



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

April 25, 2016

1

COUNCIL MEMBERS:
Fred Adair
Don Funderlic
Jane Barrett
Don Surratt

Matthew Felder, 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
 - Update on Street Projects
 - Personnel Vacancies
 - Mosquito Spraying
 - Joint Strategic Planning Session
 - Oncor Rate Setting Case
2. Approval of Bills Payable and Purchase Orders in excess of \$2,000.
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 April 11, 2016Acceptance of Minutes of Boards and Commissions:
 - PEDC minutes from March 23, 2016
4. Discuss an update on PantegoFest 2016.

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Councilmember Jane Barrett

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.

ORDINANCE

5. Public Hearing, discuss, direct, and consider action on the second and final reading of Ordinance 16-784 an ordinance of the Town of Pantego, Texas, amending Chapter 13 Utilities Division 3 Sewer Service Rates and Charges

and amending Appendix A Fee Schedule Article A10.00 Water and Sewers; providing for severability; providing for a savings clause, and providing an effective date.

RESOLUTION

6. Discuss, direct, and consider action on resolution 16-06 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Pacheco Koch LLC for consulting services relating to a paving and street assessment of the streets within the Town.
7. Discuss, direct, and consider action on resolution 16-07, a resolution of the Town of Pantego, Texas, approving additional engineering fees with Deltatek Engineering for the 303 pump station valve replacements with bypasses and to award a construction bid to Armadillo Underground Utilities, LLC for the construction of the water line crossover connection on Pioneer Parkway and the valve replacements with bypasses; and providing an effective date.
8. Discuss, direct, and consider action on resolution 16-08, a resolution of the Town of Pantego, Texas authorizing an updated list of representatives with the TexPool and TexPool Prime Texas Local Government Investment Pools.
9. Discuss, direct, and consider action on resolution 16-09 a resolution of the Town of Pantego, Texas, adopting an updated Procurement Policy; and providing for an effective date.

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

10. Discussion, direct, and consider action on the approval of the Budget Calendar for Fiscal Year 2016-2017.
11. Discuss, direct, and consider action on the cancellation of the regularly scheduled Council meeting for May 23, 2016 and the scheduling of a special Council meeting on May 16, 2016 for the purpose of canvassing the election and delivering the Oath of Office to the elected candidates.

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

12. Discuss, direct, and consider action on a presentation from Collier Consulting on recommendations and future maintenance strategies for the Town's water wells.

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

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
 1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Newport Investments, LLC and Now Faith Deliverance Temple v. Town of Pantego, Don Surratt, and Don Funderlic.

COUNCIL INQUIRY

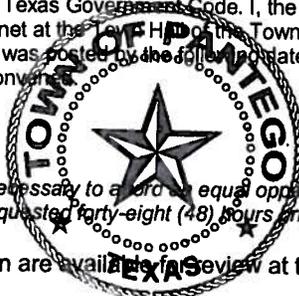
If a member of the Council makes a spontaneous inquiry about a subject not on this agenda, then the Town Council or an appropriate Town official may make a statement of factual information or policy in response to such an inquiry. However, in accordance with Open Meetings Act Section 551.042, the Town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

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code, I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, April 22, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.


Julie Arrington, City Secretary



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

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



City Manager’s Report

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: April 25, 2016

Update on Street Projects

The street work on Bowen has been delayed due to the weather. It is expected to resume no later than April 22nd. If delays continue to occur, staff will suspend the project and find another contractor.

Personnel Vacancies

The only current vacancy is for a Public Safety Dispatcher.

Mosquito Spraying

Mosquito spraying has been scheduled for Thursday, April 28th, and the fourth Thursday of each month after that, through September.

Joint Strategic Planning Session

The strategic planning session with PEDC is scheduled for April 27th.

Oncor Rate Setting Case

The Oncor Steering Group, a group of cities that aggregate to contest Oncor rates, has asked member cities to pass a resolution objecting to the rate structure that will be proposed as a result of the proposed acquisition of Oncor by the Hunt Group. Oncor’s owner, Energy Future Holdings, is in bankruptcy. The corporate restructure by the new owners Oncor was recently approved by the Public Utility Commission (PUC) with significant qualifications. However, after the Oncor Steering Group made their request, the Hunt Group requested a re-hearing in front of the PUC to argue that the qualifications will make the deal untenable.



AGENDA BACKGROUND

AGENDA ITEM: Approval of Bills Payable and Purchase Orders over \$2,000.

DATE: April 25, 2016

PRESENTER: Matthew Fielder, City Manager

BACKGROUND:

This agenda item includes a listing of bills payable over \$2,000. Included are copies of invoices for professional services and purchase orders over \$2,000, 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 and purchase orders over \$2,000 as submitted.

ATTACHMENTS:

Expenditure Summary and List of Purchase Orders over \$2,000 for April 25, 2016.

**Summary of Bills Payable and Purchase Orders over \$2,000 Requiring Council Approval
4/25/2016**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane	\$1,837.50	May Court Services
Perdue, Brandon, Fielder, Collins & Mott LLP	\$2,482.46	March Attorney Fees

<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
\$1,000 - \$2,000:		
1948 GCS Gear Cleaining Solutions	\$1,593.20	Firefighter Gear Cleaning and Inspection

\$2,000 + :

<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Time Warner Cable	\$3,260.21	4/17 - 5/16 Services
Atmos Energy	\$60.40	3/13 - 4/15 Services
Atmos Energy	\$79.92	3/13 - 4/15 Services
City of Arlington	\$1,131.00	April 2016 - Radio Lease
Verizon	\$722.69	4/02 - 5/01 Services
Arlington Utilities	\$7,597.39	March 2016 - Wastewater Services
iWerk	\$9,671.23	March 2016 - IT Services

BILL LANE

INVOICE

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

DATE: April 5, 2016

*V- 10119
100-5-160-210.00*

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 May 2016	\$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**

PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP
Attorneys at Law
500 E. Border, Suite 640
Arlington, Texas 76010

INVOICE	IVC00030398 7
Type	
Date	4/7/2016
Page	1

Bill to:

City of Pantego
2600 Miller Lane
Pantego TX 76013

V-11368

650-1-000-870.00



Description	Ext. Price
Attorneys Fees for professional services provided in collecting Fines and Fees March 2016	\$2,482.46
Total	\$2,482.46



Pantego Fire Department

To: City Manager, Matt Fielder
From: Assistant Fire Chief, Robert Coker
Through: Public Safety Chief, Tom Griffith
Subject: Purchase Order.

Release Date: 04-19 -2016

I am requesting approval to expend \$1,593.20 for the advanced cleaning and inspection of the protective firefighting gear. This year we will need to inspect nine sets head to toe including coat, helmet, pants, boots, gloves and hood. I also need to have one additional helmet, and one set of boots. The total cost is estimated at \$1,593.20 this price will include some of the life safety repairs that need to be done. Any other additional repairs above this cost will be requested on another PO.

Cc: Finance Department

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1948

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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 GCS Gear Cleaning Solutions
(214) 774-2213 Ext 222
2221 Manawa Drive 190
Dallas, Tx 75220.

SHIP TO Pantego Fire

DATE		ACCT #	DEPT.			
4-18-16		100-5-150-	Fire.			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
		Inspection, Repairs, Cleaning of 9 sets of Bunker Gear + 1 set of Boots and Helmet.	1593.	20		1593.20
This item was budgeted						
					TOTAL	1,593.20

Robert Baker

[Signature]

APPROVED BY



AGENDA BACKGROUND

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

Date: April 25, 2016

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

N/A

ATTACHMENTS:

041116 TC Minutes
032316 PEDC Minutes

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

Town Council Minutes
 April 11, 2016

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 Chambers of Town Hall, 1614 South Bowen Road, Pantego, on the 11th day of April 2016 with the following members present:

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

Members absent:
 None.

Constituting a quorum. The following staff members were present:

Matt Fielder	City Manager
Julie Arrington	City Secretary
Jim Jeffrey	Town Attorney
Karen Hollingsworth	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:

Tori Roemmich	Planning & Zoning Alternate & CRB Member
Jessie Howell	Planning & Zoning Alternate & CRB Member

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:34 p.m.
 Mayor Paradise read the caption of the executive session and recessed at 6:35 p.m.

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

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager’s Office pursuant to the Texas Government Code for an executive session on the following items:
 1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Newport Investments, LLC and Now Faith Deliverance Temple v. Town of Pantego, Don Surratt, and Don Funderlic.

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2. Pursuant to Government Code Section 551.074 to discuss and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – Accounts Payable position.

Mayor Paradise reconvened the Council meeting at 7:19 p.m.

CONSENT AGENDA ITEMS

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

1. City Manager Report

Mr. Fielder informed Council on the following information:

The contractor has finished with the outside lanes of Bowen Road and will begin on the interior lanes tomorrow from Winewood to Smith Barry. Once they finish, they will begin the crack sealing and striping and the project will be complete.

Dispatcher Tabitha Griffith has tendered her resignation. She is going to a center that is a collective of several different municipalities.

Mr. Fielder reminded Council they requested a review of their options for the Boat and RV ordinance. He suggested first presenting this to the planning and zoning commission to obtain fresh input and recommendations on the areas Council is stuck on. Council directed Mr. Fielder to move forward with the summary of options first.

Mr. Fielder informed Council that the Department Heads and Holly Potter-Harvey met to discuss the public safety aspects of PantegoFest and lessons learned. She is looking into securing the Charlie Robinson Band and obtaining sponsorships from Billy Bob's and similar types of businesses.

The Town began trapping mosquitoes last week. Out of the four traps that were set only two had mosquitoes. The spraying will begin later this month.

A follow-up meeting needs to be scheduled for the joint session with PEDC at a regularly schedule PEDC meeting.

2. Monthly Staff Reports

Mr. Fielder informed Council due to the change in staff there is not a finance report for this month. There will be a double report at next month's meeting. There were no comments from Council.

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

Council verified the life packs were inspected every year and the total cost of the invoice is for an annual service agreement over the next four years. There was discussion on the SCADA upgrade that was approved last year but was unable to be completed in time for payment from last year's budget; therefore, it must be approved again this year due to the Town's inability to encumber funds. Mr. Williams addressed Council's concerns on the software of the SCADA system and the required upgrades. Council inquired on the purpose for the purchase of the stair chair. Assistant Fire Chief Coker informed them this is a replacement chair for one that previously broke.

4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from March 28, 2016

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No Comments.

Acceptance of Minutes of Boards and Commissions:

- P& Z minutes from March 7, 2016
- CRB minutes from January 5, 2016
- CRB minutes from February 2, 2014
- CRB minutes from March 1, 2016

No comments.

Mayor Paradise adjourned the work session at 7:36 p.m.

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

Mayor Paradise called the regular session to order at 7:37 p.m., welcomed the audience, and stated she is looking forward to welcoming a new employee, honoring some guest here tonight, and hearing from the business community.

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

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Mayor Pro-Tem Brewster welcomed everyone, thanked staff and Council for working together, and commented he always enjoys reading the agenda packets and reading the Thank You letters from citizens in regards to the first responders, whether it be the Police Department or the Fire Department they do a great job. It is always good to see the citizens appreciate what the Town has and what the Council tries to build on every day. Congratulations to the officers who just completed their defensive tactics drills. It is great to see them participating in continuing their education.

Councilmember Adair agrees with everything the Mayor Pro-Tem said. He stated it was great to see everyone in the audience; to read all the things the Mayor Pro-Tem mentioned that are in the packet; and all the hard work of our first responders and staff.

Councilmember Barrett agreed stating it was good to see everyone here and thanked the staff for the great job they do.

Councilmember Funderlic also agreed with all the previous comments; stating it was good to see people with interest coming to the meetings and looked forward to getting their comments and suggestions in areas that need improvement. It was Council's pleasure to read the recommendations and letters of Thanks in the packets; unfortunately the citizens do not get to see it and he wishes there was a better way to convey this. It was a joy for him to read the letters or commendations on the first responders going above and beyond their call of duty at every council meeting.

Councilmember Surratt welcomed the audience, business owners, and board members that were there. He reiterated what the other Council member's previously said; council routinely receives letters of appreciation in the packets on the staff. The staff of the Town holds the bar very high and that becomes evident when a person gets a citation and Council receives a letter of appreciation on how pleasant the officer was when writing that citation. He mentioned a letter received from Dalworthington Gardens commenting on the assistance they received from our Police Department on a recent call; stating it is always a joy to see the accolades that the staff gets quite often.

Mayor Paradise expressed with great joy and sadness the passing of a great gentleman of the Pantego community recently last week, Mike Lakey. His son, Danny Lakey, is the president of the PEDC board and together they owned and operate Shirtwerx, which is located in a Pantego shopping center. He lost his battle with cancer but you never saw this man without a very warm smile on his face. Pantego is very

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privileged to have so many wonderful individuals working for the town, working in the town, living in the town. Mike Lakey, you will be missed.

HONORS AND RECOGNITIONS

- **Introduction of Karen Hollingsworth as the new Finance Director.**

Mayor Paradise requested Mr. Fielder and Karen Hollingsworth to join her at the front of the Dias. Mr. Fielder introduced Ms. Hollingsworth as the new finance director and said a few words regarding her experience and employment background.

- **Proclamation recognizing April 2016 as Concussion Awareness Month.**

Mayor Paradise requested Anh Dinh, Shay Howard and Laurel Strickland to join her in front of the Dias. They each said a few words regarding the Health Occupations Students of America (HOSA) organization with the Arlington High School and their supported campaign; Concussion Awareness. Mayor Paradise presented them with a proclamation.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett reported the Board last met on April 5th and discussed the Memorial Day event on May 30th at 7:30 p.m. at Bicentennial Park. The board will have a presentation of flags and an essay contest for Junior High students attending Bailey Junior High and Pantego Christian Academy. The subject will be "Why Do Veterans Deserve Respect?" There will be a monetary award of \$100, \$50, and \$25. The summer movies will begin on June 11th with the showing of the Minions. In July the movie will be Hotel Transylvania 2; August will be Monsters Inc.; and September will be Zootopia. At the June movie event there will be a lemonade stand to benefit kids with cancer, she invited the audience to come out and support this cause. The next meeting will be May 3rd.

Pantego Youth Leadership Council

Mayor Paradise reported the PYLC students will meet next week to discuss their field trip and the advantages of the leadership skills learned in this program gives them in preparation for college.

PEDC REPORT

Councilmember Adair reported the Board has not met since the last Council meeting but will meet this Wednesday.

CITIZENS OPEN FORUM

Michael Gallaway with Timeless Treasures stated he echoes the comments of Council in regards to the first responders. He has had some very positive interaction with the first responders and is delighted to see them out interacting with citizens. He stated it is unfortunate that he and his wife have been unable to attend the Council meetings and hear the discussions on PantegoFest. He has reviewed some of the minutes of Council and would like to offer a suggestion. Before the value of PantegoFest can be answered the Council must first decide on their type of brand; what they want to be known for. Then they can market and choose activities that support the brand. If PantegoFest supports and markets the brand then it is obvious to spend the money for PantegoFest. He offered his observations from last year in stating the same weekend as PantegoFest there were some planned events in Arlington and Grapevine. If the festival falls on the same weekend again then the marketing needs to be heavily increased and/or the date needs to be changed. Also, he does not recall seeing a lot of marketing materials; stating the posters was intermittently distributed within the businesses.

APPROVAL OF CONSENT AGENDA ITEMS

Mayor Pro-Tem Brewster made a motion to approve the consent agenda items 1, 2, 3, and 4 as written. Councilmember Barrett seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

PUBLIC HEARING

- 5. Public Hearing, discuss, direct, and consider action on Ordinance 16-783 an ordinance of the Town of Pantego, Texas, on zoning case Z-221 , a proposed zoning change as requested by Oakview Capital Partners, LLC for the property located at 2210 West Park Row Drive, Lot 3, Block A of the Braum's Addition, Pantego, Tarrant County, Texas. The property is generally located on the south side of West Park Row Drive between Lavern Street and Waggoner Drive.**

Ms. Arrington read the caption of the ordinance for the record. Mr. Fielder introduced this item explaining to Council the property behind Southern Flair was recently approved for the same zoning change. The property behind the shopping center was already at the proper zoning. This is just a continuation of the overall plan and approval of this change will give one long stretch of property zoned for mini-warehouses.

Mayor Paradise opened the public hearing at 8:05 p.m.

Brad Tidwell, 201 Hawks Ridge Trail, Colleyville, TX., the applicant, explained this is step 2 of a two step process. They did come in and re-zone the property behind Southern Flair about a month ago and at that time they laid out the plan that they would be purchasing the property behind Braum's. The property behind the shopping center was already zoned for storage. As you can see in the packet we are the owners of all three pieces of land and this is the last step of a two step process and getting the zoning needed on all three pieces of property.

With no further comments, Mayor Paradise reconvened the regular session at 8:07 p.m.

Mr. Fielder informed Council a variance was received to raise the building from 12 feet to 26 feet. Council discussed the responsibility for upgrading the water service line; the retention pond; and requested a change to the plans to reflect the fire hydrant will be done per the specifications of the Town of Pantego. Mr. Tidwell informed Council that Oakview Partners will be responsible for the replacement of the water line and all other requested changes will be made. He stated Council can expect the re-plat next month; beginning construction approximately 60 days away and completion in about 6 months.

Councilmember Adair made a motion to approve zoning case Z-221 Ordinance 16-783 as submitted to the Town. Councilmember Funderlic seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

- 6. Public Hearing, discuss, direct, and consider action on Ordinance 16-784 an ordinance of the**

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Town of Pantego, Texas, amending Chapter 13 Utilities Division 2 Water Service Rates and Charges and amending Appendix A Fee Schedule Article A10.00 Water and Sewers; providing for severability; providing for a savings clause, and providing an effective date.

Ms. Arrington read the caption for the record. Mr. Fielder stated this ordinance will implement the rates structure reviewed at the last council meeting. It will reflect year one of the fees. Mr. Williams discussed the clean up done to Chapter 13 Utilities of the Code of Ordinances.

Mayor Paradise opened the public hearing at 8:30 p.m.

No comments.

Mayor Paradise closed the public hearing at 8:30 p.m.

Council inquired on the missing tier section for the ¾" water meters and requested a redlined of the ordinance with the substantial changes. There was discussion on doubling the cost of the construction meter and adding the gas meters back to the ordinance. This will allow the town to charge an additional price for the gas companies that may want to drill for another gas well and use millions of gallons of water for their drilling. Council expressed concerns that the rate increase has a larger effect on the minimal user and would like to review the effect the proposed changes will have on the resident's bill. There was discussion on the purpose of the infrastructure fee including sanitary sewer to cover any catastrophic events to the sewer. There was discussion among Council on the blanketed use of the Whereas statement that allows council to waive the required second reading and vote by determining the existence of an emergency or other urgent public necessity; or an undue burden in administrative time and expense to the town. Mr. Fielder recommended a second reading of the ordinance to allow for the changes to be added prior to the adoption of this ordinance. Council agreed with Mr. Fielder's recommendation.

Councilmember Surratt made a motion to approve the first reading of ordinance 16-784 with the changes as discussed. Councilmember Barrett seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

RESOLUTION

- 7. Discuss, direct, and consider action on resolution 16-05 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into a joint contract with Tarrant County for election services for the General Municipal Election to be held on May 7, 2016; and providing for an effective date.**

Ms. Arrington introduced this item informing Council the Ordinance that Ordered the Election in January allowed for the Town to enter into a contract with Tarrant County for election services. This will allow the residents to vote at Town Hall for their municipal election, school district election, and county election. The Town will utilize the County voting machines and election judges. Staff will still be responsible for the publications and postings. Early voting begins April 25th at the Junior League in Arlington on Park Springs. There was discussion on the inclusion of Council Place 1 on the ballot.

Councilmember Adair made a motion to approve Resolution 16-05 as submitted. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

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

Nays: None.

Town Council Minutes
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Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

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

8. Discuss, direct, and consider action on the new Ethics Commission purchasing requirements.

Mr. Fielder explained the new requirements of the Ethics Commission for House Bill 1295 and the consequences to the Town in order to comply. The intent is to allow anyone in the public to see who is doing business with the town. He informed Council of the process of the vendor to obtain a Form 1295 and due to their purchasing policy any expense over \$2,000 must be approved by the Town. This will cause several of the current vendors to stop services and could have a residual effect of increased cost to perform routine business. He suggested raising the approval to \$5,000. There was discussion on the purchase orders considered as a contract and requiring approval; as well as examples of how the departments will be affected. Council directed Mr. Fielder to bring back a resolution to change the purchasing policy. Council discussed making this item retroactive to the first of the year.

9. Discuss, direct, and consider action on a proposal from Pacheco Koch LLC for consulting services relating to a paving and street assessment of the streets within the town.

Mr. Williams introduced this item and reminded Council during budget discussion staff was tasked with obtaining information relating to a street assessment. Council clarified this is the only proposal received, the scope of work with Mr. Williams, and inquired on the purpose for a contractor to perform this work instead of in house crews. Mr. Williams confirmed this was the only proposal due to this being professional services. Mr. Fielder discussed the advantages to having an outside source perform the assessment. Council discussed their concerns with a windshield street assessment and would like someone to actually get out of the car and be more thorough and a 10% mark up on materials. Mr. Williams confirmed this is a lump sum estimate. Council directed Mr. Fielder to have a resolution and contract at the next meeting for approval.

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

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
 1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Newport Investments, LLC and Now Faith Deliverance Temple v. Town of Pantego, Don Surratt, and Don Funderlic.
 2. Pursuant to Government Code Section 551.074 to discuss and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – Accounts Payable position.

Mayor Paradise declared the executive session was held during the work session and there was no action taken on the items.

