendor A.

18.2 Renewal of Contract/Price Agreements. It is the responsibility of the initiating department to determine whether an option to renew should be included in any procurement process, and how many renewal options should be included. The renewal option should be structured in a manner that only the Town can exercise that option, and that does not commit the Town to an obligation for an indefinite or inordinate length of time. **Automatic renewals are prohibited.** Any legal issues that arise in connection with the inclusion or exercise of renewal options should be discussed with the Town's Attorney.

- Whenever possible, annual contracts will have an option for extension for at least one (1) year. This option must be exercised prior to the completion of the annual contract and mutually ratified by both parties.
- The department(s) utilizing the item(s) on an annual contract will define the requirements and make any recommendations for extension of the contract. Departments are encouraged to fill-out vendor performance evaluation forms to assist in contract management.

- Recommendations will be based on service, delivery, quality of materials and customer service. Departmental recommendations to renew or cancel annual contracts should occur no less than 60 days prior to expiration of the existing contract.
- The 60-day notice is required to allow sufficient time to notify the contractor of cancellation and to re-bid the contractor or to advise the Council of the intent to renew. All renewals are at the discretion and approval of Council.

18.3 **Non-Performance.** Non-performance is failure on the part of a vendor or consultant to fully carry out a contract in accordance with contract provisions. Examples include, but are not limited to:

- Delivery of damaged, inferior or non-bid products.
- Failure to comply with warranties.
- Failure to meet required work or delivery schedules.
- Continuous back orders that exceed specification timeliness.

If a vendor fails to cooperate with the lead department in reaching mutually satisfactory solutions to non-performance issues, the City Manager, and upon request, the Town Attorney will review the situation to determine:

- Whether further efforts or alternative approaches are desirable; or
- Whether termination is appropriate under the circumstances.

If the City Manager and/or the Town Attorney determines the vendor has violated or has failed to comply with the performance requirements of the contract, after affording the contractor reasonable time to correct the situation, and where negotiations have been of no avail, the City Manager and/or the Attorney may propose to terminate the contract. If a performance bond exists, the Attorney will make demand on the performance bond surety to secure alternative performance.

The Town Attorney should be consulted in the event of any legal questions arising out of issues or determinations regarding non-performance or default on contracts and agreements.

Each department has the primary responsibility for monitoring the performance of vendors providing goods or services. Reasonable professional judgment regarding the impact on Town operations must be exercised when repeated deficiencies occur over extended contract periods.

18.4 **Vendor Termination/Debarment Period.** If a vendor is terminated for default, debarment will simultaneously occur. The effect of debarment is the vendor's removal from the vendor list and Town staff's automatic recommendation to the Town Council or City Manager, if the debarred vendor is the low bidder on a future bid, to reject the bid on the grounds of non-responsiveness. Debarment

does not automatically prevent a vendor from submitting a bid under State law, but it will result in a recommendation of bid rejection for non-responsibility on future bids for a stated period of time determined by the Town Council and/or City Manager.

## **19. BID PROPOSAL SPECIFICATIONS**

A specification provides an accurate description of a particular commodity or service to be procured. The Town specifications, when set forth, shall define the requirement and convey the same meaning to all parties concerned, i.e., the user, purchaser and vendor.

### **19.1 Characteristics of an Effective Specification**

- **SIMPLE.** Avoid unnecessary detail, but complete enough to ensure that requirements will satisfy the intended purpose.
- **CLEAR.** Use terminology that is understandable to the Town and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal-type language and jargon whenever possible.
- **ACCURATE.** Use units of measure that are compatible with industry standards. All quantities and packing requirements should be clearly identified.
- **COMPETITIVE.** Identify at least two commercially available brands, makes or models (whenever possible) that will satisfy the intended purpose. Avoid extras that could reduce or eliminate competition and increase costs.
- **FLEXIBLE.** Avoid inflexible specifications that may prevent the acceptance of a bid that could offer greater performance at a lower cost. Use approximate values such as dimensions, weight, speed, etc. if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10% rule-of-thumb, unless otherwise stated.

### **19.2 Bid Specification Development**

- The requesting department will prepare the initial specifications; define its requirements by function, stating how the material or equipment is to be used, and required quantities. The specifications should clearly state the minimum acceptable levels for equipment and supply items.
- In certain cases, cut sheets, technical handbooks, and industry practices/standards are required to effectively describe goods or services. This should be done in such a manner as to not restrict competition or be proprietary to a specific manufacturer or supplier.
- The time required for developing the specifications will vary depending upon the complexity of the item(s).

### 19.3 Statement of Work (SOW)/Technical Specifications

- The requesting department is responsible for completing a Statement of Work/Technical Specification that functionally defines the needs and requirements of the purchase.
- The department is responsible for ensuring that the Statement of Work (SOW) is quantified and structured in such a manner as to:
  - Secure the best economic advantage for the Town;
  - Be clearly stated;
  - Be contractually sound;
  - Be unbiased and non-prejudiced toward vendors;
  - Encourage innovative or alternate solutions to the requirement described; and
  - Allow free and open competition to the maximum extent reasonable possible.

## **20. DOCUMENT PROCESSING**

### 20.1 Purchase Requisitions/Purchase Orders

- The purchase requisition is used to inform and document the needs of a department and to identify the goods or services requested for competitive quotes, bids or proposals that will be considered as one-time purchases.
- Purchase requisitions (Purchase Orders) are used to procure all capital assets (fixed assets).
- Departments shall not manipulate the procurement process to knowingly circumvent a competitive bid process. Texas statutes have defined separate, component and sequential purchases as items that would normally be purchased at one time, and therefore shall not be split during requisition entry to avoid quotes or solicitations.
- Requisitions should be prepared far enough in advance so as not to create an emergency situation. This allows the department adequate time to secure or obtain competitive quotes and reasonable delivery by the vendor.
- All requisitions will remain open until appropriate solicitations and required Council approval is accomplished.

## 20.2 Sufficient Funds

- It is the department's responsibility to verify sufficient funds are available and/or budgeted.
- Budgeted accounts are the sole responsibility of the requesting department.
- The Purchase Order (PO) is the vendor's authorization to ship materials or provide services as specified. The PO is also a contract and is designed to control and expedite the Town's procurement process. **No orders are to be placed with vendors prior to the approval and issuance of a PO.**
- The Finance department may cancel a PO upon written request from the requesting department.

## 20.3 Receiving of Full and Partial Shipments/Orders

- Receiving records shall be precise and accurate. No payment will be process until this information is available to verify and process payment.
- The person receiving the goods should make every effort to inspect the goods prior to signing the delivery ticket. If visible damage to a container being delivered is detected, it should be noted on the delivery ticket. Although damage to the contents of the package may not be seen, making this notation on the delivery ticket could make filing a claim easier, if in fact the contents are damaged.
- If the order is incomplete or does not match the packing slip, contact the vendor immediately.

## 20.4 Invoices

- An invoice is an itemized statement of merchandise delivered by the vendor. Invoices are based on the purchase order and the actual delivery tickets or packing slips.
- Payment of an invoice can occur only if the purchase order quantity and amount match the quantity and amount of the delivery tickets or packing slips - both of those must match the invoice(s) quantity and amount.
- The receiving department shall bring any receiving discrepancies or non-payments to the attention of Accounts Payable.

## 20.5 Payment

The Town of Pantego complies with the Prompt Payment Act of the Local Government Code. The Prompt Payment Act ensures that companies transacting business with government agencies are paid in a timely manner. With certain exception, the act requires that a government agency make payment within 30 days of submission of a properly prepared invoice by a vendor.

## 20.6 Exemptions

The following payments and services do not require the issuance of a purchase order for payment authorization:

- Tax payments;
- Insurance premium payments;
- Retirement system payments;
- Debt service payments including Capital Leases;
- Utility services including water, phone, electricity payments;
- Maintenance agreements;
- Annual contracts;
- Payments made for employee payroll deductions;
- Reimbursements/payments due to other agencies;
- Contract services;
- Customer deposit refunds; and
- Purchases under \$500

## 21. **ACCOUNTS PAYABLE**

Accounts Payable main responsibilities include:

- Process monthly recurring payments.
- Pay invoices in a timely manner in order to avoid late fees and penalties. The normal vendor will be on 30 day payment terms. All invoices are paid within the lesser of thirty (30) days, the discounted due date or the due date on the invoice.
- Review, match and enter invoices for payment processing.
- Run reports for check generation and funding approval.
- Process and reconcile cash bonds and bond payments to other cities and agencies.
- Process mileage reimbursement, travel advances/reimbursement and petty cash reimbursements.
- Review, process and mail IRS1099 forms.
- Review vendor master file.
- Verify a current W-9 is on file for every vendor paid by the Town.
- Reconcile accounts payable and retainage payable (when applicable).
- Reconcile petty cash.
- Reconcile and process monthly payment of procurement card bank statement activity.
- Reconcile all vendor statements, invoices and receiving reports on a regular basis.
- Liquidate encumbrances and review open purchase order report on a regular basis.
- Research outstanding checks over 90 days old.
- Void and reissue checks as needed.
- Process annual accounts payable and payroll unclaimed property to the state.
- Document imaging.

## GLOSSARY OF PROCUREMENT TERMS

**Agreement** – A properly executed and legally binding contract usually written between two or more parties, (i.e., contract or PO).

**Assignment** – The legal transfer of a right or property.

**Award** – The act of accepting a bid or proposal, thereby forming a contract between the Town and a bidder/proposer.

**Bid** – An offer to contract with the Town submitted in response to a bid invitation issued by the initiating department.

**Bid Security** – A bond, cashier's check, certified check or irrevocable letter of credit obtained from bidders to ensure the integrity of bids received and recovery of Town incurred costs in the event a vendor awarded a contract fails to execute the contract or provide required performance or payment of bonds, if any.

**Bid Splitting** – Dividing the scope, quantity, or means and methods of performance of a contract for the sole purpose of avoiding applicable competitive bidding requirements, procedures required under this policy, or proper contract award. **Bid splitting is prohibited by State law.** Examples of the prohibited practice include, but are not limited to: purchasing items separately that would, in normal purchasing practice, be purchased all together; purchasing items over multiple periods of time that would, in normal purchasing practice, all be purchased at the same time; making multiple purchases of component parts of an item that would, in normal purchasing practice, be purchased in one purchase.

**Capital Items** – Those items with a unit value in excess of \$5,000 and having a useful life of more than one year.

**Change Order** – Modification to an agreement, (i.e., contract or PO).

**Competitive Bidding** – The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications.

**Competitive Specifications** – Specifications stated in a manner that two or more bidders can meet the specifications.

**Component Purchases** – Purchase of the component parts of an item that under standard purchasing practices would be procured in a single purchase.

**Construction Cost** – the total cost to the Town for the performance of construction services or facility construction, excluding fees or other costs to the Town for engineering, architectural and other consulting services, cost of land, rights-of-way, legal and administrative expenses; but including the direct cost to the Town of all items required for the completed work and the total value at the project site of all labor, materials and equipment purchased or furnished for the project.

