



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

October 26, 2015

COUNCIL MEMBERS:

Fred Adair
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

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

WORK SESSION 6:30 P.M.

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

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

1. City Manager Report
 - Personnel Vacancies
 - Wagon Wheel Project Update
 - Concealed Handgun Training
 - PEDC/Council Strategic Planning Meeting
2. Approval of Bills Payable and Purchase Orders in excess of \$1,000.
A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.
3. Approval and Acceptance of Minutes
Approval of Town Council Minutes:
 - Town Council minutes from October 12, 2015

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Fred Adair

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

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

4. 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.
5. 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.

6. Discuss, direct, and review the water and sewer fund status and rates.

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

7. Discussion on PantegoFest 2015 and PantegoFest 2016.
8. Discussion on the financial software Opengov.com.
9. Discuss, direct, and consider action on the cancellation of the regularly scheduled council meetings for November 23, 2015 and December 21, 2015 due to holiday schedules.

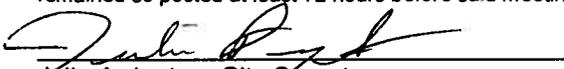
COUNCIL INQUIRY

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 23, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.


Julie Arrington, City Secretary

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

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





City Manager's Report

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: October 26, 2015

Personnel Vacancies

The Public Works Department has hired two new Maintenance Workers. Colby Younger starts Friday, November 5th. Cody Payne, will start work immediately. A vacancy for a Warrant Officer remains.

Wagon Wheel Project

The water line has been tied into both the Park Row and Peachtree connections, and is now complete. Work continues on the bridge. Arrangements have been made to include the repair to Peachtree, as directed by Council.

Concealed Handgun License Course

The Concealed Handgun Licensing Course date has not been set, as we are still searching for a location that will hold two hundred persons.

PEDC/Council Strategic Planning Meeting

Council and PEDC are meeting on Saturday, October 24th for a joint strategic planning session. This item will be an update on the outcome of the meeting.



AGENDA BACKGROUND

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

DATE: October 26, 2015

PRESENTER: Matthew Fielder, City Manager

BACKGROUND:

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

FISCAL IMPACT:

Please review report for individual account number.

RECOMMENDATION:

Staff recommends the following motion:

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

ATTACHMENTS:

Expenditure Summary of approval list over \$1,000 and purchase orders for October 26, 2015:

Professional Services:

- Bill Lane, Attorney
- SYB Construction Company, Contractor
- Flair Events, Festival Coordinator

Purchase Order:

- 1825 – Service King
- 1826 – Longhorn Harley-Davidson
- 1827 – Vector Disease Control

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
10/26/2015**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane, Attorney	\$1,837.50	October 2015 Legal Services
SYB Construction	\$196,819.65	September 2015 Contractor Services
Flair Events	\$1,533.90	September 2015 Event Planner Services
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1825 - Service King	\$1,465.96	Accident Repair Costs
1826 - Longhorn Harley-Davidson	\$2,035.08	Maintenance + Additional Repairs
1827 - Vector Disease Control Int.	\$2,664.20	August & September 2015 Mosquito Spraying
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Time Warner Cable	\$2,276.76	Telephone Bill Thru 10/16/15
Arlington Utilities	\$10,542.79	September 2015 Wastewater Services
Verizon	\$1,199.05	October 2015 Cell Phone Expenses
City of Fort Worth	\$15,659.24	September 2015 Wastewater Services
Time Warner Cable	\$2,276.76	October 2015 Phone Bill
Iwerk	\$2,633.78	September 2015 Tech Support Services
Commerce Bank	\$9,899.80	October 2015 Credit Card Expenses
MetLife Insurance	\$2,564.36	October & November 2015 Life Benefit Premiums

BILL LANE

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

DATE: September 10, 2015

Bill To:

VIA FACSIMILE 817-261-4538

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

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

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

RECEIVED
10/20/15

MONTHLY PAY REQUEST

PROJECT NAME:
WAGONWHEEL TRAIL
WATER & WASTEWATER LINE REPLACEMENT & BRIDGE REPAIRS

ESTIMATE NUMBER: 1
PERIOD: 9/1/15 THRU 9/30/15
INVOICE DATE: 10/1/2015
INVOICE NUMBER: 7405
SYB JOB # 783

OWNER:
TOWN OF PANTEGO

CONTRACTOR: SYB CONSTRUCTION COMPANY, INC.
421 COMPTON AVENUE
IRVING, TEXAS 75061

INSPECTOR:
JUNIOR MARQUEZ

ITEM NO.	DESCRIPTION OF ITEM	UNIT OF MEAS	APPROVED CONTRACT QUANTITY	QUANTITY COMPLETED PREVIOUSLY	QUANTITY COMPL THIS MONTH	QUANTITY COMPLETED TO DATE	UNIT PRICE	VALUE OF COMPLETED WORK	THIS MONTH'S TOTAL
	MISCELLANEOUS								
1	MOBILIZATION, BONDS, & INSURANCE	LS	1		0.50	0.50	\$ 37,237.00	\$ 18,618.50	\$ 18,618.50
2	TRAFFIC CONTROL PLAN	LS	1		1.00	1.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00
3	SWPPP	LS	1		1.00	1.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00
	8" PVC C900 DR-14 WATER LINE								
4	8" C900 DR-14 WATERLINE	LF	1,470		919.00	919.00	\$ 64.00	\$ 58,816.00	\$ 58,816.00
5	DUCTILE IRON FITTINGS	TN	1		1.00	1.00	\$ 10.00	\$ 10.00	\$ 10.00
6	10" X 10" X 8" TEE	EA	1			0.00	\$ 3,250.00	\$ -	\$ -
7	8" TEE	EA	1			0.00	\$ 2,850.00	\$ -	\$ -
8	8" GATE VALVE	EA	4			0.00	\$ 1,175.00	\$ -	\$ -
9	10" GATE VALVE	EA	2			0.00	\$ 1,750.00	\$ -	\$ -
10	FIRE HYDRANT ASSEMBLY	EA	3		3.00	3.00	\$ 6,550.00	\$ 19,650.00	\$ 19,650.00
11	RECONNECT TO EXISTING WATER SERVICE (SHORT)	EA	14		14.00	14.00	\$ 625.00	\$ 8,750.00	\$ 8,750.00
12	RECONNECT TO EXISTING WATER SERVICE (LONG)	EA	13		13.00	13.00	\$ 800.00	\$ 10,400.00	\$ 10,400.00
13	SITE RESTORATION TO ORIGINAL OR BETTER CONDITION INCL. SEEDING, SODDING, & CLEANUP	SY	250			0.00	\$ 6.50	\$ -	\$ -
	8" CLASS 150 SEWER LINE								
14	8" CLASS 150 SEWER LINE	LF	1,200		723.00	723.00	\$ 78.00	\$ 56,394.00	\$ 56,394.00
15	48" DIAMETER MANHOLES	EA	2		2.00	2.00	\$ 3,100.00	\$ 6,200.00	\$ 6,200.00
16	WASTEWATER ACCESS DEVICE	EA	2		2.00	2.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
17	4" SEWER SERVICE LATERALS	EA	27		27.00	27.00	\$ 950.00	\$ 25,650.00	\$ 25,650.00
18	SITE RESTORATION TO ORIGINAL OR BETTER CONDITION INCL. SEEDING, SODDING, & CLEANUP	SY	250			0.00	\$ 6.50	\$ -	\$ -

ITEM NO.	DESCRIPTION OF ITEM	UNIT OF MEAS	APPROVED CONTRACT QUANTITY	QUANTITY COMPLETED PREVIOUSLY	QUANTITY COMPL THIS MONTH	QUANTITY COMPLETED TO DATE	UNIT PRICE	VALUE OF COMPLETED WORK	THIS MONTH'S TOTAL
	8" WATER LINE REPLACEMENT AERIAL CROSSING								
19	8" C900 DR-14 WATERLINE	LF	45			0.00	\$ 150.00	\$ -	\$ -
20	8" CLASS 51 DIP W/ PIPE SUPPORTS ALONG BRIDGE	LF	40			0.00	\$ 225.00	\$ -	\$ -
21	DUCTILE IRON FITTINGS	TN	0.25			0.00	\$ 6,000.00	\$ -	\$ -
	8" & 12" SEWER LINE & MANHOLE REPLACEMENT								
22	60" DIAMTER MANHOLE	EA	1			0.00	\$ 5,700.00	\$ -	\$ -
23	12" PVC SDR-26 SEWER LINE	LF	60			0.00	\$ 78.00	\$ -	\$ -
24	8" PVC SDR-26 SEWER LINE	LF	40			0.00	\$ 71.00	\$ -	\$ -
	BRIDGE REPAIR, PAVING								
25	DEMOLISH EXISTING & RECONSTRUCT NEW STORM SEWER INLETS	EA	2			0.00	\$ 3,500.00	\$ -	\$ -
26	REMOVE EXISTING & INSTALL NEW CHANNEL WALLS E SIDE OF STREET, N&S WALLS PER DETAIL SHEET 6. INCLUDES GRAVEL & SOIL FILL MATERIALS & PLACEMENT	LF	50			0.00	\$ 200.00	\$ -	\$ -
27	REMOVE EXISTING & REPLACE CHANNEL WALLS W SIDE OF STREET AT NEW PIPING INSTALLATION. INCLUDES GRAVEL & SOIL FILL MATERIALS & PLACEMENT	SF	50			0.00	\$ 40.00	\$ -	\$ -
28	NEW GUARDRAIL ON NEW CHANNEL WALL E SIDE OF BRIDGE TO MATCH EXISTING GUARDRAIL ON W SIDE	LS	1			0.00	\$ 3,450.00	\$ -	\$ -
29	REMOVE & REPLACE EXISTING CURB & GUTTER	LF	350			0.00	\$ 42.00	\$ -	\$ -
30	REMOVE & REPLACE CONCRETE DRIVEWAY & APPROACH	EA	1			0.00	\$ 1,125.00	\$ -	\$ -
31	REMOVE & REPLACE EXISTING 4" SIDEWALK	SY	145			0.00	\$ 54.00	\$ -	\$ -
32	REMOVE EXISTING ASPHALT AT BRIDGE. REPLACE ASPHALT PAVING (4" CLASS B). FINAL TOPPING OF CLASS D ASPHALT NOT INCLUDED IN THIS PROJECT.	SY	450			0.00	\$ 55.00	\$ -	\$ -
33	MILL ENTIRE STREET FROM PARK ROW TO PEACHTREE LANE TO REMOVE EXISTING ASPHALT. ASPHALT PLACEMENT NOT INCLUDED IN THIS PROJECT.	SY	4,200			0.00	\$ 4.75	\$ -	\$ -
34	CULVERT WALL REPAIR PER DETAIL	LF	80			0.00	\$ 78.00	\$ -	\$ -

ITEM NO.	DESCRIPTION OF ITEM	UNIT OF MEAS	APPROVED CONTRACT QUANTITY	QUANTITY COMPLETED PREVIOUSLY	QUANTITY COMPL. THIS MONTH	QUANTITY COMPLETED TO DATE	UNIT PRICE	VALUE OF COMPLETED WORK	THIS MONTH'S TOTAL
35	CRACK REPAIR AS DIRECTED BY ENGINEER PER DETAIL	LF	50			0.00	\$ 78.00	\$ -	\$ -
36	REMOVE, PROTECT, REINSTALL & REPAIR AS NECESSARY WOODEN RETAINING WALL AT LOT 1807	LS	1			0.00	\$ 2,500.00	\$ -	\$ -
37	SITE RESTORATION TO ORIGINAL OR BETTER CONDITION INCL. SEEDING, SODDING, & CLEANUP	SY	500			0.00	\$ 6.50	\$ -	\$ -
38	CONTINGENCY	LS	1			0.00	\$ 10,000.00	\$ -	\$ -

TOTAL CONTRACT

MONTH TOTAL

\$ 474,492.00 \$ 218,688.50

TOTAL VALUE OF WORK TO DATE

LESS 10% RETAINAGE

AMOUNT PAYABLE ON CONTRACT

LESS AMOUNT OF PREVIOUS PAYMENTS

\$ 218,688.50

\$ 21,868.85

\$ 196,819.65

\$ -

BALANCE DUE THIS STATEMENT (Please make checks payable to SYB Construction Co., Inc.)