COUNCIL INQUIRY

Councilmember Surratt inquired on a semi-truck that has placed pavestones under the tires and if that meets the requirements of the ordinance. Mr. Fielder assured him it does. He inquired on the Crawfish Boil that benefits the Girls & Boys Club of America and held by the Oil & Gas Industry. He explained the tickets are usually comp'ed for City Officials; however, this year they are charging and inquired if the

Town Council Minutes
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funds could be spend from the Council Fund of the Budget. Mayor Paradise agreed they could and requested Council to inform the City Secretary if they need tickets. Councilmember Surratt requested a reminder of the Public Safety Block Party in April.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 9:10 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 23rd day of March 2016 with the following members present:

Danny Lakey	President
Fred Adair	Secretary
Arsalan Gittiban	Treasurer
Gloria Van Zandt	Director

Members Absent:

Don Surratt	Vice President
Stephanie Springer	Director
Robert Jordan	Director

Constituting a quorum. Staff present was:

Matt Fielder	Executive Director
Julie Arrington	City Secretary
Dennis Jobe	Community Development Director
Scott Williams	Public Works Director

Also in attendance:

Jeff Moore	PEDC Attorney
Pam Mundo	Mundo and Associates
Tori Roemmich	Planning & Zoning Commission Alternate

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

President Danny Lakey called the meeting to order at 7:00 p.m. and welcomed the audience.

INVOCATION

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

PRESIDENT'S COMMENTS

None.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

Secretary Adair reminded the Board and the audience the Easter event for the Town is this Saturday, March 27th from 2:00 p.m. to 4:00 p.m. at Bicentennial Park.

President Lakey read the caption of the Executive Sessions for the record and recessed the regular meeting for the executive session at 7:02 p.m.

SCHEDULED EXECUTIVE SESSION

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

- Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – PEDC Loan Agreements – Boutique U and Dr. Jekyll's, Inc.
- Pursuant to Government Code Section 551.087 to discuss or deliberate regarding commercial or financial information that the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. Silver Leaf Resorts
- Pursuant to Government Code Section 551.087 to discuss or deliberate regarding commercial or financial information that the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. Potential Grocery Store prospect

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

President Lakey reconvened the meeting at 7:55 p.m.

President Lakey announced there was no action taken for Silver Leaf Resorts or the potential grocery store.

President Lakey announced direction was given to staff on Boutique U.

President Lakey made a motion to send a default letter to Dr. Jeckyll's, Inc. on the terms as discussed in the executive session. Treasure Gittiban seconded the motion.

The vote was as follows:

Ayes: Adair, Lakey, Van Zandt, and Gittiban.

Nayes: None.

Abstentions: None.

President Lakey declared the motion passed unanimously.

REGULAR BUSINESS

1. Executive Director Report

Mr. Fielder informed the Board of the following items:

He met with the new President and CEO of the Arlington Chamber of Commerce. The focus is to get back to the core and strategic planning. They want to get away from lobbying at the federal and state level and hit local issues instead.

He informed the Board of new prospective businesses. One being an internet car sales company with no outside sales allowed. A combination gun store and gun range on Park Row near Nora. A ballroom has been trying to locate in the Pecan Park Shopping Center but there are issues with the fire codes. Barbara Brown, property manager of Park Row West, is recruiting for an art gallery. Mr. Fielder commented this would generate sales tax by bringing in outside customers to Pantego. Kids Kloset is closing and will re-open next to Anything Goes as a women's resale clothing store. Over the last few weeks, there has been an influx of roofing companies and repair shops for vehicles interested in locating in Pantego.

2. Approval of PEDC Minutes

- March 9, 2016

Secretary Adair made a motion to approve the PEDC minutes as submitted for March 9, 2016. Director Van Zandt seconded the motion.

The vote was as follows:
Ayes: Adair, Lakey, Van Zandt and Gittiban.
Nays: None.
Abstentions: None.

President Lakey declared the motion passed unanimously.

CITIZENS OPEN FORUM

None.

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

3. **Discuss, direct, and consider action on improvements to Bicentennial Park and the grant application with the Texas Parks and Wildlife Department.**

President Lakey explained the Texas Parks and Wildlife Department will vote tomorrow on the grant submissions. The Town was ranked number two on the scorecard. The funds will not be available for approximately six months just in time for the new budget year. Public Works will obtain a cost for the repair of electrical issues at the park. Mrs. Mundo advised the Board not to spend the money until all contracts have been signed. The Board would like a letter to all the volunteer groups thanking them for their support and stating with their help the Town received this grant and the Town plans to complete this project over the next two years. There was discussion on the next steps and the processes for beginning this project.

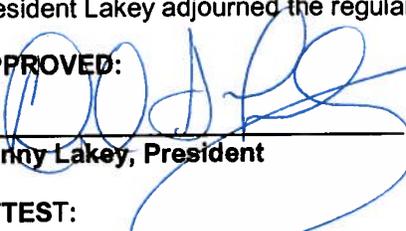
PEDC MEMBER INQUIRY

None.

ADJOURNMENT

President Lakey adjourned the regular session at 8:18 p.m.

APPROVED:



Danny Lakey, President

ATTEST:



Fred Adair, Secretary





AGENDA BACKGROUND

AGENDA ITEM: Discuss an update on PantegoFest 2016.

Date: April 25, 2016

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Holly Potter-Harvey will be present to give an update on the progress of PantegoFest planning.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

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



AGENDA BACKGROUND

AGENDA ITEM: Public Hearing, discuss, direct, and consider action on Ordinance 16-784 an ordinance of the Town of Pantego, Texas, amending Chapter 13 Utilities Division 3 Sewer Service Rates and Charges and amending Appendix A Fee Schedule Article A10.00 Water and Sewers; providing for severability; providing for a savings clause, and providing an effective date.

Date: April 25, 2016

PRESENTER:

Matt Fielder, City Manager
Scott Williams, Public Works Director

BACKGROUND:

Staff has prepared a redline version to indicate the amended changes in Ordinance 16-784 which amends Chapter 13 Utilities Division 3 Sewer Service Rates and Charges and Appendix A Fee Schedule Article A10.00 Water and Sewers. In addition, staff also added the volumetric tiered rates for 3/4" X 5/8" meters to Ordinance 16-784 to correctly identify the base rates for that meter size. The following sections outline the recommended amendments in Ordinance 16-784:

Chapter 13 Utilities:

- Section 13.03.102 Rate Schedule subsections (c) Volume Charge for Residential Customers. This subsection will now reflect the winter averaging and establish a more accurate way to determine a reasonable charge for locations without a meter.
- Subsection (d) the phrase "i.e. water used for production or manufacturing was added for clean up.

Appendix A Fee Schedule

- A10.004 Water Service base rates were increased and a tier stepped rate were added for water usage above the base rate.
- A10.005 Sewer Service residential rates were increased and commercial rates were added.
- A10.006 Processing charges all fees were increased and language cleaned up, especially the delinquency payment language to make the process and charges more clear.
- A10.008 Water and Sewer Distribution all rates were increased. By cleaning up some of the language on the subsections staff was able to delete two subsections.

FISCAL IMPACT:

Concurrent with tiered water, sewer rates and fee's increases

RECOMMENDATION:

Approval by Council

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



AGENDA BACKGROUND

ATTACHMENTS:

- Ordinance 16-784
- Rate Study- Scenario 2-A
- Fee Comparison
- Fort Worth/Arlington Sewer Rate Analysis

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

ORDINANCE 16-784

AN ORDINANCE OF THE TOWN OF PANTEGO, TEXAS, AMENDING CHAPTER 13 UTILITIES DIVISION 3 SEWER SERVICE RATES AND CHARGES AND AMENDING APPENDIX A FEE SCHEDULE ARTICLE A10.00 WATER AND SEWERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Pantego has established and maintains a water and wastewater system for residents and businesses located within the town; and

WHEREAS, The Town of Pantego is authorized by state law to establish rates for water and wastewater usage; and

WHEREAS, The Town of Pantego has conducted a water and wastewater rate study that was presented to Council for discussion at a regular meeting on March 28, 2016; and

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

SECTION 1

The Code of Ordinances, Town of Pantego Texas ARTICLE 13.03 Water and Sewers, DIVISION 3 – Sewer Service Rates and Charges, Section 13.03.102 Rate Schedule is hereby amended by keeping the subsections numbered (a) and (b) intact without any revision, by deleting the existing subsection previously numbered (c), and revising the content of and also renumbering the subsections previously numbered subsections (d) and (e), and renumbering but not otherwise changing the content of the subsections previously numbered (f), (g) and (h) so that the revised Section 13.03.102 subsections (c), (d), (e), (f), (g) shall now provide as follows:

Sec. 13.03.102 Rate schedule

(c) Volume charge for residential customers. The monthly volume charges for the residential customer class will be based on the individual customer's monthly water use, as established in Section A10.005(a). Where no meter reading is available, the town shall estimate a volume to be used for this monthly volume charge; such estimated volume shall not be less than 3000 gallons nor exceed 65% of estimated water usage. This percentage will be used in lieu of the winter month average. [Section A10.005(a)]

(d) Volume charge for commercial and industrial customers. The monthly charges to commercial and industrial class customers will be based on total water use as measured by appropriate meters, with the provision that if a customer can show, to the satisfaction of the town, that a significant portion of the metered water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the town; i.e. water used for production or manufacturing.

(e) Inspections of customer's property. An initial inspection of the customers' property would be required to determine a method for measuring or estimating, whichever is most practical, the volume of sewage entering the sewers, and periodic inspections may be necessary to ensure that water usage requirements have not changed.

(f) Material and labor costs. All associated material and labor costs shall be borne by the customer.

(g) Customers outside town limits. Charges to sewer customers outside the town limits shall be one and one-half times the rate(s) charged to town residents.

SECTION 2

The Code of Ordinances, Town of Pantego Texas, APPENDIX A FEE SCHEDULE, ARTICLE A10.000 Water and Sewers, Section A10.004 Water Service subsection (a) and subsection (b) are amended and replaced; so that the amended and replaced provisions shall now provide as follows:

Sec. A10.004 Water service

(a) Rates. Shall be charged on a monthly basis by including each of the components stated herein for: (1) minimum charges for up to 3,000 gallons based on meter size; (2) base charges per 1,000 gallons; and (3) flat rate charge for capital improvements related specifically to water and sewer infrastructure calculated based on average monthly water consumption.

- (1) Minimum charges for up to 3,000 gallons based on meter sizes:

	<u>Inside</u>	<u>Outside</u>
Meter size:		
3/4" or 5/8"	\$9.89	\$14.84
1"	\$25.00	\$37.50
1-1/2"	\$56.42	\$84.63
2"	\$99.03	\$148.55
3"	\$104.70	\$157.05
4"	\$118.54	177.81

- (2) Base charges per 1,000 gallons tiered rate structure:

	<u>Inside</u>	<u>Outside</u>
<u>3/4" – 5/8" Meter</u>		
3,001-6,000	\$2.12	\$3.18
6,001- 25,000	\$2.14	\$3.21
25,001 – Plus	\$2.73	\$4.10
<u>1"Meter</u>		
3,001-14,000	\$2.16	\$3.24
14,001 – 35,000	\$2.18	\$3.27
35,001 - Plus	\$2.73	\$4.10
<u>1.5" Meter</u>		
3,001 – 25,000	\$2.18	\$3.27
25,001 – 50,000	\$2.20	\$3.30
50,001 – Plus	\$2.80	\$4.20
<u>2" - 4" Meters</u>		
3,001 – 25,000	\$2.18	\$3.27

25,001 – 100,000	\$2.21	\$3.32
100,001 – Plus	\$2.83	\$4.25
Construction/Gas Meter	\$12.00	\$18.00

(3) Flat rate charge for capital improvements related specifically to water and sewer infrastructure calculated based on average monthly water consumption (in gallons):

<u>Water Consumption</u>	<u>Flat Rate Charge</u>
0–8,000	\$13.50
8,001– 24,000	\$19.50
24,001–40,000	\$32.00
40,001–above	\$44.00

(a) The average monthly consumption charge becomes effective March 1, 2012. The charge will be automatically calculated based on the average monthly water consumption at the account address during the preceding twelve months plus the current month consumption divided by thirteen.

(b) The council hereby directs that the revenue received from the flat rate charge for capital improvements related specifically to water and sewer infrastructure calculated based on average monthly water consumption as set forth in subsection (3) of the table established by this section herein be placed in a committed fund to be used for such purposes.

(b) Multiple units served through one meter. In all cases where more than one living or business unit is supplied water through one (1) meter, not less than a minimum charge for such water shall be made for each living unit or business unit supplied through such meter. However, the minimum bill for each unit served by a 1" meter or larger shall be the minimum bill for that respective meter divided by the number of units; but in no event shall the minimum bill for each unit be less than the \$9.89 per unit minimum bill for a 3/4" or 5/8" meter.

SECTION 3

The Code of Ordinances, Town of Pantego Texas, APPENDIX A FEE SCHEDULE, ARTICLE A10.000 Water and Sewers, Section A10.005 Sewer Service, is hereby amended and shall now provide as follows:

Sec. A10.005 Sewer service

(a) Residential Rates. Shall be charged on a monthly basis per 1,000 gallons determined on actual water usage for the account address as set forth below. Effective March 1, 2012, the sewer rate charge for residential accounts will be the lower of either the winter month average water consumption for the months of December, January and February, or actual water consumption during the billing month.

	<u>Inside</u>	<u>Outside</u>
Minimum (includes 3,000 gallons)	\$13.10	\$19.65
Volume charge, 3,001+ gallons	\$2.07	\$3.11

- (b) Commercial Rates. Shall be charged on a monthly basis per 1,000 gallons determined on actual water usage for the account address as set forth below; unless the customer can prove Section 13.02.102 (e) applies.

	<u>Inside</u>	<u>Outside</u>
Minimum (includes 3,000 gallons)	\$13.21	\$19.82
Volume charge, 3,001+ gallons	\$2.16	\$3.24

- (c) Occupancy factor for commercial customers. An occupancy rate factor of 95% shall be applied to the commercial customer class where five (5) or more living or business units are serviced by a single water meter.

- (d) Customers outside town limits. Charges to sewer customers outside the town limits shall be one and one-half times the rate(s) charged to town residents.

SECTION 4

The Code of Ordinances, Town of Pantego Texas, APPENDIX A FEE SCHEDULE, ARTICLE A10.000 Water and Sewers, Section A10.006 Processing Charges, is hereby amended and shall now provide as follows:

Sec. A10.006 Processing charges

- (a) Delinquent payment assessed after 5:00 p.m. on the due date: 10% penalty of the balance due.
- (b) Delinquent payment beyond 30 days after the date of billing upon first notice: \$40.00 service charge, plus 10% penalty charge.
- (c) Delinquent payment beyond 30 days after the date of billing upon second notice: \$20.00 cut-off fee, plus \$40.00 service charge, plus 10% penalty.
- (d) After hours turn on fee: \$40.00.
- (e) Test meter: cost of test + \$40.00.
- (f) Change existing meter (at customer request): meter cost + \$40.00.
- (g) Customer may request one re-read within a six (6) month period at no charge. Each additional request within that same six (6) month period would result in a \$15.00 re-read charge assessed to the next billing cycle. (unless meter reading determined to be less than recorded on previous water bill).

SECTION 5

The Code of Ordinances, Town of Pantego Texas, APPENDIX A FEE SCHEDULE, ARTICLE A10.000 Water and Sewers, Section A10.008 Water and Sewer Distribution, subsection (1) subparts (A) through (J) inclusive are hereby amended and replaced with new subparts (A) through (J) inclusive and subparts (K) and (L) of the previous version of section A10.008 subsection (1) are hereby deleted, and a new subsection (2) is added so that Section A10.008 in its entirety as amended shall now provide as follows:

Sec. A10.008 Water and sewer distribution

Water and sewer distribution (including storm sewer not part of development inspection fees):

- (1) Inspection fee: \$50.00 + charges for (A)–(J):

- (A) Water distribution-main line: \$0.20 LF.
 - (B) Fire Hydrant and/or valve plus blocking: \$25.00 each.
 - (C) Bend or T plus blocking: \$10.00 each.
 - (D) Sewer collection main: \$0.20 LF.
 - (E) Inlet box/box culvert/outfall structure: \$25.00 each.
 - (F) Storm sewer collection line: \$0.50/LF.
 - (G) Manhole: \$25.00 each.
 - (H) Mainline Cleanout: \$15.00 each.
 - (I) Water and sewer service line: \$10.00 each.
 - (J) Street cuts for water and/or sewer taps will be \$500.00 each.
- (2) Re-Inspections will be \$25.00 each.

SECTION 6 PROVISIONS CUMULATIVE

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

SECTION 7 PROVISIONS SEVERABLE

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

SECTION 8 SAVINGS CLAUSE

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

**SECTION 9
EFFECTIVE DATE**

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

PASSED AND APPROVED on First Reading this the 11th day of April 2016, by a vote of 5 ayes, 0 nays, and 0 abstentions at a regular meeting of the Town Council of the Town of Pantego, Texas.

PASSED AND APPROVED on Second and Final Reading this the 25th day of April 2016, by a vote of _____ ayes, _____ nays, and _____ abstentions at a regular meeting of the Town Council of the Town of Pantego, Texas.

Melody Paradise, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Arrington, City Secretary

Jim Jeffrey, City Attorney

Website

Sec. 13.03.102 Rate schedule

(a) Generally. Except for the monitored group class, a monthly service charge for sanitary sewer service shall be charged to all customers in the amounts therefor prescribed in the fee schedule in [appendix A](#) of this code.

(b) Multiple units. In all cases where more than one living or business unit is supplied water through a water meter or meters and a sanitary sewage service charge is made in connection therewith, at least a minimum charge for such service shall be made for each unit supplied water through such meter or meters and all additional sanitary sewage service charges above the minimum for each unit shall be based upon the quantity of water passing through such meter or meters, regardless of source, divided by the number of units and charged for as set forth in the applicable rate schedule.

~~(c) Occupancy rate factor for commercial customers. An occupancy rate factor of 88% shall be applied to the commercial customer class where five (5) or more living or business units are serviced by a single water meter.~~

~~(c) Volume charge for residential customers. The monthly volume charges for the residential customer class will be based on the individual customer's monthly water use, as established in Section A10.005(a), but in no event shall the volume used to compute this monthly charge exceed 12,000 gallons. The volume used to compute these charges is based on the amount of water used by the residential class customer as measured by a meter. Where no meter reading is available, the town shall estimate a volume to be used for this monthly volume charge; such estimated volume shall not be less than 3,000 gallons nor exceed 12,000 gallons, 65% of estimated water usage. This percentage will be used in lieu of the winter month average.[Section A10.005(a)].~~

~~(e) Volume charge for commercial and industrial customers. The monthly charges to commercial and industrial class customers will be based on total water use as measured by appropriate meters, with the provision that if a customer can show, to the satisfaction of the town, that a significant portion of the metered water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the town; i.e. water used for production or manufacturing.~~

~~(f) Inspections of customer's property. An initial inspection of the customers' property would be required to determine a method for measuring or estimating, whichever is~~

most practical, the volume of sewage entering the sewers, and periodic inspections may be necessary to ensure that water usage requirements have not changed.

(~~ef~~) Material and labor costs. All associated material and labor costs shall be borne by the customer.

(~~hg~~) Customers outside town limits. Charges to sewer customers outside the town limits shall be one and one-half times the rate(s) charged to town residents.

ARTICLE A10.000 WATER AND SEWERS

Sec. A10.001 Pro rata charges

- (a) Water: \$5.55/linear front foot.*
- (b) Sewer: \$5.10/linear front foot.*

*In locations where water and/or sewer lines are not designed to be shared and/or opposite sides of the street are not developed, the fee will be double.

Sec. A10.002 Tap fees

Tap fees (authorization only to tie or tap into mains of the town utilities; actual tie or tap not provided by town):

- (1) Water: \$300.00.
- (2) Sewer:
 - (A) Residential: \$300.00.
 - (B) Commercial: \$400.00.

Sec. A10.003 Water security deposit

- (a) Residential: \$75.00 per household.
- (b) Multi-dwelling, duplex, triplex, and quads: In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the state, be in a form approved by the city attorney and have a term of not less than one year.
- (c) Commercial: Amount equal to 2 times the town monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will

be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.

(d) Commercial/industrial:

- (1) Minimum for 3/4" meter: \$100.00
- (2) Minimum for 1" meter: \$150.00.
- (3) Minimum for 1-1/2" meter: \$300.00.
- (4) Minimum for 2" meter: \$350.00.
- (5) Minimum for 3" meter: \$400.00.
- (6) Minimum for 4" meter or larger: \$500.00.

(e) Fire hydrant meter: \$950.00 + \$50.00 nonrefundable activation fee.

(Ordinance 09-602 adopted 6/22/09)

 **Sec. A10.004 Water service**

(a) Rates. Shall be charged on a monthly basis by including each of the components stated herein for: (1) minimum charges for up to 3,000 gallons based on meter size; (2) base charges per 1,000 gallons; and (3) flat rate charge for capital improvements related specifically to water and sewer infrastructure calculated based on average monthly water consumption.