**Construction Services** – The following activities, excluding facility construction: (A) construction of capital improvements to Town-owned real property or right-of-way, including but not limited to streets, traffic signals, signal systems or control devices, storm drainage facilities, sidewalks, alleys, water or wastewater mains or appurtenances, process plants, or other similar facilities; (B) renovation, modification, alteration, or repair of existing capital improvements upon or within Town-owned real property or right-of-way; or (C) other construction, renovation, alteration, modification, or repair activities that are treated or defined under state law as public works.

**Consultant** – An individual or firm that provides professional, personal, or planning services of an advisory, technical or professional nature in aid of the Town’s planning or public works function under a professional, personal, or planning services contract. (Example: architects, engineers, urban land use planners, accountants and financial services advisors).

**Contract** – A written, legally enforceable agreement, including a purchase order, between the Town and one or more parties to provide a product or service.

**Contract Administration** – Contract administration is the responsibility of the requesting department. Contract administration generally includes, but is not limited to monitoring of: correct pricing receipt, annual usage and expenditures, vendor performance and renewal options.

**Contract Amendment** – An agreement to modify, alter or delete a provision, condition or compensation of an existing contract (done in the form of a supplemental agreement). The term is generally used in the context of contracts other than competitively bid contracts.

**Cooperative Purchasing** – A program for qualified entities to use the purchasing resources of other governmental entities, such as BuyBoard, endorsed by the Texas Municipal League (TML) – its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

**Emergency Purchase** – A purchase of goods and services, as defined by State of Texas statute, such that an agency will suffer financial or operational damage unless they are secured immediately.

**Facility Construction** – the construction, rehabilitation, alteration, or repair of a building or any portion of a building, the design and construction of which is governed by accepted building codes, except for construction that is specifically excluded from the definition of “facility” contained in Texas Local Government Code, Section 271.112.

**Formal Bid** – A written bid submitted in a sealed envelope in accordance with a prescribed format for purchases over \$25,000.

**HUB – Historically Underutilized Business** – A certified business that is at least 51% owned, operated and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans, American Women and/or Service Disabled Veterans who reside in Texas and actively participate in the control, operations and management of the entity’s affairs.

**High Technology Items** – Equipment, goods or services of highly technical in nature, including but not limited to: information processing equipment, software and firmware used in conjunction with information processing equipment, telecommunications equipment, radio and microwave systems, electronic distributed control systems (including facility energy management systems) as well as technical services related to such equipment and goods.

**Informal Bid** – An unsealed, competitive bid submitted by letter, telephone, fax, email or other means, used for purchases less than \$25,000.

**Initiating/User Department** – The Town department that initiates, is responsible for initiating or is designated to initiate one of the procurement, contracting, or routing processes established in this policy for the purpose of obtaining or finalizing a contract for that department or other department.

**Lead Department** – The user department responsible for contract monitoring, planning, administrating and coordinating contractual activities for a contract.

**Letter of Award** – Letter of notification announcing award of the contract to bidder.

**Notice to Proceed** – A written notice to the successful vendor to begin work on a specified date.

**Offer** – A proposal by one party to another, which is intended of itself to create legal relations on acceptance by the party to whom it is made.

**Personal Services** – Services rendered that consist of intellectual or manual labor done personally by a particular individual.

**Planning Services** – Services primarily intended to guide Town government policy to ensure the orderly and coordinated development of the Town's land areas.

**Pre-bid/Proposal Conference** – A conference held by Town personnel with potential vendors to discuss the requirements contained in the bid or proposal documents. Conferences are held at the option of the Town and are usually set at a time shortly after second advertisement.

**Procurement Card** (“P-car”/“Purchasing card”/“credit card”) – The procurement card is a commercial credit card used for small purchases of goods and services necessary for official Town business. The P-card may be issued to an individual, permanent employee and Town official for purchases by the designated employee only.

**Professional Services** – Services rendered by a member of a recognized discipline with widely accepted standards of required study or specified attainments in special knowledge, as distinguished from mere skill.

**Proposal** – A document of a consultant or vendor responding to a Town request for proposal or request for competitive sealed proposals, which addresses the scope of work to be performed and, when appropriate, the cost to the Town for performing same. While proposals are offers to contract, they differ from a bid in that the Town may negotiate with a consultant or vendor regarding the terms of a proposal or the contract on which the proposal is based.

**Proprietary** – Products or services manufactured, or offered under exclusive rights of ownership, including rights under patent, copyright or trade secret law. A product or service is proprietary if it has a distinctive feature or characteristics that is not shared or provided by competing or similar products or services.

**Public Bid Opening** – The opening of bids at the time and place advertised in the bid invitation, in the presence of anyone who wishes to attend. Bids are read aloud.

**Purchase Order** – The form document, purchase order or delivery order, to authorize and make a procurement of goods at defined terms, quantities and cost. Purchase orders are generally used for one-time purchases. When purchasing goods using a purchase order, an official purchase order number must be generated and given to the vendor at the time of placing the order and before taking possession or scheduling delivery of goods.

**Request for Bids (“RFB”)** – A publicly advertised competitive procurement process to obtain sealed bids for goods or services consistent with the formal bidding requirements of State law and the Town. RFBs require written, detailed specifications or a scope of work for the goods or services sought, which specifications or scope of work are publicly advertised in the Town’s official newspaper and must be responded to in writing by the due date requested. The request for bids is issued on all contracts required by State law. The RFB procedures must be strictly followed, do not allow for negotiations of contract terms, and contemplate a lowest responsible or best value award.

**Request for Competitive Sealed Proposals (“RFCSP”)** – An alternative publicly advertised competitive procurement process to obtain sealed proposals only for acquisition of high technology items, insurance purchases, and other services expressly allowed by State law to be procured through and RFCSP. The RFCSP process differs from an RFP in that the RFCSP contemplates formal evaluation of sealed proposals on the basis of specific written criteria beyond mere price, potential formal revision of sealed proposals to achieve a best and final offer, negotiation of contract terms on a confidential, fair and equitable basis, and most advantageous award.

**Request for Proposals (“RFP”)** – A procurement process outlining the Town’s needs for performance of a particular consulting, service, revenue, or similar project, its objectives, scope of work, evaluation and qualifications criteria, and other pertinent facts needed in preparing a proposal to perform the requested work for the Town. Requests for proposals are issued only for consulting, service, revenue, or other similar contracts, not required by law to be procured through an RFB or an RFCSP. An RFP usually involves who is most qualified to receive a contract, as opposed to who has the lowest price. The RFP differs from an RFB in that it allows flexibility in procedure, allows negotiation of contract terms, and contemplates a most advantageous award.

**Request for Qualifications (“RFQ”)** – Document drafted by an initiating department defining the project scope of requested personal, professional, or planning services, which scope is used to notify consultants of the Town’s intent to contact and to request a written response of their interest.

**Request for Quotations (“RFQ/Quotation”)** – A type of bidding solicitation in which a company or organization asks outside vendors to provide a cost quote for the completion of a particular project or program. A Request for Quote is a variation of a Request for Proposal

(RFP), and typically provides more information to the bidder about a project's requirements. It often requires the bidder to break down costs for each phase of the project so as to allow the soliciting company to compare different bids.

**Requisition** – A written request by a department to initiate a purchase of goods and services. The requisition expresses a department's intent to fund payment to a vendor for and upon proper performance or delivery of goods or services under a purchase order or formal contract. A purchase order must be issued before ordering, taking possession or scheduling delivery of goods.

**Retainage** – Retainage is a portion of the agreed upon contract price deliberately withheld until the work is substantially complete to assure that contractor or subcontractor will satisfy its obligations and complete a construction project.

**Risk Assessment** – The determination of quantitative or qualitative value of risk related to a concrete situation and a recognized threat; an objective evaluation in which assumptions are clearly considered and presented.

**Separate Purchases** – The procurement of items, made separately or sequentially, to avoid the competitive bidding limitations that in standard purchasing practices would be acquired in one transaction. This is considered a violation of state and local statutes.

**Specification** – A concise, detailed description of an item(s) required by the Town and the minimum requirements of the vendor and provides the basis for acceptance and award.

**Vendor** – A business or individual that sells goods, services, or both in return for payment.

**Vendor Master List** – A master register, maintained by Accounts Payable, of vendors and consultants who have expressed an interest in doing business with the Town, who have done business with the Town, or who are currently doing business with the Town.

EXHIBIT I

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency <b>TOWN OF PANTEGO</b>	
Address (Street & number, P.O. Box or Route number) <b>1614 SOUTH BOWEN ROAD</b>	Phone (Area code and number) <b>817-274-1381</b>
City, State, ZIP code <b>PANTEGO, TEXAS 76013</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

**MUNICIPALITY TAX EXEMPT ENTITY ID# 75-1291097**

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser 	Title <b>City Manager</b>	Date <b>1-27-14</b>

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

EXHIBIT II

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Town of Pantego**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

**Municipality**

Address (number, street, and apt. or suite no.)  
**1614 S. Bowen Rd**

City, state, and ZIP code  
**Pantego, Texas 76013**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
7	5	-	1	2	9	1	0	9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here    Signature of U.S. person ▶     Date ▶ **05/01/14**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**EXHIBIT III**

**SINGLE SOURCE JUSTIFICATION DOCUMENT**

Preparation Instructions:

The appropriate department representative must complete the single source form below and forward to their Department Head, or designee, for approval. Upon approval, attach the sole source justification document with requisition/purchase order for review and final approval by the Town Council. Use additional sheets if necessary.

1. What unique features or capabilities does the product or service offer the Town?
  
  
  
  
  
  
  
  
  
  
2. Why are these unique features or characteristics essential and necessary to meet the Town's needs?
  
  
  
  
  
  
  
  
  
  
3. What research has been performed to ensure that no other source is capable of fulfilling the requirement? For instance, list other products or services tested or used and indicate why they are not acceptable.
  
  
  
  
  
  
  
  
  
  
4. What steps are being taken to foster competition in future purchases of this product or service?

Approved:

\_\_\_\_\_  
Department Head or designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager or designee

\_\_\_\_\_  
Date

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**EXHIBIT IV**  
**INSURANCE REQUIREMENTS**

Each contract will be reviewed by the Town Attorney to consider the specific liability and cost recovery issues that could arise and may be associated in the event of contractor default during the bidding and performance phases of a specific contract.

**INSURANCE REQUIREMENTS (IN THE MINIMUM OF)**

The successful bidder shall submit evidence of required insurance on an original certificate no later than fifteen (15) working days following bid award notification. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next best value bidder.

A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.