\$ 196,819.65

CERTIFIED: Brian Wood 10/2/15
BRIAN WOOD, VP (CONTRACTOR) DATE

CERTIFIED: Junior Marquez 10/2/15
JUNIOR MARQUEZ (PANTEGO) DATE

CERTIFIED: Scott Williams 10/2/2015
SCOTT WILLIAMS (PANTEGO) DATE

Split.

750-5-000-477-10 Water line \$ 98,409.82
700-5-000-477-30 Sewer \$ 98,409.82

Scott Williams



Flair Events
1040 Falcon Creek Dr.
Kennedale, TX 76060

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

Invoice #: 101515-Pr

Client: Town of Pantego

Date: October 15, 2015

Balance Due for October: \$1533.90

Due Date: 11/15/15

Description: Meetings (not included in max hours)

- None this month

Total Meetings:

Description: Festival Management billed at \$32/hour

- 10/01/15 2.5 hours \$80.00
- 10/05/15 3 hours \$96.00
- 10/07/15 .5 hours \$16.00

Total Festival Management: 6 hours \$192.00

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

- 10/01/15 1.75 hours \$47.25

Total Festival Resource Management: 1.75 hours \$47.25

Description: Festival Marketing billed at \$27.00/hour

Total Festival Marketing: \$0

Grand Total Festival Management/Resource Management and Marketing: \$239.25

- Contracted max hourly remaining balance invoiced this invoice: **\$0**

Mileage:

- 10/05/15 22.0 miles x \$.575 \$12.65

Total Mileage: miles \$12.65

Increase in Revenue Incentive: 25% of anything over baselines: \$18,000 for sponsor and \$6700 for vendor

Actual Sponsor Revenue: \$21,850

Actual Vendor Revenue: \$8935

Revenue Increase is: \$6085 over baseline x 25% \$1521.25

Balance Due for October: \$1533.90



Flair Events
1040 Falcon Creek Dr.
Kenedale, TX 76060

Business Phone: 817-614-5530
E-mail: aprilla@flairfbworth.com

Progression of Project Planning Budget:

- Contracted max hourly amount: \$20,343
 - Contracted max hourly previously Billed: \$20,343
- Contracted max hourly remaining balance: (\$0.00)

- Meetings billed outside of max hours: \$148.50

- Revenue Incentive Payment: \$1521.25

- Expenses Reimbursed: \$1451.95
 - Mileage: \$690.06
 - Banner: \$705.47
 - Printing: \$57.07
 - Postage: \$12.00

Memo

To: Matt Fielder
From: Thressa Householder
cc:
Date: October 19th 2015
Re: Damage to Warrant Vehicle

The Warrant vehicle has damage to the front bumper and right side panel due to an accident. This accident was on private property and no damage was done to any other vehicle or property. Attached is the quote for the repairs that are needed. We are requesting approval to go forward with these repairs.

Thank you



Thressa Householder

Municipal Court Administrator



SERVICE KING #002 ARLINGTON

Workfile ID: 5708f466
Federal ID: 751781281

To schedule repairs please call
1-866-730-KING (5464)
2300 W. PIONEER PKWY., ARLINGTON, TX 76013
Phone: (817) 265-9141
FAX: (817) 261-3764

Preliminary Estimate

Customer: Pantego, Town of

Job Number:

Written By: Stacy Gile

Insured: Pantego, Town of
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Pantego, Town of
(817) 617-3733 Business

Inspection Location:
SERVICE KING #002 ARLINGTON
2300 W. PIONEER PKWY.
ARLINGTON, TX 76013
Repair Facility
(817) 265-9141 Business

Insurance Company:

VEHICLE

Year: 2014	Body Style: 4D UTV	VIN: 1GNLC2E07ER142753	Mileage In: 1
Make: CHEV	Engine: 8-5.3L-FI	License:	Mileage Out:
Model: TAHOE 4X2	Production Date:	State:	Vehicle Out:
Color: black Int:	Condition: Good	Job #:	

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Remote Starter

RADIO

AM Radio

FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags

Communications System

SEATS

Cloth Seats
Redining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Estimate

Customer: Pantego, Town of

Job Number:

Vehicle: 2014 CHEV TAHOE 4X2 4D UTV 8-5.3L-FI black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	*	Rpr Bumper cover				6.0	3.0
3		Add for Clear Coat					1.2
4		O/H bumper assy				2.5	
5		Repl RT Bumper cover side bracket	15923613	1	26.64	Incl.	
6		Repl RT Outer filler	21996231	1	51.32	Incl.	
7		GRILLE					
8		R&I Upper grille bright chrome				Incl.	
9		FRONT LAMPS					
10		R&I RT Fog lamp assy				0.2	
11		R&I LT Fog lamp assy				0.2	
12		R&I RT R&I headlamp assy				0.3	
13	*	Rpr 'buff' RT Headlamp assy				0.5	
		Note: buff out paint transfer and light scratches - may need to be replaced if back housing is damaged.					
14		FENDER					
15		R&I RT Fender liner Tahoe w/o Z71				0.3	
16		R&I LT Fender liner Tahoe w/o Z71				0.3	
17	*	Rpr RT Fender Tahoe				5.0	2.0
18		Add for Clear Coat					0.8
19	#	Repl Car Cover - Spray Masking		1	5.00 T	0.2	
20	#	Repl Hazardous Waste Disposal		1	5.00 X		
21	#	Rpr Denib and Polish				1.0	
22	#	Repl Flex Additive		1	10.00 T		
23	#	Rpr Block and sand fender				1.0	
24	#	Repl Bumper/liner retainers		1	30.00 T		
25	#	Rpr Make ready				0.5	
26	#	***tax exemption - Town of Pantego***		1			
SUBTOTALS					127.96	18.0	7.0

Preliminary Estimate

Customer: Pantego, Town of

Job Number:

Vehicle: 2014 CHEV TAHOE 4X2 4D UTV 8-5.3L-FI black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC07, CCC Data Date 10/9/2015, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS Information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinsh. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1825

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 SERVICE KING
2300 W. PIONEER PKWY

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

DATE		ACCT #	DEPT.			
10-13-15			Court			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		REPAIRS TO COURT VEHICLE PARTS	77	96		77 96
		BODY LABOR 18.HRS	44	00	HR	792 00
		PAINT LABOR 7.HRS	44	00	HR	308 00
		PAINT SUPPLIES 7 HRS	34	00	HR	238 00
		Miscellaneous	50	00		50 00
					TOTAL	1465 96

[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 16, 2015
Re: Harley Davidson Maintenance

I am requesting the payment in the amount of \$2,035.08 for maintenance on one of the Harley Motorcycles. It was sent for the 10K mile schedule service and a new clutch. After it was diagnosed, I authorized additional repairs to be completed as well as two new tires.

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

Barry Reeves

Assistant Chief of Police

10/10/15
1:00PM

WORK ORDER ESTIMATE
DEALER COPY

LONGHORN HARLEY-DAVIDSON
2830 W. INTERSTATE 20
GRAND PRAIRIE, TX 75052
(972) 988-1903



Customer: 37565
CITY OF PANTEGO
1614 S BOWEN RD

W.O. Number: 124842

Appointment: 10/7/15 3:49PM Mileage In: 9794
Offered Back: 10/10/15 1:00PM Mileage Out: 9802

PANTEGO, TX 76013

Year: 2013

Shop Tag:

Phone: (817)274-2511

Work: (817)548-5883

Ext:

Mfg: HD

Plate No:

Fax:

*Mobile: (972)838-8858

Model: FLHTP

Service Advisor: HG

P.O. No:

Tax No:

Tax Exempt: Yes

VIN: 1HD1FMM16DB647959

Sold By: HG

Color: BLACK

Invoice No: 0

Comments: 10K/R+R CLUTCH/REAR BRAKES SOFT/RE-DO SEAT/ADJ/BACKRE

Ref. No.:

Dir. Lic #:

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Discount	Extended Amount
Event Number: 1 Type: R Description: 10K SERVICE					
17369-06	GASKET SERVICE KIT, 1K, 5	1.00	5.12	0.51	4.61
29633-08	AIR FILTER ELEMENT	1.00	26.95	2.70	24.25
32369-04X	SPARK PLUG, 6R12 BULK PAC	2.00	4.95	1.00	8.90
41800219	DOT 4 BRAKE FLUID, 12-OZ B	1.00	7.95	0.80	7.15
41852-08B	BRAKEPAD & PIN KIT, RR CA	1.00	57.95	5.80	52.15
62600004	FORMULA+, 1-QT, BTL	2.00	8.49	1.70	15.28
63731-99A	OIL FILTER, BLACK SUPERPR	1.00	11.95	1.20	10.75
99826-03/00QT	SYN BULK QUART	4.00	11.95	4.80	43.00
LABOR	Job Code: 0 Tech: JON	3.80	88.00	0.00	334.40
Work Description: 10K SERVICE					
Sub-total For Event (without Tax):					500.49
Event Number: 2 Type: R Description: CHECK CLUTCH//R+R CLUTCH IF NEEDED					
34901-07	GASKET, PRIMARY COVER	1.00	35.68	3.57	32.11
37883-98	CLUTCH DAMPER SPRING SEAT	1.00	14.22	1.42	12.80
37884-98	CLUTCH DAMPER SPRING	1.00	27.60	2.76	24.84
37913-98	CLUTCH STEEL DISCS	8.00	14.58	11.68	104.96
37932-98	CLUTCH FRICTION DISC KIT	1.00	189.96	19.00	170.96
4813A	SCREW, HEX SOCKET HEAD CA	2.00	1.05	0.22	1.88
LABOR	Job Code: 0 Tech: JON	2.50	88.00	0.00	220.00
Work Description: CHECK CLUTCH//R+R CLUTCH IF NEEDED					
Work Resolution: REPLACED STEEL/FRICTION PLATES, AND DAMPENER SPRING					
Sub-total For Event (without Tax):					567.55
Event Number: 3 Type: R Description: REAR BRAKE PEDAL GOES ALL THE WAY DOWN					
41810-08B	BRAKE ROTOR, RR	1.00	132.21	13.22	118.99
43567-92	SCREW, PAN HEAD TORX, REA	5.00	1.57	0.80	7.05
LABOR	Job Code: 0 Tech: JON	0.80	88.00	0.00	70.40
Work Description: REAR BRAKE PEDAL GOES ALL THE WAY DOWN					
Work Resolution: REPLACED REAR PADS, AND REAR ROTOR					
Sub-total For Event (without Tax):					196.44
Event Number: 4 Type: R Description: RE-DO SEAT					
OUTSIDE LABOR	RECOVER SEAT - JAVIER	1.00	110.00	0.00	110.00
Sub-total For Event (without Tax):					110.00

10/10/15
1:00PM

WORK ORDER ESTIMATE
DEALER COPY

LONGHORN HARLEY-DAVIDSON
2830 W. INTERSTATE 20
GRAND PRAIRIE, TX 75052
(972) 988-1903



Customer: 37565
CITY OF PANTEGO
1614 S BOWEN RD

W.O. Number: 124842

Appointment: 10/7/15 3:49PM Mileage In: 9794
Offered Back: 10/10/15 1:00PM Mileage Out: 9802

PANTEGO, TX 76013

Phone: (817)274-2511

Work: (817)548-5883

Ext:

Fax:

*Mobile: (972)838-8858

P.O. No:

Tax No:

Tax Exempt: Yes

Year: 2013

Shop Tag:

Mfg: HD

Plate No:

Model: FLHTP

Service Advisor: HG

VIN: 1HD1FMM16DB647959

Sold By: HG

Color: BLACK

Invoice No: 0

Ref. No.:

Dir. Lic #:

Comments: 10K/R+R CLUTCH/REAR BRAKES SOFT/RE-DO SEAT/ADJ/BCKRE

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Discount	Extended Amount
Event Number: 5 Type: R		<i>SEE PAGE 3</i>			
Description: INSTALL ADJUSTABLE RIDER BACKREST					
52501-09A	ADJ RIDER BACKREST, SMOOT	1.00	109.95	11.00	98.95
52596-09A	INSTL KIT,ADJ BCKRST 09-L	1.00	219.95	22.00	197.95
LABOR	Job Code: 0 Tech: JON	2.50	88.00	0.00	220.00
Work Description: INSTALL ADJUSTABLE RIDER BACKREST					
Sub-total For Event (without Tax):					516.90

Event Number: 6 Type: R					
Description: R&R FRONT AND REAR TIRES					
43109-09A	TIRE FRONT D408F 130/80B1	1.00	227.95	22.80	205.15
43200027	TIRE REAR D407T 180/65B1	1.00	290.95	29.10	261.85
LABOR	Job Code: 0 Tech: JON	2.20	88.00	0.00	193.60
Work Description: R&R FRONT AND REAR TIRES					
Sub-total For Event (without Tax):					660.60