(1) Minimum charges for up to 3,000 gallons based on meter sizes:

Meter size:	<u>Inside</u>	<u>Outside</u>
3/4" or 5/8"	\$8.89 <u>9.89</u>	\$13.30 <u>14.84</u>
1"	\$22.73 <u>25.00</u>	\$34.07 <u>37.50</u>
1-1/2"	\$51.29 <u>56.42</u>	\$76.96 <u>84.63</u>
2"	\$90.86 <u>99.03</u>	\$136.31 <u>148.55</u>
<u>3"</u>	<u>\$104.70</u>	<u>\$157.05</u>
<u>4"</u>	<u>\$118.54</u>	<u>\$177.81</u>

(2) Base charges per 1,000 gallons:

	<u>Inside</u>	<u>Outside</u>
November through June, per 1,000 gallons		
3,001+ gallons	\$2.08	\$3.11
July through October, per 1,000 gallons		
3,001 to 25,000 gallons	\$2.08	\$3.11
25,001+ gallons	\$2.73	\$4.09
<u>3/4" – 5/8" Meter</u>	<u>Inside</u>	<u>Outside</u>
<u>3,001-6,000</u>	<u>\$2.12</u>	
<u>6,001-25,000</u>	<u>\$2.14</u>	
<u>25,001 plus</u>	<u>\$2.73</u>	
<u>1" Meter</u>		
<u>3,001-14,000</u>	<u>\$2.16</u>	<u>\$3.24</u>
<u>14,001-35,000</u>	<u>\$2.18</u>	<u>\$3.27</u>
<u>35,001 plus</u>	<u>\$2.73</u>	<u>\$4.10</u>
<u>1.5" Meter</u>		
<u>3,001-25,000</u>	<u>\$2.18</u>	<u>\$3.27</u>
<u>25,001-50,000</u>	<u>\$2.20</u>	<u>\$3.30</u>
<u>50,001 Plus</u>	<u>\$2.80</u>	<u>\$4.20</u>
<u>2" Meter – 4" Meter</u>		
<u>3,001-25,000</u>	<u>\$2.18</u>	<u>\$3.27</u>
<u>25,001-100,000</u>	<u>\$2.21</u>	<u>\$3.32</u>
<u>100,001 Plus</u>	<u>\$2.83</u>	<u>\$4.25</u>
Construction gas well, per 1,000 gallons	\$6.00	\$6.00

(Ordinance 12-673 adopted 2/13/12)

(3) Flat rate charge for capital improvements related specifically to water and sewer infrastructure calculated based on average monthly water consumption (in gallons):

<u>Water Consumption</u>	<u>Flat Rate Charge</u>
0–8,000	\$13.50
8,001–24,000	\$19.50
24,001–40,000	\$32.00

40,001–above \$44.00

(Ordinance 12-687, sec. 1, adopted 6/25/12)

The average monthly consumption charge becomes effective ~~March 1, 2012~~. The charge will be automatically calculated based on the average monthly water consumption at the account address during the preceding twelve months plus the current month consumption divided by thirteen.

The council hereby directs that the revenue received from the flat rate charge for capital improvements related specifically to water and sewer infrastructure calculated based on average monthly water consumption as set forth in subsection (3) of the table established by this section herein be placed in a committed fund to be used for such purposes.

(Ordinance 12-673 adopted 2/13/12)

(b) Multiple units served through one meter. In all cases where more than one living or business unit is supplied water through one (1) meter, not less than a minimum charge for such water shall be made for each living unit or business unit supplied through such meter. However, the minimum bill for each unit served by a 1" meter or larger shall be the minimum bill for that respective meter divided by the number of units; but in no event shall the minimum bill for each unit be less than the ~~\$8.89~~ 9.89 per unit minimum bill for a 3/4" or 5/8" meter. (Ordinance 12-687, sec. 2, adopted 6/25/12)

(c) Volume charge for multiple units. All additional water service charges above the minimum for each such unit shall be based upon the quantity of water passing through the meter or meters divided by the number of units and charged for as set forth in the applicable rate schedules, with a 95% occupancy rate factor applied when five (5) or more units are being served by one meter. (Ordinance 09-602 adopted 6/22/09)

(d) Multiple unit infrastructure factor. In all cases where there are at least 5 and no more than 24 living or business units supplied water through a single water meter, there shall be a 5% reduction in the infrastructure charge applied pursuant to the table set forth in subsection (a)(3). In all cases where there are 25 or more living or business units supplied water through a single water meter, there shall be a 25% reduction in the infrastructure charge applied pursuant to the table set forth in subsection (a)(3).

(e) Customers outside town limits. Charges to water customers outside the town limits shall be one and one-half times the rate(s) charged to town residents.

(Ordinance 12-687, sec. 3, adopted 6/25/12)

 **Sec. A10.005 Sewer service**

(a) Rates. Shall be charged on a monthly basis per 1,000 gallons determined on actual water usage for the account address as set forth below. Effective ~~March 1, 2012~~, the sewer rate charge for residential accounts will be the lower of either the winter month average water consumption for the months of December, January and February, or actual water consumption during the billing month.

	<u>Inside</u>	<u>Outside</u>
Minimum (includes 3,000 gallons)	\$11.39 <u>13.10</u>	\$17.06 <u>19.65</u>
Volume charge, 3,001+ gallons	\$1.80 <u>2.07</u>	\$2.67 <u>3.11</u>

(Ordinance 12-673 adopted 2/13/12)

(b) Commercial Rates. Shall be charged on a monthly basis per 1,000 gallons determined on actual water usage for the account address as set forth below; unless the customer can prove Section 13.02.102(e) applies.

	<u>Inside</u>	<u>Outside</u>
-		
<u>Minimum (includes 3,000 gallons)</u>	<u>\$ 13.21</u>	<u>\$ 19.82</u>
<u>Volume charge, 3,001+ gallons</u>	<u>\$ 2.16</u>	<u>\$ 3.24</u>

~~(bc)~~ Occupancy factor for commercial customers. An occupancy rate factor of 95% shall be applied to the commercial customer class where five (5) or more living or business units are serviced by a single water meter. (Ordinance 12-687, sec. 4, adopted 6/25/12)

~~(ed)~~ Customers outside town limits. Charges to sewer customers outside the town limits shall be one and one-half times the rate(s) charged to town residents. (Ordinance 09-602 adopted 6/22/09)



Sec. A10.006 Processing charges

(a) ~~Delinquent~~ Late payment ~~assessed after 5:00 p.m. on the due date of billing~~: 10% penalty ~~charged after due date of the balance due~~.

(b) ~~Delinquent~~ Late payment ~~of billing (cutoff notice) beyond 30 days after the date of billing upon first notice~~: \$40.00 service charge, plus 10% penalty charge.

(c) ~~Delinquent payment beyond 30 days after the date of billing upon second notice: Service disconnect (second notice)~~: \$20.00 cut-off fee, plus \$40 service charge, plus 10% penalty.

(d) After hours turn on fee: ~~\$20.00~~ 40.00.

(Ordinance 09-614 adopted 10/26/09)

- (e) Test meter: cost of text + ~~\$30.00~~ 40.00.
- (f) Change existing meter (at customer request): meter cost + ~~\$30.00~~ 40.00.
- (g) ~~Meter rereads after 1 within 6 months prior (unless meter reading determined to be less than recorded on previous water bill): \$10.00. Customer may request one re-read within a six (6) month period at no charge. Each additional request within that same six (6) month period would result in a \$15.00 re-read charge assessed to the next billing cycle. (Unless meter reading determined to be less than recorded on previous water bill).~~

 **Sec. A10.007 Industrial surcharge**

- (a) For class groups per [article 13.03](#) of the town code:
 - (1) Customer monthly administrative charge: \$2.45.
 - (2) Volume charge, per 1000 gallons: \$0.592.
 - (3) BOD strength charge, per pound of BOD: \$0.099.
 - (4) Suspended solids strength charge, per pound of suspended solids: \$0.043.
 - (5) Monitoring charge: Actual cost.
- (b) The authority (as defined in [section 13.03.001](#) of the town code) shall classify commercial and industrial establishments which routinely discharge BOD and TSS concentrations exceeding those established for normal domestic wastewater into the following class groups:

Class	Description	Amount
I	Equipment service facilities	\$0.9888
II	Light industrial	\$0.9888
III	Eating establishments	\$0.8626
IV	Personal service establishments	\$0.6759

V	Food and kindred products processing	\$0.3138
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Sec. A10.008 Water and sewer distribution

Water and sewer distribution (including storm sewer not part of development inspection fees):

- (1) Inspection fee: ~~\$25.00~~ 50.00 + charges for (A)–(L):
- (A) Water distribution line: \$~~0.05~~ 20 LF.
 - (B) ~~Fire Hydrant~~ and/or valve ~~and plus blocking~~: \$~~10.00~~ 25.00 each.
 - (C) Bend or T ~~and plus blocking~~: \$~~5.00~~ 10.00 each.
 - (D) ~~Valve and blk.~~: \$5.00 each.
 - (~~E~~) Sewer collection line: \$~~0.05~~ 20 LF.
 - (~~F~~) Inlet box/~~box culvert~~/outfall structure: \$~~10.00~~ 25.00 each.
 - (~~G~~) Storm sewer collection line: \$~~0.05~~ 50/LF.
 - (H) ~~Storm sewer vault~~: \$10.00.
 - (~~I~~) Manhole: \$~~10.00~~ 25.00 each.
 - (~~J~~) Mainline Cleanout: \$~~2.00~~ 15.00 each.
 - (~~K~~) Branch Water and Sewer service line: \$~~2.00~~ 10.00 each.
 - (~~L~~) Street cuts for water and/or sewer distribution or taps ~~assessed additional will be~~ \$500.00 each.
- (2) Re-Inspectoins will be \$25.00 each.

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(Ordinance 09-602 adopted 6/22/09)

Sec. A10.009 Wastewater system access fees

All customer classes and the residential class using a 5/8- or 3/4-inch meter or larger shall be those as set out in accordance with the current fees issued by the Wastewater Interlocal Agreement with and between the City of Forth Worth and the Town of Pantego. (Ordinance 09-614 adopted 10/26/09)

 **Sec. A10.010 Wastewater miscellaneous charges**

Nonhazardous waste hauler/vehicle: \$100.00 annual.

 **Sec. A10.011 Backflow prevention assembly test**

- (a) Tester registration: \$50.00 annually.
- (b) Test permit: \$15.00 per device.

 **Sec. A10.012 Meter installation**

Installation fee includes cost of meter, box and lids:

3/4" \$190.00

1" \$300.00

1-1/2" \$485.00

Larger meters will be priced upon request

(Ordinance 09-602 adopted 6/22/09)

 **Sec. A10.013 Groundwater conservation district fees**

In addition to the fees or rates determined under [section A10.004](#) the following fees shall be charged:

- (1) Northern Trinity Groundwater Conservation District: \$0.125 per 1,000 gallons of water used.
- (2) Northern Trinity Groundwater Conservation District Recovery: \$0.125 per 1,000 gallons of water used.

(Ordinance 15-767, sec. 5, adopted 6/22/15)

SCENARIO #2-A WATER & SEWER RATES 2016

Residential & Commercial Monthly Billing:	Current	2017	2018	2019	2020	2021
Water Rates						
<u>First 3000 Gallons (Fixed Rate)</u>						
3/4" Meter	\$8.89	\$9.89	\$10.89	\$11.89	\$12.89	\$13.89
3,001 - 6,000 Gallons (per 1000 gallons)	\$2.08	\$2.12	\$2.16	\$2.20	\$2.24	\$2.26
6,001 - 25,000 Gallons (per 1000 gallons)	\$2.08	\$2.14	\$2.18	\$2.22	\$2.26	\$2.30
25,001 Plus (per 1000 gallons)	\$2.73	\$2.73	\$2.73	\$2.73	\$2.73	\$2.73
1" Meter	\$22.73	\$25.00	\$27.50	\$29.70	\$32.08	\$34.65
3,001 - 14,000 (per 1000 gallons)	\$2.08	\$2.16	\$2.20	\$2.24	\$2.28	\$2.32
14,001 -35,000 (per 1000 gallons)	\$2.08	\$2.18	\$2.22	\$2.26	\$2.30	\$2.34
35,001 - Plus (per 1000 gallons)	\$2.73	\$2.73	\$3.50	\$3.50	\$3.20	\$3.50
1.5" Meter	\$51.29	\$56.42	\$62.60	\$67.02	\$73.38	\$78.17
3,001 - 25,000 (per 1000 gallons)	\$2.08	\$2.18	\$2.22	\$2.26	\$2.30	\$2.33
25,001 - 50,000 (per 1000 gallons)	\$2.08	\$2.20	\$2.24	\$2.28	\$2.32	\$2.34
50,001 - Plus (per 1000 gallons)	\$2.73	\$2.80	\$2.80	\$2.83	\$2.85	\$2.87
2" + Meter	\$90.86	\$99.03	\$102.00	\$105.06	\$108.21	\$111.45
3,001 - 25,000 (per 1000 gallons)	\$2.08	\$2.18	\$2.22	\$2.26	\$2.30	\$2.33
25,001 - 100,000 (per 1000 gallons)	\$2.08	\$2.21	\$2.25	\$2.29	\$2.33	\$2.34
100,001 - Plus (per 1000 gallons)	\$2.73	\$2.80	\$2.83	\$2.85	\$2.87	\$3.00
RESIDENTIAL SEWER RATES						
<u>First 3000 Gallons (Fixed Rate)</u>	\$11.39	\$13.10	\$15.07	\$16.58	\$17.91	\$19.34
3,001 - Plus (per 1000 gallons)	\$1.80	\$2.07	\$2.38	\$2.62	\$2.83	\$3.06
COMMERCIAL SEWER RATES						
<u>First 3000 Gallons (Fixed Rate)</u>	\$11.39	\$13.21	\$15.37	\$16.88	\$18.21	\$19.78
3,001 - Plus (per 1000 gallons)	\$1.80	\$2.16	\$2.60	\$2.79	\$3.02	\$3.26

Pantego Water Bill Comparison (Year 1)

Current

5,000 Gallons			
	Water	Sewer	Together
Fixed Monthly Fee	\$8.89	\$11.39	\$20.28
Remaining 2,000 gal	\$4.16	\$3.60	\$7.76
Infrastructure Fee	\$13.50	\$0.00	\$13.50
Trash/Recycling	\$0.00	\$0.00	\$10.83
NTGCD Fee	\$1.25	\$0.00	\$1.25
Total	\$27.80	\$14.99	\$53.62

Scenario 2A Year 1

5,000 Gallons			
	Water	Sewer	Together
Fixed Monthly Fee	\$9.89	\$13.10	\$22.99
Remaining 2,000 gal	\$4.24	\$4.14	\$8.38
Infrastructure Fee	\$13.50	\$0.00	\$13.50
Trash/Recycling	\$0.00	\$0.00	\$10.83
NTGCD Fee	\$1.25	\$0.00	\$1.25
Total	\$28.88	\$17.24	\$56.95

10,000 Gallons			
	Water	Sewer	Together
Fixed Monthly Fee	\$8.89	\$11.39	\$20.28
Remaining 7,000 gal	\$14.56	\$12.60	\$27.16
Infrastructure Fee	\$19.50	\$0.00	\$19.50
Trash/Recycling	\$0.00	\$0.00	\$10.83
NTGCD Fee	\$2.50	\$0.00	\$2.50
Total	\$45.45	\$23.99	\$80.27

10,000 Gallons			
	Water	Sewer	Together
Fixed Monthly Fee	\$9.89	\$13.10	\$22.99
Remaining 7,000 gal	\$14.92	\$14.49	\$29.41
Infrastructure Fee	\$19.50	\$0.00	\$19.50
Trash/Recycling	\$0.00	\$0.00	\$10.83
NTGCD Fee	\$2.50	\$0.00	\$2.50
Total	\$46.81	\$27.59	\$85.23

20,000 Gallons			
	Water	Sewer	Together
Fixed Monthly Fee	\$8.89	\$11.39	\$20.28
Remaining 17,000 gal	\$35.36	\$30.60	\$65.96
Infrastructure Fee	\$19.50	\$0.00	\$19.50
Trash/Recycling	\$0.00	\$0.00	\$10.83
NTGCD Fee	\$5.00	\$0.00	\$5.00
Total	\$68.75	\$41.99	\$121.57

20,000 Gallons			
	Water	Sewer	Together
Fixed Monthly Fee	\$9.89	\$13.10	\$22.99
Remaining 17,000 gal	\$36.32	\$35.19	\$71.51
Infrastructure Fee	\$19.50	\$0.00	\$19.50
Trash/Recycling	\$0.00	\$0.00	\$10.83
NTGCD Fee	\$5.00	\$0.00	\$5.00
Total	\$70.71	\$48.29	\$129.83

Notes

1. Does not include winter month average for sewer

Fort Worth

Arlington

	Rate for Volume	Percent Change	Rate for BOD	Percent Change	Rate for TSS	Percent Change	Service		TRA Rate	Monthly Transport Fee
FY 11-12	0.8093		0.3653		0.1552		\$ 75.00	Oct 11 - Nov 11	1.664	\$ 1,441.00
FY 12-13	1.1633	30%	0.4062	10%	0.1779	13%	\$ 75.00	Dec 11 - Nov 12	1.714	\$ 1,583.00
FY 13-14	1.1267	-3%	0.3581	-13%	0.2001	11%	\$ 75.00	Dec 12 - Sept 13	1.819	\$ 1,583.00
FY 14-15	1.1495	2%	0.3682	3%	0.2010	0%	\$ 75.00	Oct 11 - Nov 13	1.844	\$ 1,749.00
FY 15-16	1.2784	10%	0.3532	-4%	0.2514	20%	\$ 75.00	Dec 13 - Nov 14	2.164	\$ 1,749.00
More /Kgal	0.47							Dec 14 - Nov 15	2.226	\$ 1,524.00
Percent Change		37%		-3%		38%		Dec 15 - Sept 16	2.380	\$ 1,380.00

	BOD	TSS
14-Oct	\$3,968.02	\$1,809.08
14-Nov	\$6,692.82	\$3,080.17
14-Dec	\$5,508.28	\$2,535.02
15-Jan	\$5,513.76	\$2,537.54
15-Feb	\$6,566.41	\$3,021.99
15-Mar	\$4,192.65	\$2,740.69
15-Apr	\$3,442.00	\$2,250.00
15-May	\$7,754.17	\$5,068.81
15-Jun	\$5,410.09	\$3,536.51
15-Jul	\$4,791.91	\$3,850.16
15-Aug	\$4,094.13	\$3,289.52
15-Sep	\$3,510.26	\$2,820.39
	\$61,444.50	\$36,539.88
		\$97,984.38

Percent Change	30%	-4%
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AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider actions on resolution 16-06 a resolution of Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Pacheco Koch, LLC for professional consulting services relating to a paving and street assessment of the streets within the town.

Date: April 25, 2016

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

Council previously reviewed a proposal from Pacheco Koch, LLC (PK), presented as Exhibit "A and "B" outlining the scope of services and the cost for a street/pavement assessment. Staff seeks Council's approval, authorizing the City Manager to enter into an Agreement with Pacheco Koch, LLC to provide a street/pavement assessment for the Town of Pantego.

FISCAL IMPACT:

\$9,150

RECOMMENDATION:

Approval of Resolution 16-06

ATTACHMENTS:

Resolution 16-06
 Agreement for Professional Consulting Services
 Exhibit A
 Exhibit B

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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made between Pacheco Koch, LLC, a Texas limited liability company, (hereinafter referred to as “CONSULTANT”) whose mailing address is 6100 Western Place, Suite 1001, Fort Worth, Texas 76107, and Town of Pantego (hereinafter referred to as “OWNER”), whose mailing address is 1614 S Bowen Rd, Pantego, TX 76013, and is subject to the following terms and conditions to which the parties mutually agree:

Recitals:

WHEREAS, the OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the CONSULTANT desires to render Professional Consulting services for the OWNER in accordance with the terms and conditions set forth in this Agreement in connection with **PANTEGO PAVEMENT AND STREET ASSESSMENT (the “Project”)**;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1 Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform the Professional Consultant services for the Project as set forth in Exhibit “A”, which is attached and made a part hereof, in accordance with the terms of this Agreement.
- 1.2 CONSULTANT will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the OWNER and by an authorized representative of CONSULTANT.
- 1.3 CONSULTANT shall not be responsible for a OWNER’s directive or substitution made without CONSULTANT’s agreement and which agreement shall not be unreasonably withheld.
- 1.4 OWNER, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the OWNER’s request, CONSULTANT shall return to OWNER a written change proposal setting forth an adjustment to the services, schedule and/or cost estimated by CONSULTANT to represent the value of the requested changes. Following OWNER’s review of CONSULTANT’s change proposal, OWNER shall execute said written Supplemental Agreement authorizing CONSULTANT to perform the changes in the Services.
- 1.5 The parties acknowledge and agree that any and all opinions and cost estimates provided by the CONSULTANT represent a professional opinion consistent with the normal and customary standard of care.

- 1.6 All designs, drawings, specifications, documents, and other work products of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of the OWNER of any such instruments of service without the written permission of the CONSULTANT will be at the OWNER's sole risk. The CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2 Compensation and Method of Payment

- 2.1 CONSULTANT shall be compensated by payment of fees as set forth in Exhibit "B" and any subsequent executed Supplemental Agreement(s) to said proposal.
- 2.2 Unless otherwise provided herein, payment to the CONSULTANT shall be monthly based on the CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the OWNER.
- 2.3 CONSULTANT will submit an invoice to OWNER at the end of each month, on a basis as stipulated in Exhibit "B".
- 2.4 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 2.5 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 3 Schedule, Personnel, and Equipment

- 3.1 The CONSULTANT agrees to commence services upon receipt of an executed copy of the Agreement from OWNER and to complete the required services in a timely manner. The CONSULTANT will not be held responsible for delays beyond the CONSULTANT's control.
- 3.2 The CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the OWNER require additional services not included under this Agreement, the CONSULTANT shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the agreed upon revised time schedule and without decreasing the effectiveness of the performance of services required under this Agreement.
- 3.3 To the extent reasonably necessary for the CONSULTANT to perform the services under this Agreement, the CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that the CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of the OWNER. The cost of such personnel and assistance shall be borne exclusively by the CONSULTANT.
- 3.4 The CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

- 3.5 Upon request of the OWNER, CONSULTANT shall submit progress reports and attend progress meetings as may be required from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.
- 3.6 The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 4 Delays and Termination

- 4.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of the OWNER in accordance with this Agreement prior to such termination.
- 4.2 If the OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 5 Right of Entry

- 5.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, in order for CONSULTANT to fulfill the scope of services included hereunder.
- 5.2 Should the project property not be owned by OWNER, OWNER shall provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 6 Information Provided by Others

- 6.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes that it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

- 6.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 7
Construction Activities

- 7.1 OWNER agrees that the General Contractor is solely responsible for job site safety and for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination all construction activities and warrants that this intent shall be made evident in OWNER's agreement with the General Contractor.
- 7.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 8
Jurisdiction

- 8.1 This Agreement is to be governed by the laws of the State of Texas.
- 8.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 9
Indemnification

- 9.1 CONSULTANT shall indemnify and hold harmless OWNER from and damages and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including, but not limited to, any government agency or branch or any third party to the extent the same arise from negligent errors or omissions of CONSULTANT or its employees or subconsultants in the performance of the Services.