1. **Commercial General Liability:** \$500,000 per occurrence, \$500,000 products/completed operations and \$1,000,000 general aggregate for bodily and personal injury and property damage. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation and Employer's Liability:** Statutory. Employers Liability policy limits of \$100,000 for each accident, \$500,000 policy limit – Disease.
4. **Professional Liability Insurance:** Contractor shall obtain and maintain at all times during the prosecution of the work under this Agreement a professional liability insurance. Limits of liability shall be \$1,000,000 per claim. Contractor shall maintain this policy for a period of four (4) years after the completion of the project or shall purchase extended reporting period or "tail" coverage insurance. A tail coverage insurance is a malpractice insurance rider or supplement to a claims-made policy that provides coverage for an incident that occurred while the insurance was in effect but was not filed by the time the insurer-policy holder relationship terminated.

Other Insurance Provisions:

1. The Town, its officials, employees and volunteers shall be named as an additional insured with a waiver of subrogation in favor of the Town on the Commercial General Liability and Automobile liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the

Town. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.

3. Insurance is to be placed with insurers with an A.M. best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of insurance and endorsements effecting coverage required by this clause shall be forwarded to the initiating department and must remain with procurement documents for records retention purposes.

#### Other Insurance Requirements:

##### Workers' Compensation Insurance Coverage:

- A. **Certificate of Coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- B. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the Town.
- C. Persons providing services on the project includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
- D. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- E. The contractor must provide a certificate of coverage to the Town prior to beginning work on the contract.
- F. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage

period, file a new certificate of coverage with the Town showing that coverage has been extended.

- G. The contractor shall obtain from each subcontractor/supplier providing services on a project, and provide to the Town:
- a. A certificate of coverage, prior to that person beginning work on the project, so the Town will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - b. No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - c. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
  - d. The contractor shall notify the Town in writing by certified mail or personal delivery within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
  - e. The contractor shall post on each project site a notice, in the text form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
  - f. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
    1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
    2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
    3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    4. Obtain from each person with whom it contracts, and provide to the contractor: a certificate of coverage, prior to the person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

6. Notify the Town in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1-7) with the certificates of coverage to be provided to the person for whom they are providing services.
- H. By signing the contract and providing a certificate of coverage, the contractor is representing to the Town that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- I. The contractor's failure to comply with any of these provisions is considered a breach of contract by the contractor which entitles the Town to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Town.

Other Insurance Considerations:

1. Any of the insurance policies required by the Town may be written in combination with any of the other, where legally permitted, but not of the specified limits may be lowered thereby.
2. Companies issuing the insurance policies and contractor shall have no recourse against the Town for payments or any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.
3. Approval, disapproval or failure to act by the Town regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
4. All liability policies required herein, shall be written with an "occurrence" basis coverage trigger.

EXHIBIT V

EXAMPLE OF COOPERATIVE AGREEMENT  
COOPERATIVE PURCHASING FORM

Should other government entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you, the vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the Town will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by governmental entities other than the Town of Pantego will be billed directly to that governmental entity and paid by that governmental entity. The Town of Pantego will not be responsible for another governmental entity's debts. Each governmental entity will order its own materials/services as needed.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**

Company Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal ID Number (TIN)\_\_\_\_\_

Or SSN and Name \_\_\_\_\_

\_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No. \_\_\_\_\_

Company's Authorized Personnel:

Name/Title & Signature

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Email address \_\_\_\_\_

**EXHIBIT VI**

**HISTORICAL UNDERUTILIZED BUSINESS  
(HUB) PROGRAM**

**(To be completed only when applicable)**

Minority and/or Woman-Owned Business Enterprises are encouraged to participate in the Town of Pantego's procurement process. The Town of Pantego recognizes the certification of the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin, TX 78711-3047

<http://www.window.state.tx.us/procurement/prog/hub>

In order to be identified as a Qualified Minority and/or Woman-Owned Business Enterprise in the Town of Pantego, this form, along with a copy of your certification, must be returned to the Town. You should return these documents with this response, of you have already submitted this form and a copy of your certification, it is not necessary to resend certification. If you meet the criteria and are not currently certified, you may contact the agency above for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to the Town of Pantego.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

INDICATE ALL THAT APPLY

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman-Owned Business Enterprise

**EXHIBIT VII**  
**SPECIFICATION CHECKLIST**

- A. Is the specification clear and concise to both the vendor and the purchaser? Specifications should be as simple as possible to ensure exactness but written so that loopholes will not allow a bidder to evade any of the provisions, thereby taking advantage of competitors and the Town. Misunderstandings are expensive and often result in re-bids.
- B. Is the specification identified with a specification or standard that is well known? Have required features or characteristics been identified? Are acceptable alternatives listed?
- C. Can the specification be verified? The specification should describe the method of verification that will govern the acceptance or rejection. A specification that cannot be verified is of little value.
- D. Does the specification have reasonable tolerances? Extreme precision is expensive.
- E. Is the specification as fair as possible to all participating vendors?
- F. Is the specification written to allow open competition by several vendors?
- G. Has the end use of the item or service been described?
- H. Are all stated requirements necessary for the intent of the specification?
- I. Has the user researched all possible sources of the item or service? If, after the search, only one item or service provider is deemed acceptable, has all required documentation, rationale and support been gathered and submitted for the bid file?
- J. Is the format of the specification simple and logical?
- K. Is the specification legible?

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EXHIBIT VIII

PROCUREMENT POLICY  
QUICK REFERENCE

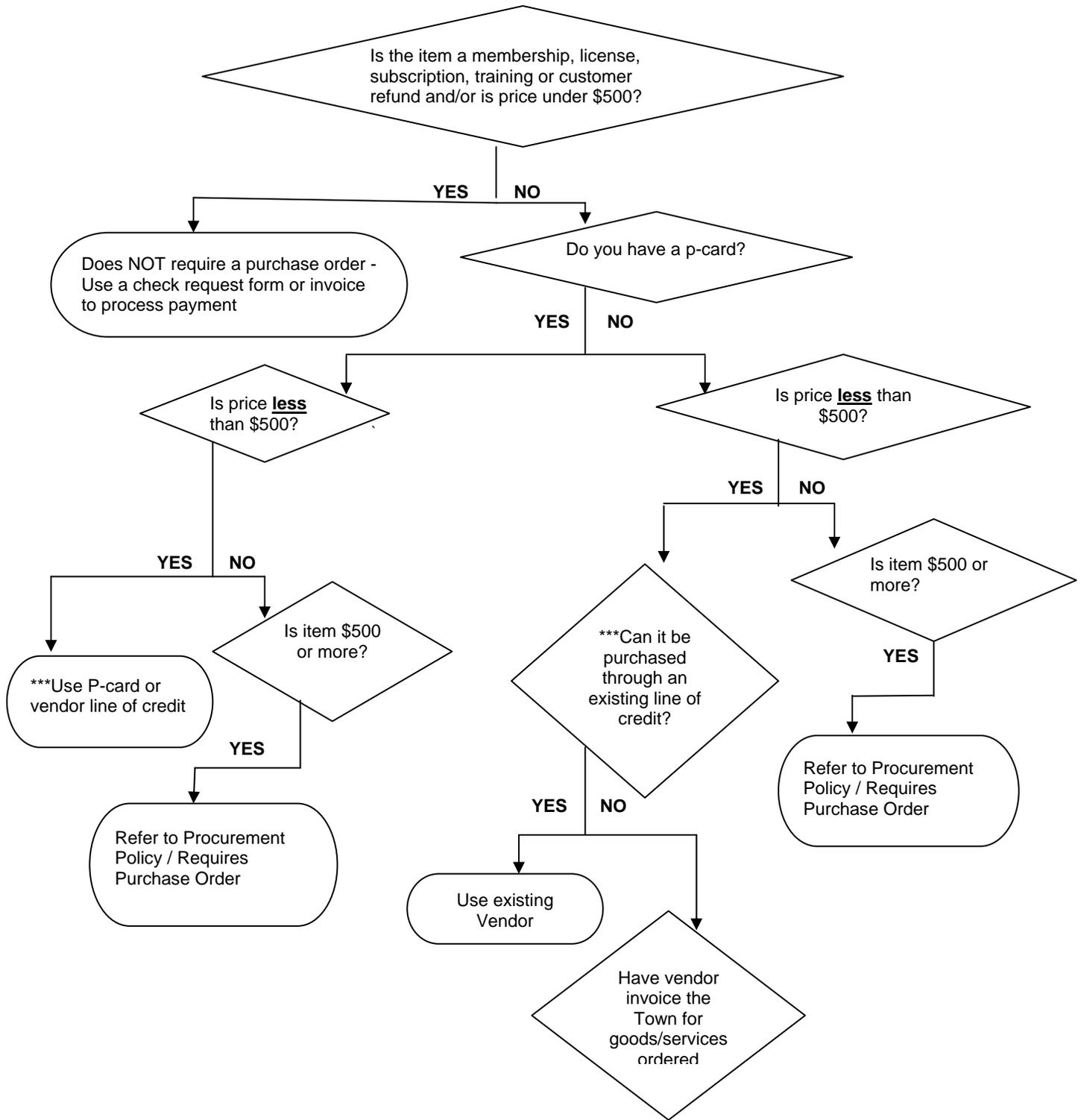
Dollar Amount	Petty Cash	P-Card or Check Request	Purchase Order Required	QUOTES			***Request for Bid ("RFB")	***Request for Proposal ("RFP")	Competitive Sealed Bid/ Proposal	Department Head Approval	City Manager Approval	Town Council Approval
				***Two (2) Informal Quotes	***Three (3) Written Quotes	***Request for Formal Quotations						
\$0.01												
\$100												
\$100												
\$499.99												
\$500												
\$3,000.00												
\$3,000.01												
\$4,999.99												
\$5,000												
\$24,999.99												
\$25,000												
\$49,999.99												
\$50,000												
OVER												

\*\*\* Follow HUB Requirements for purchases of more than \$3,000 but less than \$50,000.

Note:

Personal or professional services are exempted from the competitive bidding process and are procured through the use of a Request for Qualification (RFQ) process regardless of amount.