This Is An Estimate Only
Prices Subject To Change!
Not a Receipt!
* Indicates Special Order Item

SO/Layaway Deposit: 0.00
Work Order Deposits: 0.00
Discount: 156.08

Item Total: 1,513.58
Labor Total: 1,038.40
Contract Labor: 0.00
Shop Supplies: 10.00
Storage Fees: 0.00
Tax Total: 4.00
Deductible(s) Total: 0.00
Work Order Total: 2,565.98
Deposits: 0.00
Total Balance Due: ~~2,565.98~~

2025 08

10/14/15
9:47AM

WORK ORDER REPRINT

LONGHORN HARLEY-DAVIDSON
2830 W INTERSTATE 20
GRAND PRAIRIE, TX 75052
(972) 988-1903



Customer: 37565
CITY OF PANTEGO
1614 S BOWEN RD

PANTEGO, TX 76013
Phone: (817)274-2511
Fax:
P.O. No:

Work: (817)548-5883
*Mobile: (972)838-8858
Tax No: Tax Exempt: Yes

W.O. Number: 124972
Appointment: 10/14/2015 9:31AM Mileage In: 9802
Offered Back: 10/14/15 9:35AM Mileage Out: 9802
Year: 2013 Shop Tag:
Mfg: HD Plate No:
Model: FLHTP Service Advisor: HG
VIN: 1HD1FMM16DB647959 Sold By: HG
Color: BLACK Invoice No: 884245
Ref. No.: Dir. Lic #:

Comments: REVERSE RIDER BACKREST/OFFICER WILL PAY

Item Number / Job Code	Item Description / Labor Description	Delivered Quantity / Hours	Price Each / Hourly Rate	Extended Discount	Extended Amount
------------------------	--------------------------------------	----------------------------	--------------------------	-------------------	-----------------

Event Number: 1 Type: R

Description: REVERSE RIDER BACKREST

52501-09A	ADJ RIDER BACKREST SMOOT	-1.00	109.95	-11.00	-98.95
52596-09A	INSTL KIT ADJ BCKRST 09-L	-1.00	219.95	-22.00	-197.95
LABOR	Job Code 0 Tech: MAH	-2.50	88.00	0.00	-220.00

Work Description: REVERSE RIDER BACKREST

Work Resolution: REVERSE LABOR

Sub-total For Event (without Tax): -516.90

SO/Layaway Deposit: 0.00
Work Order Deposit: 0.00
Discount: -33.00

Charged On Account: -516.90
Item Total: -296.90
Labor Total: -220.00
Contract Labor: 0.00
Shop Supplies: 0.00
Total Deductible(s): 0.00
Storage Fee: 0.00
Tax/Fee Charges: 0.00
Total Amount: -516.90
Total Received: 0.00
Change Tendered: 0.00

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1824e

INSTRUCTIONS TO VENDOR

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

TO Longhorn Harley
2830 W. I-20
Grand Prairie, TX 75052

SHIP TO

DATE		ACCT #	DEPT.				
10/15/15		100-5-140 246-06	PD				
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT		
ORDERED	RECEIVED						
		10K SERVICE			500	47	
		Clutch			567.	55	
		REAR BRAKES			196.	44	
		SEAT COVER			110	4	
		Front & Rear fives - (pursuit rated)			660	60	
					TOTAL	2,035	08

[Handwritten Signature]

APPROVED BY

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1827

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 Vector Disease Control Int.
1320 Brookwood Dr. Ste H
Little Rock, AR. 72202

SHIP
TO

DATE		ACCT #	DEPT.			
10/21/15		100-5-136-526.00	CD/PW			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE/HR	PER Mile	AMOUNT	
ORDERED	RECEIVED					
		Spraying For Mosquitoes				
		Weeks Sept. 1-5	38.50	17.8	635	30
		August. 13-19	38.50	33.7	1297	45
		Sept 20-26	38.50	17.7	681	45
					TOTAL	2664 - 20

William

APPROVED BY



PUBLIC WORKS MEMO

Date: October 22, 2015
To: Matthew Fielder, City Manager
From: Kyle Sugg, 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, Three Hundred and Five dollars, and Thirty Five cents* (\$2,305.35) to C&M Concrete for pavement replacement where the concrete was removed during an excavation for an emergency water main repair behind the Liquor Depot.

Please find the attached invoice and service report to reflect the requested purchase order amount (\$2,305.35) from Acct No: 200-5-201-354.00.

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

Scott Williams, Public Works Director



C&M Concrete

Chris Bowen
362 Linkview dr
Duncanville TX 75137
bowenchris1@aol.com

Estimate

Number: E1213

Date: October 19, 2015

Bill To:

Scott Williams
City Of Pantego
1614 S Bowen
Pantego, TX 76013

Ship To:

Liquor depo

PO Number	Terms	Project
		parking lot

Description	Quantity	Rate	Amount
7'-6" x 4'-6" x 6" = 34.96 sq' / 3.88 sqy	3.88	70.50	273.54
8'-3" x 5' x 6" = 41.5 sq' / 4.6 sqy	4.60	70.50	324.30
9' x 4' x 6" = 36sq' / 4 sqy	4.00	70.50	282.00
14' x 13' x 6" 182 sq' / 20.22 sqy	20.22	70.50	1,425.51
Total			\$2,305.35

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No.

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 Chris Bowen
362 Linkview Dr.
Duncanville, TX 75137

SHIP TO Town of Pantego
1614 S. Bowen Rd
PANTEGO, TX 76013

DATE		ACCT #	DEPT						
10-22-15		200-5-201-354.00	Public Works						
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT				
ORDERED	RECEIVED								
1	1	Concrete Patch 7'-6" x 4' 6" x 6"	70	50	3.88	273	59		
1	1	concrete Patch 8'-3" x 5' x 6"	70	50	4.60	324	30		
1	1	concrete Patch 9' x 4' x 6"	70	50	4.00	282	00		
1	1	concrete Patch 14' x 13' x 6"	70	50	20.22	1,425	51		
					TOTAL	2,305	35		



APPROVED BY



AGENDA BACKGROUND

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

Date: October 26, 2015

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends the approval of the minutes as presented.

ATTACHMENTS:

Town Council minutes from October 12, 2015

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

Town Council Minutes
October 12, 2015

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 12th day of October 2015 with the following members present:

Melody Paradise	Mayor
Russ Brewster	Mayor Pro-Tem
Fred Adair	Council Member
Don Funderlic	Council Member
Don Surratt	Council Member

Members absent:

Jane Barrett	Council Member
--------------	----------------

Constituting a quorum. The following staff members were present:

Matt Fielder	City Manager
Julie Arrington	City Secretary
Jim Jeffrey	Town Attorney
Ariel Carmona	Finance Director
Dennis Jobe	Community Development Director
Scott Williams	Public Works Director
Tom Griffith	Chief of Public Safety
Barry Reeves	Assistant Police Chief
Robert Coker	Assistant Fire Chief
Thressa Householder	Court Administrator

Also in attendance:

None.

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:35 p.m.

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

1. City Manager Report

Mr. Fielder informed Council on the following information:

Mr. Fielder outlined some goals of Council and staff to accomplish with the new Fiscal Year; such as the Boat and RV ordinance, the Zoning Ordinance, the water and sewer rates, and financial transparency software. There was discussion on these items and Mr. Fielder suggested to have an announcement in the October Newsletter regarding the Boat and RV ordinance; discussions on these topics on the next agenda. Council inquired on evaluations for the City Manager, the City Secretary, the Municipal Judges, and the Prosecutor.

Mr. Fielder informed Council Officer Freddie Alexander, Jr. is retiring effective October 16th and Joe Gillespie and Juan Carlos Rodriquez have turned in their two week notices.

The sewer line on Wagon Wheel has been completed. The water line is mostly complete with some tie-ins left and the water quality reports. The contractor will start on the manhole and the bridge next. Council inquired on a temporary sign advising "No thru traffic allowed" at the corner of Wagon Wheel.

The former Dalworthington Gardens Chief of Public Safety Bill Waybourn has offered to conduct a free Concealed Handgun License Course for Pantego residents. The only cost would be for their ammunition and the gun range fees. There was discussion on the date of the course to allow for advertising..

2. Monthly Staff Reports

The Finance Director answered questions concerning the year to date revenue versus the year to date expenses for the Fiscal Year 2014-2015. There was discussion with Assistant Police Chief Reeves regarding an employment agreement for the new officers that are attending the Police Academy and on the recent burglary spike shown in the monthly report. Assistant Police Chief Reeves stated there is not currently an employment agreement and the burglaries were located at the same address with no security lighting on the property. Council requested notification to be sent to Onkor regarding the street lights that are out around town with Halloween coming up. Council verified there were nine positive West Nile tests this season.

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

Council verified the Flair Events invoice contains only billable hours and not the incentives. Councilmember Surratt requested to pull the Camp Thurman Purchase Order for further discussion. Council clarified other bids were received in regards to the purchase order for the Tahoe and clarified the scope of work and expected results for the Iwerk purchase order.

4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from September 28, 2015

No comments were given.

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.

Mrs. Carmona explained the requested changes to the policy were made and clarified the insurance requirements are very similar to the City of Arlington policy. She advised keeping the larger insurance limitations could result in increased contract costs for the town and recommended raising the purchasing limit for staff from \$1,000 to \$3,000 per purchase.

Councilmember Funderlic explained the staff purchasing limit was discussed during the Finance Committee meetings and thoroughly reviewed. He suggested revisions to include the word approved to outline Council's approval of payments. There was discussion on the statutory payment requirements and how to clarify the language to ensure Council approval. Mr. Jeffrey's suggested the wording to pay in a timely manner to avoid late fees and penalties as required in the statutory provisions. Council requested a change to exhibit four regarding bided contracts to included all owned, leased, and/or rented vehicles. Council inquired on the recently approved contracts with other municipalities and if that will affect this policy due to the insurance requirements not being the same. Mr. Jeffrey's advised the introduction paragraph states this is a general guideline which allows for variances from the policy based on situational needs. He also addressed the need for a qualifier on professional liability outlining professional contracts or directing the reader back to page two and reassured Council it is covered. Mayor Paradise suggested adding "Professional Liability Insurance, if applicable". There was discussion among Council in regards to raising the purchasing limit for staff and the use of the word "guideline" on page two as opposed to the word "policy".

Mayor Paradise adjourned the Work Session at 7:33 p.m.

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

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

Mayor Paradise led the invocation which was immediately followed by the Pledge of Allegiance.

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Surratt welcomed staff and their family to tonight's meeting stating it is always nice to have a full house and appreciates everyone for coming this evening.

Councilmember Funderlic welcomed staff and their family to tonight's meeting stating he appreciates the services of the Town's staff and their family.

Councilmember Adair agrees and appreciates everyone coming out tonight and all the work of staff and the service to the Town by Officer Freddie Alexander, Jr.

Mayor Pro-Tem Brewster welcomed everyone and appreciates everyone for coming out tonight and for the staff and council working together to get things done. First Responders is what the Town is known for, we cannot do it without them, and Pantego is known for having the best around.

Mayor Paradise commented this will be the last council meeting with Officer Freddie Alexander, Jr. as an employee and provided an open invitation to all future council meetings. She asked Assistant Police Chief Reeves to give information on the motorcycle competition and Mr. Fielder to give information on the Concealed Handgun License class.

Assistant Police Chief Reeves announced himself and Officer Meinke will compete in the Spokes for Hopes Motorcycle Competition to be held on October 23-24, 2015 at the Cabella's in Keller on I-35W.

Mr. Fielder informed Council the retired Public Safety Chief Bill Waybourn has offered to conduct a free CHL class for Pantego residents. The date and location is still to be determined.

HONORS

- **Introduction of Dennis Jobe, Community Development Director; Clint Springer and Courtney Guy as Patrol Officers; and Gina Saladino as a Dispatcher.**

Mayor Paradise requested Mr. Fielder, Assistant Police Chief Reeves, Mr. Jobe, Mr. Springer, Ms. Guy, and Ms. Saladino to join her at the front of the Dias. Mr. Fielder introduced Dennis Jobe as the new Community Development Director giving a brief description of his responsibilities and employment history. Assistant Police Chief Reeves introduced the two new police recruits Clint Springer and Courtney Guy and the new dispatcher Gina Saladino. He gave a brief description of each of their employment histories and job responsibilities.