Article 10
Conflicts of Interest

- 10.1 The CONSULTANT represents that no official or employee of the OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 11 Insurance

- 11.1 CONSULTANT shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 11.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 11.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 12 Assignment

- 12.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 12.2 CONSULTANT may, at their discretion, assign this contract to a subsidiary of CONSULTANT. CONSULTANT shall notify OWNER of their assignment at such time it takes place.
- 12.3 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 13 Notices

- 13.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail or by a commercial courier service to the business address identified at the end of the Agreement. All notices shall be effective upon the date of receipt.

If intended for OWNER - Representative:

Scott Williams
Director of Public Works
Town of Pantego
1614 S. Bowen Road
Pantego, TX 76013
Telephone: (817) 617-3720
Email: swilliams@townofpantego.com

If intended for CONSULTANT - Representative:

Brian O'Neill
Principal
Pacheco Koch
6100 Western Place, Suite 1001, Fort Worth, TX 76107
Telephone: (817) 412-7155
Email: boneill@pkce.com

Article 14 Standard of Care

- 14.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 15 Entire Agreement

- 15.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 16
Independent Contractor

- 16.1 It is understood and agreed by and between the parties that the CONSULTANT in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this agreement.

Article 17
Audits and Records

- 17.1 The CONSULTANT agrees that during the term hereof the OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by the OWNER or date of termination if sooner.

Article 18
Miscellaneous Provisions

- 18.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 18.3 OWNER shall not rely in any way on any Document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 18.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 18.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation & Method of Payment

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED this _____ day of _____, 20__.

OWNER:

CONSULTANT:

By: _____

By:  _____

Name: _____

Name: BRIAN O'NEIL, PE _____

Title: _____

Title: PRINCIPAL _____

Witness: _____

Witness:  _____

EXHIBIT A to Agreement between the
City of Pantego Texas (CITY) and
Pacheco Koch LLC, (CONSULTANT)
for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

PANTEGO PAVEMENT AND STREET ASSESSMENT

PROJECT DESCRIPTION:

The project consists of pavement and street assessment of the streets in the City of Pantego, Texas (CITY). The streets **not** included are South Bowen Road, West Pioneer Parkway and West Park Row Drive as these roads are wholly or jointly maintained by other Cities or Agencies. The assessment includes identification of pavement failures and recommended rehabilitation along with distances and opinions of probable construction cost. Additionally, streets will be assessed and ordered using a developed street assessment matrix.

BASIC SERVICES:

- A. Project Management & Coordination
1. Manage the Team:
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Task and allocate team resources
 2. Communications and Reporting:
 - Attend a project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
 - Prepare invoices and submit monthly in the format requested by the CITY
 - Prepare and submit monthly progress reports
 - Prepare and submit baseline Project Schedule initially and Project Schedule updates
 - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design

EXHIBIT A to Agreement between the
City of Pantego Texas (CITY) and
Pacheco Koch LLC, (CONSULTANT)
for Consulting Services

- B. Pavement & Street Assessment
1. Pacheco Koch to do a 'windshield' street assessment
 - Photographs of failures and note overall pavement condition
 - Note HMAC or Concrete Pavement
 - Field notes of approximate crack size
 - Type of pavement failures
 - Condition of Curb/Curb and Gutter
 2. See Geotechnical Investigation Section for further coring/pavement rehabilitation and recommendations (Optional)
- C. Street Assessment Criteria & Matrix
1. Develop base map (AutoCAD 2015 using TAD Data)
 2. Develop and discuss with CITY assessment criteria to base street ranking upon including but not limited to:
 - Available Traffic Counts
 - Anticipated Traffic Counts
 - Growth Projections
 - Type of Traffic (pavement loading)
 - Zoning and Future Land Use
 - Cost to Benefit
 3. Develop ranking matrix based on the criteria developed and assessment
 4. Rank streets using matrix
- D. Street Assessment Report
1. Report summarizing the findings of the assessment along with Opinion of Probable Construction Costs (indexed to design year so increases in cost can be applied). Report would include:
 - Description of project
 - Summary of Assessment Results
 - Description of Methodology
 - Assumptions and Design Criteria
 - Presentation of Street Grading Matrix
 - Project opinion of probable construction costs (in 2016 dollars)
 - Recommendations
 - Maps of Street Rehabilitations/Recommendations.
 2. Street Capital Improvement Plan
 - Includes 1, 5 and 10 year street capital improvement plan incorporating the results from the assessment along with input from the City on Future Land Uses or Thoroughfare Plans.

EXHIBIT A to Agreement between the
City of Pantego Texas (CITY) and
Pacheco Koch LLC, (CONSULTANT)
for Consulting Services

SPECIAL SERVICES (Optional):

- F. Geotechnical Investigation (Upon Request)
- Soil and groundwater conditions encountered at the boring locations;
 - Core and measure existing pavement section thicknesses. Measured thicknesses will be documented in the field and cores will be returned to the lab if additional testing is required.
 - Pavement design recommendations, including subgrade preparation and pavement thickness;
 - Earthwork recommendations, including material and compaction requirements;
 - Construction considerations related to soil and groundwater conditions at the borings.

Services not included in Basic Services for this contract:

- *Topographic Field Survey*
- *Construction inspection services*
- *Easement and Right of Way Preparation*
- *Subsurface Utility Engineering (SUE)*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copies of preliminary and final plans and proposed schedule for bid letting and construction to affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
City of Pantego, Texas (CITY) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

PANTEGO PAVEMENT AND STREET ASSESSMENT

COMPENSATION:

For all professional engineering services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of **\$9,150.00** as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A.	Project Management and Coordination	\$ 800
B.	Pavement & Street Assessment	1,500
C.	Street Assessment Criteria & Matrix	1,500
D.	Street Assessment Report	5,000
E.	Reimbursable Expense (Not to Exceed)	350

GRAND TOTAL NOT TO EXCEED \$ 9,150.00

Special Services (Optional)

F.	Geotechnical Investigation (upon request)	\$2,500
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METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 2 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct reimbursable expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider actions on Resolution 16-07 of the Town of Pantego, Texas, approving additional engineering fees with Deltatek Engineering for the 303 pump stations valve replacements with bypasses and to award a construction bid to Armadillo Underground utilities, LLC for the construction of the water line crossover connection on Pioneer Parkway and the valve replacements with bypasses; and providing for an effective date.

Date: April 25, 2016

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

The Pioneer Parkway West Waterline Crossover (PPWWC) and 303 Pump Station Valve Replacement (303PSVR) Projects were identified as Capital Improvement Projects and funded in the FY15-16 Budget. Staff consulted with Deltatek Engineering and determined that certain project costs associated with items such as bid advertising, project management and mobilization could be saved if both projects were joined and went out for bid as one project. The 303PSVR Project was added as Alternate bid item (addendum #1) in the bid specifications for the PPWWC Project. On April 5, 2016 at 1:30 pm the sealed bids for the PPWWC Project were opened, publicly read and recorded. As specified by contract, Deltatek Engineering audited the bids for accuracy, required bonds and the insurance certificates. Deltatek Engineering presented the tabulated bids with a letter of recommendation for awarding the PPWWC Project, including the Alternate bid item (303PSVR) to Armadillo Underground Utilities, LLC, in the amount of \$135,900. Additionally, staff requests that Council would authorize \$5000 for engineering services by Deltatek Engineering for the design, bid, and construction services for the 303 Pump Station Valve Replacement Project.

FISCAL IMPACT:

\$135,900 Construction Amount – Armadillo Underground Utilities, LLC
 \$5,000 Deltatek Engineering

RECOMMENDATION:

Council approval to award the project to Armadillo Underground Utilities, LLC and additional engineering fees to Deltatek Engineering

ATTACHMENTS:

Resolution 16-07
 Bid Recommendation Package
 Supplemental Request & OPC 303 Pump Station
 Engineering Services Agreement PPWWC Supplemental
 Atkins Letter – Removal Request

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

RESOLUTION NO. 16-07

A RESOLUTION OF THE TOWN OF PANTEGO, TEXAS, APPROVING ADDITIONAL ENGINEERING FEES WITH DELTATEK ENGINEERING FOR THE 303 PUMP STATION VALVE REPLACEMENTS WITH BYPASSES AND TO AWARD A CONSTRUCTION BID TO ARMADILLO UNDERGROUND UTILITIES, LLC FOR THE CONSTRUCTION OF A WATER LINE CROSSOVER CONNECTION ON PIONEER PARKWAY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Deltatek Engineering was authorized by Resolution 15-15 to perform engineering services and for a waterline crossover connection on Pioneer Parkway; and

WHEREAS, the Texas Government Code Chapter 2269, authorizes the procurement of other contracting and delivery procedures for construction projects and as required by Chapter 2269 the Town of Pantego has published the necessary notice requirements in the Fort Worth Commercial Recorder, the official newspaper for the Town, on March 21, 2016; and

WHEREAS, Deltatek Engineering received a total of three (3) bids and after evaluating each proposal determined Armadillo Underground Utilities, LLC as the recommended bid recipient; and

WHEREAS, the Town Council believes it to be in the best interest of the town to hire Armadillo Underground Utilities, LLC to construct the water line cross over on Pioneer Parkway and to perform the 303 pump station valve replacements with bypasses.

WHEREAS, Armadillo Underground Utilities, LLC has agreed to construct the waterline crossover and to replace the valves with bypasses at the 303 pump station in accordance to the design work and requirements as set forth by Deltatek Engineering.

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

Section 1: The Town Council hereby authorizes the City Manager to pay additional engineering fees in the amount of \$5,000.00 to Deltatek Engineering for an addendum to the construction bid adding the replacements of pump station valves and bypasses to the 303 pump station.

Section 2: The Town Council hereby authorizes the City Manager to award a construction bid for the construction of a water line crossover connection on Pioneer Parkway, west of Bowen Rd. to Armadillo Underground Utilities, LLC in the amount not to exceed \$42,625.00.

Section 3: This resolution is effective immediately upon passage.

PASSED AND APPROVED this the 25th day of April 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:

Jim Jeffrey, City Attorney



April 11, 2016

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

Reference: Pioneer Parkway Water Line
West Crossover Connection
Town of Pantego, Texas
Bid Recommendation

Dear Mr. Williams:

On April 5, 2016, the Town of Pantego received three (3) responsive sealed bids for the referenced project. These bids have been tabulated and attached to this correspondence for your use. Deltatek Engineering has reviewed these bid documents and submits the following opinion and recommendation.

The apparent low bidder, Atkins Brothers Equipment Co. Inc., submitted a bid amount for the Alternate Bid Item that in our opinion is inadequate to complete this item. When questioned about this item by Deltatek staff, Atkins President, Mike Atkins, admitted that this was an error and they have requested that they be permitted to withdraw their bid.

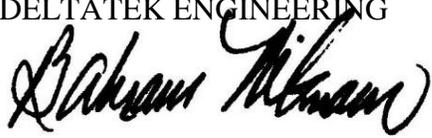
Deltatek Engineering has no prior experience with the second low bidder, Armadillo Underground Utilities, LLC. Based on a review of references provided, and our review of the bid submitted by Armadillo Underground Utilities LLC., it is our opinion that this bidder is capable of performing this task in accordance with the contract documents.

Deltatek Engineering has no objection to the Town of Pantego awarding this project, including the Alternate bid item, to Armadillo Underground Utilities LLC, for the lump sum price of \$135,900.00.

It should be noted that our Opinion of Probable Cost for this work, including the Alternate bid item was \$139,085.00.

Should you have any questions, please call me at 972-255-9500.

Sincerely,
DELTATEK ENGINEERING

A handwritten signature in black ink, appearing to read "Bahram Niknam". The signature is fluid and cursive, written over the printed name below.

Bahram Niknam, P.E.

Attachments: Bid Tabulation
Raw Bid Data
Atkins Brothers Letter Requesting Withdrawal of Bid
Bid Opening Attendees
Original Bid Documents

**Bid/Project Name: Pioneer Parkway Water Line
West Crossover Connection**

Bid/Project Number	N/A
Bid Opening Date:	April 5, 2016
Bids Issued:	4
Bids Rec'd:	3
1st Addendum:	March 23, 2016
2nd Addendum:	April 1, 2016



Name of Bidder		Address		City, State, Zip		Telephone / Fax		Email		Contact	
Armadillo Underground Utilities, LLC.		11450 Hirsch		Houston, Texas 77016		(281) 590-1516 / (281) 227-0294		billwells59@icloud.com		Celerino Sanchez	
SYB Construction Co., Inc.		421 Compton Ave.		Irving, Texas 75061		(972) 399-1066 / (972) 399-1586		estimating@sybconstruction.com		Shirley Bennet	
Atkins Bros Equip Co., Inc.		3516 Old Fort Worth Rd.		Midlothian, Texas 76065		(972) 775-7955 / (972) 775-4403		satkins@ectisp.net		Mike Atkins	
				Bid 2				Bid 3			
								Bid 1			
BID SCHEDULE											
#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	\$4,400.00	\$4,400.00	\$25,283.00	\$25,283.00	\$20,000.00	\$20,000.00		
2	Traffic Control Plan	1	LS	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00		
3	Trench Safety	1	LS	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00		
4	SWPPP	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00		
5	Furnish & install 8" C900 DR 14 water pipe by other than open cut. Includes encasement pipe, concrete	130	LF	\$450.00	\$58,500.00	\$557.00	\$72,410.00	\$175.00	\$22,750.00		
6	Furnish & install 8" C900 DR 14 water pipe including connections, tie-ins, etc.	50	LF	\$100.00	\$5,000.00	\$92.00	\$4,600.00	\$195.00	\$9,750.00		
7	Furnish & install 6" C900 DR 14 water pipe including connections, tie-ins, etc.	40	LF	\$95.00	\$3,800.00	\$88.00	\$3,520.00	\$150.00	\$6,000.00		
8	Furnish and Install 8" AWWA C-504 Gate Valves	6	EA	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00		
9	Removal & disposal of Asbestos Concrete pipe.	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00		
10	Furnish & install 10" SDR 26 sewer pipe.	20	LF	\$50.00	\$1,000.00	\$205.00	\$4,100.00	\$150.00	\$3,000.00		
11	Furnish & install 6" SDR 26 sewer pipe.	20	LF	\$45.00	\$900.00	\$189.00	\$3,780.00	\$140.00	\$2,800.00		
12	Furnish & install special adaptors AC to CI.	2	EA	\$400.00	\$800.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00		
13	Furnish labor and materials to replace driveway on North side if damaged by construction activities.	1	LS	\$1,500.00	\$1,500.00	\$8,600.00	\$8,600.00	\$4,900.00	\$4,900.00		
14	Furnish & install ductile iron fittings.	1	TN	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00		

DELTATEK ENGINEERING
FIRM REGISTRATION NO. F-4419
2211 TEXAS DRIVE
IRVING, TEXAS 75062
972-255-9500
bn@deltatekeng.com



**Bid/Project Name: Pioneer Parkway Water Line
West Crossover Connection**

Bid/Project Number	N/A
Bid Opening Date:	April 5, 2016
Bids Issued:	4
Bids Rec'd:	3
1st Addendum:	March 23, 2016
2nd Addendum:	April 1, 2016

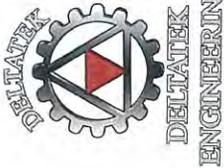


Name of Bidder		Address		City, State, Zip		Telephone / Fax		Email		Contact	
Armadillo Underground Utilities, LLC.		11450 Hirsch		Houston, Texas 77016		(281) 590-1516 / (281) 227-0294		billwells59@icloud.com		Celerino Sanchez	
SYB Construction Co., Inc.		421 Compton Ave.		Irving, Texas 75061		(972) 399-1066 / (972) 399-1586		estimating@sybconstruction.com		Shirley Bennet	
Atkins Bros Equip Co., Inc.		3516 Old Fort Worth Rd.		Midlothian, Texas 76065		(972) 775-7955 / (972) 775-4403		satkins@ectisp.net		Mike Atkins	
				Bid 2				Bid 3			
								Bid 1			
BID SCHEDULE											
#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
15	Site restoration includes sod of disturbed areas.	1	LS	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00		
16	Construction Contingency to be used only with written permission	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
TOTAL BASE BID ITEMS:					\$96,900.00		\$172,793.00		\$104,200.00		
17	Construction Pipe Header Modifications at Well #3 Pump Station on Pioneer Parkway (Spur 303) per Addendum #1	1	LS	\$39,000.00	\$39,000.00	\$67,500.00	\$67,500.00	\$9,500.00	\$9,500.00		
TOTAL ALL BID ITEMS:					\$135,900.00		\$240,293.00		\$113,700.00		
Notes:		Bid Bond Included Acknowledged Addenda 1 & 2 \$200.00 Error in Base and Total Bid As Read \$96,700.00 Base Bid				Bid Bond Included Acknowledged Addenda 1 & 2				Bid Bond Included Acknowledged Addenda 1 & 2 Bid Item 17 Imbalanced Bid Bidder Requests to Withdraw	

Low Bid Vendor: Armadillo Underground Utilities, LLC

DELTATEK ENGINEERING
FIRM REGISTRATION NO. F-4419
2211 TEXAS DRIVE
IRVING, TEXAS 75062
972-255-9500
bn@deltatekeng.com





BID RESULTS
PIONEER PARKWAY WATER LINE
WEST CROSSOVER CONNECTION
TOWN OF PANTEGO, TEXAS
BID OPENING: 1:30 PM TUESDAY, APRIL 5, 2016

1:32 pm
open

BIDDER	BID BOND (yes/no)	ACKNOWLEDGE ADDENDUM # 1 & 2 (yes/no)	TOTAL BASE BID AMOUNT \$	ALTERNATE BID AMOUNT \$	TOTAL BID AMOUNT (\$)
Atkins	Y	Y	\$109,200 \$109,200	\$9,500 ⁰⁰	\$113,700 ⁰⁰ _{1st}
SYB	Y	Y	\$172,793 ⁰⁰	\$67,500 ⁰⁰	\$240,293 ⁰⁰ _{3rd}
Amidillo	Y	Y	\$96,700 ⁰⁰	\$39,000	\$135,700 ⁰⁰ _{2nd}

Date: 4-8-16

Time:

Owner/Company: Pro Line Services

Name: Cort Peacock

Address: 2146 River Village Dr.

Address Kingswood, TX 77339

Phone: 281-358-2033

1. Did Armadillo Underground Utilities, LLC perform work for the Owner?
Performed as a subcontractor. Excellent company. Did very good job.
2. What size and type of project?
1300' of 8" waterline by bore.
3. Did Armadillo Underground Utilities, LLC comply with the Plans/Specs?
Absolutely.
4. Did Armadillo Underground Utilities, LLC complete the project on time?
Completed in 10 days. Was clean, efficient and timely.
5. How was the office organization in handling the project?
Outstanding.
6. Did Armadillo Underground Utilities, LLC pay all subs and suppliers?
N/A
7. Would you use Armadillo Underground Utilities, LLC in the future?
Yes. Would recommend them to anyone with a project involving boring or tunneling.

Date: 4/8/16

Time: 11:15 am

Owner/Company: LJA Engineers, Inc.

Name: Les Dawson, P.E.

Address: 11821 East Fwy, Ste 400

Address: Houston, Texas 77029

Phone: 713-450-1300 X 14629

1. Did Armadillo Underground Utilities, LLC perform work for the Owner?
A couple of projects.
2. What size and type of project?
One involved bore under railroad.
3. Did Armadillo Underground Utilities, LLC comply with the Plans/Specs?
Absolutely did.
4. Did Armadillo Underground Utilities, LLC complete the project on time?
Completed early on both projects.
5. How was the office organization in handling the project?
Very good.
6. Did Armadillo Underground Utilities, LLC pay all subs and suppliers?
Yes. To his knowledge.
7. Would you use Armadillo Underground Utilities, LLC in the future?
Yes. Highly recommend them to my client.

Date: 4/8/16
Time: 1:30 pm

Owner/Company: City of Houston
Name: Lonnie Sikes, P.E.
Company: Andrew Lonnie Sikes Inc
Address Houston, TX
Phone: 713-981-7132

1. Did Armadillo Underground Utilities, LLC perform work for the Owner?
Yes for City of Houston. High end area of town.
2. What size and type of project?
8" waterline by bore.
3. Did Armadillo Underground Utilities, LLC comply with the Plans/Specs?
Very much so. Went above and beyond.
4. Did Armadillo Underground Utilities, LLC complete the project on time?
Completed early.
5. How was the office organization in handling the project?
Excellent.
6. Did Armadillo Underground Utilities, LLC pay all subs and suppliers?
To his knowledge.
7. Would you use Armadillo Underground Utilities, LLC in the future?
Would indeed and highly recommend them as a contractor to any Owner.

Date: 4/7/16
Time: 3:00 pm

Owner/Company: Armadillo Underground Utilities, LLC
Name: Bill Wells
Address: 11450 Hirsch Rd
Address: Houston, Texas 77016
Phone: 281-221-0465

1. Is Armadillo Underground Utilities, LLC comfortable with your bid?
Absolutely.
2. How long have you been in business?
30 + years.
3. Will you be subcontracting a major portion of this project?
No. We have all of our own equipment and crews to perform this project.
4. Are you ready to begin as soon as the project is awarded?
Yes. As soon as contracts are executed we can mobilize.

ATKINS BROS. EQUIP. CO., INC.

P.O. BOX 990 – Midlothian, TX – 76065

Phone - 972/775-7955 - Fax - 972/775-4403 – satkins@ectisp.net

April 7, 2016

Mr. Joel Daugherty
DELTATEK Engineering
2211 Texas Dr.
Irving, TX 75062

Dear Joel,

After our conversation yesterday, I reviewed your and John's concerns with our bid on the Pioneer Pkwy Water Line West Crossover Connection for the Town of Pantego. At this time, I feel that our error on the Alternate Bid, compiled with the possibility that the bid items 9, 12, 13 and 16 may not be utilized in the construction of the project, forces us to withdraw our bid on the aforementioned project. We apologize for any inconvenience.