**EXHIBIT IX  
PURCHASING DECISION FLOWCHART**

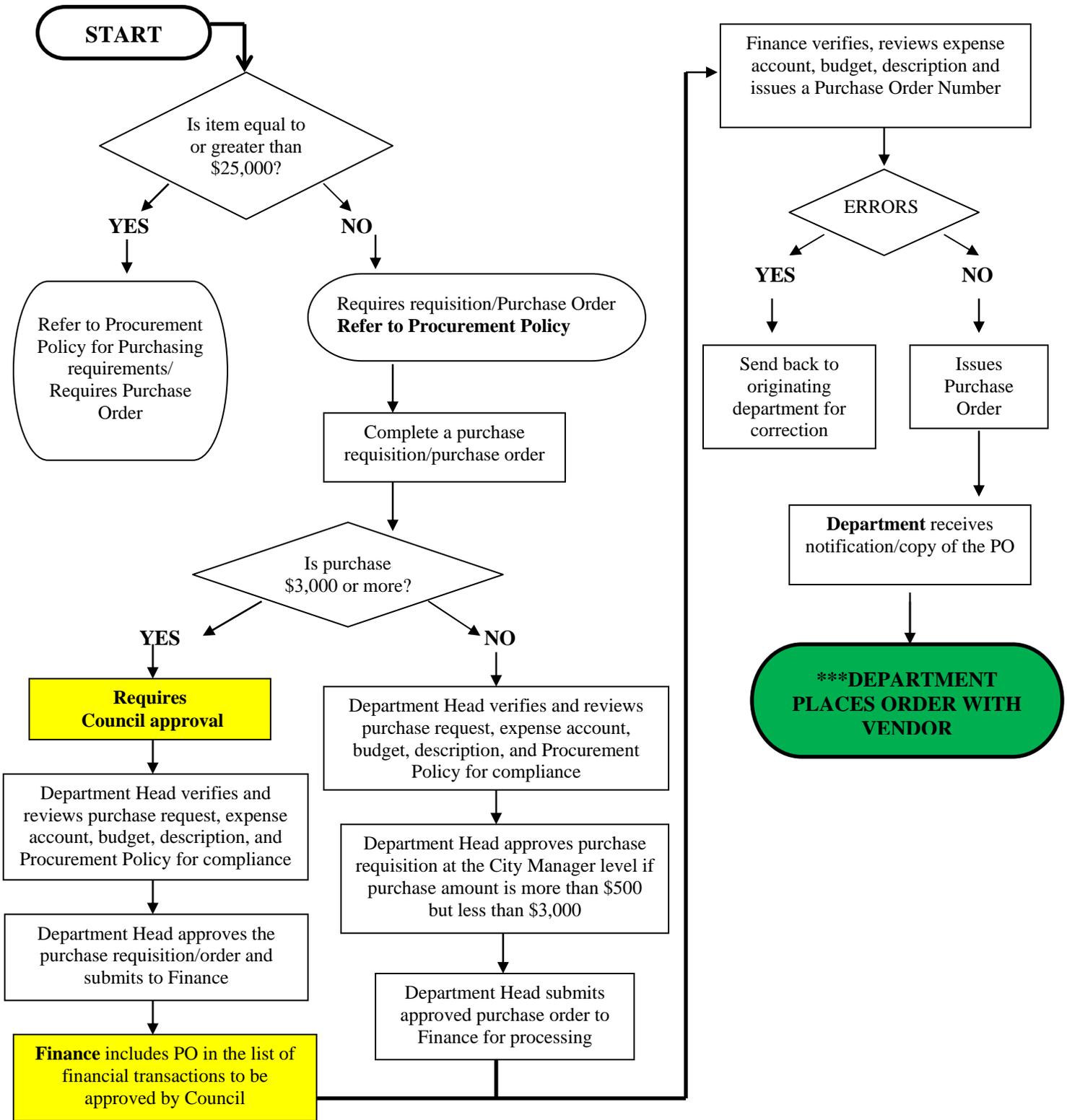


**\*\*\*Use vendor open line of credit accounts when already established. These accounts include Office Depot, Westlake ACE Hardware Store, Home Depot, Staples, Bass Printing, etc. The Town receives better pricing when using these accounts and we are directly billed for the goods ordered.**

**EXHIBIT X  
PURCHASE REQUISITION/PURCHASE ORDER  
PROCESS FLOWCHART**

**DEPARTMENT**

**FINANCE**



**\*\*\* DEPARTMENTS DO NOT HAVE THE AUTHORITY TO ORDER DIRECTLY FROM A VENDOR WITHOUT A PURCHASE ORDER.**

**\*\*\* EXCEPTIONS:**

- 1. FOR P-CARD PURCHASES - REFER TO P-CARD POLICY AND PROCEDURES.**
- 2. FOR EMERGENCY PURCHASES REFER TO THE PROCUREMENT POLICY FOR PROCEDURES.**

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## EXHIBIT XI

# GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the Town of Pantego, Texas (Town), and Contractor. The Town and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

### I. Summary of Contract Terms

Contractor:

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

### II. Standard Contractual Provisions

#### A. Definitions

*Contract* means this Standard Services Contract.

*Services* means the services for which the Town solicited bids or received proposals as described in this Contract.

#### B. Services and Payment

Contractor will furnish Services to the Town in accordance with the terms and conditions specified in this Contract. Contractor will bill the Town for the Services provided at intervals of at least 30 days, except for the final billing. The Town shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The Town reserves the right to modify any amount due to the contractor presented by invoice to the Town if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

#### C. Termination Provisions

- (1) *Town Termination for Convenience.* Under this paragraph, the Town may terminate this Contract during its term at any time for the Town's own convenience where the Contractor is not in default by giving written notice to Contractor. If the Town terminates this Contract under this paragraph, the Town will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the Town's sovereign immunity.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the Town's fiscal year in which it becomes effective or provides for the Town to make any payment during any of the Town's fiscal years following the Town's fiscal year in which this Contract becomes effective and the Town fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the Town's successive fiscal year of the Contract for which the Town has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the Town shall have the right to terminate the agreement at the end of any Town fiscal year if the governing body of the Town does not appropriate funds sufficient to continue the contract. The Town may execute such termination by giving the Contractor a written notice of termination at the end of the Town's then-current fiscal year.

D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the Town, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the Town. The Contractor shall not be within the protection or coverage of the Town's workers' compensation insurance, health insurance, liability insurance or any other insurance that the Town from time to time may have in force and effect. The Town specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on Town property or their interaction with Town employees be found not to be in the best interest of the Town, be found to be harassing to any Town employee or third person, or is found to interfere with the effective and efficient operation of the Town or the Town's workplace.

E. Liens. Contractor agrees to and shall indemnify and hold harmless the Town against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the Town's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the Town.

F. Confidentiality. Any provision of this Contract that attempts to prevent the Town's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

- G. Tax Exemption. The Town is not liable to Contractor for any federal, state or local taxes for which the Town is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the Town. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the Town. If billed, the Town will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the Town.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Tarrant County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the Town by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the Town's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the Town and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the Town. The Town has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The Town and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and Town desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

### **III. Special Terms or Conditions.**

- IV. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- A. Contractor's Additional Contract Document:
  - 1. Insurance Certificate
  
- B. Town's Additional Contract Documents:
  - 1. Technical Specifications and Bid Documents
  - 2. Policy for Bidding Projects

**V. Signatures.** By signing below, the parties agree to the terms of this Contract:

**TOWN OF PANTEGO:**

**CONTRACTOR:**

\_\_\_\_\_  
Matthew Fielder  
City Manager

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

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

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

Attest: Town Secretary

\_\_\_\_\_

**Exhibit XII**  
**CONFLICT OF INTEREST QUESTIONNAIRE**  
**FORM CIQ**

**Required for vendor or other person doing business with a local government entity**

---

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

By law this questionnaire must be filed with the records administrator of the local government no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Attach additional pages to this Form CIQ as necessary.

**1. Name of person doing business with local government entity**

**2. \_\_\_\_\_ Check here if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority no later than September 1 of the year for which the activity described in Section 176.006(a), Local Government Code, is pending and no later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Name of each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

**4. Name of each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

## **Conflict of Interest Questionnaire**

### **Form CIQ (Continued)**

**Required for vendor or other person doing business with a local government entity**

---

**5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has an affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. Please circle yes or no.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? YES NO
- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? YES NO
- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer, or holds an ownership of ten (10) percent or more? YES NO
- D. Describe each affiliation or business relationship

**6. Name, title and signature of person doing business with the governmental entity:**

\_\_\_\_\_

\_\_\_\_\_

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

## PROCEDURES FOR PROCESSING PURCHASE ORDERS

- 1) All purchases over \$500.00 but less than \$1,000.00 must be approved by the City Manager. The purchase orders need to be approved BEFORE the purchase is completed, with the exception of EMERGENCY. A department head may make the determination of an emergency but should make all efforts to contact the City Manager before making emergency purchases. A memo must be attached to the purchase order requesting the purchase and approved by the City Manager.
- 2) All purchases over \$1,000.00 MUST BE approved by the City Council. The following requirements must be met at the time of request:
  - a. A memo must be attached to the purchase order requesting the purchase
  - b. There must be three (3) price quotes from more than one vendor attached to the purchase order.
- 3) Purchases may be authorized for emergencies without prior approval of a purchase order. A department head may determine an emergency but should make all efforts to contact the City Manager before making emergency purchases. For example, a malfunctioning air condition compressor on a patrol car would not justify emergency status unless the purchase of repair work was needed to keep the vehicle safe and operable. On the other hand, purchases needed to repair a water main break over the weekend would qualify as emergency status. Any emergency purchase is subject to ratification at the next Council meeting.
- 4) When the City Manager and Department Head approves and issues a purchase order, it signifies that the proper approvals for expenditure authorization have been obtained and that an appropriation is available to accept the charge.
- 5) The purchase order is to be recorded in the appropriate Fund Expenditure Journal, charging the appropriate expenditure account
- 6) The City Manager is authorized to establish internal procedures to ensure that only properly authorized purchase orders are issued and that proper documentation is obtained prior to payment.



# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider action on Resolution 15-26 a resolution of the Town Council of the Town of Pantego, Texas adopting a Procurement Card policy for the Town; and providing for an effective date.

**DATE:** October 12, 2015

---

**PRESENTER:**

Ariel Carmona, Finance Director

**BACKGROUND:**

The purpose of a procurement card (“p-card”/“credit card”) is to provide Town staff with an efficient and controllable method of making small dollar service purchases (less than \$500). The Procurement Card Policy is not intended to replace, but rather supplement the Town’s Procurement Policy. In fact, all procurement activity shall be governed by the Town’s Procurement Policy and shall be performed in accordance to applicable State Local Government statutes.

The Finance Committee met to review and discuss this policy. Recommendations made during the review are incorporated into what is now presented as the final attached version of the Procurement Card Policy.

This item was considered at the July 27<sup>th</sup> Town Council meeting in conjunction with the purchasing policy. It is being presented with the only change being the removal of language concerning gift cards. This will be addressed in a separate policy that is currently being drafted.

**FISCAL IMPACT:**

This policy will have a direct fiscal impact on the daily departmental procurement responsibilities of acquiring goods and services on the Town’s behalf.

**RECOMMENDATION:**

Staff recommends the Procurement Card Policy be approved as presented.

**ATTACHMENTS:**

Resolution  
Procurement Card Policy

**RESOLUTION NO. 15-26**

**A RESOLUTION OF THE TOWN COUNCIL ADOPTING A PROCUREMENT CARD POLICY FOR THE TOWN OF PANTEGO; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town Council has determined that it will be in the best interest of the Town of Pantego to adopt a Procurement Card Policy and Procedure statement; and

**WHEREAS**, the purpose of this policy is to provide Town staff with an efficient and controllable method of making small dollar service purchases and to supplement the Town's Procurement Policy; and

**WHEREAS**, it is the responsibility of the Town of Pantego to obtain the most value for the tax dollar in a fair, efficient, and equitable manner; and

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

**Section 1:** the Town Council hereby adopts the attached Procurement Card Policy as presented by the Finance Director.

**Section 2:** the Town Council agrees and accepts the terms and conditions of the Procurement Card Policy as presented by the Finance Director in "Exhibit A."