- **Proclamation honoring Freddie Alexander for his service and dedication to the Town of Pantego.**

Mayor Paradise requested all Council members, Thressa Householder, and Officer Freddie Alexander, Jr. to join her at the front of the Dias. Mrs. Householder gave an overview of Officer Alexander's employment history with the Town, his job responsibilities, and his accomplishments. Mayor Paradise presented Officer Alexander, Jr. with a Proclamation and thanked him for his years of dedication and service. Assistant Police Chief Reeves said a few words regarding the time he has worked with Officer Alexander, Jr. and wished him well on his future endeavors. Mrs. Householder

and Assistant Police Chief Reeves presented Officer Alexander Jr. with an engraved wooden gun box containing his service weapon. Public Safety Chief Griffith said a few words regarding the time he has worked with Officer Alexander Jr. and thanked him for his service.

RECEPTION

Mayor Paradise recessed the Council meeting for a brief reception for the above honors at 8:06 p.m. Mayor Paradise reconvened the Council meeting at 8:31 p.m.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Mr. Fielder informed Council the CRB Board discussed the planning of the Halloween event that will be held on October 31st beginning at 5:30 p.m. at Bicentennial Park. On October 27th the Board will meet to pre-stage the setup. They will begin setting up the Haunted House on October 31st at 8:00 a.m.

Pantego Youth Leadership Council

Mayor Paradise announced the next meeting is next Tuesday. The students will campaign and conduct their elections for officers and will identify their key issues.

PEDC REPORT

Councilmember Adair stated there has not been a PEDC meeting since the last Council meeting. The Board will meet this Wednesday and will discuss the marketing and advertising results on PantegoFest. Mayor Paradise requested staff to place pictures of the park with the new turf on Facebook.

CITIZENS OPEN FORUM

None.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Surratt made a motion to pull purchase order number 1818 for Camp Thurman in the amount of \$1,000 for a separate discussion. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

Councilmember Surratt made a motion to approve Consent Agenda items 1, 2, 3, & 4 as discussed during the work session. Councilmember Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

Councilmember Surratt remembered the discussion with Flair Events regarding volunteers from Camp Thurman working the Kid Zone at PantegoFest but does not remember the discussion on the donation amount. Mr. Fielder informed Council this has been done in the past with other groups. Councilmember Surratt read an e-mail sent to him by the Director at Camp Thurman offering to re-invest the donation into

next year's PantegoFest. Mr. Fielder agreed with the Mayor that Flair Events and staff were scrambling to find volunteers and stated they had made the same offer to other groups as well. The agreement was Camp Thurman would run the Kid Zone and provided approximately 36 volunteers to do so. The Susan G. Coleman group provided 15 volunteers and received a smaller donation amount.

Councilmember Adair made a motion to approve purchase order number 1818 a \$1,000 donation to Camp Thurman. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

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

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

Mr. Fielder explained he was contacted by Mr. Sarandis at Peachtree and Wagon Wheel regarding a low spot in front of his house. He explained with the current construction on Wagon Wheel now would be a good time to complete the repairs in front of his home.

Chris Sarandi, 3309 Peachtree Pantego, TX 76013, explained he moved in to the home in 2003 and the low spot was maybe 10 foot long. At this time it has reached 40 foot long by 2-3 inches deep. He presented Council with a picture of the standing water. He explained this was brought to staff's attention in 2013 but was not rectified. He requested Council to have this issue rectified.

There was discussion on the necessary repairs to resolve the issue. Council inquired on the cost of repairs and if the contractor shot grade when he estimated the cost. There was clarification on replacing the valley gutter to repair the issue and the necessity of repairing the curb and gutter. Council clarified the cost of the repairs are available in the street repair budget.

Councilmember Adair made a motion to approve the proposed street repair at Peachtree and Wagon Wheel at 3309 Peachtree in the amount not to exceed \$12,743.48. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

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.

Mayor Paradise recapped the discussion on this item during the work session. Mr. Jeffrey's advised Council to leave the word guideline on page two to allow flexibility for unforeseen incidents that may not exactly fit the policy. There was discussion on the insurance requirement minimums, especially with the professional policy; the possibility of a per project insurance coverage requirement; and adding to section 4 a reference back to the Professional section. Mr. Jeffrey's explained the state law has a cap on a per claim basis regarding liability claims and a per occurrence cap. However, there is

not a cap on civil rights lawsuits. Council requested a clean version and insurance information for the current town professional contracts for the next meeting.

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.

Council revisited their discussion on policy versus guidelines. Mayor explained the use of guideline allows for unforeseen circumstances and gives staff the flexibility to address the issue. If it is removed the policy must be more strictly followed. Council requested this policy to also reflect the changes made to the Procurement Policy.

Mayor Paradise recessed the regularly meeting for the executive session at 9:38 p.m.
Mayor Paradise reconvened the regular session at 10:31 p.m.

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
 1. Pursuant to Government Code Section 551.071 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.

Mayor Paradise announced there was no action on the Executive Session item.

COUNCIL INQUIRY

Mayor Pro-Tem Brewster inquired on the repair or replacement of street signs. Mr. Williams informed him this item was included in this year's budget and will be addressed.

Mayor Paradise inquired on replacing the big intersection street signs with ones that light up red.

Councilmember Funderlic inquired on several items: Mr. Jobe's comments on the new Zoning Ordinance; purchasing mosquito spraying equipment and certification of personnel; an update on the groundwater district; the study on Rush Creek with Arlington; and assessment of the streets. Mr. Fielder informed Council the City of Arlington has a project that they are asking for funding help from the Town of Pantego. More information on this will be provided in the near future.

Mayor Paradise inquired if the Ms. Arrington passed her test. She announced she has passed her test and this was the fourth test in the series and has now completed and achieved her Texas Municipal Clerk Certification with an actual graduation ceremony in January.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 10:41 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary



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 26, 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 27th 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.

The item was again considered at the October 12th Town Council meeting, including the revising of the purchasing limit to \$2,000. Also, the term “guide” was left in, as specific direction was not provided. The requirement that only “approved” invoices would be paid in thirty days was added. Staff did research the insurance held by consultants. Engineers hold between \$1,000,000 and \$2,000,000 per claim in professional liability insurance. Our auditor holds \$500,000.

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 \$2,000 (instead of \$1,000) will continue to require a purchase order that may be approved by the City Manager. Purchases greater

than \$2,000 (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 26th day of October 2016, 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 \$2,000. Purchases over \$2,000 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/cmblhum.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 15th 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 14th 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 15th 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 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 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 executed in accordance with Government Code Chapter 2253 and Local Government Code Section 252.044, 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 \$2,000 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 will be approved and paid in a timely manner in order to avoid late penalties and meet statutory provisions.
- 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 TOWN OF PANTEGO	
Address (Street & number, P.O. Box or Route number) 1614 SOUTH BOWEN ROAD	Phone (Area code and number) 817-274-1381
City, State, ZIP code PANTEGO, TEXAS 76013	

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 City Manager	Date 1-27-14

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

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

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	7

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. 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

MINIMUM 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. Coverage should be provided for any auto, or hired and non-owned vehicles.
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:** For professional services, Section 9.6 Professional Services Contracts of this document - 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

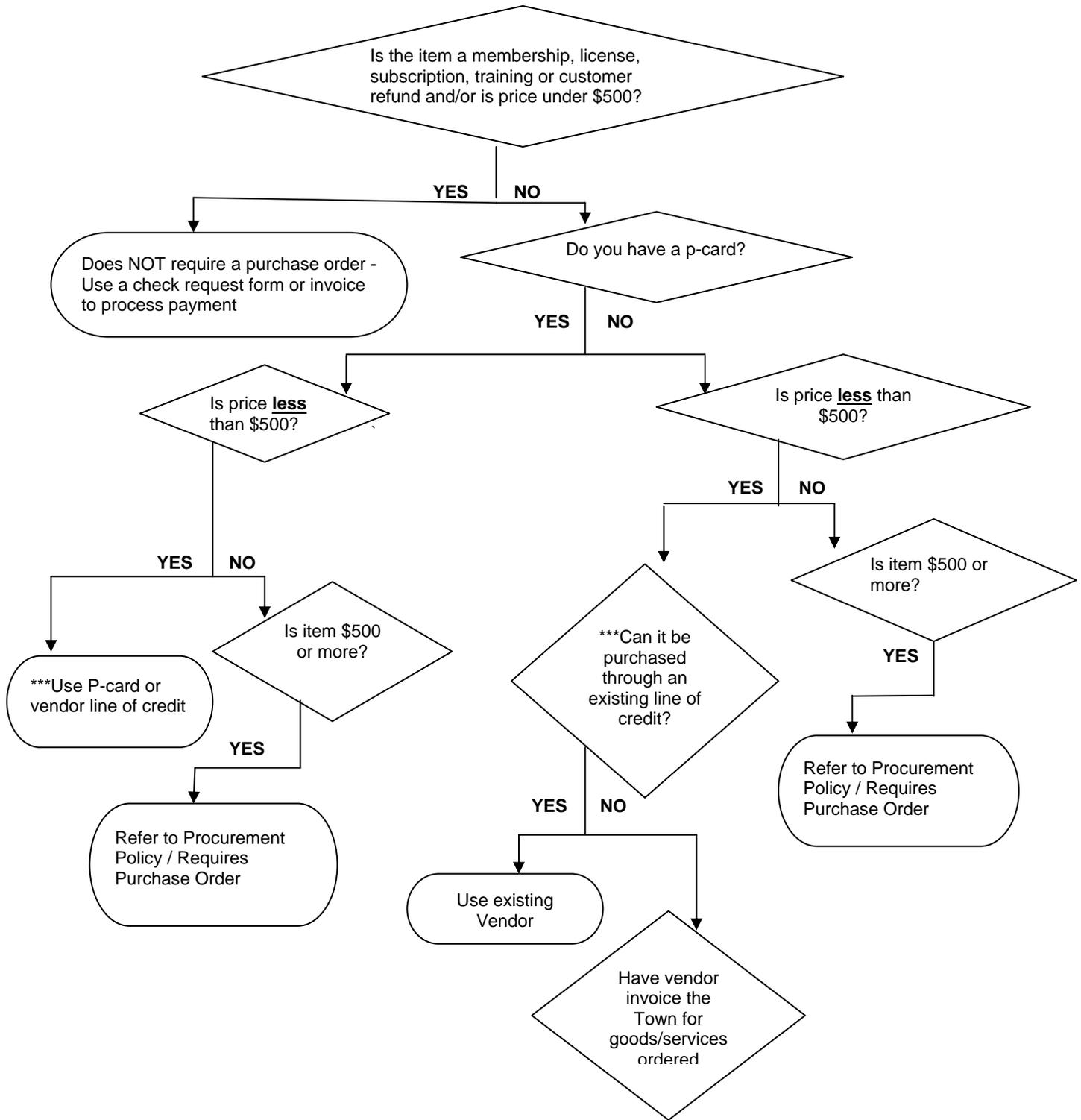
Dollar Amount	Petty Cash	P-Card or Check Request	Purchase Order Required	QUOTES			***Request for Bid ("RFB")	***Request for Proposal ("RFP")	Competitive Sealed Bid/ Proposal	Department Head Approval	City Manager Approval	Town Council Approval
				***Two (2) Informal Quotes	***Three (3) Written Quotes	***Request for Formal Quotations						
\$0.01												
\$100												
\$100												
\$499.99												
\$500												
\$2,000.00												
\$2,000.01												
\$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**