Sincerely,

Mike

Mike Atkins



April 7, 2016

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

Reference: Supplemental Agreement Request and Cost Proposal for Discharge Piping Modifications at the Hwy 303 Pump Station as an Addendum to the Pioneer Parkway Water Line West Crossover Connection
 Town of Pantego, Texas

Dear Mr. Williams:

In response to your request, and our site visit of March 18, 2016, Deltatek Engineering has prepared the following scope of services and costs associated with this task. We respectfully request you review this Supplemental Agreement and provide authorization to proceed.

Scope of Services

Design Phase Services

Prepare plans and specifications for installation of nine (9) new resilient seat gate valves, approximately 100 linear feet of new 6" C 900 water pipe, approximately 100 linear feet of new 10" C 900 water pipe and fittings as required at the discharge pipe header for the Hwy 303 Pioneer Pump Station. Design shall be performed in a timely manner such that this work may be added to the currently advertising Pioneer Crossover Connection project as an alternate bid item. Work shall be in accordance with TxDOT and require modification of our existing permit.

Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	DISCHARGE PIPING MODIFICATION				
A1	Furnish and Install 10" C900 DR14 Water Line	100	LF	\$155.00	\$15,500.00
A1.1	Furnish and Install 6" C900 DR14 Water Line	100	LF	\$95.00	\$9,500.00
A1.2	Furnish and Install 10" Gate Valve	6	EA	\$1,850.00	\$11,100.00
A1.3	Furnish and Install 6" Gate Valve	3	EA	\$1,175.00	\$3,525.00
A1.4	Furnish and Install Ductile Iron Fittings	0.5	TON	\$6,000.00	\$3,000.00
	Total				\$42,625.00

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

Original Project Cost Summary

Design Phase:	\$ 9,250.00
Survey:	\$ 2,300.00
Bid Phase:	\$ 2,250.00
Construction Phase	\$ 3,750.00
Engineering & Survey Services Subtotal	\$ 17,550.00

Additional Engineering Services as Supplemental Agreement

Design Phase:	\$ 3,200.00
Bid Phase:	\$ 550.00
TxDOT Coordination	\$ 450.00
Construction Phase Services	\$ 1,000.00
Additional Engineering Services Subtotal	\$ 5,000.00

Project Cost Summary Including Supplemental Agreement

Design Phase:	\$ 12,450.00
Survey:	\$ 2,300.00
Bid Phase:	\$ 2,800.00
Construction Phase	\$ 4,750.00
TxDOT Coordination	\$ 450.00
Engineering & Survey Services Subtotal	\$ 22,750.00

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

Sincerely,
DELTATEK ENGINEERING


Bahram Niknam, P.E.

3. **ENGINEER'S SERVICES**

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

- A. Survey Services shall include field survey to produce a topographic survey of the proposed bore and topo information 150 feet each way from the proposed line showing property lines and visible improvements and existing utilities as accurately as practical, up to and including SUE as required in the opinion of the Design Engineer.
- B. Design Phase Services shall include field visit to prepare Scope & OPC, review of survey notes, field visit to confirm preliminary design is consistent with site conditions, production of preliminary plans and specifications, plan review with Town or Owner, TXDOT, and production of final bidding documents.
- C. Bidding Phase Services shall include preparation of advertisement, notification of potential bidders, and attendance of Pre-Bid Meeting, if required, answer questions and issue Addenda, if required, review and tabulate bids and make recommendation for award.
- D. Construction Phase Services shall include attendance at Pre-Construction Meeting, Submittal review, site visits as requested by Town or Owner or as appropriate by project status, issue Field Orders and Change Orders as required, attend Final Walk Through, Issue Final Punchlist, and conform as-built plans.
- E. Supplemental Agreement Services shall include the Design, Bid Phase, Construction Phase, and TxDOT Coordination to include pipeline header modifications at the Hwy 303 Pump Station to the original Engineering Services Contract.

4. **PAYMENT FOR SERVICES**

- A. Engineer shall submit itemized monthly statements for Services, Direct Non-Labor Expenses, and for Subcontractors Costs incurred. Town shall make payments in the amount shown by the Engineer's monthly statements and other documentation submitted, and no interest shall ever be due on late payments.
- B. Payments for expenses, costs, and services, during Survey described in Article 3, shall not exceed \$2,300.00.

- C. Payments for expenses, costs, and services, during design phase, described in Article 3, shall not exceed \$9,250.00.
- C1. Payments for expenses, costs, and services, during design phase, described in Article 3E, shall not exceed \$3,200.00.
- D. Payments for expenses, costs, and services, during bidding phase, described in Article 3, shall not exceed \$2,250.00.
- D1. Payments for expenses, costs, and services, during bidding phase, described in Article 3E, shall not exceed \$550.00.
- E. Payments for expenses, costs, and services, during construction phase, described in Article 3, shall not exceed \$3,750.00.
- E1. Payments for expenses, costs, and services, during construction phase, described in Article 3E, shall not exceed \$1,000.00.
- F. Payments for expenses, costs, and services, coordination with TxDOT, described in Article 3E, shall not exceed \$450.00.
- G. Total payments for expenses, costs, and services shall not exceed \$22,750.00.
- H. Nothing contained in this article shall require Town to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. Town shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which Town may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

5. OWNERSHIP OF DOCUMENTS

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

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

6. SERVICES BY TOWN

Town shall provide the following services under this Contract:

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

7. COMPLETION SCHEDULE

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

Survey	3 weeks
Design	2 weeks
Advertise	3 weeks
Award	3 weeks
Construction	4 weeks
Total	15 weeks

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

8. NOTICE TO PROCEED

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

9. TERMINATION OF CONTRACT

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

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

11. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. The Engineer shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, or place of birth.
- B. If the Engineer fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the Town at its option may do either or both of the following:
- 1) Cancel, terminate, or suspend the contract in whole or in part;
 - 2) Declare the Engineer ineligible for further Town Contracts until he is determined to be in compliance.

12. AMENDMENTS

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

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

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

14. RIGHT OF REVIEW

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

15. CONFLICT OF INTEREST

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

16. CONTRACT PERSONAL

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

17. NOTICES

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

If intended for Pantego, to:

Matthew Fielder
Contact Person

City Manager
Title

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

If intended for Engineer, to:

Bahram Niknam, P.E.
Contact Person

Principal in Charge
Title

Deltatek Engineering
Firm Name

2211 Texas Drive
Address

Irving, Texas 75062
City, State, Zip Code

972-255-9500
Telephone No.

18. INDEPENDENT CONTRACTOR

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

19. INDEMNITY

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

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

20. INSURANCE

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Except for Professional Liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Town, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies. Engineer also agrees to maintain professional liability insurance and commercial general liability coverage in the amounts listed below:

Professional Liability Insurance - \$1 Million per claim/aggregate	
Commercial General Liability Insurance - \$1 Million per claim/aggregate	
Automobile Liability Insurance	
Commercial Auto Liability Policy	\$250,000 Combined Single Limit

21. VENUE

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

22. APPLICABLE LAWS

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

23. GOVERNING LAWS

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

24. LEGAL CONSTRUCTION

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

25. PUBLISHED MATERIAL

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

26. CAPTIONS

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

27. SUCCESSORS AND ASSIGNS

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

28. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereby have executed this agreement in triplicate originals on this date, the ____ day of _____, 2016.

Deltatek Engineering _____

TOWN OF PANTEGO _____

Firm Name



Signature

City Manager

Principal in Charge _____

Director of Public Works

Title

2211 Texas Drive _____

APPROVED AS TO FORM

Address

Irving, Texas 75062 _____

City Attorney

City, State, Zip Code

ATKINS BROS. EQUIP. CO., INC.

P.O. BOX 990 – Midlothian, TX – 76065

Phone - 972/775-7955 - Fax - 972/775-4403 – satkins@ectisp.net

April 7, 2016

Mr. Joel Daugherty
DELTATEK Engineering
2211 Texas Dr.
Irving, TX 75062

Dear Joel,

After our conversation yesterday, I reviewed your and John's concerns with our bid on the Pioneer Pkwy Water Line West Crossover Connection for the Town of Pantego. At this time, I feel that our error on the Alternate Bid, compiled with the possibility that the bid items 9, 12, 13 and 16 may not be utilized in the construction of the project, forces us to withdraw our bid on the aforementioned project. We apologize for any inconvenience.

Sincerely,

Mike

Mike Atkins



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on Resolution 16-08 a resolution of the Town of Pantego, Texas, authorizing an updated list of representatives with the TexPool and TexPoolPrime Texas Local Government Investment Pools.

DATE: April 25, 2016

PRESENTER:

Karen Hollingsworth, Finance Director

BACKGROUND:

Finance personnel are responsible for monitoring cash balances of all Town Bank/Investment Pool accounts and transferring funds between them, as necessary, to ensure appropriate cash flows are available to conduct Town business. This resolution updates the list of Authorized Town Representatives for both the TexPool and TexPool Prime Investment Pools to include the City Manager, Finance Director and AP/Payroll Coordinator.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached resolution.

ATTACHMENTS:

Resolution16-08
TexPool Resolution

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

RESOLUTION 16-08

A RESOLUTION OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO PROVIDE TEXPOOL AND TEXPOOL PRIME WITH AN UPDATED AUTHORIZED LIST OF REPRESENTATIVES.

WHEREAS, the Town of Pantego is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

Section 1 that Participant shall enter into a Participation Agreement to establish an account in its name in TexPool and TexPool Prime, for the purpose of transmitting local funds for investment in TexPool and TexPool Prime.

Section 2 that the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool, and TexPool Prime, and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List the authorized representatives of the Participant. These individuals will be issued Personal Identification Numbers (PIN's) to transact business via the phone with a Participant Services Representative.

1) Matthew Fielder, City Manager
(817) 617-3705 Office
(817) 617-3726 Fax
mfielder@townofpantego.com Email

2) Karen Hollingsworth, Finance Director
(817) 617-3707 Office
(817) 617-3726 Fax
khollingsworth@townofpantego.com
Email

Signature

Signature

3) Erica Williams, Payroll-A/P
(817) 617-3708-1381 Office
(817) 617-3726 Fax
ewilliams@townofpantego.com Email

Signature

List the name the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Karen Hollingsworth, Finance Director

Section 3 that this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool, or TexPool Prime, receives a copy of any such amendment or revocation.

PRESENTED AND PASSED this 25th day of April 2016, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the Town Council of the Town of Pantego, Texas.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.

Name

Title

Phone/Fax/Email

Signature

2.

Name

Title

Phone/Fax/Email

Signature

1. Resolution (continued)

3.
 Name

 Title

 Phone/Fax/Email

 Signature

4.
 Name

 Title

 Phone/Fax/Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

 Title

 Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ day _____, 20 ____.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

 Printed Name*

 Title*

ATTEST

Signature*

 Printed Name*

 Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:
 TexPool Participant Services
 1001 Texas Avenue, Suite 1400
 Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on resolution 16-09 a resolution of the Town of Pantego, Texas, adopting an updated Procurement Policy; and providing for an effective date.

Date: April 25, 2016

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Resolution 16-09 would update the Town's Procurement Policy to increase the City Manager's purchasing authority from \$2,000 to \$5,000, as discussed at the April 11th regular meeting. The changes to the policy can be found on pages 8, 27, 53 and 55.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 16-09

ATTACHMENTS:

Resolution 16-09
Procurement Policy - Revised

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

RESOLUTION NO. 16-09

A RESOLUTION OF THE TOWN OF PANTEGO, TEXAS, ADOPTING AN UPDATED PROCUREMENT POLICY; AND 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 25th day of April 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 No.

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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 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~~\$5,000. Purchases over ~~\$2,000~~\$5,000 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 purpose of this Policy include all professions licensed by the State of Texas such as attorneys, and also include the services defined in Texas Government Code Chapter 2254.002 which states “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,” and also to include Professional Services as defined in the Glossary of this Policy.

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\$5,000 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 – Professional services for the purpose of this Policy include all professions licensed by the State of Texas such as attorneys, and also include the services defined in Texas Government Code Chapter 2254.002 which states “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.”

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

01-339 (Back)
(Rev. 12-02/4)

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

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

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

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

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)

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 \$500,000 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, if 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

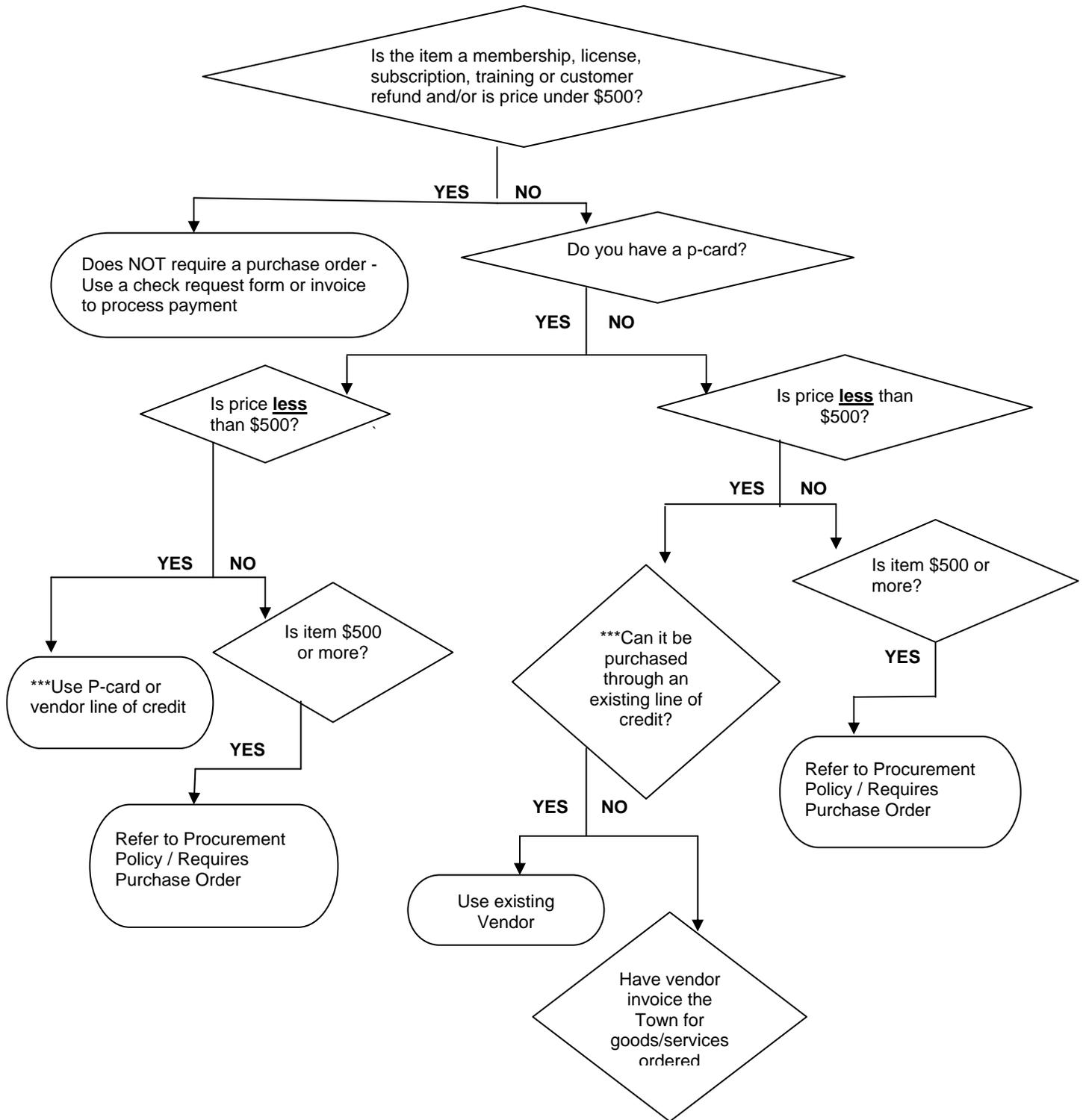
Dollar Amount	Petty Cash	P-Card or Check Request	Purchase Order Required	QUOTES			***Request for Bid ("RFB")	***Request for Proposal ("RFP")	Competitive Sealed Bid/ Proposal	Department Head Approval	City Manager Approval	Town Council Approval
				***Two (2) Informal Quotes	***Three (3) Written Quotes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

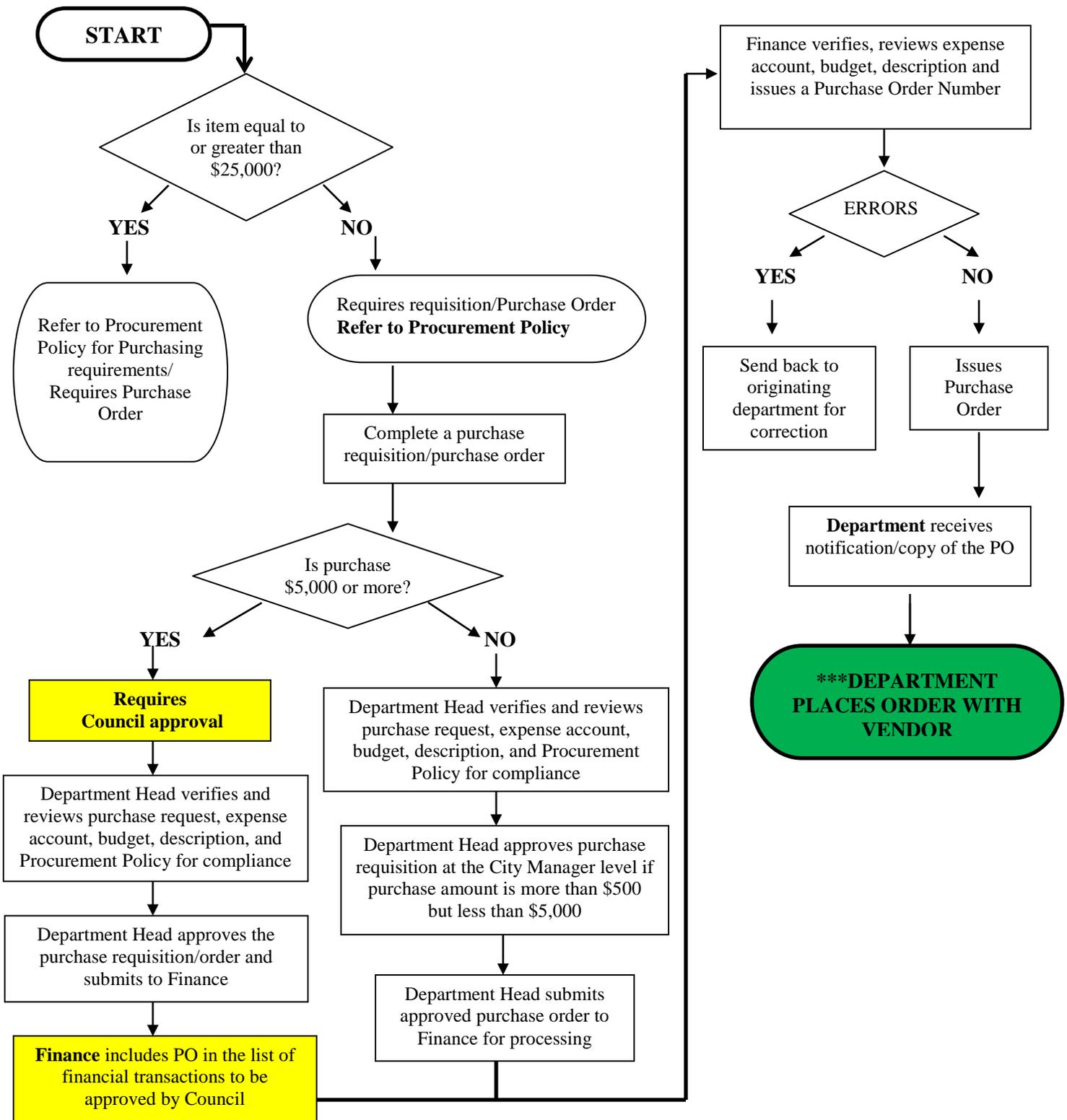


*****Use vendor open line of credit accounts when already established. These accounts include Office Depot, Westlake ACE Hardware Store, Home Depot, Staples, Bass Printing, etc. The Town receives better pricing when using these accounts and we are directly billed for the goods ordered.**

**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: _____



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct and consider action on the approval of the Budget Calendar for Fiscal Year 2016-2017.

DATE: April 25, 2016

PRESENTER:

Matthew Fielder, City Manager

BACKGROUND:

Staff would like to get input and approval from Council regarding Fiscal Year 2016-2017 Budget Calendar.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve budget calendar as presented.

ATTACHMENTS:

Fiscal Year 2016-2017 Budget Calendar

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

JUNE 2016						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY 2016						
S	M	T	W	T	F	S
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2016						
S	M	T	W	T	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- REGULAR TOWN COUNCIL MEETINGS 7:30 p.m.
- BUDGET WORKSESSIONS
- ITEMS HANDLED BY STAFF OR COUNTY
- SPECIAL SESSION MEETING

- July 11** The City Manager delivers the proposed FY 2016-2017 Budget to the Town Council - City Manager's Overview Presentation
File Proposed Budget with City Secretary and Post on Website
- July 18** 1st Budget Work Session -General Fund Discussion: Revenues/Departmental Expenditures presentation and discussion
- July 25** Receive Certified Tax Roll from Tarrant Appraisal District
Calculate Effective and Rollback Tax Rates
- August 1** 2nd Budget Work Session - Special Revenue Funds/Capital Project Funds/Transfers presentation and discussion
- August 3** Publish "Notice of Effective Tax Rate"
- August 8** Present Effective Tax Rate And Roll Back Rate To Town Council
Present Certified Appraisal Roll from Tarrant Appraisal District to Town Council
Present Ad valorem Collection Rate from Tax Assessor Collector to Town Council
Preliminary Determination of Tax rate
Vote to schedule Public Hearings for August 22, 2016 and August 29, 2016 on Tax Rate Increase
- August 10** Publish "Notice of Public Hearing" August 22, 2016 and August 29, 2016 (50-197) (1st 1/4 page)
Includes date of vote on September 12, 2016
- August 15** 3rd Budget Work Session - Water & Sewer Funds presentation and discussion
- August 17** Publish "Notice of Tax Revenue Increase" (50-198) (2nd 1/4 page)
Includes date of vote on September 12, 2016
- August 22** 4th Budget Work Session - Budget Recap
1st Public Hearing on Proposed Budget
1st Public Hearing on Tax Increase (Decrease)
- August 29** 2nd Public Hearing on Proposed Budget
2nd Public Hearing on Tax Increase (Decrease)
1st Reading of Ordinance adopting Budget
1st Reading of Ordinance adopting Tax Rate
- September 12** Final Reading of Ordinance adopting Budget
Final Reading of Ordinance adopting Tax Rate
- September 15** File Tax rate with County
- September 30** Final budget as adopted submitted to Town Council.
Adopted budget to be posted on the Town's website.