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

**PASSED AND APPROVED** this the 12<sup>th</sup> day of October 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**James T. Jeffrey, Jr., City Attorney**



## **TOWN OF PANTEGO**

# **PROCUREMENT CARD POLICY AND PROCEDURES**

APPROVED ON \_\_\_\_\_

By Resolution \_\_\_\_\_

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## PROCUREMENT CARD POLICY AND PROCEDURES

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**PROCUREMENT CARD  
POLICY AND PROCEDURES**

**1. STATEMENT OF GENERAL POLICY**

It is important to keep in mind that Town purchasing operates in full view of the public. Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient and equitable manner. The Town of Pantego intends to maintain a cost effective purchasing system conforming to good and lawful management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every department head and Town official, but also every supervisor and employee of the Town. The establishment and maintenance of a good purchasing system is possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of goods and services at the least cost to the Town of Pantego, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful. All procurement activity shall be governed by the Town of Pantego's Procurement Policy, in accordance with applicable State and Local Government Codes.

**2. PURPOSE AND SCOPE**

The purpose of the procurement card is to provide the Town staff with an efficient and controllable method of making small dollar service purchases. The Procurement Card Policy is not intended to replace, but rather supplement the Town's Procurement Policy. Procurement card may also be referred to as "purchasing card" "p-card" and "credit card" purchases throughout this policy. This policy includes procedures for:

- Establishing purchasing limits;
- Establish allowable and prohibited purchases;
- Supporting documentation/record keeping and transaction report;
- Transaction declines, lost or stolen cards, disputing a transaction, canceling a card;
- Merchandise returns, damaged goods and credits;
- Monthly statements and reports;
- Reconciliation; and
- Payment processing.

**Objectives:**

- Provide users with an efficient means to address their ordering needs;
- Create a “paper-scarce”, responsive ordering system;
- Eliminate redundant and/or “no value added” processes;
- Improve the level of service provided to the departmental user; and
- Provide a simple means to allocate or distribute charges.

This policy applies to all Town officials, departments/employees to whom either currently hold a procurement card under the Town of Pantego’s name, and/or request reimbursements from procurement card (“credit card”) purchases made on behalf of the Town.

All procurement cards shall be governed by this procedure and used in a manner that complies with State law, Town Procurement Policy and any other requirements/rules regulating the procurement of goods and services.

**3. RESPONSIBILITIES**

It is the responsibility of Department Heads/Supervisors to:

- Observe and enforce the policy and procedures outlined in this policy and in the Procurement Policy.
- Verify approvals and P-card requests within established guidelines.
- Monitor and approve purchases made by designated cardholders. Verify fund/budget availability.
- Enforce timely compliance and submission of required documentation for Monthly Statement reconciliation with Accounts Payable.
- Adjust expenditure entries between accounting distributions as necessary. After billing has processed, any changes to the accounting distribution or adjustments will require an adjusting journal entry transaction.
- Recommend suspension or cancellation of a P-card to Finance.

It is the responsibility of the Finance Department to:

- Develop policy and procedures for the use of Procurement Cards that comply with State law.
- Administer the Purchasing Card Program, to include the following responsibilities:
  - o Serve as the primary contact with the Bank for P-cards.
  - o Serve as the primary contact with the Town departments.

- Approve/process applications for the issuance of P-cards for users in compliance with the requirements stated in this policy.
- Establish guidelines and criteria for transactions and cumulative dollar limits for P-cards.
- Approve/process changes to cardholder limits and restrictions as authorized by Department Heads and/or City Manager.
- Keep current list of cardholders, card number and card limits.
- Coordinate training on P-card usage and small purchase policies and procedures.
- Review departmental compliance/submission of approved monthly statement reconciliations.
- Ensure that payment of the monthly statement is made by the due date.
- Cancel and suspend cards as requested by Department Heads and/or City Manager.
- Conduct random internal audits of P-card transactions to act as a check on departments carrying out their responsibility for audit and compliance with State law and Town policies.

It is the responsibility of designated cardholders to:

- Read and sign a Procurement Card Cardholder Agreement (Exhibit 2) prior to being issued a procurement card.
- Keep the purchasing card in their possession, not allow anyone else to use the P-card issued in their name.
- Assume responsibility for all purchases made with the P-card, adhering to this policy insuring that no unauthorized purchases are made. Unauthorized purchases could be considered misappropriation of Town funds.
- Validate that merchandise is received.
- Maintain P-card data in a secure location at all times.
- Purchase from term contracts any items that are available on contract.
- Inform merchant of tax exempt status; cardholders will be responsible for reimbursing the sales tax amount to the Town.
- Keep copy of receipts; submit original receipts to Finance for reconciliation purposes. Cardholders will be held personally responsible for items purchased without the supporting documentation.
- Report lost or stolen cards to the bank and the Finance department immediately (Exhibit 3).
- Make every reasonable effort to resolve disputed purchases with the vendor.
- Immediately report all unsolved disputed purchases to Finance by using the Procurement Card Dispute Form (Exhibit 4)

## 4. PROCEDURES

4.1 Purchasing Limits. The maximum amount of a single transaction will **not exceed \$500**. In no case will the limits of a P-card exceed the authorized budget amount or the limits defined by State law. P-card credit limits will be based on the cardholder's purchasing requirements.

4.2 Purchases Allowed with the Procurement Card. P-cards may be used to purchase any item and/or service for immediate use not prohibited by this procedure or any other Town's policy/procedures and State law. The total purchase with the P-card will not exceed the limits established for that card. All other policies remain in effect and P-cards should not be used to circumvent them.

4.3 **Prohibited Purchases** include, but are not limited to:

- Personal expenditures (includes **ALL** items intended for personal use);
- Cash advances and refunds;
- Sales tax, except in cases where State law does not exempt local government;
- Construction and renovations;
- Consulting services;
- Firearms and ammunition;
- Entertainment of any kind, including the purchase of alcohol or patronage of drinking establishments;
- Purchases of items/services under contract, unless purchasing from the contracted vendor or an emergency exception is granted;
- Separate, sequential and component purchases or transactions made with the intent to circumvent State law or Town policy;
- Purchases that are split to stay within card transaction limits; and
- Other purchases specifically excluded in other Town policies or by law.

4.4 Making a Purchase. Most employees are already familiar with making purchases using a credit card. The process for placing an order using the Procurement Card (P-card) is very similar to those used when making a purchase with any commercial credit card. When making a purchase the following steps should be followed:

- Confirm that the purchase is appropriate (allowable) for the P-card by referring to the list of unauthorized (prohibited) items.
- Confirm the total cost (including shipping and handling) will not exceed present transaction limits.

- Make sure to obtain the best possible price. Cardholders should contact Finance to ask if there is a preferred/contracted supplier to use.
- The Town of Pantego is tax-exempt. If a supplier requires a hard copy of the tax exempt form, please refer them to the Town's website where a copy of the exemption form can be found in the Finance department/Purchasing web page.
- Upon receipt of the item, retain copies of the charge slip, sales receipt, statement, and/or packing slip. Receipts must be readily available for audit. Improper documentation may result in loss of the P-card privileges.

4.5 Security. The cardholder is responsible for the security of the card. This card should be treated with the same level of care as the cardholder would use with his/her own personal credit card.

4.6 Supporting Documentation for Card Purchases. Cardholders are responsible for obtaining all documentation necessary to support the business purpose of the purchase. In instances where the receipt is lost, cardholders must obtain a copy at their own expense from the bank or vendor. In the meantime, and due to the monthly P-card payment processing timing, the cardholders must submit an affidavit and/or assume financial responsibility for the charges for which receipts are missing. Affidavits must be approved and signed by the Department Head and/or City Manager. For purchases made over the phone or the Internet, a logging system with unique transaction identifiers should be maintained and a confirmation of the order retained with or as the receipt. All P-card purchases must be supported by at least one of the following items:

- o The actual sales slip;
- o The cash register receipt;
- o A copy of the order form;
- o A supplier/merchant statement;
- o Packing slip;
- o Online order confirmations (screen print out); or
- o Approved/signed affidavit.

4.7 P-CARD ACTIVITY EXPENSE REPORT. As P-card use continues to expand, the need to audit these transactions has grown proportionately. A daily review of the incoming transactions combined with onsite internal audits ensures compliance. In a broad way these internal audits ensure users are properly following Procurement and P-card Policies. The internal audits are also used to solicit feedback to improve the program.

A P-Card Activity Expense Report (Exhibit 10) should be completed and submitted to the Finance department for processing after Department Head/Supervisor review and approval of P-card transactions. Original purchase support documentation must be attached to the report. Department Heads/Supervisors are accountable for all charges made by their department, and are therefore responsible for verifying all transactions against corresponding supporting documentation for accuracy and propriety.

Examples of what a Department Head/Supervisor should look for in a P-Card Activity Expense Report include:

- Original **detailed** receipt attached.
- Itemized receipts are needed showing details of items purchased for ALL charges.
- Is the expense reasonable and allowable?
- A business purpose must accompany each charge. This information must be provided on the Expense Description line of the P-Card Activity Expense Report.
- Multiple charges to the same vendor to circumvent Procurement and P-card transaction limits are prohibited.
- Travel related purchases should only occur if the cardholder has travel privileges.
- Unauthorized purchases.
- The cardholder's signature is required.
- Department Head/Supervisor signature is required.

Cardholders will complete the P-Card Activity Expense Report upon completion of each transaction; one (1) form could be used to record multiple transactions. However, **do not** wait to have several transactions to complete a form. Forms must be completed as transactions occur. The completed form must then be given to the cardholder's Department Head or immediate Supervisor for review and final approval. The form will then be submitted to the Finance department for reconciliation purposes and payment processing. P-card purchases originated by Department Heads must be approved by the City Manager.

4.8 Declined transactions. Occasionally, a vendor will received a "decline" response from the bank after attempting to put through a P-card transaction. Cardholders may contact the bank's customer service toll free number to determine the cause for decline. The cardholder should have the following information for resolution:

- Account number
- Business where decline occurred

- Total transaction amount
- Date the decline occurred

After determining a reason for the “decline” it may be necessary for the cardholder to contact the Finance Department for temporary or permanent changes to the cardholder’s control limits to process the transaction.