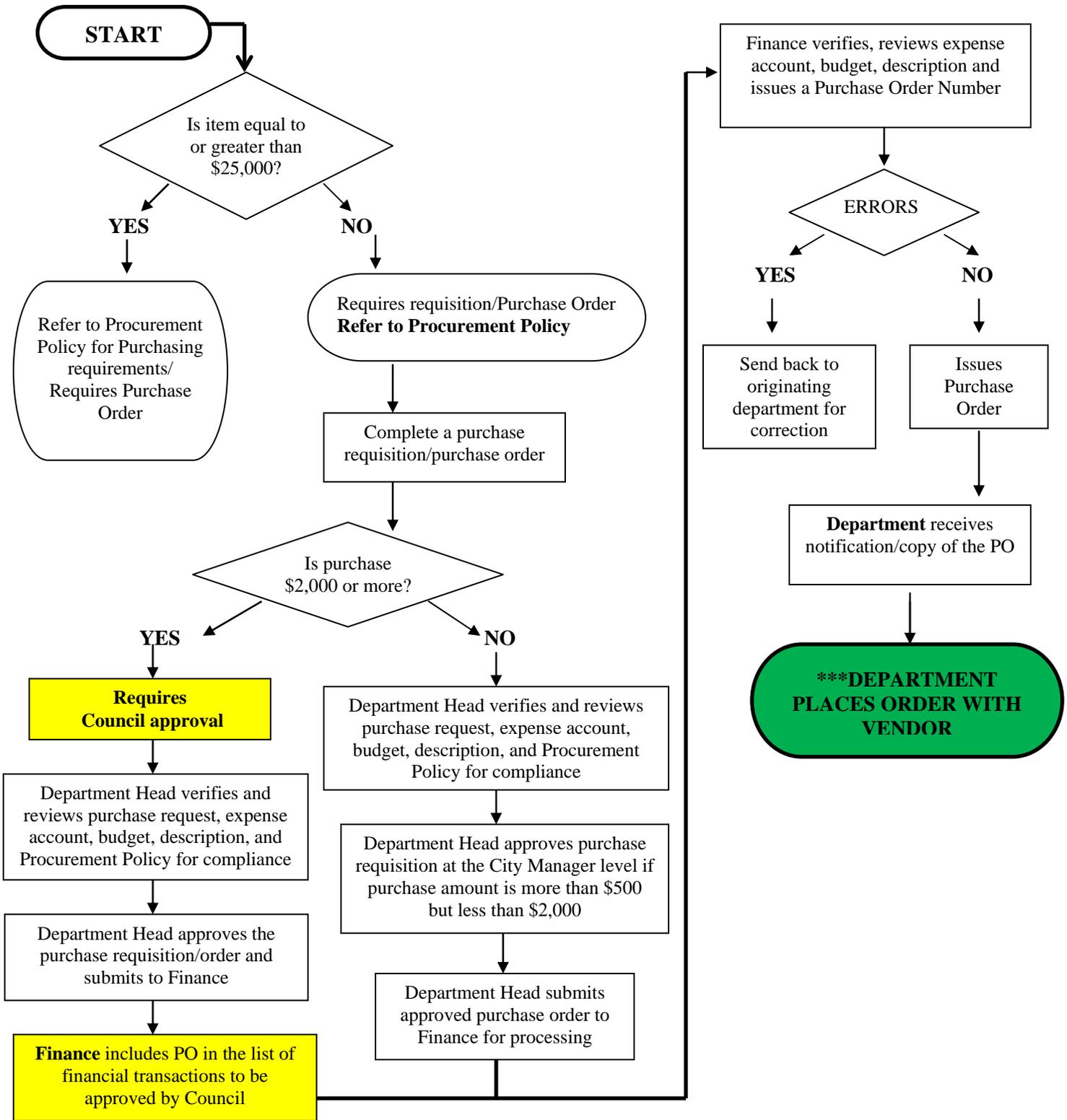


*****Use vendor open line of credit accounts when already established. These accounts include Office Depot, Westlake ACE Hardware Store, Home Depot, Staples, Bass Printing, etc. The Town receives better pricing when using these accounts and we are directly billed for the goods ordered.**

**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 7th 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 7th 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 26, 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 27th and October 12th Town Council meetings 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 26th 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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	4.2 Purchases Allowed with the Procurement Card	
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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 19th 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 intend 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

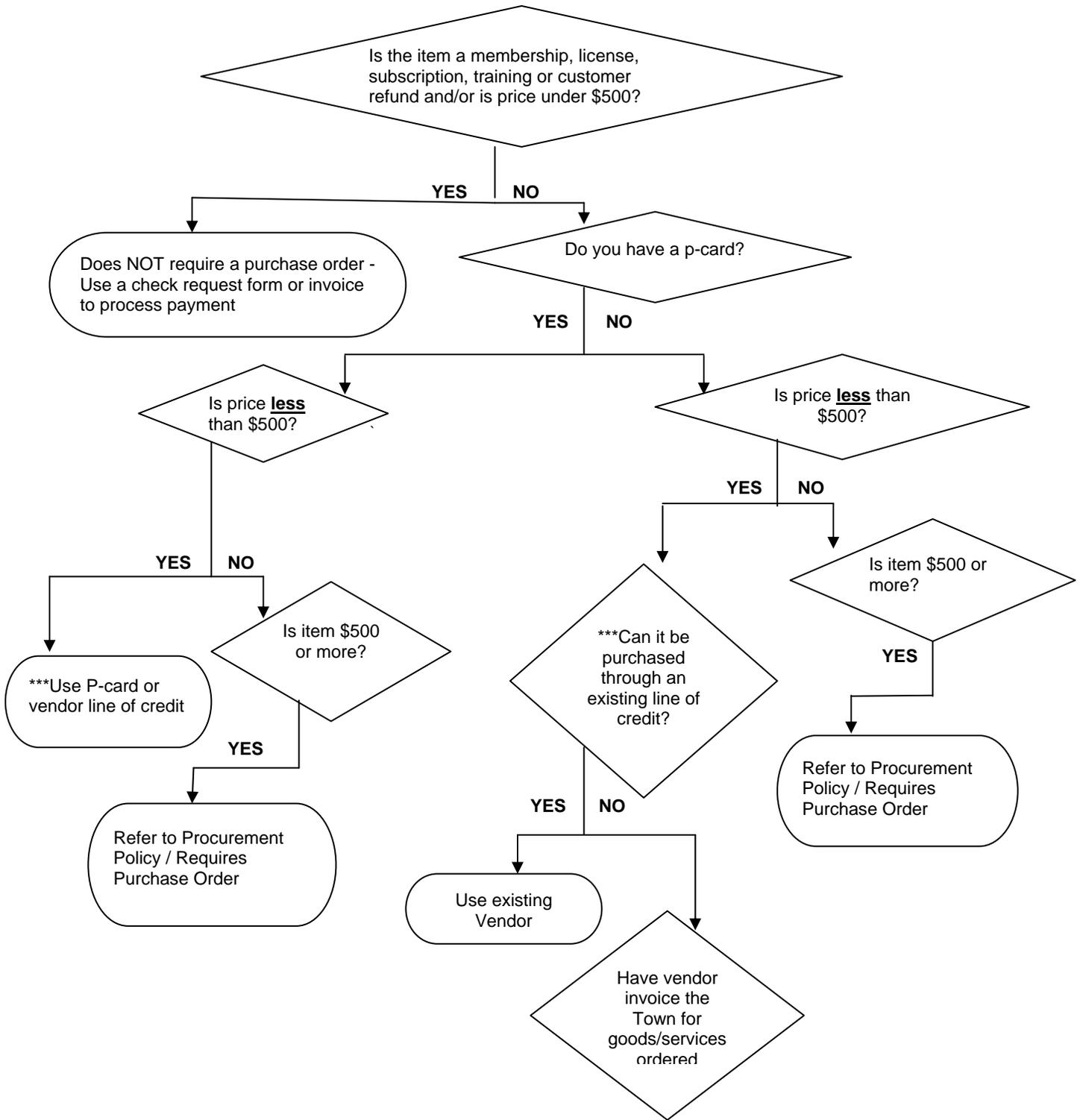
Dollar Amount	Petty Cash	P-Card or Check Request	Purchase Order Required	QUOTES			***Request for Bid ("RFB")	***Request for Proposal ("RFP")	Competitive Sealed Bid/ Proposal	Department Head Approval	City Manager Approval	Town Council Approval
				***Two (2) Informal Quotes	***Three (3) Written Quotes	***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:

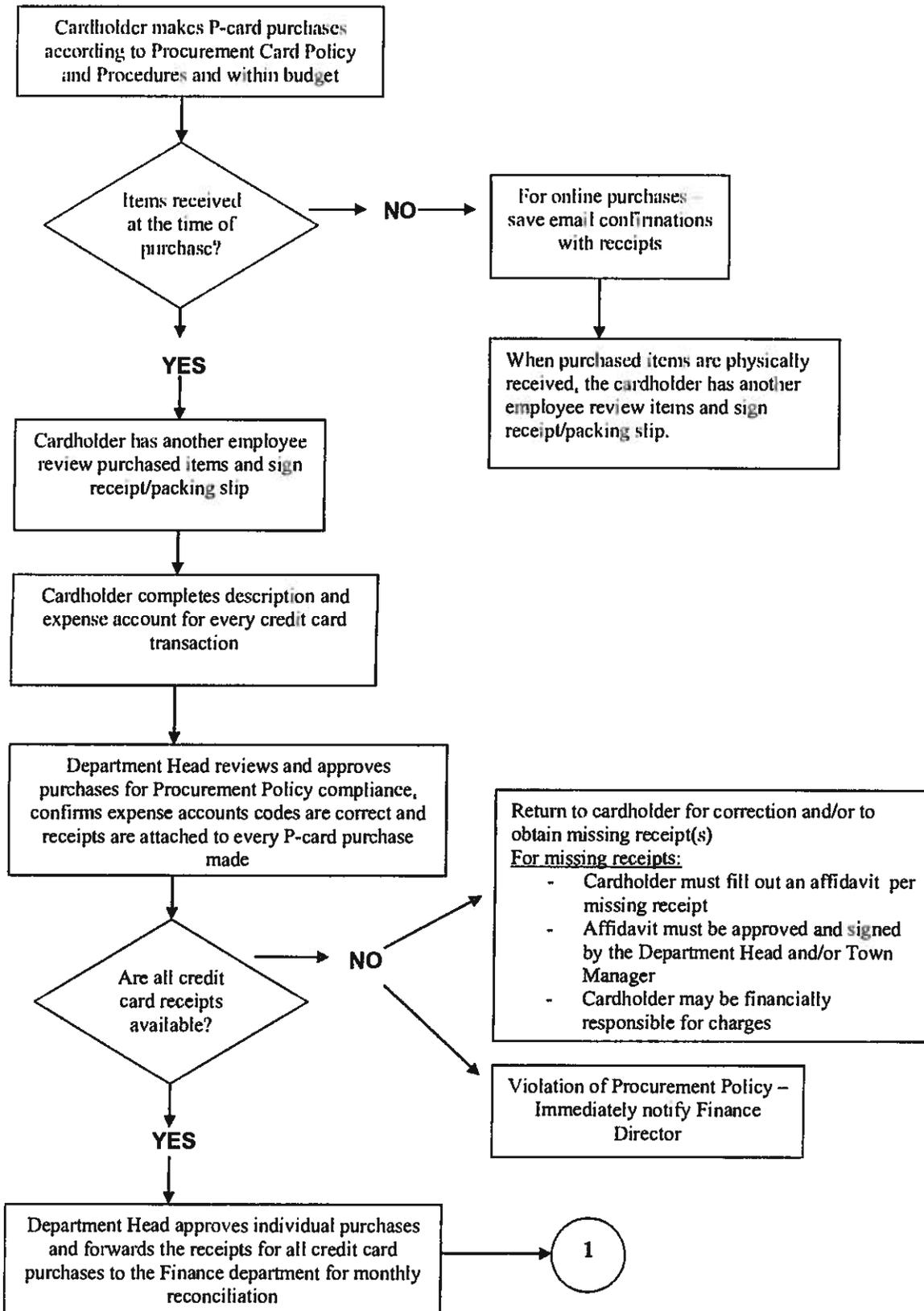
Personal or professional services are exempted from the competitive bidding process and are procured through the use of a Request for Qualification (RFQ) process regardless of amount.