Note: All dates MUST meet the "Truth In Taxation" Requirements



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on the cancellation of the regularly scheduled council meeting for May 23, 2016 and the scheduling of a special council meeting on May 16, 2016 for the purpose of canvassing the election and delivering the Oath of Office to the elected candidates.

Date: April 25, 2016

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

According to the Texas Election Code the canvass of the election is not made earlier than the 3rd day, if there are not any unprocessed provisional ballots, or later than the 11th day after Election Day, at a time set by the mayor. The Code also states a certificate of election is issued to each candidate who is declared elected, "in the same manner and at the same time as provided for a candidate elected, "in the same manner and at the same time as provided for a candidate elected at the election". [EC §2.053(c)] Candidates elected through cancellation must take the oaths of office the same as candidates elected at an election.

The Municipal General Election will be held on May 7, 2016. The canvassing period for the election is May 11th through May 18th. Historically, the Council has canceled the second meeting in May for this purpose.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends a special meeting on Monday, May 16, 2016 for the purpose to canvass the election and deliver the oath of offices.

ATTACHMENTS:

None.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a presentation from Collier Consulting on recommendations and future maintenance strategies for the Town's water wells.

Date: April 25, 2016

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

The Town has an agreement with Collier Consulting for a well monitoring program. Their services provide quarterly monitoring of the Town's water wells to measure the following well performance metrics:

- Production rates
- Static water levels
- Pumping water levels
- Field water quality measurements
- Wire to water efficiency
- Sand production

In coordination with staff, Collier Consulting will present a summary of their quarterly reports and discuss any potential maintenance concerns or recommendations. In addition, staff has asked Collier to further discuss the scope and cost for them to represent the Town at the Northern Trinity GCD meetings and provide a summary report along with answering questions via phone or email.

FISCAL IMPACT:

\$1,200/Yr

RECOMMENDATION:

Direction from Council

ATTACHMENTS:

2016 Q1 Well Evaluation
Collier Consulting Proposal – April 8, 2015

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



TOWN OF PANTEGO

**Public Water Supply
Quarterly Well Evaluations
&
Inspections**

PWS no.: 2200066

January 28, 2016



P.O. Box 1137
590 E. South Loop
Stephenville, TX 76401
Office: (254) 968-8741
Fax: (254) 968-8725
Cell: (254) 592-1883
TBPE: F-8170

Texas HUB & NCTRCA/SCTRCA WBE Firm
www.collierconsulting.com

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2. 303 Trinity Well Title Page
3. 303 Trinity Well Inspection Readings
4. 303 Trinity Well Graphs
5. Lane Paluxy Well Title Page
6. Lane Paluxy Well Inspection Readings
7. Lane Paluxy Well Graphs
8. Lane Trinity Well Title Page
9. Lane Trinity Well Inspection Readings
10. Lane Trinity Well Graphs
11. Nora Paluxy Well Title Page
12. Nora Paluxy Well Inspection Readings
13. Nora Paluxy Well Graphs

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- 15. Stolper East Paluxy Well Inspection Readings
- 16. Stolper East Paluxy Well Graphs
- 17. Stolper West Trinity Well Title Page
- 18. Stolper West Trinity Well Inspection Readings
- 19. Stolper West Trinity Well Graphs

TO: Scott Williams, Town of Pantego

FROM: Matt Van Hattem
Hughbert Collier, Ph.D., P.G.

DATE: March 10, 2016

SUBJECT: Evaluation and Recommendations
For Public Water Supply Wells



Water Well Inspections

Collier Consulting, Inc. (CCINC) staff conducted pump tests, inspections, and evaluations of 6 wells on January 28, 2016 for the Town of Pantego. The following wells were inspected and evaluated:

1. 303 Trinity Well.
2. Lane Paluxy Well.
3. Lane Trinity Well.
4. Nora Paluxy Well.
5. Stolper East Paluxy Well
6. Stolper West Trinity Well.

Of the six wells, one well could not be tested. The Stolper East Paluxy Well was not in operation and only a static water level was recorded.

303 Trinity Well

Test Results

The 303 Trinity well was tested and the efficiency was evaluated. The pump and motor continues to operate within 25% of theoretical efficiency. Production has remained consistent since CCINC tested this well in 2010. The static water level is consistent with the October 2015 reading. The phase imbalance was at 1.2% at full load. This is below the max phase imbalance limit of 5.0% listed by the motor manufacture. Several Bacteria Activity Reaction Tests (BART) were performed. The Slime Forming Bacteria (SLYM) is classified as not aggressive. The Iron Related Bacteria (IRB) is classified as aggressive. The Sulfate Reducing Bacteria (SRB) is classified as moderate. (Please see the well reading sheets for more details). A field water quality test was also performed and resulted in 1,484 μ conductivity and 8.36ph.

Recommendations

The well is performing within optimal levels and no changes to improve well efficiency are recommended at this time.

CCINC recommends the following steps be taken at the well:

1. Electrical cable has exposed wire notes which pose an electrical hazard. A junction box is recommended and the exposed wire be placed in flexible conduit.
2. There is not a pressure relief valve on the discharge.
3. The top plate on the well head is not sealed against outside contaminates (TCEQ Rule Violation).

Lane Paluxy Well

Test Results

The Lane Paluxy Well was tested and the efficiency was evaluated. CCINC crew plumbed the well and installed a production meter. They were able to perform an accurate efficiency test. The plumbing installed by CCINC isolated the well from the system and bypassed the installed meter. The extra plumbing was removed by CCINC and the well was returned to normal operation. The pump and motor is operating at 29% efficiency. Production is approximately half of the production recorded when CCINC tested this well in 2010. The phase imbalance is at 5.3% at full load. This is slightly above the max phase imbalance limit of 5.0% listed by the motor manufacture. This phase imbalance continues to be above 5%. We will continue to monitor the amps on this well.

Several Bacteria Activity Reaction Tests (BART) were performed. The Slime Forming Bacteria (SLYM) is classified as moderate. The Iron Related Bacteria (IRB) is classified as aggressive. The Sulfate Reducing Bacteria (SRB) is classified as moderate. (Please see the well reading sheets for more details). A field water quality test was also performed and resulted in 1,050 μ conductivity and 8.99ph.

Recommendations

CCINC recommends the following steps be taken at the well:

1. CCINC has recommended a change in the plumbing that will enable an accurate well evaluation. The Town of Pantego operators stated that this was possible without too much expense. They will have the plumbing changes made before the next visit by CCINC.
2. Cleaning and treating the well by using physical and chemical processes (Rehabilitate the Well).

3. The Town of Pantego should have an electrician investigate the phase imbalance and recommend changes that will bring the amps within limits.
4. The specific capacity has dropped from 2.1 in 2010 to 1. The decrease in specific capacity is an indication the well could be a candidate for well rehabilitation. CCINC recommends the pump be pulled and a video log be performed to access the condition of the well and screens.

Lane Trinity Well

Test Results

The Lane Trinity Well was tested and the efficiency was evaluated. The well was tested while pumping to the ground. The Town of Pantego operators installed a sample tap and bypass. CCINC was able to perform an accurate well evaluation. The pump and motor continues to operate at theoretical efficiency. Production has remained consistent since CCINC tested this well in 2010. The static water level is consistent with the October 2015 reading. The phase imbalance was at 2.7% at full load. Although this is below the max phase imbalance limit of 5.0% listed by the motor manufacture, the readings fluctuated and it was difficult to get an accurate amperage reading. Several Bacteria Activity Reaction Tests (BART) were performed. The Slime Forming Bacteria (SLYM) is classified as not aggressive. The Iron Related Bacteria (IRB) is classified as moderate. The Sulfate Reducing Bacteria (SRB) is classified as moderate. (Please see the well reading sheets for more details). A field water quality test was also performed and resulted in 1,470 μ conductivity and 8.59ph.

Recommendations

1. The well is performing within optimal levels and no changes to improve well efficiency are recommended at this time. CCINC has no recommendations at this time.
2. The production meter would not operate at the first of the test. The dial finally started registering but was showing a higher production than in the past. CCINC recommends that the meter be pulled and cleaned.

Nora Paluxy Well

Test Results

The Nora Paluxy Well was tested and the efficiency was evaluated. The pump and motor are operating at 25% efficiency. Production has remained consistent since CCINC tested this well in 2010. The phase imbalance was at 2.0% at full load. This is below the max phase imbalance limit of 5.0% listed by the motor manufacture. A field conductivity test was performed on site. Several Bacteria Activity Reaction Tests (BART) were performed. The Slime Forming Bacteria (SLYM) is classified as not aggressive. The Iron Related Bacteria (IRB) is classified as moderate. The Sulfate Reducing Bacteria (SRB) is classified as moderate. (Please see the well reading sheets for more details). A field water quality test was also performed and resulted in 1,470 μ conductivity and 8.59ph.

Recommendations

1. The specific capacity and production have remained consistent. The motor efficiency has remained consistent at 45%. This is 29% below the theoretical efficiency. CCINC would recommend that the pump/motor be pulled and the pump be examined.

Stolper East Paluxy Well

Test Results

The Stolper East Paluxy Well was not tested. The well was out of service for maintenance or repair.

Recommendations

CCINC offers no recommendation at this time. CCINC will perform a complete well evaluation when well is in production.

Stolper West Trinity Well

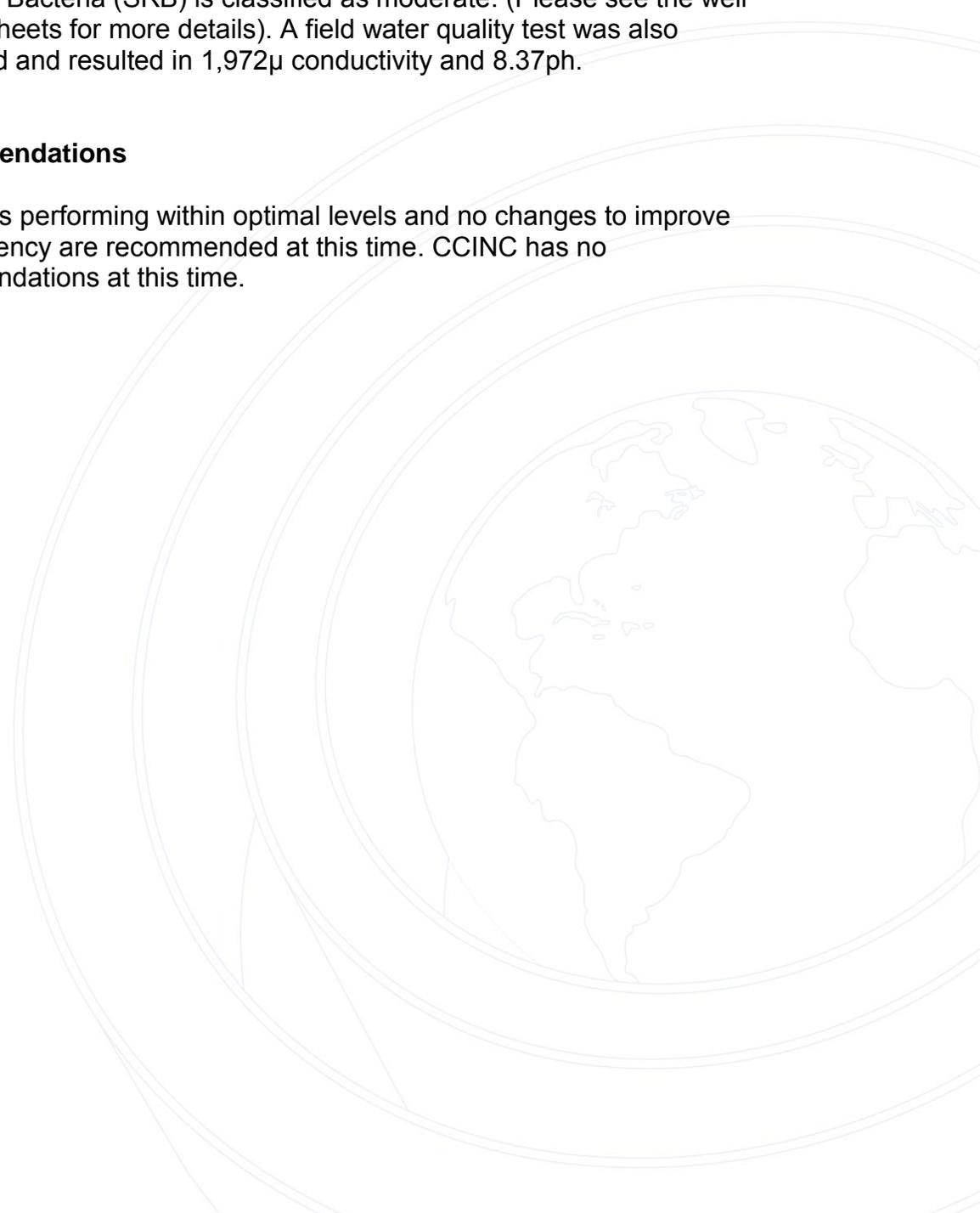
Test Results

The Stolper West Trinity Well was tested and the efficiency was evaluated. The production has remained stable since CCINC tested this well in 2010. The motor is operating at optimal efficiency. The phase imbalance was at 1.9% at full load. This is below the max phase imbalance limit of 5.0% listed by the motor manufacture.

Several Bacteria Activity Reaction Tests (BART) were performed. The Slime Forming Bacteria (SLYM) is classified as not aggressive. The Iron Related Bacteria (IRB) is classified as not aggressive. The Sulfate Reducing Bacteria (SRB) is classified as moderate. (Please see the well reading sheets for more details). A field water quality test was also performed and resulted in 1,972 μ conductivity and 8.37ph.

Recommendations

The well is performing within optimal levels and no changes to improve well efficiency are recommended at this time. CCINC has no recommendations at this time.



Prepared For:



Town of Pantego – 303 Trinity Well

January 28, 2016

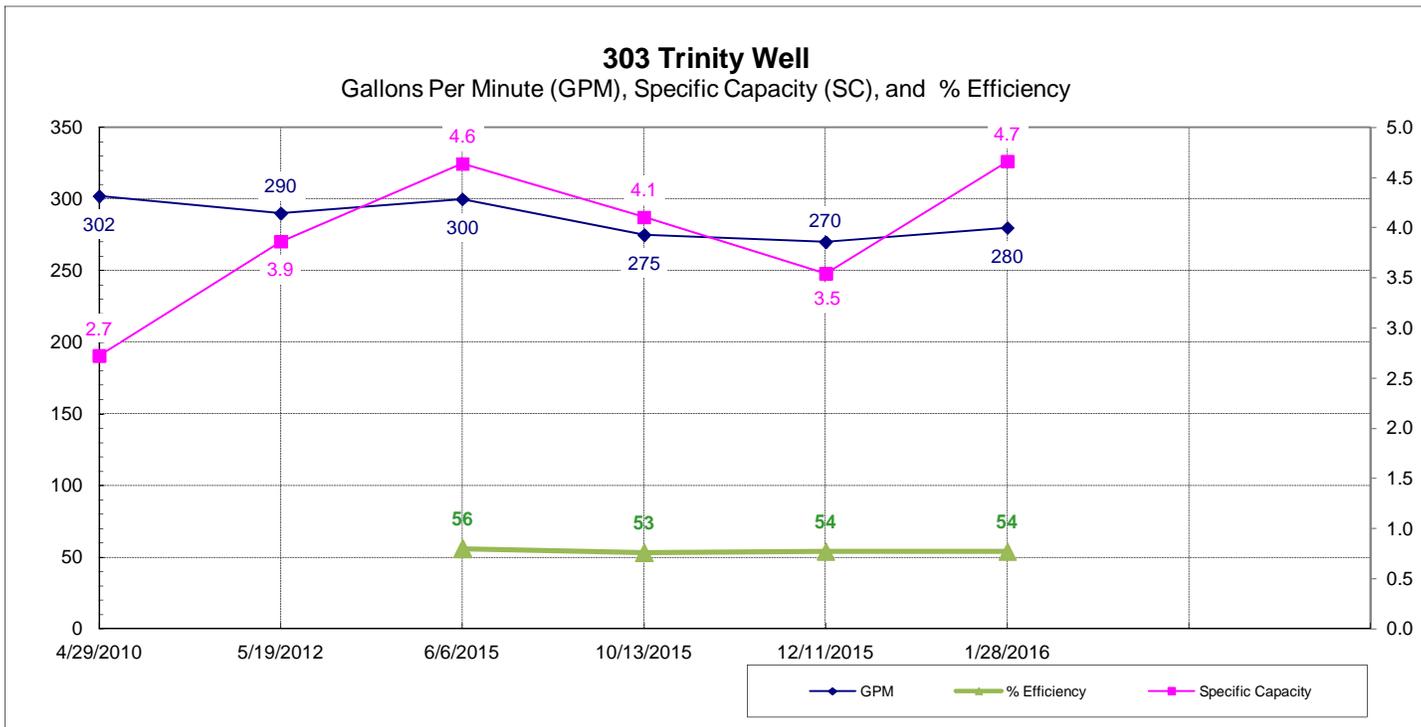
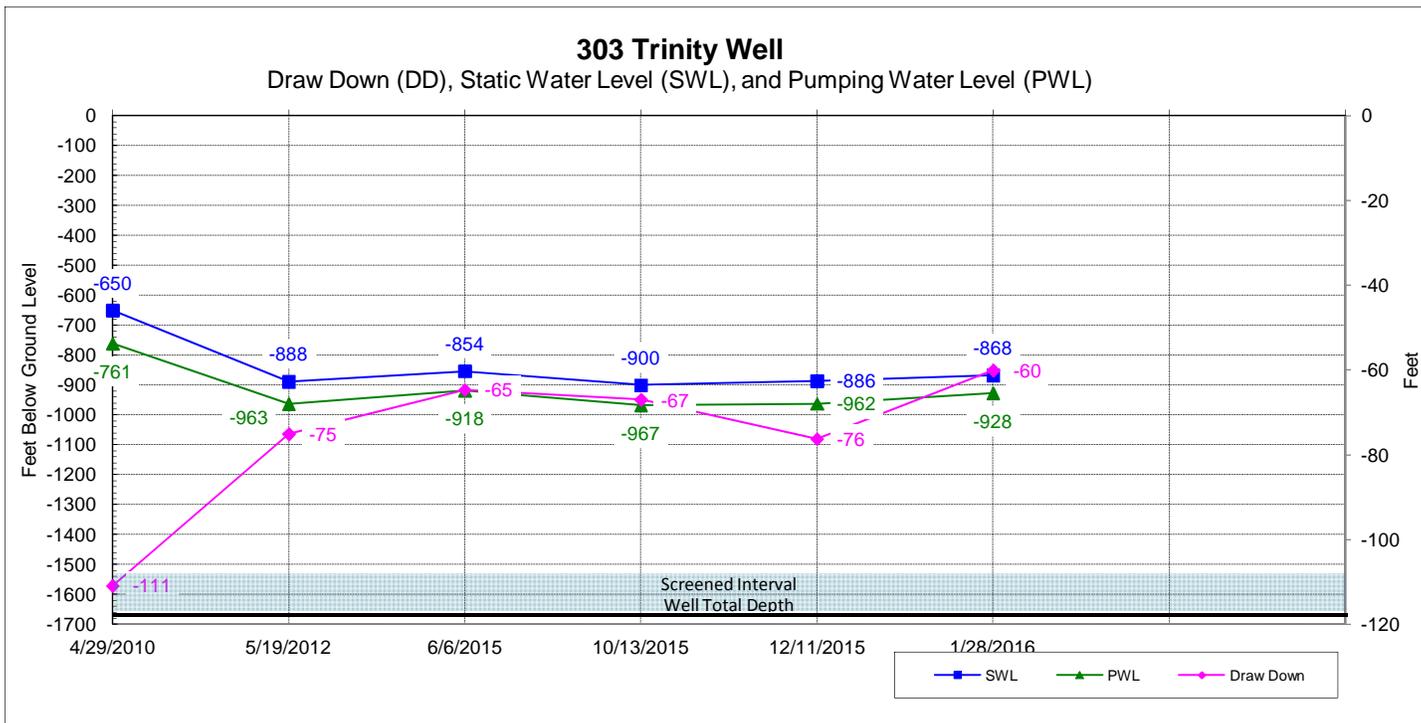
Quarterly Public Water Supply Well Evaluation and Inspection. Tarrant County, TX.