4.9 Using the Procurement Card. As a need for an item and/or service is established and it is determined not to be readily available through an existing Town contract, the cardholder then follows the following steps:

- The cardholder ensures that the item or service is not a restricted item as listed in paragraph 4.3.
- The cardholder will then purchase the item or service and issue payment with the P-card ensuring that sales tax is not included. Tax-exempt certificates are available through the Finance Department and attached as Exhibit 8 of this policy.
- The cardholder will annotate on the receipt the purpose of the purchase as well as the account number that is to be billed against.
- The cardholder will retain the receipt which will be forwarded to the approving supervisor for review and further submission to Accounts Payable for monthly statement reconciliation and payment processing.

4.10 Reimbursement from Use of Personal Credit Card. Town officials, board of directors, employees and volunteers have the right to reimbursement from expenses that have been incurred on behalf of the Town. Receipts of all expenses incurred are required regardless of the amount. However, reimbursements should be kept at a minimum.

The following criteria must be met in order for the expense to be an allowable reimbursable expense:

- There must be a business connection and the expense must be reasonable;
- Expense must be an allowable/budgeted expense; (reimbursement requests for purchases going over budget will not be processed)
- Purchase must meet Procurement Policy guidelines and requirements;
- Reimbursement request must be made within reasonable time of purchase (no more than ten (10) business days) and must include adequate supporting documentation of purchase;
- Sales tax will not be reimbursed. Refer to Exhibit 8 for Tax Exempt Certification. Sales tax may be paid for minimal expenditures from one-time vendors who refuse the exemption, but sales tax should not be paid (select

another vendor) where purchases are for more substantial expenditures or are repetitively incurred.

- 4.11 Merchandise Returns. The cardholder is responsible for obtaining a credit memo from the Vendor when merchandise is purchased with the P-card and is returned to the Vendor for any reason. This credit memo will serve as support to make sure the cardholder's account is credited. No cash refunds are allowed.
- 4.12 Monthly Bank Statement and Reports. Accounts Payable will reconcile all departmental P-card activity/receipts against the monthly statement to process payment. Failure to meet timely submission requirements from cardholders to Accounts Payable may cause suspension or cancellation of P-cards. The P-card account cycle ends on the 19<sup>th</sup> of every month.
- 4.13 Lost, Stolen or Compromised Procurement Card. When it is determined that a P-card has been lost, stolen or compromised, **it is imperative to first cancel the card with the bank by calling the toll-free number 1-800-892-7104.** The cardholder must also notify the Finance Department in writing (Exhibit 3). It is imperative to cancel the card immediately because the Town's liability on lost or stolen cards is not capped.

The Town is liable for all charges until the card is reported lost or stolen. Thus, **the cardholder to whom the P-card is issued may be responsible for all charges made against the P-card from the time it is lost or stolen until the bank is notified, if the cardholder fails to immediately notify the bank upon discovering the loss or fails to discover the loss within reasonable amount of time.** The cardholder should have the following information available when contacting the bank for resolution:

- Account number
- Line of Credit
- Address including Zip Code

- 4.14 Request for Issue of a Procurement Card or Making Changes to Existing Accounts. To request a new P-card or to make changes to an existing P-card account, a Procurement Card Request/Change Form (Exhibit 1) should be completed, approved and submitted to Finance by the requesting Department Head and/or City Manager. Cardholders must keep in mind that administrative responsibility is strictly reserved for the Finance Director. The cardholders are not authorized by the bank or the Town of Pantego to create new accounts or make account changes.

4.15 Unauthorized Use of the Procurement Card. Any purchases that the Department Head/City Manager and/or the Finance Department deems inappropriate as outlined in this procedure will be referred back to the cardholder for justification and/or explanation. If any unauthorized charges appear in the cardholder's activity report, the cardholder will be subject to the following:

- The Finance Department will investigate all circumstances surrounding alleged misuse of the P-card and in such cases, where there is evidence sustaining a procedure or policy violation, refer that information to the appropriate authority for investigation and/or disciplinary action.
- P-card use for personal purchases is strictly prohibited and can be considered misappropriation of Town funds.
- Improper use of the card may result in disciplinary action, up to and including termination of employment and/or irrevocable forfeiture of the P-card.
- In those cases where there is evidence of negligence in the use of the P-card but no fraudulent acts have been committed, the cardholder will be required to surrender the P-card and all further privileges will be revoked.

Any employee having knowledge of violations to this procedure or any other procedure or policy governing the use of P-cards must immediately report such activity to the Finance Director. The P-card shall be suspended or terminated for employees suspected or accused of fraud, theft, or illegal drug use and appropriate action taken with respect to the employee in accordance with existing Town policies and procedures.

4.16 Disputed Items/Purchases. Disputes, if possible, should be resolved promptly between the cardholder and the vendor. Cardholders should dispute an item immediately. Failure to dispute an item will result in an authorized purchase and the department is responsible for the payment even if it is an incorrect charge. Do not dispute the charge on the current statement if an item was returned for credit after the billing cycle is closed. Anticipate the credit on the next statement and annotate on the current statement a disputed charge and expected credit. If a dispute cannot be resolved within ten (10) days, the cardholder shall submit a Dispute Form (Exhibit 4) to Finance.

4.17 Termination Clause. The P-card is issued to an employee for the Town's convenience and may be terminated at any time by the Town of Pantego. P-card privileges may be cancelled for non-compliance with the approved policies and procedures. Transfer, resignation, or termination of employment is reason for cancellation of the P-card. It is important to cancel a card immediately when

an employee leaves the Town voluntarily or is terminated. The department is responsible for payment of charges incurred by an employee no longer working in their organization, if the delay to cancel charge privileges has been a result of the department's action.

## 5. PROCUREMENT CARD PURCHASES – Travel Expenses

- Personal travel expenses (expenses made in support or for the benefit of anyone other than the employee/official or expenses made in support or for the benefit of the employee which are not attributable to Town business) may not be charged to a procurement card issued by the Town of Pantego. All travel and related expenses (transportation, lodging, meals, registration, parking, etc.) incurred must be documented and submitted to the Town along with a completed Travel Expense Form that includes all receipts and supporting documents in accordance with IRS codes and regulations. A copy of the Travel Expense Form is attached as Exhibit 9. Refer to the Employee Handbook for more information regarding the Town's Travel Policy.
- Lodging and Transportation. The employee will be expected to select the mode of transportation, which will be most economical to the Town considering cost and time consumed. If the employee can save the Town substantial funds by going earlier or staying an extra day, the additional incurred expenses for hotel and food may be approved. Town vehicles may be utilized when feasible. Public transportation will be used in those cases where it is most economical when considering travel time and other factors.

When using air transportation, employees will normally travel in the coach section. Whenever possible, early booking is encouraged, if it will ensure a discounted rate. Verification in writing of the savings on the airline tickets must be obtained from the travel agent. When an individual uses a personal vehicle, he or she shall be reimbursed at the mileage rate currently allowed by IRS.

- If the training or seminar was not approved through the budget process, written permission must be obtained from the Department Head or City Manager prior to travel. There must be funds in the budget to cover the travel unless the City Manager or designee makes the exception.
- Meals. Receipts should be attached to the purchasing card transaction. You actually need two receipts. One would include the breakdown of items bought. The other would be the receipt that shows the actual amount charged that includes a reasonable tip. **No alcoholic beverages may be charged on the Town's credit card.**

Town Officials/employees will be paid per diem at a rate per day for meals and incidental expenses. If meals are provided by the conference/seminar, that portion will be deducted from the per diem rate paid. Employees will be paid 75% of the total allowable per diem for travel days going to and from training, conferences or seminars.

- Any unauthorized expenses are the responsibility of the cardholder and must be reimbursed to the Town of Pantego.
- In the case where the Travel and Expense Report is not returned or when there are no adequate receipts attached, the amount of the advance (if any) or calculated reimbursement will be added to the employee's W-2 as taxable wages for the advanced fund.
- Travel Expense Report Procedure. All employees must complete and sign a Travel Expense Report within one (1) week of return and forward it to their Department Head for approval. Department Heads will review the Travel Expense Report and, if approved, sign and forward originals to the Finance Department for review and processing within five (5) business days after receipt from employee.

## GLOSSARY OF PROCUREMENT CARD TERMS

**Approving Authority** – The person responsible for the budget activity level that the cardholder is assigned. This person will be a manager/supervisor in the reporting chain for the individual cardholder.

**Bank** – The bank selected by the Town to provide the P-card program.

**Cardholders** – Town Officials and Full-time, permanent employees that have been designated by the Department Head and/or City Manager to be issued a P-card on their name for use under this policy and procedures.

**Procurement Card (“P-card”/”Purchasing card”/”credit card”)** – The Procurement card is a commercial credit card for small dollar purchases of goods and services necessary for official Town business. The P-card may be issued to an individual, permanent employee for purchases by the designated employee only.

**EXHIBIT 1**

**PROCUREMENT CARD REQUEST/CHANGE FORM**

TO: Finance Director

FROM: \_\_\_\_\_  
(Name and Department)

SUBJECT: Request for Procurement Card

I am requesting the following employee be issued a Town Procurement Card for the purposed of making small dollar purchases in the normal course of authorized Town of Pantego business.

Full Name of Employee (print): \_\_\_\_\_

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

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

Restrictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUESTED BY: \_\_\_\_\_  
Signature of Department Head

APPROVED BY: \_\_\_\_\_  
Signature of Finance Director

Procurement Card 30-day Limit \$: \_\_\_\_\_  
(Completed by Finance Department)

Copy: Designated cardholder  
Department Head/Manager/Supervisor

**EXHIBIT 2  
PROCUREMENT CARD CARDHOLDER AGREEMENT**

I, \_\_\_\_\_ hereby agree to comply with the procurement card policy and procedures and the following terms and conditions regarding the use of my designated procurement card. As a cardholder, I have read and understand the Town of Pantego Procurement Card Policy and Procedures.

1. I understand that I am being entrusted with a valuable tool, the procurement card. I will be making financial commitment on behalf of the Town of Pantego. I will obtain the best value for the Town of Pantego by using the card wisely and with discretion.
2. I agree to use this card for official approved purchases only. I fully understand that misuse or abuse of the card will result in revocation of the card and appropriate disciplinary action which may include termination of my employment.
3. Policy violations include, but are not limited to:
  - Expenditures for personal purposes;
  - Cash advances, refunds or gift cards;
  - Expenditures for entertainment, including but not limited to the purchase of alcoholic beverages;
  - Purchases under contracts, unless an emergency exception is granted;
  - Separate, sequential and component purchases or transactions made with intent to circumvent State law or Town policy;
  - Transaction amounts greater than cardholder's limits;
  - Failure to submit proper support documentation/receipts; and
  - Allowing the card to be used by someone else.
4. I agree to return the card immediately upon request or upon termination of employment (including retirement and resignation). Should I be transferred, qualify for extended leave or undergo an organizational change which causes my duties to no longer necessitate the use of the card, I agree to return it immediately and arrange for issuance of new card as may be appropriate.
5. If the card is lost or stolen, I agree to immediately notify the Bank and subsequently the Finance Department both verbally and in writing. Bank phone number is 1-800-892-7104.