**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)

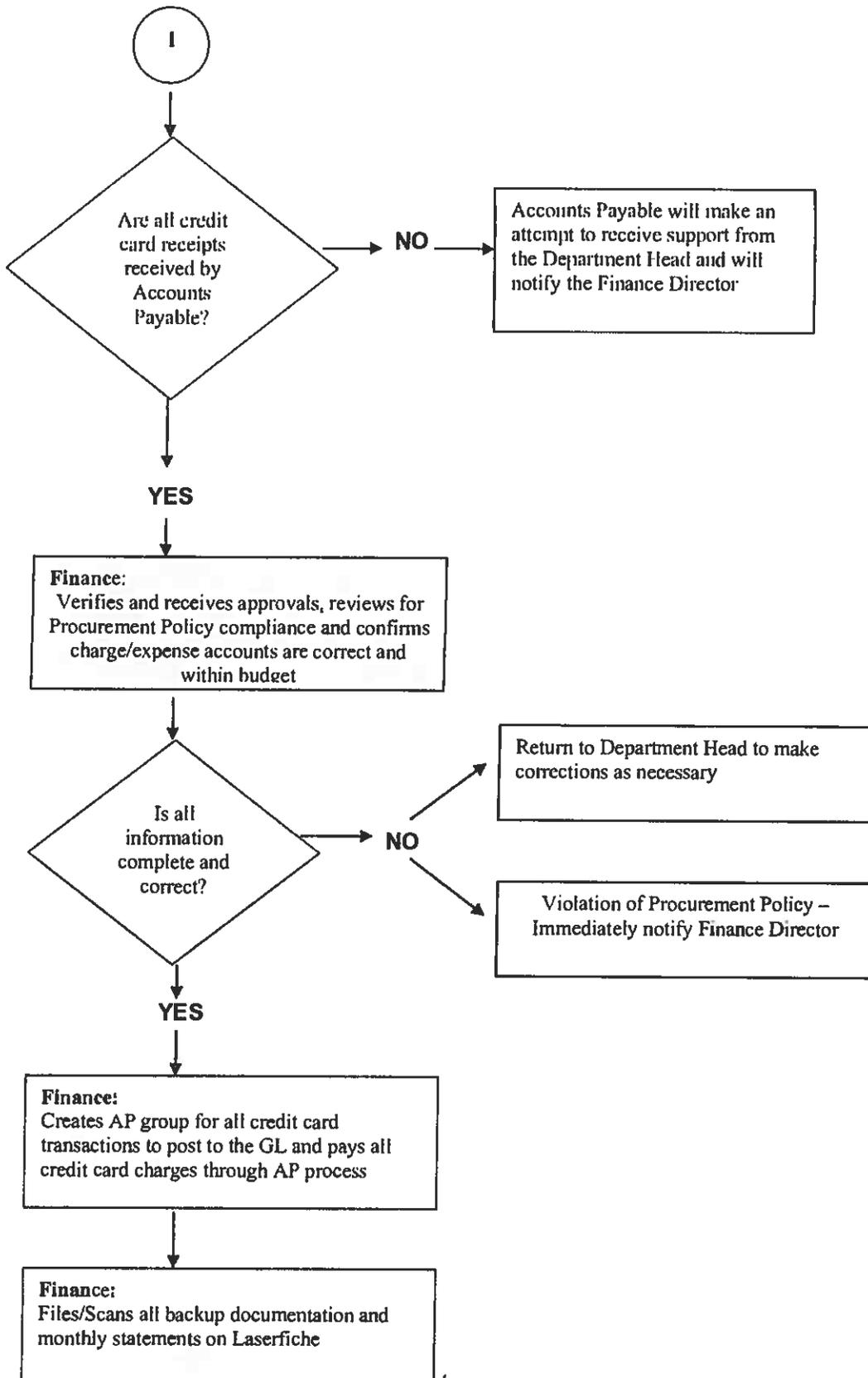


EXHIBIT 8

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

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

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 City Manager	Date 1-27-14
-------------	--	------------------------------	------------------------

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
	-	-		
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Meals:	-	-	-	-

**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
Total Other Expenses:		-

TRIP RECONCILIATION

Total Meals: \$ _____ -

Total Lodging/
Registration/
Transportation: \$ _____ -

Total Other
Expenses: _____

Grand Total: \$ _____ -

Submitted by: _____ Date _____

Approved by: _____ Date _____

Supervisor

Department Manager

Finance

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 water and sewer fund status and rates.

DATE: October 26, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

In order to begin reviewing water rates, it is necessary to establish assumptions pertaining to the level of service (maintenance) desired. Staff has prepared a five year Capital Improvement Program across all infrastructure areas and is seeking to confirm its validity in preparation for making recommendations on rate changes.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff is seeking guidance on assumptions to use in reviewing water rates.

ATTACHMENTS:

Water/Sewer Fund Projections
Capital Improvement Program

TOWN OF PANTEGO
Statement of Revenues and Expenses
3-YR REVENUE AND EXPENSE PROJECTIONS
WATER & SEWER FUND

DESCRIPTION	ACTUAL				2014-2015 YEAR-END ESTIMATE	3-YR PROJECTION		
	2011-2012	2012-2013	2013-2014	YR 1		YR 2	YR 3	
	ACTUAL	ACTUAL	ACTUAL	2015-2016 BUDGET		2016-2017 PROJECTED	2017-2018 PROJECTED	
BEGINNING								
UNRESTRICTED NET POSITION	\$ 1,293,767	\$ 1,353,752	\$ 1,726,509	\$ 1,378,376	\$ 926,222	\$ 730,785	\$ 638,167	
W/S OPERATING REVENUE								
Sale of Water	\$ 506,186	\$ 496,323	\$ 463,881	\$ 470,000	\$ 480,000	\$ 500,000	\$ 500,000	
Water Tap Fees	-	-	-	300	300	300	300	
Sewer Service Charge Fee	361,644	359,548	360,099	355,000	360,000	370,000	380,000	
Sewer Tap Fees	-	-	-	250	250	250	250	
Groundwater Conservation Fee	-	-	-	-	44,885	44,885	44,885	
Trash Collections	89,822	89,704	91,438	90,000	90,000	90,000	90,000	
Sales Tax on Trash Collections	7,437	7,426	7,525	7,425	7,425	7,425	7,425	
Recycling	25,630	26,433	25,084	25,500	25,500	25,500	25,500	
Sales Tax on Recycling	2,028	2,064	1,934	2,104	2,104	2,104	2,104	
Late Payment Charges	17,464	15,350	20,545	15,000	15,000	15,000	15,000	
Processing / Turn On Fees	(1,464)	(2,338)	(3,247)	3,000	1,000	1,000	1,000	
Interest Revenue	646	827	622	750	650	650	650	
NSF Check Fees	390	247	240	400	300	300	300	
Admin Service Charges	8,800	8,560	7,336	5,000	7,000	7,000	7,000	
Trash Contract Expense	(89,822)	(89,704)	(91,438)	(90,000)	(90,000)	(90,000)	(90,000)	
Sales Tax on Trash Collections Exp	(7,437)	(7,426)	(7,525)	(7,425)	(7,425)	(7,425)	(7,425)	
Recycling Contract Expense	(25,630)	(26,433)	(25,084)	(25,500)	(25,500)	(25,500)	(25,500)	
Sales Tax On Recycling Expense	(2,028)	(2,064)	(1,934)	(2,104)	(2,104)	(2,104)	(2,104)	
Other Revenue	25,473	27,279	28,885	25,000	28,000	28,000	28,000	
TOTAL W/S OPERATING REVENUE	\$ 919,139	\$ 905,796	\$ 878,361	\$ 874,700	\$ 937,385	\$ 967,385	\$ 977,385	
WATER INFRASTRUCTURE REVENUE								
Infrastructure Fees	\$ 232,566	\$ 313,667	\$ 300,113	\$ 300,000	\$ 300,000	\$ 330,000	\$ 330,000	
TOTAL INFRASTRUCTURE REVENUE	\$ 232,566	\$ 313,667	\$ 300,113	\$ 300,000	\$ 300,000	\$ 330,000	\$ 330,000	
TOTAL REVENUES	\$ 1,151,705	\$ 1,219,463	\$ 1,178,474	\$ 1,174,700	\$ 1,237,385	\$ 1,297,385	\$ 1,307,385	
OTHER SOURCES								
<u>W/S Operating Transfers In:</u>								
Water Construction Fund	\$ 357,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Transfers In to W/S Operating	\$ 357,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<u>Sewer Construction Transfers In:</u>								
W/S Operating Fund	\$ 79,992	\$ 73,326	\$ 79,992	\$ 243,366	\$ -	\$ -	\$ 231,650	
General Fund	-	-	-	-	-	-	-	
Total transfers In to W/S Construction	\$ 79,992	\$ 73,326	\$ 79,992	\$ 243,366	\$ -	\$ -	\$ 231,650	
TOTAL REVENUE & OTHER SOURCES	\$ 1,588,949	\$ 1,292,789	\$ 1,258,466	\$ 1,418,066	\$ 1,237,385	\$ 1,297,385	\$ 1,539,035	
W/S OPERATING EXPENSES								
Contractual Agreements	\$ 253,459	\$ 320,139	\$ 399,238	\$ 377,399	\$ 381,141	\$ 388,764	\$ 396,539	
Supplies and Maintenance	63,328	61,958	73,204	75,995	104,085	106,167	108,290	
Utilities and Gasoline	136,654	132,555	149,529	155,800	151,245	154,270	157,355	
Training, Dues and Misc	4,845	2,906	3,052	8,038	8,170	8,333	8,500	
Capital	-	-	-	80,221	51,300	-	-	
TOTAL W/S OPERATING EXPENSES	\$ 458,286	\$ 517,558	\$ 625,022	\$ 697,453	\$ 695,941	\$ 657,534	\$ 670,684	
SEWER CONSTRUCTION EXPENSES								
Projects / Repair / Maintenance	\$ 5,036	\$ 58,548	\$ 36,145	\$ 170,591	\$ 168,000	\$ -	\$ 235,200	
TOTAL CONSTRUCTION EXPENSES	\$ 5,036	\$ 58,548	\$ 36,145	\$ 170,591	\$ 168,000	\$ -	\$ 235,200	
WATER INFRASTRUCTURE EXPENSES								
InfrastructureProjects	\$ -	\$ -	\$ -	\$ 340,550	\$ 226,999	\$ 383,749	\$ 119,999	
TOTAL INFRASTRUCTURE EXPENSES	\$ -	\$ -	\$ -	\$ 340,550	\$ 226,999	\$ 383,749	\$ 119,999	
TOTAL EXPENSES	\$ 463,322	\$ 576,106	\$ 661,167	\$ 1,208,595	\$ 1,090,940	\$ 1,041,283	\$ 1,025,883	
OTHER USES								
<u>W/S Operating Transfers Out:</u>								
General Fund (labor cost)	\$ 270,262	\$ 270,602	\$ 268,176	\$ 318,260	\$ 341,882	\$ 348,720	\$ 355,694	
Park Row Project	-	-	57,000	-	-	-	-	
Sewer Construction Fund	79,992	73,324	80,000	243,366	-	-	235,200	
Total Transfers Out from W/S Operating	\$ 350,254	\$ 343,926	\$ 405,176	\$ 561,626	\$ 341,882	\$ 348,720	\$ 590,894	
<u>Sewer Construction Transfers Out:</u>								
W/S Operating Fund	\$ 350,044	\$ -	\$ 40,255	\$ -	\$ -	\$ -	\$ -	
Total Transfers Out from W/S Construction	\$ 350,044	\$ -	\$ 40,255	\$ -	\$ -	\$ -	\$ -	
<u>Infrastructure Transfers Out:</u>								
Park Row Project	\$ -	\$ -	\$ 500,000	\$ 100,000	\$ -	\$ -	\$ -	
Total Transfers Out from Infrastructure	\$ -	\$ -	\$ 500,000	\$ 100,000	\$ -	\$ -	\$ -	
TOTAL EXPENSES & OTHER USES	\$ 1,163,620	\$ 920,032	\$ 1,606,598	\$ 1,870,220	\$ 1,432,822	\$ 1,390,002	\$ 1,616,778	
CHANGE IN UNRESTRICTED NET POSITION	\$ 425,329	\$ 372,757	\$ (348,133)	\$ (452,154)	\$ (195,437)	\$ (92,617)	\$ (77,743)	

TOWN OF PANTEGO
Statement of Revenues and Expenses
3-YR REVENUE AND EXPENSE PROJECTIONS
WATER & SEWER FUND (Continued)

DESCRIPTION	ACTUAL				2014-2015 YEAR-END ESTIMATE	3-YR PROJECTION		
	2011-2012	2012-2013	2013-2014	YR 1		YR 2	YR 3	
	ACTUAL	ACTUAL	ACTUAL	2015-2016 BUDGET		2016-2017 PROJECTED	2017-2018 PROJECTED	
ENDING UNRESTRICTED NET POSITION	\$ 1,719,096	\$ 1,726,509	\$ 1,378,376	\$ 926,222	\$ 730,785	\$ 638,167	\$ 560,425	
UNRESTRICTED NET POSITION								
Reserved for Water Infrastructure	\$ 232,566	\$ 546,233	\$ 346,346	\$ 205,796	\$ 278,797	\$ 225,048	\$ 435,049	
Reserved for Sewer Construction	80,405	95,184	98,775	171,550	3,550	3,550	-	
Reserved for Operations:								
Target Level Operating Reserves	240,421	260,093	294,755	308,712	325,553	332,064	338,705	
Excess / (Deficit) Target Operating Reserves	1,165,704	824,999	638,500	240,164	122,885	77,505	(213,329)	
TOTAL UNRESTRICTED NET POSITION	\$ 1,719,096	\$ 1,726,509	\$ 1,378,376	\$ 926,222	\$ 730,785	\$ 638,167	\$ 560,425	



CAPITAL IMPROVEMENT PLAN

CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan (CIP) represents the Town's plan for development that describes the capital projects and associated funding sources the Town intends to undertake in the current year plus five additional future years. The Capital Improvement Plan is to be reviewed each year to reflect changing priorities and to provide a framework for identifying capital requirements, the impact of capital projects on operating budgets, and scheduling and coordination of related projects. Capital project funds are created to account for proceeds from the sale of general obligations bonds, certificates of obligation, tax or revenue notes, or operating funds set aside or reserved for such projects to be used for the costs associated with the acquisition or construction of major capital improvements.