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

Town of Pantego		Well Identifier: 303 Trinity Well		Date: 01/28/16	
Quarterly Inspection Report					
County: Tarrant		PWS No.: 2200066			
GPS Coordinates: Latitude: 32.71003		Longitude: -97.14022			
Production and Operation Data					
Installed Meter: Master Meter 4" MMT 0-1000		Discharge Valve: Ground valve (square key)			
Meter Serial No.: 5528768		Well Running on Arrival: No			
Totalizer Start: 264,702,000		Max Well Production (gpm): 280			
Totalizer End: 264,712,000					
Total Gallons Pumped: 10,000		Target Aquifer: Trinity			
Pump/Motor Data					
Pump Type: Submersible		HP: 125			
Total Depth of Well (feet): 1,670		Volts: 460			
Pump Setting (ft BGL): 1,020		Column Pipe Diameter (inches): 4			
Quarterly Performance Test Data					
SWL (airline PSI): 66		SWL (feet below ground level): 868			
SWL (feet above pump): 152		PWL (feet below ground level): 928			
Length of Test (minutes): 25		Drawdown (feet below ground level): 60			
Test Times & Duration: 0955		1005		1020	
Discharge Pressure (psi): 25		35		40	
Production Rates (gpm): 280		275		270	
PWL (psi reading): 40		39		38	
PWL (feet above pump) 92		90		88	
Drawdown 60		62		65	
Specific Capacity 4.7		4.4		4.2	
TDH (Fluid Head) 1179		1202		1214	
Water Horsepower 83		83		83	
HP Input 121		107		107	
Actual Efficiency (%) 54		62		61	
Theoretical Efficiency (%) 78		79		79	
Electrical Data					
Amp Readings (3 legs) 146/145/143		144/145/141		144/142/141	
Amp Average 145		144		142	
Phase Imbalance: 1.2%		0.7%		0.9%	
Sub Monitor (amps): 142/143/140		142/143/140		142/143/140	
Phase Imbalance: 1.2%		1.2%		1.2%	
Voltage (1 to 2) 494		494		494	
Voltage (1 to 3) 490		490		490	
Voltage (2 to 3) 489		489		489	
Voltage (average) 491		491		491	
Hertz 59.9		59.9		59.9	
Electrical Power Available: Delta 3 ph		Number of Transformers: 3		Transformers (kva): 75	
Additional Data					
Brass Detected (ml): None Noted		Abnormal Vibration: No			
Sand Detected (ml): None Noted		Abnormal Noise: No			
Motor Controls: OK		Seal Block: good			
Wiring/Conduit: * See notes		Vent Screen: good			
Sequestering/Chemical Injection		Air Line: good			
Gas Cylinders Chlorine		Sample Tap: Yes			
		Fencing/Gates: OK			
Water Quality Field Test					
BART Test		Notes and Observations			
Slime Forming Bacteria (SLYM):		Not Aggressive - Less Than 100 (cfu/mL)			
Iron Related Bacteria (IRB):		Aggressive between 9,000 and 2,200 (cfu/ml)			
Sulfate Reducing Bacteria (SRB):		Moderate - Between 1,200 to 200 (cfu/ml)			
Remarks: GST level on arrival 27'.					
Discharge water field readings: 1484µ, 8.36ph. Sample tap does not have an anti-siphoning device.					
Electrical cable to the well needs a junction box with conduit. There are exposed wire nuts near the well head. Collier tech installed a sample tap.					
The discharge pressure on the test was reduced in an effort not to break the chlorine line. The chlorine line was intact when I left the site.					
There is not a pressure relief valve at the well discharge. The top plate on the well is not sealed from outside debris, e.g. bugs, rain, etc.					
Pump/Motor information:					
Motor: Franklin 2391056004 - 3ph - 125 hp - 460 volt - 167/188 amp - 60 hz - SF 1.15 - KVA code K. (5-1-12).					
Pump: Goulds GG6CH - 18-4.224. (5-1-12).					
Inspected By: Steve Stone / Ethan Bandy			Inspection Witness:		
					

Town Of Pantego Public Water Supply System



Prepared For:



Town of Pantego – Lane Paluxy Well

January 28, 2016

Quarterly Public Water Supply Well Evaluation and Inspection. Tarrant County, TX.



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Stephenville, TX 76401
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Quarterly Inspection Report

County:	Tarrant	PWS No.:	2200066
GPS Coordinates:	Latitude: 32.71088	Longitude:	-97.16229

Production and Operation Data

Installed Meter:	Master Meter 3" MMT 0-100	Discharge Valve:	No discharge restriction valve noted.
Meter Serial No.:	5528787	Well Running on Arrival:	No
Totalizer Start:	56,025,700	Max Well Production (gpm):	69
Totalizer End:			
Total Gallons Pumped:		Target Aquifer:	Paluxy

Pump/Motor Data

Pump Type:	Submersible	HP:	25
Total Depth of Well (feet):	780	Volts:	460
Pump Setting (ft BGL):	699	Column Pipe Diameter (inches):	3

Quarterly Performance Test Data

SWL (airline PSI):	60	SWL (feet below ground level):	560
SWL (feet above pump):	139	PWL (feet below ground level):	630
Length of Test (minutes):	45	Drawdown (feet below ground level):	69
Test Times & Duration:	1140	1155	1225
Discharge Pressure (psi):	15	22	35
Production Rates (gpm):	69	54	37
PWL (psi reading):	30	34	38
PWL (feet above pump)	69	79	88
Drawdown	69	60	51
Specific Capacity	1.0	0.9	0.7
TDH (Fluid Head)	603	619	649
Water Horsepower	11	8	6
HP Input	22	22	21
Actual Efficiency (%)	29	24	18
Theoretical Efficiency (%)	60	60	60

Electrical Data

Amp Readings (3 legs)	32/33/30	31/32/30	29/30/28
Amp Average	32	31	29
Phase Imbalance:	5.3%	3.2%	3.4%
Sub Monitor (amps):	32/33/31	31/32/30	31/32/30
Phase Imbalance:	3.1%	3.2%	3.2%
Voltage (1 to 2)	495	495	479
Voltage (1 to 3)	493	493	476
Voltage (2 to 3)	494	494	470
Voltage (average)	494	494	475
Hertz	60	60	60
Electrical Power Available:	Delta 3 ph	Number of Transformers:	3
		Transformers (kva):	25

Additional Data

Brass Detected (ml):	None Detected	Abnormal Vibration:	No
Sand Detected (ml):	None Detected	Abnormal Noise:	No
Motor Controls:	OK	Seal Block:	good
Wiring/Conduit:	OK	Vent Screen:	good
Sequestering/Chemical Injection		Air Line:	yes
Gas Cylinders	Chlorine	Sample Tap:	yes
		Fencing/Gates:	OK

Water Quality Field Test

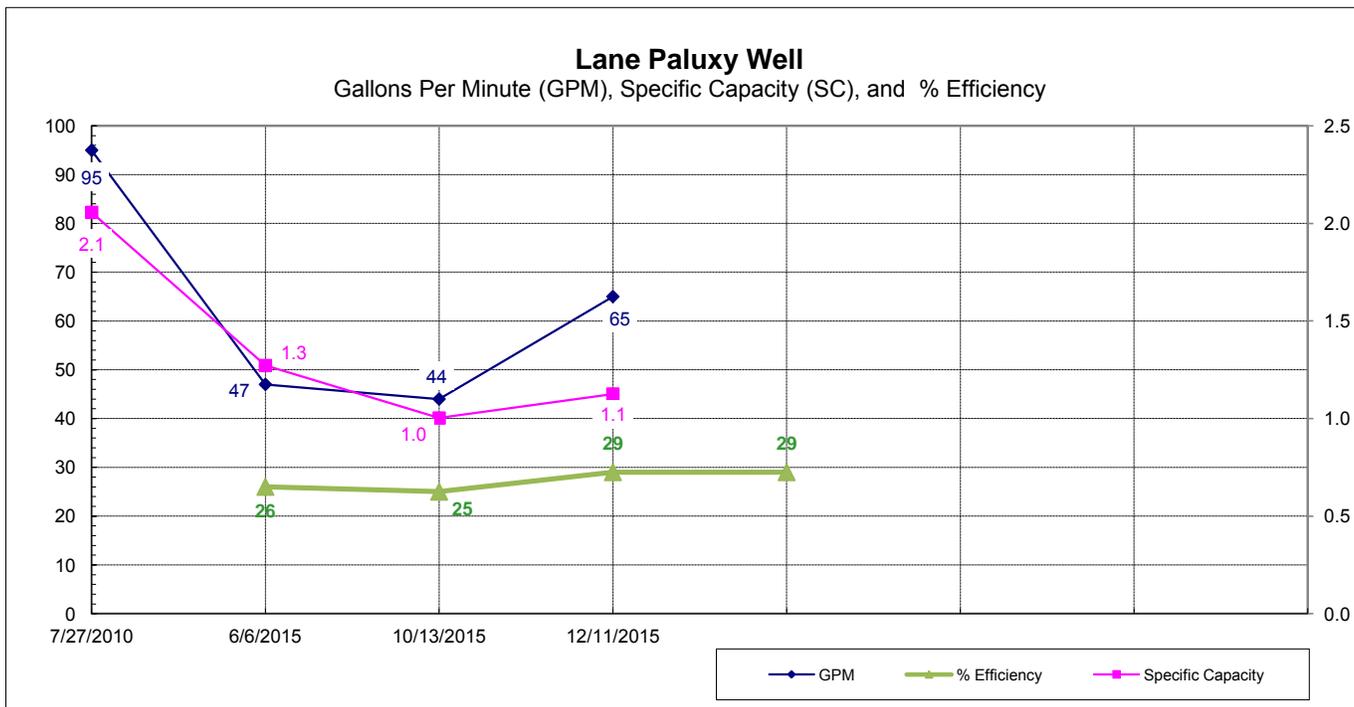
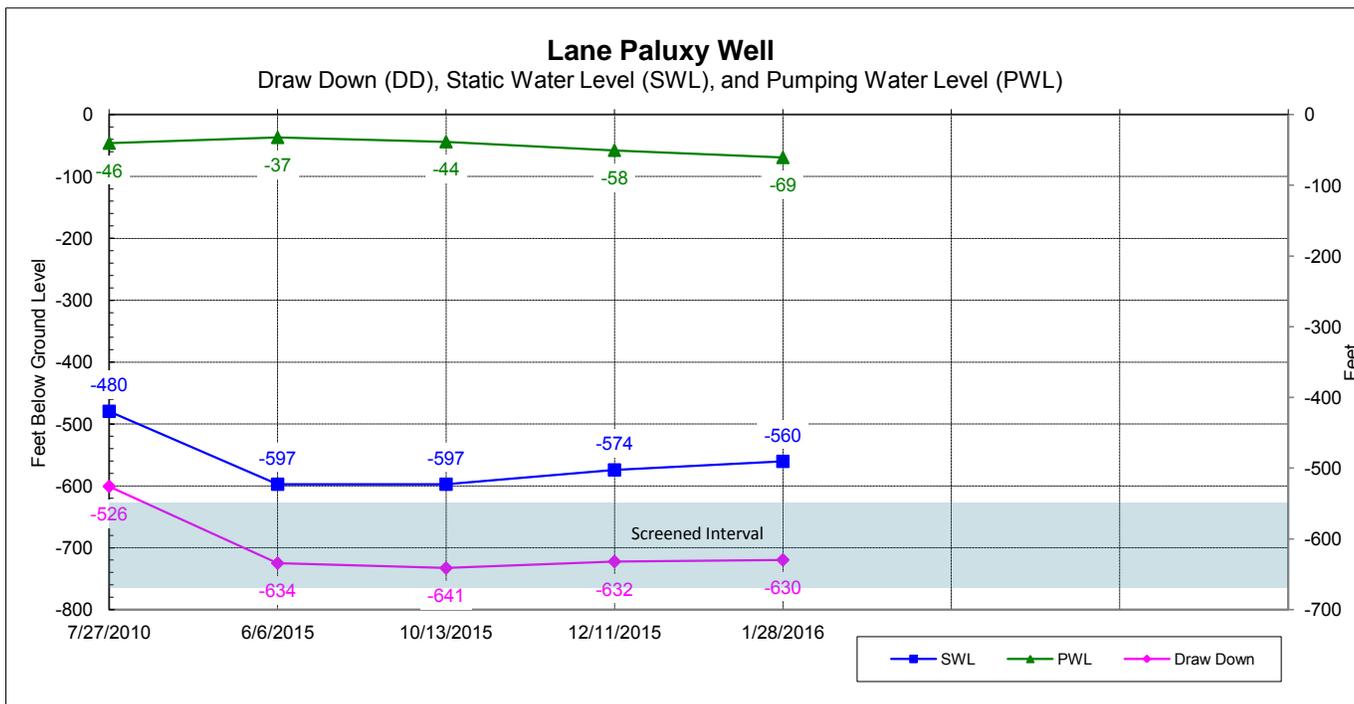
BART Test	Notes and Observations
Slime Forming Bacteria (SLYM):	Moderate - Less Than 500 (cfu/ml)
Iron Related Bacteria (IRB):	Aggressive between 9,000 and 2,200 (cfu/ml)
Sulfate Reducing Bacteria (SRB):	Moderate - Between 1,200 to 200 (cfu/ml)

Remarks:

Discharge water field readings: 1050µ, 8.99ph.
 There was not a discharge valve noted. Submonitor tripped to overheat, but the pump continued to run.
 Collier tech installed a discharge valve and flow meter to perform test.
 The discharge gauge is damaged. Collier tech installed a temporary gauge.
Pump/Motor information:
 Motor: Franklin 2361166010, 25hp., 460v, 3ph, 37.5/41.0 amps. (5-10-02).
 Pump: Crown S6-75 - 11 stage pump. (5-10-02).
 Inspected By: Steve Stone / Ethan Bandy Inspection Witness:



Town Of Pantego Public Water Supply System



Prepared For:



Town of Pantego – Lane Trinity Well

January 28, 2016

Quarterly Public Water Supply Well Evaluation and Inspection. Tarrant County, TX.



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Quarterly Inspection Report

County:	Tarrant	PWS No.:	2200066
GPS Coordinates:	Latitude: 32.71097	Longitude:	-97.16212

Production and Operation Data

Installed Meter:	Master Meter 6" MMT 0-1000	Discharge Valve:	Yes
Meter Serial No.:	6167362	Well Running on Arrival:	No
Totalizer Start:	772,970,000	Max Well Production (gpm):	460
Totalizer End:	772,991,000		
Total Gallons Pumped:	21,000	Target Aquifer:	Trinity

Pump/Motor Data

Pump Type:	Submersible	HP:	150
Total Depth of Well (feet):	1,560	Volts:	460
Pump Setting (ft BGL):	1,170	Column Pipe Diameter (inches):	6

Quarterly Performance Test Data

SWL (airline PSI):	120	SWL (feet below ground level):	893
SWL (feet above pump):	277	PWL (feet below ground level):	916
Length of Test (minutes):	35	Drawdown (feet below ground level):	23
Test Times & Duration:	1205	1220	1240
Discharge Pressure (psi):	15	30	40
Production Rates (gpm):	460	460	460
PWL (psi reading):	110	110	108
PWL (feet above pump)	254	254	249
Drawdown	23	23	28
Specific Capacity	19.9	19.9	16.6
TDH (Fluid Head)	960	995	1018
Water Horsepower	112	116	118
HP Input	120	120	120
Actual Efficiency (%)	73	76	79
Theoretical Efficiency (%)	79	79	80

Electrical Data

Amp Readings (3 legs)	203/203/195	204/189/182	194/186/179
Amp Average	200	192	186
Phase Imbalance:	2.7%	5.0%	3.9%
Sub Monitor (amps):	N/A	N/A	N/A
Phase Imbalance:	N/A	N/A	N/A
Voltage (1 to 2)	455	455	455
Voltage (1 to 3)	456	456	456
Voltage (2 to 3)	460	460	460
Voltage (average)	457.0	457.0	457.0
Hertz	59.9	59.9	59.9
Electrical Power Available:	Delta 3 ph	Number of Transformers:	3
		Transformers (kva):	75

Additional Data

Brass Detected (ml):	None noted	Abnormal Vibration:	No
Sand Detected (ml):	None noted	Abnormal Noise:	No
Motor Controls:	OK	Seal Block:	good
Wiring/Conduit:	OK	Vent Screen:	good
Sequestering/Chemical Injection		Air Line:	Yes - 2 airlines installed.
Gas Cylinders	Chlorine	Sample Tap:	Yes
		Fencing/Gates:	OK

Water Quality Field Test

BART Test	Notes and Observations
Slime Forming Bacteria (SLYM):	Not Aggressive - Less Than 100 (cfu/mL)
Iron Related Bacteria (IRB):	Moderate - between 2,200 to 25 (cfu/mL)
Sulfate Reducing Bacteria (SRB):	Moderate - Between 1,200 to 200 (cfu/ml)

Remarks:

Discharge water field readings: 1,474µ, 8.59ph.
 Pantego operators installed a sample tap. The well was isolated from the booster pumps and discharged to the ground.
*** NOTE: Production meter was erradict. The meter would stop and start. The GPM recorded may not be accurate. GPM is estimated.**
 The amp reading on the meter was very unstable. The readings jumped around as much as 10 amps + or -. I had to a number in the middle.

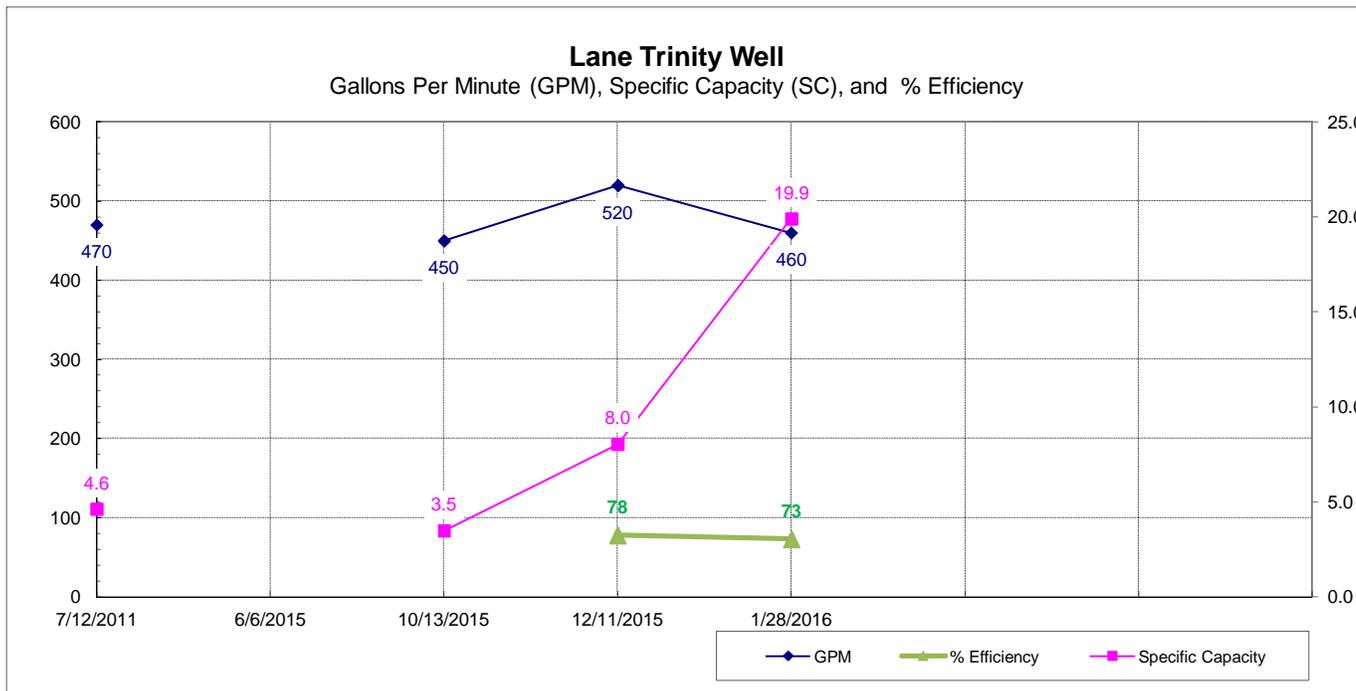
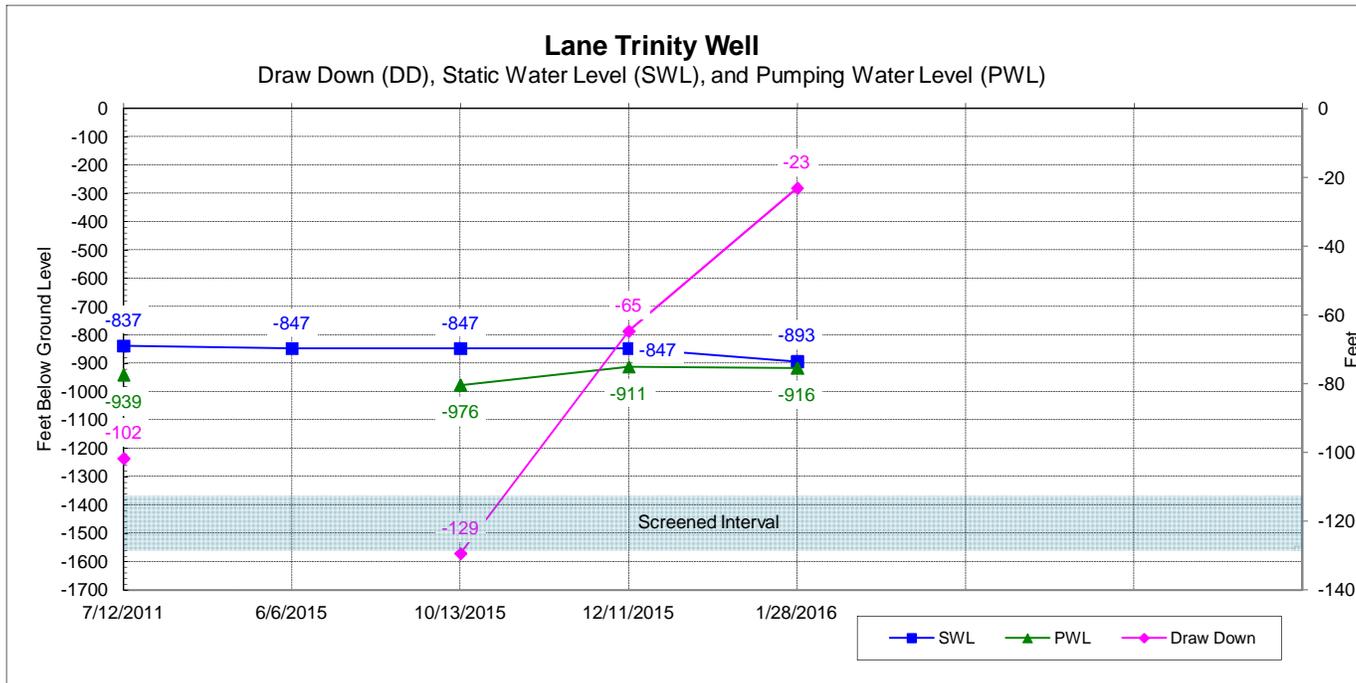
Pump/Motor information:

Motor: Franklin 279106004 S/N 11F19-20-080309-8331660902, 150hp., 3 ph, 460v, 3525rpm. (7-12-11).
 Pump: Goulds GG7CH 10 stage, Model 8 500 1024.50, S/N 3H4E870611. (7-12-11).