I understand and agree that my use of the procurement card is subject to the following specific purposes or restrictions:

\_\_\_\_\_

\_\_\_\_\_

Employee Signature	Date	Department
Department Head/City Manager	Date	
Finance Director	Date	Monthly Limit\$

**EXHIBIT 3**  
**PROCUREMENT CARD LOST/STOLEN/COMPROMISED REPORT**

TO: Finance Director

FROM: \_\_\_\_\_  
Name and Department

Card No. \_\_\_\_\_

Full Name of Employee (print): \_\_\_\_\_

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

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

Date Card was lost: \_\_\_\_\_

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

Date Bank was Notified: \_\_\_\_\_

Details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy: Designated Cardholder  
Department Head/Manager/Supervisor

**EXHIBIT 4  
CARDHOLDER STATEMENT OF DISPUTED ITEM(S)**

RE: \_\_\_\_\_

CARDHOLDER NAME: \_\_\_\_\_ CARD# \_\_\_\_\_

MERCHANT NAME: \_\_\_\_\_ DISPUTED\$ \_\_\_\_\_

I dispute the charge(s) described herein as follows: (Check all that apply)

\_\_\_\_\_ I certify that the charge listed above was not made by me, nor were the goods or services represented by the above transaction received by me or by a person authorized by me.

\_\_\_\_\_ I do not recognize the transaction as listed above.

\_\_\_\_\_ Although I did engage in the above transaction, I dispute all or part of the charge in the amount of \$\_\_\_\_\_.

\_\_\_\_\_ I have contacted the merchant and requested credit adjustment that I did not receive or was not satisfactory.

\_\_\_\_\_ I have been charged twice for the same transaction.

\_\_\_\_\_ Posting date: \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_ A credit slip was listed as a sale on my statement.

\_\_\_\_\_ The amount of the sales slip was increased from \$\_\_\_\_\_ to \$\_\_\_\_\_. Enclosed is my copy of the sales slip prior to alteration.

\_\_\_\_\_ I received a price adjustment (credit slip) on the above transaction, and it has not appeared on my statement. Enclosed is a copy of the credit memorandum.

\_\_\_\_\_ Non-acceptance.

\_\_\_\_\_ Other, please explain in detail.

I am disputing the charge because

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated cardholder signature: \_\_\_\_\_

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

EXHIBIT 5

PROCUREMENT POLICY  
QUICK REFERENCE

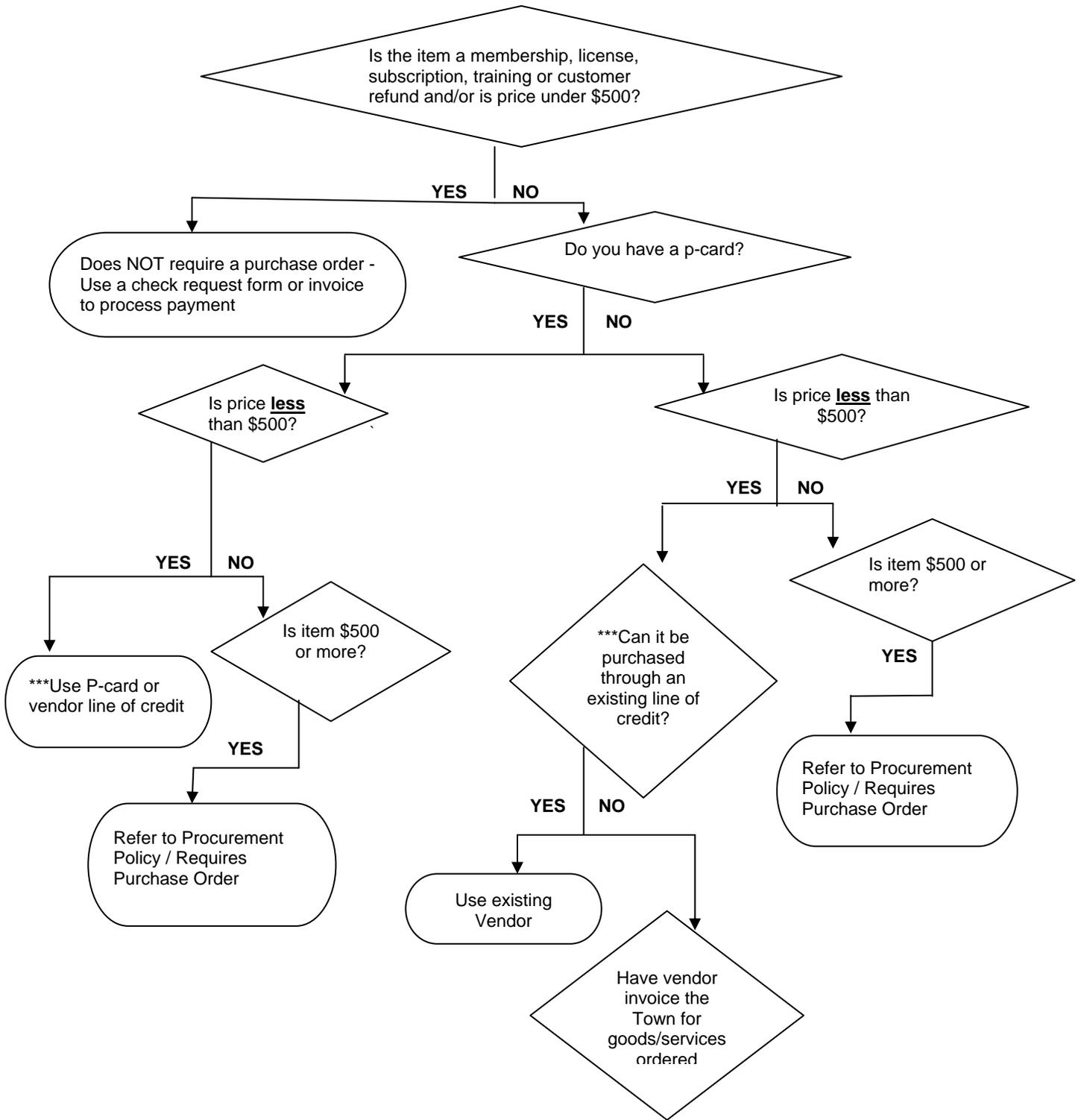
Dollar Amount	Petty Cash	P-Card or Check Request	Purchase Order Required	QUOTES			***Request for Bid ("RFB")	***Request for Proposal ("RFP")	Competitive Sealed Bid/ Proposal	Department Head Approval	City Manager Approval	Town Council Approval
				***Two (2) Informal Quotes	***Three (3) Written Quotes	***Request for Formal Quotations						
\$0.01												
\$100												
\$100												
\$499.99												
\$500												
\$3,000.00												
\$3,000.01												
\$4,999.99												
\$5,000												
\$24,999.99												
\$25,000												
\$49,999.99												
\$50,000												
OVER												

\*\*\* Follow HUB Requirements for purchases of more than \$3,000 but less than \$50,000.

Note:

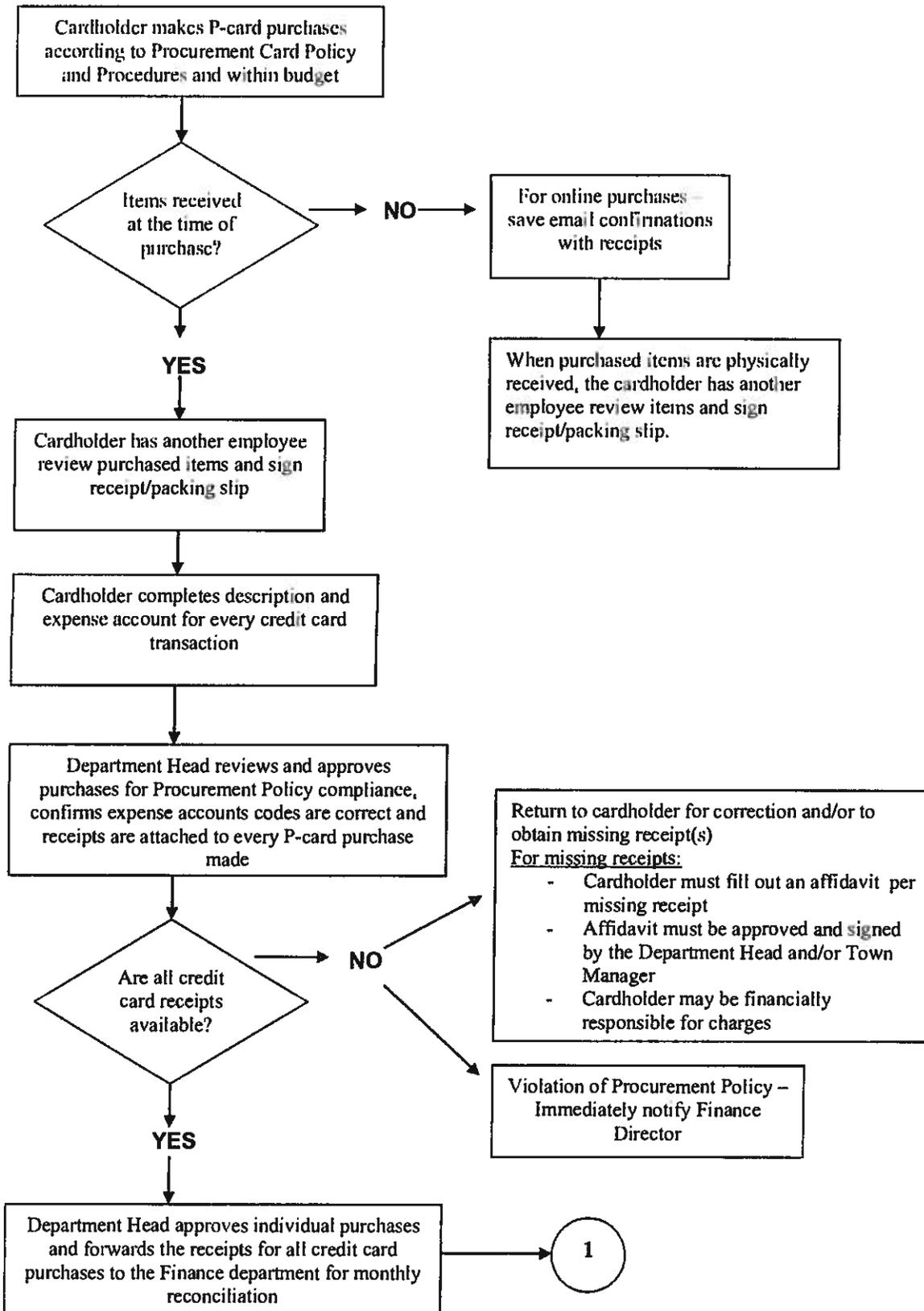
Personal or professional services are exempted from the competitive bidding process and are procured through the use of a Request for Qualification (RFQ) process regardless of amount.