To create a sustainable capital improvement plan, participants in the planning process consider all capital needs as a whole, assess fiscal capacity, plan for debt issuance, and understand the impact on reserves and operating budgets, all within a given planning timeframe and consistent with overall organizational goals and objectives.

The Capital Improvement Plan is prepared based on the following criteria:

1. Public safety, health and quality of life;
2. Service demands;
3. Legal requirements, liability and mandates;
4. Quality and reliability of current service level;
5. Economic growth and development;
6. Funding ability; and
7. Operating budgets.

The five year Capital Improvement Plan shown on the next pages illustrates by fund and function the estimated costs for equipment purchases and/or improvement projects. For Fiscal Year 2015-2016, vehicle and equipment purchases for the Police Department are fully funded by the General Fund by way of transfer out to the Capital Project/Equipment Replacement Fund.

Operation and Maintenance Costs

Annually, the projected costs of operations and maintenance associated with capital projects anticipated to be completed and coming on line are estimated and included in the respective fund's operating budget. Any associated tax rate impact and/or estimated user fee analysis is considered during each fiscal year's proposed budget. The Town Council discusses and debates funding options during budget deliberations. When applicable, costs associated with on-going operations are also provided in accordance to the cost to contract maintenance services.

Projects in Progress and Currently Funded

Description	Type of Project	Funding Sources	Spent to Date	Remaining Cost	Total Projected Cost
<p><u>Wagon Wheel Overlay</u></p> <p>Street overlay project for a collector type roadway that connects between the arterial roadways - Smith Barry and W. Park Row.</p> <p>The project consists of milling down the asphalt surface to a 2" by 28' wide the 3500' length and 2" asphalt overlay to surface the area that was milled.</p> <p>Additionally, the Wagon Wheel overlay project is scheduled to follow the replacement of approximately 1400' of waterline, wastewater collection pipe and a bridge rehabilitation which is under section of the Wagon Wheel roadway, adding the need for resurfacing with an overlay</p>	Streets	Street Improvement- Sales tax revenue	\$ -	\$ 160,000	\$ 160,000
<p><u>S. Bowen Rd - Pavement Marking</u></p> <p>This project consists of restriping and marking the center lane divider (double yellow) and hash divider striping (white) for the travel lanes. The project is approximately 3500 LF, between Park Row and W. Pioneer Parkway.</p>	Streets	Street Improvement- Sales tax revenue	\$ -	\$ 36,000	\$ 36,000
<p><u>Park Row Project (Waterline Replacement/Upgrade)</u></p> <p>This project will replace an aged and undersized 8" water main, increasing the size to 10". The new water main will connect to an existing 10" at the intersection of S. Bowen and Park Row, replacing 2500 LF between S. Bowen an to the eastern boundary of the Town limits. The project specifies the replacement of all connecting fire hydrants and the addition of control valves. The project will also include two 6" crossover waterlines, connecting the new waterline with an existing 6" parallel waterline on the north side of Park Row.</p>	Street / Water	Water & Sewer Fees, Water Infrastructure Fees, Street Improvement - Sales tax revenue, Tarrant County - Grant	\$ 637,011	\$ 1,129,989	\$ 1,767,000
<p><u>Investigation of Lane Well</u></p> <p>The Lane Water Well has experienced major submerged pump failures for three consecutive years, each time requiring the replacement of the pump at a substantial cost and down time to the main water well. After the last failure in June 2014, the Town sought the professional services of an engineering firm to provide a comprehensive investigation report which would outline the corrective measures necessary to prevent future failures. In addition to the report, the Town also took the corrective actions outlined in the report: addition of a sine water filter, and specified electrical grounding.</p>	Water	Water Infrastructure Fees	\$ 25,634	Completed	\$ -

Projects in Progress and Currently Funded

Description	Type of Project	Funding Sources	Spent to Date	Remaining Cost	Total Projected Cost
<p><u>Wagon Wheel Water Line Replacement</u> Replacement of approximately 1400' of waterline, wastewater collection pipe followed by the need for resurfacing with a street overlay.</p>	Water	Water Infrastructure Fees	\$ 15,451	\$ 126,099	\$ 141,550
<p><u>Wagon Wheel Sewer Line Replacement</u> Replacement of approximately 1400' of waterline, wastewater collection pipe followed by the need for resurfacing with a street overlay.</p>	Sewer	Sewer Service Charge Fees	\$ 14,951	\$ 107,250	\$ 92,299
<p><u>Well Maintenance Program</u> This is an approved year-to-year on-going program. Maintenance of six (6) water wells located at various points for water distribution.</p>	Water	Water Infrastructure Fees	\$ 9,282	Ongoing	\$ 9,282
<p><u>Pioneer Parkway Water Line West Crossover</u> This project consists of installing 8" waterline crossover connecting separate water distribution points. The separate water distribution system (without a crossover) isolates the ground storage tanks and pump station if there was a critical failure. The crossover project will provide a secondary supply by connecting two independent distribution points.</p>	Water	Water Infrastructure Fees	\$ 10,163	\$ 119,000	\$ 108,838
<p><u>Well Monitoring Program</u> The Town maintains (6) water wells located at various points for water distribution. The State of Texas regulatory agency TCEQ, and the Northern Trinity Groundwater Conservation District require regulatory reporting for certain parameters with the wells operations. This project consists of a geotechnical engineering firm taking the samples and measurements; providing the regulatory data. This project also provides indicator data for when a well will need to be rehabilitated. This is an approved year-to-year on-going program.</p>	Water	Water Infrastructure Fees	\$ -	Ongoing	\$ 10,000

FY 2015-2016 Funded Projects and Future (Unfunded) Projects

Description	Type of Project	Projected Start Date	Funding Sources	Estimated Cost
Sarah Dr. and Melbourne Dr. - Phase I Engineering and design for drainage improvements.	Drainage	FY 2016	Street Improvement Sales Tax	\$ 20,000
Garner Blvd and Smith Barry - Engineering Engineering and design for drainage improvements.	Drainage	FY 2016	Street Improvement Sales Tax	\$ 17,000
General Asphalt Pavement Repairs - Repair and maintenance of existing pavement infrastructure.	Streets	FY 2016	Street Improvement Sales Tax	\$ 50,000
Valves, Hydrants and Hydrant Extensions - Repair and replacement of valves and hydrants.	Water	FY 2016	Water Infrastructure Fee	\$ 49,999
303 Pump Station - Install and replacement (2) bypass valves for the water lines supplying the distribution system from the booster station.	Water	FY 2016	Water Infrastructure Fee	\$ 35,000
Water Main 1900 Blk W. Pioneer Parkway (North Side) Phase I - Replace 411' of existing 6" water line, connected valves and hydrants with 8" C900 PVC, extend the line an additional 125'.	Water	FY 2016	Water Infrastructure Fee	\$ 72,000
Emergency Interconnect Phase I - Engineering water modeling and design for an emergency interconnect with the City of Arlington.	Water	FY 2016	Water Infrastructure Fee	\$ 50,000
Sewer Main at 2900 Blk Smith Barry to 1800 Blk of Nora Replace approx 1900' of 8" clay sewer line with 12" SDR26	Sewer	FY 2016	Sewer Service Charge Fees	\$ 168,000
Adopted FY 2016 Total				\$ 461,999
Smith Barry - Pioneer to Bridge @ Park 2" Mill and overaly approx 1075'	Streets	FY 2017	Street Improvement Sales Tax	\$ 90,000
Robin Rd - 2" Mill and overlay approx 1112"	Streets	FY 2017	Street Improvement Sales Tax	\$ 92,700
General Asphalt Pavement Repairs - Repair and maintenance of existing pavement infrastructure.	Streets	FY 2017	Street Improvement Sales Tax	\$ 50,000
General Concrete Pavement Repairs - To be determined through assessment management plan.	Streets	FY 2017	Street Improvement Sales Tax	\$ 25,000
Valves, Hydrants and Hydrant Extensions - Repair and replacement of valves and hydrants.	Water	FY 2017	Water Infrastructure Fee	\$ 49,999
Water Main 1900 Blk W. Pioneer Parkway (Crossover and South Side) Phase II - 8" water line crossover connecting 500' of parallel end-lines and replacing 750' of 6" AC and castiron water line connected valves and hydrants with 8" C900 PVC.	Water	FY 2017	Water Infrastructure Fee	\$ 183,750

Future (Unfunded) Projects (continued)

Description	Type of Project	Projected Start Date	Funding Sources	Estimated Cost
Emergency Interconnect Phase II - Construction phase for an emergency interconnect with the City of Arlington	Water	FY 2017	Water Infrastructure Fee	\$ 150,000
Water Meter Replacement Program	Water	FY 2017	Water Infrastructure Fee	TBD
Proposed FY 2017 Total				\$ 150,000
Dickerson Dr - 2" Mill and overlay approx 1573'	Streets	FY 2018	Street Improvement Sales tax	\$ 141,600
Smith Barry and Nora Dr - Striping and Buttons	Streets	FY 2018	Street Improvement Sales tax	\$ 50,000
General Asphalt Pavement Repairs - Repair and maintenance of existing pavement infrastructure.	Streets	FY 2018	Street Improvement Sales tax	\$ 50,000
General Concrete Pavement Repairs - To be determined through assessment management plan.	Streets	FY 2018	Street Improvement Sales tax	\$ 25,000
Valves, Hydrants and Hydrant Extensions - Repair and replacement of valves and hydrants.	Water	FY 2018	Water Infrastructure Fee	\$ 49,999
Water Meter Replacement Program	Water	FY 2018	Water Infrastructure Fee	TBD
Elevated Water Storage Tank - Mixer - Engineering, bid and installation for virtual elimination of thermal stratification, stagnation and short-circuiting to improve disinfection and water quality.	Water	FY 2018	Water Infrastructure Fee	\$ 70,000
Sewer Main at Bowen to East in Oncor ROW - Design, bid construction to replace approx 3500' of 6" clay sewer main line with SDR 26 or HDP.	Sewer	FY 2018	Sewer Service Charge Fees	\$ 235,200
Proposed FY 2018 Total				\$ 621,799
Mistletoe Lane from Park Row - Full reconstruction for asphalt surface approx 1005'	Streets	FY 2019	Street Improvement Sales tax	\$ 130,000
General Asphalt Pavement Repairs - Repair and maintenance of existing pavement infrastructure.	Streets	FY 2019	Street Improvement Sales tax	\$ 50,000
General Concrete Pavement Repairs - To be determined through assessment management plan.	Streets	FY 2019	Street Improvement Sales tax	\$ 25,000

Future (Unfunded) Projects (continued)