**EXHIBIT 6  
PURCHASING DECISION FLOWCHART**

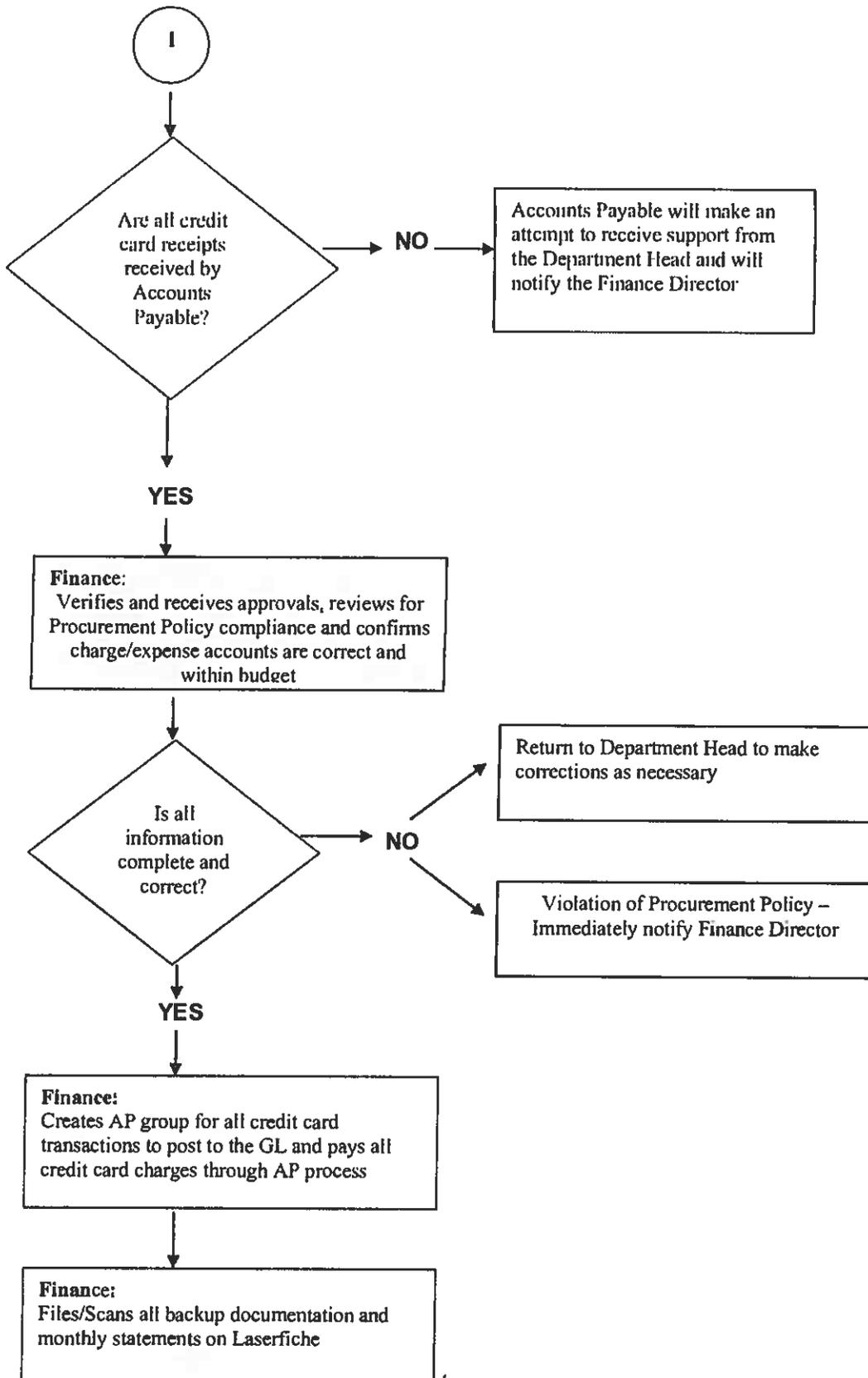


**\*\*\*Use vendor open line of credit accounts when already established. These accounts include Office Depot, Westlake ACE Hardware Store, Home Depot, Staples, Bass Printing, etc. The Town receives better pricing when using these accounts and we are directly billed for the goods ordered.**

**EXHIBIT 7  
PROCUREMENT CARD PROCESS FLOWCHART**



Procurement Card Process Flowchart (continued)



### EXHIBIT 8

## TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency <b>TOWN OF PANTEGO</b>	
Address (Street & number, P.O. Box or Route number) <b>1614 SOUTH BOWEN ROAD</b>	Phone (Area code and number) <b>817-274-1381</b>
City, State, ZIP code <b>PANTEGO, TEXAS 76013</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser claims this exemption for the following reason:

**MUNICIPALITY TAX EXEMPT ENTITY ID# 75-1291097**

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

sign here ▶	Purchaser 	Title <b>City Manager</b>	Date <b>1-27-14</b>
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

# EXHIBIT 9

## TOWN OF PANTEGO - TRAVEL EXPENSE REPORT

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

Job Title: \_\_\_\_\_ DEPT./DIV. \_\_\_\_\_

Destination and Purpose of Trip: \_\_\_\_\_

Advance Requested: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

Date of Report: \_\_\_\_\_ Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

### TRIP REPORT

(TO BE COMPLETED AND RETURNED TO FINANCE WITHIN ONE WEEK OF RETURN)

**1. MEALS (attach receipts)**

Date	Breakfast	Lunch	Dinner	Total
	-	-		
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
<b>Total Meals:</b>	-	-	-	-

**Lodging/Registration/  
Transportation (attach receipts)**

**2. Lodging:** \_\_\_\_\_  
*Less Parking at Hotel*

**3. Registration:** \_\_\_\_\_  
*Exam & Seminar*

**4. Transportation:** \_\_\_\_\_

**5. Personal Car:** \_\_\_\_\_ miles  
**at \$.575 per mile** \_\_\_\_\_

**Total:** \$ \_\_\_\_\_ -

**6. OTHER EXPENSES (attach receipts)**  
**(such as tips, telephone, parking, and miscellaneous)**

Date	Item	Total
<b>Total Other Expenses:</b>		-

**TRIP RECONCILIATION**

**Total Meals:** \$ \_\_\_\_\_ -

**Total Lodging/  
Registration/  
Transportation:** \$ \_\_\_\_\_ -

**Total Other  
Expenses:** \_\_\_\_\_

**Grand Total:** \$ \_\_\_\_\_ -

**Submitted by:** \_\_\_\_\_  
Date

**Approved by:** \_\_\_\_\_  
Supervisor Date

\_\_\_\_\_  
Department Manager Date

\_\_\_\_\_  
Finance Date

**7. Less: Advance** \_\_\_\_\_

**8. Less: Prepaid and/  
or city credit card:** \_\_\_\_\_

**Due Employee or  
(Due City):** \$ \_\_\_\_\_ -



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# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and review the proposed street repairs at Peachtree and Wagon Wheel.

**Date:** October 12, 2015

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**PRESENTER:**

Matt Fielder, City Manager

**BACKGROUND:**

The resident at 3309 Peachtree contacted the Town with a request to make a repair to the road in front of their home. There is a low spot on the north side of the street where it meets the curb and gutter. The area of pavement needs to be removed, built up, and re-installed at the correct grade. It permanently holds water and sediment that pools there as a result of rain and neighbors' irrigation systems. The issue dates back at least to when the road was last repaved in 2005. The homeowner has requested that the issue be addressed while the contractor is working on the nearby Wagon Wheel bridge. Staff has obtained a cost proposal from that contractor for \$12,743. Due to the proximity of work already occurring, there are considerable cost savings to make this repair at this time.

**FISCAL IMPACT:**

\$12,743

**RECOMMENDATION:**

Staff recommends approval due to the cost savings that can be obtained from taking advantage of the proximity to work already being done in the area.

**ATTACHMENTS:**

Aerial Map  
Contractor's Cost Estimate

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



Wagonwheel Trail



Peachtree Ln

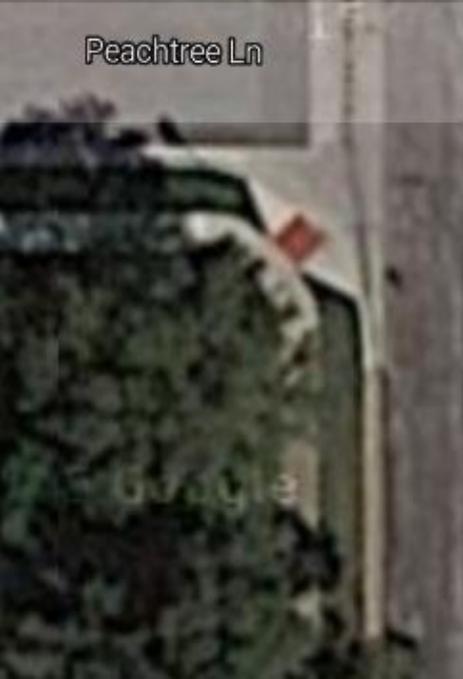
Peachtree Ln

Peachtree Ln

Peachtree Ln

Peachtree Ln

Pea



Wagonwheel Trail



Wagonwheel Trail

# SYB Construction Co., Inc.

**FROM:** SYB Construction Co., Inc.  
 421 Compton Avenue  
 Irving, TX 75061  
 Phone: 972-399-1066  
 Fax: 972-399-1586

**DATE:** October 7, 2015

**TO:** Mr. Scott Williams  
 Public Works Director  
 Town of Pantego

**PROJECT:** Wagonwheel Trail  
 Drainage Repair at  
 3309 Peachtree

We hereby propose the following changes and/or additions to the original contract.

ITEM	DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	ADD/DEDUCT QUANTITY	REVISED QUANTITY	UNIT PRICE	NET COST CHANGE
	Remove & Replace Concrete Curb & Gutter (3309 Peachtree)	LF	0.00	98.00	98.00	\$42.00	\$4,116.00
	Remove & Replace Concrete Valley Gutter (3309 Peachtree)	SY	0.00	23.00	23.00	\$92.00	\$2,116.00
	Saw Cut, Remove & Replace 6" Thick HMA (3309 Peachtree)	SY	0.00	87.10	87.10	\$66.00	\$5,748.60
	Cast Iron Curb Openings for Yard Drainage (3309 Peachtree)	EA	0.00	2.00	2.00	\$250.00	\$500.00
	Remove & Replace Concrete Lead Walk (3309 Peachtree)	SY	0.00	2.22	2.22	\$54.00	\$119.88
	Sod Replacement (3309 Peachtree)	SY	0.00	22.00	22.00	\$6.50	\$143.00

**NET CHANGE**

**\$12,743.48**

ADDITIONAL CALENDAR DAYS REQUESTED: **7**

Signed: Brian Wood  
 BRIAN WOOD, VICE PRESIDENT

Date: 10/7/2015

Accepted: \_\_\_\_\_

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

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