Description	Type of Project	Projected Start Date	Funding Sources	Estimated Cost
Asphalt Streets Mill and Overlay - To be determined through assessment management plan.	Streets	FY 2019	Street Improvement Sales tax	\$ 100,000
Valves, Hydrants and Hydrant Extensions - Repair and replacement of valves and hydrants.	Water	FY 2019	Water Infrastructure Fee	\$ 49,999
Water Meter Replacement Program	Water	FY 2019	Water Infrastructure Fee	TBD
303 Ground Storage Tanks - Engineering, bid, installation: Pax mixing system in the elevated water storage tank for virtual elimination of thermal stratification and short-circuiting to improve disinfection and water quality.	Water	FY 2019	Water Infrastructure Fee	\$ 98,000
Water Main Phase I - Pioneer and Smith Barry - Design, bid construction for Bowen Rd. WL Replacement - replace 1500' of 6" AC with 8" C900, replace connected valves and hydrants.	Water	FY 2019	Water Infrastructure Fee	\$ 276,700
Proposed FY 2019 Total				\$ 729,699
General Asphalt Pavement Repairs - Repair and maintenance of existing pavement infrastructure.	Streets	FY 2020	Street Improvement Sales tax	\$ 50,000
General Concrete Pavement Repairs - To be determined through assessment management plan.	Streets	FY 2020	Street Improvement Sales tax	\$ 25,000
Asphalt Streets Mill and Overlay - To be determined through assessment management plan.	Streets	FY 2020	Street Improvement Sales tax	\$ 200,000
Valves, Hydrants and Hydrant Extensions - Repair and replacement of valves and hydrants.	Water	FY 2020	Water Infrastructure Fee	\$ 49,999
Water Meter Replacement Program	Water	FY 2020	Water Infrastructure Fee	TBD
Water Main Phase II - Smith Barry to Winewood - Design, bid construction to replace 1350' of 6" AC with 8" C900, replace connected valves and hydrants.	Water	FY 2020	Water Infrastructure Fee	\$ 254,225
Proposed FY 2020 Total				\$ 579,224

Fiscal Year 2015-2016 Funded Capital Purchases

DEPARTMENT	FY 2015-2016 PURCHASES	General Fund	Court Technology Fund	Water/Sewer Operating Fund	Total CAPITAL PURCHASES
General and Administrative	Incode Purchasing Application	\$ 7,825			\$ 7,825
	IT upgrades - Malwarebytes Anti-Malware	2,527			2,527
Community Development	CD Software and Implementation	7,000			7,000
Police	Chew Tahoe & Equipment - Patrol Vehicle	48,098			48,098
	(2) Harley Davidsons - Patrol Motorcycles	17,000			17,000
	(4) In-car cameras w/body cameras	18,140			18,140
	(5) Laptops for PD vehicles	18,000			18,000
	Mobile Application Software	30,800			30,800
Fire	Replace obsolete gas monitors	5,000			5,000
	Replace hazmat suits	5,000			5,000
Municipal Court	Warrant Interface Application		\$ 9,500		9,500
	Laptop computer for Court room		680		680
	Counter-top/window-mount speaker		1,753		1,753
Water Department	Trailer mounted combo unit: valve machine and hydro vac			\$ 49,500	49,500
Sewer Department	Smoke blower machine			1,800	1,800
	Manhole catch basins, clean-out plugs, and gem caps.			3,750	3,750
TOTAL		\$ 159,390	\$ 11,933	\$ 55,050	\$ 226,373



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and review the water and sewer fund status and rates.

DATE: October 26, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

The purpose of this item is to obtain input on the recent PantegoFest and begin planning for 2016 event. April Coltharp with Flair Events will be in attendance to discuss the event, as well as to present options for her proposed contract for 2016.

FISCAL IMPACT:

Dependent upon guidance from Council.

RECOMMENDATION:

Staff is seeking guidance for planning for PantegoFest 2016.

ATTACHMENTS:

PantegoFest Financial Summary
Comments from Council Member Funderlic
Proposed Flair Events Contract(s)

**TOWN OF PANTEGO
SPECIAL REVENUE FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
PANTEGOFEST FUND (850)**

	as of 10/22/2015	2014-2015 BUDGET	OVER (UNDER)
BEGINNING FUND BALANCE	\$ 29,825	\$ 29,825	
<u>REVENUES</u>			
255.55 PantegoFest Revenues	\$ 6,525.42	\$ 28,500	\$ (21,975)
255.56 Sponsorships	21,850.00	22,000	(150)
255.57 Vendor Revenue	8,935.00	8,000	935
TOTAL REVENUES	\$ 37,310.42	\$ 58,500	\$ (21,190)
<u>OTHER SOURCES</u>			
997.00 Transfers In-from General Fund	\$ -	\$ -	\$ -
TOTAL REVENUES AND OTHER SOURCES	\$ 37,310.42	\$ 58,500	\$ (21,190)
<u>EXPENDITURES</u>			
355.55 PantegoFest Expenses	\$ -	\$ -	\$ -
355.56 Event Planner	21,864.25	20,343	1,521.25
355.57 Entertainment	14,900.00	20,500	(5,600)
355.58 Logistics	25,578.48	21,100	4,478
355.59 Marketing	3,210.66	6,400	(3,189)
355.61 Beer Concessions	-	6,431	(6,431)
355.60 Miscellaneous	5,598.05	1,600	3,998
TOTAL EXPENDITURES	\$ 71,151.44	\$ 76,374	\$ (5,223)
CHANGE IN FUND BALANCE	\$ (33,841)	\$ (17,874)	
ENDING FUND BALANCE	\$ (4,016)	\$ 11,951	

Based upon a number of observations and discussions with a number of vendors and attendees the following is a list of suggestions and comments for planning next years Pantego Fest:

Suggestions

Standardize drink prices i.e. bottled water.

Food court should be centralized with better access to all.

More tables including stand-up near the stage area.

Town should get a percentage of revenues for activities such as the train and bull ride.

Better advertisement with more street signage. Smaller signs along roadsides and larger potable message board at major intersections, Pioneer & Park Row.

Comments from Participants - Positive

Ticket sale for beer work well.

The D.J. did a great job and was well received.

Price of the bounce house area was well received.

Most of the band selection, some were more participative.

Comments from Participants - Negative

Complaints on smoking.

Complaints on sound being too loud away from stage.

Bounce house area not a good as in past years.

Lack of seating and not enough tables or chairs for food court purchasers.

Not enough activities for children.



1040 Falcon Creek Dr
Kennedale, TX 76060

Email: April@FlairFtWorth.com
Web: FlairFtWorth.com
Phone: 817-614-5530

CONTRACT AGREEMENT

A Flair for Elegance, Inc. (dba Flair Events) understands and appreciates the trust and confidence bestowed upon it by the Client for festival management. This commitment is conditioned upon satisfactory agreement of services and receipt of fees set forth below.

This agreement is entered into on this _____ day of _____ 20____, by and between A Flair for Elegance, Inc.(dba Flair Events) a Business, and The Town of Pantego, a Client.

In consideration of the mutual promises set forth hereunder, the sufficiency of which is hereby acknowledged,

Flair Events and Client agree to the following:

- Flair Events promises to provide the following services:
 - Plan and Execute festival management according to the scope of work in conjunction with a committee listed on pages 3 – 4.
- Payment details and expenses as follows:
 - Flair Events festival planning service fee is a lump sum of \$18,500.
 - Monthly payments shall be based upon percentage of project complete each month determined in progress reports with the City Manager.
 - Expenses.
 - Expenses for postage and printing will be invoiced each month based on actual expenses.
 - Other expenses encountered will be approved by the city manager in writing prior to purchase and reimbursed as invoiced.
 - Invoice is payable by client within 30 days.
 - Should additional duties or labor beyond the proposed scope of work be needed an addendum and fees will be agreed upon prior to additional services by representatives of Flair Events being performed.

By signing this contract client understands that client is using Flair Events to help with festival management. The client can cancel at any time in writing, but client agrees that fees paid to date are not refundable in addition to services performed prior to cancellation will be paid as invoiced and agreed upon according to this contract. Client acknowledges Flair Events and its representatives are not liable for the products or services and warranties of participating vendors. Client agrees to pay for work performed regardless of perceived success or failure of planned event. Client understands that it is the clients responsibility to purchase event and liability insurance policies.



1040 Falcon Creek Dr
Kennedale, TX 76060

Email: April@FlairFtWorth.com
Web: FlairFtWorth.com
Phone: 817-614-5530

Client agrees to indemnify, defend, and hold harmless Flair Events and its trustees, officers, directors, employees and agents, from and against any loss, expense, liability, damage, claim (including reasonable attorneys' fees) made or brought on for personal injury, including death, that arises from festival activities, negligence or willful misconduct and omission.

This Agreement is entered into on this ____ day of _____, 20____, in the City of _____, the County of _____, the state of _____.

Flair Events

Client

April Coltharp, President
Flair Events

Matthew Fielder, City Manager
Town of Pantego



1040 Falcon Creek Dr
Kennedale, TX 76060

Email: April@FlairFtWorth.com
Web: FlairFtWorth.com
Phone: 817-614-5530

Scope of work for Pantego Fest 2016

Flair Events will provide services for the following:

Event Services/Operations:

- Develop business plan, strategies, and budget together with Client
- Ideas for growth, income possibilities, activities and entertainment
- Proposals for infrastructure requirements
- Site Plan
- Coordinate permit requirements with vendors
- Electrical plan
- Develop master festival schedule and timeline
- Ensure safety plan is in place

Vendors:

- Contact and promote Pantego Fest with local businesses to participate with Pantego Fest as a vendor or sponsor according to business strategy developed with client
- Develop vendor packet and obtain vendors to buy booth space at the festival
- Coordinate with the client for vendor and sponsor payment schedules and receivables
- Communicate and organize booth vendors during planning and at the festival
- Develop a survey for vendors to evaluate the festival

Marketing:

- Develop a marketing plan to be approved by Town of Pantego Council
- Assist with marketing by continuing the branding and marketing material for Pantego Fest
- Assist with website updates
- Facilitate Marketing activities to include: radio, print, social media, direct mail, banners, press releases, ad placements and banners as determined in the marketing plan and budget

Meetings:

- Meetings with committee members once per month progressing to 2 – 4 times per month as event approaches
- Updates via email and/or phone conversations with City Manager monthly and/or weekly determined by the stage of planning.
- Updates at Town of Pantego City Council Meetings as necessary.

Festival Weekend: September 23-25, 2016

- Oversee and execute festival set up, troubleshooting and overall event management.
- Event staff to assist with set up, various activities and strike. Event staff not to exceed 80 hours of festival event labor.



1040 Falcon Creek Dr
Kennedale, TX 76060

Email: April@FlairFtWorth.com
Web: FlairFtWorth.com
Phone: 817-614-5530

After Event Services: September 26 – October 7

- Strike and site clearance
- Debrief with Town of Pantego Management team, Festival Committee and Town of Pantego Council
- Follow through with vendors, sponsors and event vendors

Flair Events will work with committee members to perform the following:

Activities:

- Identify and attempt to obtain potential activities and community members to help support activities
- Marketing for participants for festival activities as needed
- Obtain bids for contracts as needed for activities for approval

Live Entertainment:

- Obtain proposals from bands, local groups and businesses, stage, sound and lighting that may provide live entertainment for approval by client
- Develop and manage live entertainment schedule
- Manage agreements and ensure all necessary paperwork is completed by local entertainment to include contracts, letter of intent agreements, hold harmless agreements, and documents required for payment by the Town of Pantego.

Sponsors:

- Develop sponsorship packet
- Identify targeted businesses
- Work with Town of Pantego employees to have letters mailed for potential sponsors
- Follow up correspondence to obtain sponsorship commitments
- Communicate with sponsors about involvement in the festival
- Facilitate Thank you letters sent by Town of Pantego to all sponsors for the festival.

Volunteers:

- Identify local groups and communicate volunteer needs with those groups
- Establish volunteer needs at the festival
- Develop volunteer applications and information packets
- Assist Town of Pantego employee in scheduling and obtaining volunteers



AGENDA BACKGROUND

AGENDA ITEM: Discussion on the financial software Opengov.com.

DATE: October 26, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Council Members attending the Texas Municipal League Conference asked that staff present the OpenGov financial transparency software for the Council to consider purchasing. The software essentially connects a viewer on the Town's webpage to our InCode financial software to make information on the Town's budget, revenues, expenditures, and financial history available to the public. The format is simplified in order to make it more understandable to the layperson. A demo is available at www.opengov.com. The basic cost is \$4,000 per year. There is a \$1,000 installation cost in the first year. The software updates every month. Should the Council desire to have it updated in real-time, there would be a one-time cost of \$1,500 in order to have a third party vendor qualified to work with InCode software configure it to do so.

FISCAL IMPACT:

\$5,000 for the first year
\$4,000 per year afterwards
\$1,500 to obtain real-time updates

RECOMMENDATION:

Staff is seeking guidance from Council whether they would like to proceed with acquiring OpenGov.

ATTACHMENTS:

N/A



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on the cancellations of the regularly scheduled council meetings for November 23, 2015 and December 21, 2015 due to the holiday schedules.

Date: October 26, 2015

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

Historically the Town Council has cancelled the second council meeting for the months of November and December due to the holiday season. The purpose of this item is for Council to direct staff of the scheduling of these two meetings.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff is at the direction of Council

ATTACHMENTS:

N/A

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