Inspected By: Steve Stone/Ethan Bandy Inspection Witness:



Town Of Pantego Public Water Supply System



Prepared For:



Town of Pantego – Nora Paluxy Well

January 28, 2016

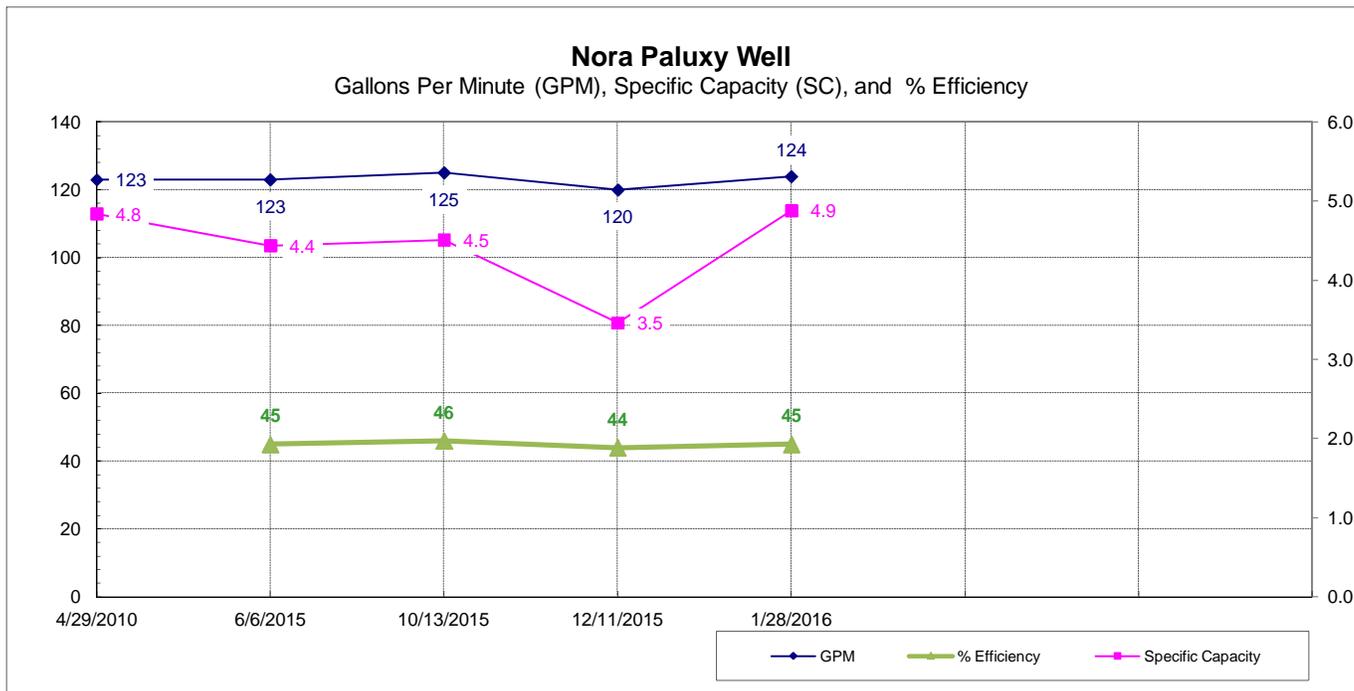
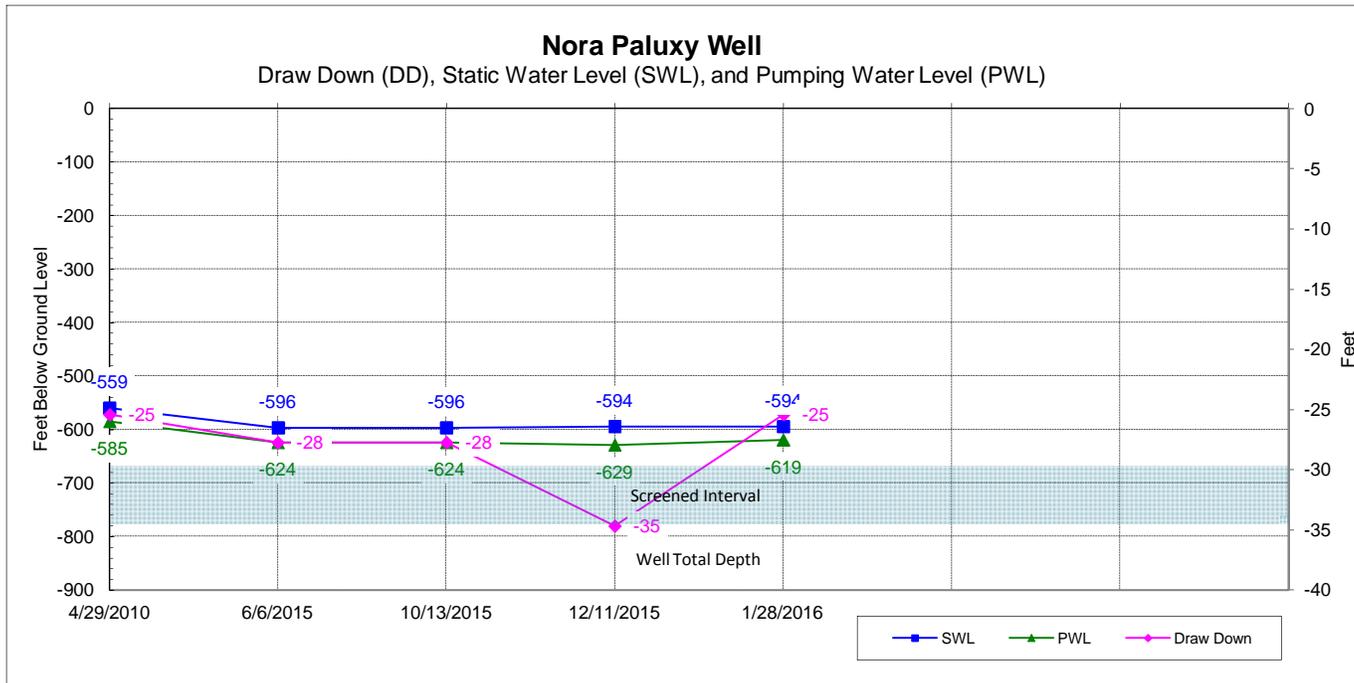
Quarterly Public Water Supply Well Evaluation and Inspection. Tarrant County, TX.



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Town of Pantego		Well Identifier: Nora Paluxy Well		Date: 01/28/16	
Quarterly Inspection Report					
County: Tarrant		PWS No.: 2200066			
GPS Coordinates: Latitude: 32.71999		Longitude: -97.16006			
Production and Operation Data					
Installed Meter: Master Meter 3" MMT 0-100		Discharge Valve: Yes			
Meter Serial No.: 5527944		Well Running on Arrival: Yes			
Totalizer Start: 65,716,900		Max Well Production (gpm): 124			
Totalizer End: 65,720,200					
Total Gallons Pumped: 3,300		Target Aquifer: Paluxy			
Pump/Motor Data					
Pump Type: Submersible		HP: 50			
Total Depth of Well (feet): 800		Volts: 460			
Pump Setting (ft BGL): 698		Column Pipe Diameter (inches): 3			
Quarterly Performance Test Data					
SWL (airline PSI): 45		SWL (feet below ground level): 594			
SWL (feet above pump): 104		PWL (feet below ground level): 619			
Length of Test (minutes): 20		Drawdown (feet below ground level): 25			
Test Times & Duration: 1455		1505		1515	
Discharge Pressure (psi): 74		98		104	
Production Rates (gpm): 124		103		96	
PWL (psi reading): 34		36		38	
PWL (feet above pump): 79		83		88	
Drawdown: 25		21		16	
Specific Capacity: 4.9		5.0		5.9	
TDH (Fluid Head): 814		837		851	
Water Horsepower: 25		22		21	
HP Input: 42		42		42	
Actual Efficiency (%): 46		39		37	
Theoretical Efficiency (%): 75		75		75	
Electrical Data					
Amp Readings (3 legs): 50/52/51		48/50/49		48/50/49	
Amp Average: 51		49		49	
Phase Imbalance: 2.0%		2.0%		2.0%	
Sub Monitor (amps): 50/52/51		50/52/51		50/52/51	
Phase Imbalance: 2.0%		2.0%		2.0%	
Voltage (1 to 2): 481		481		481	
Voltage (1 to 3): 480		480		480	
Voltage (2 to 3): 483		483		483	
Voltage (average): 481		481		481	
Hertz: 59.9		59.9		59.9	
Electrical Power Available: Delta 3 ph		Number of Transformers: 3		Transformers (kva): 25	
Additional Data					
Brass Detected (ml): 0 ml.		Abnormal Vibration: No			
Sand Detected (ml): 0.5 ml.		Abnormal Noise: No			
Motor Controls: OK		Seal Block: * See Remarks			
Wiring/Conduit: OK		Vent Screen: good			
Sequestering/Chemical Injection		Air Line: Yes			
Gas Cylinders: Chlorine		Sample Tap: Yes			
		Fencing/Gates: OK			
Water Quality Field Test					
BART Test		Notes and Observations			
Slime Forming Bacteria (SLYM):		Not Aggressive - Less Than 100 (cfu/mL)			
Iron Related Bacteria (IRB):		Moderate - between 2,200 to 25 (cfu/mL)			
Sulfate Reducing Bacteria (SRB):		Moderate - Between 1,200 (cfu/ml)			
Remarks:					
Discharge water field testing: 1,078µ, 8.62ph.					
3 inch bypass should be plumb to face down with a screen placed over the end. There is mold building up inside the pipe.					
Water collects around the base of the concrete supporting the discharge pipe.					
Pump/Motor information:					
Motor: Franklin 50 hp., 460 volt, 3ph., 6 " motor. (6-8-07).					
Pump: Wolf 6LM-6V 14 stage pump. (6-8-07).					
Inspected By: Steve Stone			Inspection Witness:		
					

Town Of Pantego Public Water Supply System



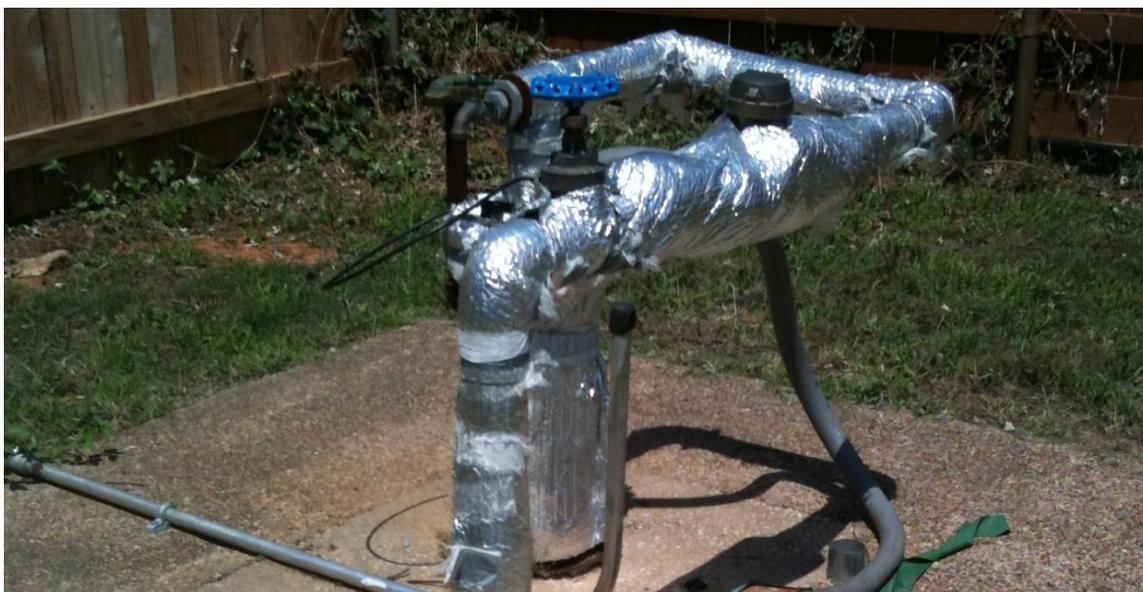
Prepared For:



Town of Pantego – Stolper East Paluxy

January 28, 2016

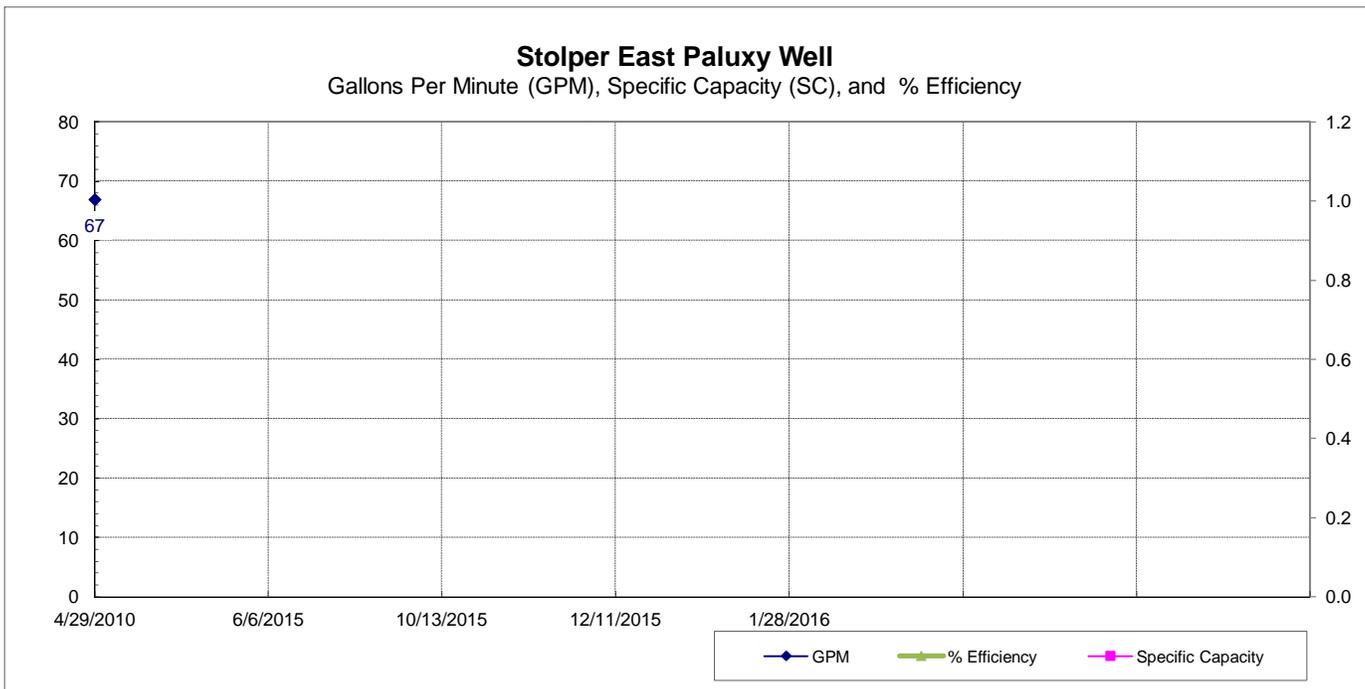
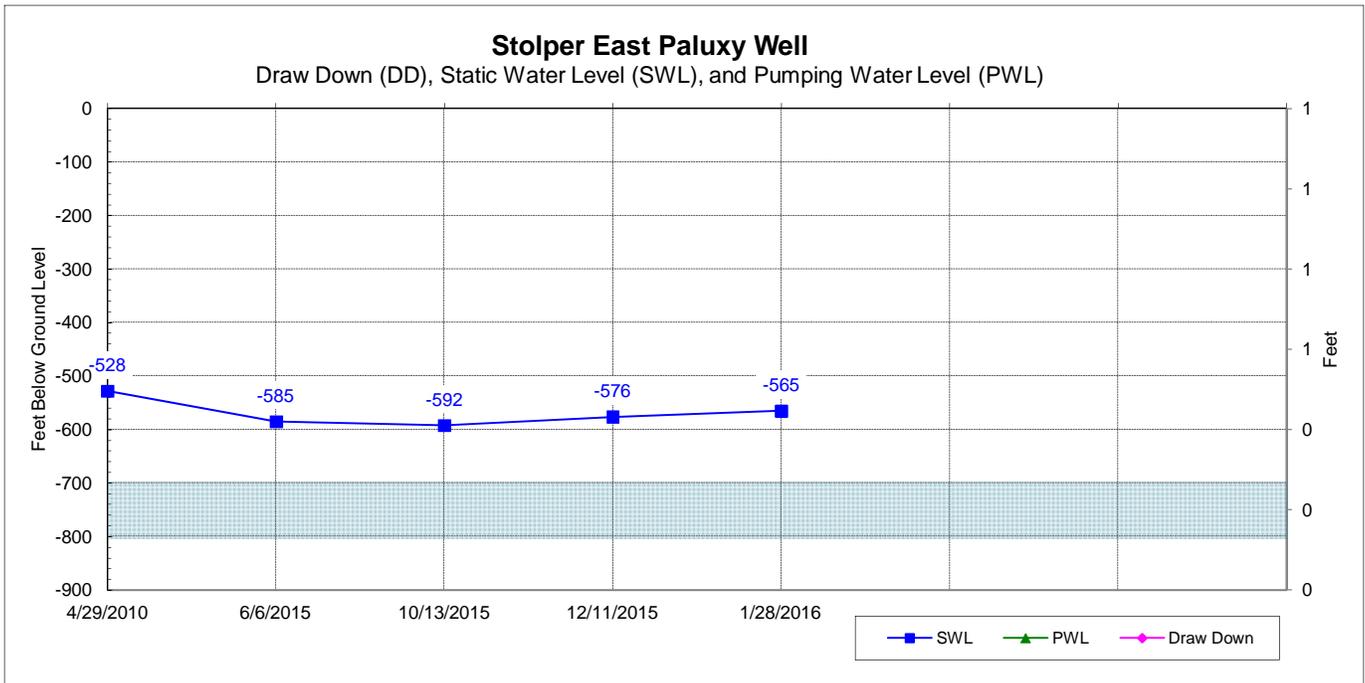
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Town of Pantego		Well Identifier: Stolper East Paluxy		Date: 01/28/16	
Quarterly Inspection Report					
County: Tarrant		PWS No.: 2200066			
GPS Coordinates: Latitude: 32.71559		Longitude: -97.15431			
Production and Operation Data					
Installed Meter: Master Meter 2" MMT 0-100		Discharge Valve: Yes			
Meter Serial No.: 5526147		Well Running on Arrival: No			
Totalizer Start: 30,928,700		Max Well Production (gpm):			
Totalizer End: 0					
Total Gallons Pumped: -30,928,700		Target Aquifer: Paluxy			
Pump/Motor Data					
Pump Type: Submersible		HP: 20			
Total Depth of Well (feet): 803		Volts: 460			
Pump Setting (ft BGL): 620		Column Pipe Diameter (inches): 3			
Quarterly Performance Test Data					
SWL (airline PSI): 24		SWL (feet below ground level): 565			
SWL (feet above pump): 55		PWL (feet below ground level):			
Length of Test (minutes):		Drawdown (feet below ground level):			
Test Times & Duration:					
Discharge Pressure (psi):					
Production Rates (gpm):					
PWL (psi reading):					
PWL (feet above pump)					
Drawdown					
Specific Capacity					
TDH (Fluid Head)					
Water Horsepower					
HP Input					
Actual Efficiency (%)					
Theoretical Efficiency (%)					
Electrical Data					
Amp Readings (3 legs)					
Amp Average					
Phase Imbalance:					
Sub Monitor (amps):					
Phase Imbalance:					
Voltage (1 to 2)					
Voltage (1 to 3)					
Voltage (2 to 3)					
Voltage (average)					
Hertz					
Electrical Power Available: Delta 3 ph		Number of Transformers: 3		Transformers (kva): 37	
Additional Data					
Brass Detected (ml):		Abnormal Vibration:			
Sand Detected (ml):		Abnormal Noise:			
Motor Controls:		Seal Block: good			
Wiring/Conduit:		Vent Screen: good			
Sequestering/Chemical Injection		Air Line: Yes			
Gas Cylinders Chlorine		Sample Tap: Yes			
		Fencing/Gates: OK			
Water Quality Field Test					
BART Test		Notes and Observations			
Slime Forming Bacteria (SLYM):		Well is down. No samples taken.			
Iron Related Bacteria (IRB):		Well is down. No samples taken.			
Sulfate Reducing Bacteria (SRB):		Well is down. No samples taken.			
Remarks:					
The well is down for maintenance. No efficiency test could be performed.					
Pump/Motor information:					
Motor: Franklin S/N 280035, 20 hp, 3 ph, 460v, 3600 rpm. (11-6-85)					
Pump: Red Jacket 16 MB 6, 16 stages, S/N 10633 P 680. (11-6-85)					
Inspected By: Steve Stone			Inspection Witness: None		
					

Town Of Pantego Public Water Supply System



Prepared For:



Town of Pantego – Stolper West Trinity

January 28, 2016

Quarterly Public Water Supply Well Evaluation and Inspection. Tarrant County, TX.



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Town of Pantego		Well Identifier: Stolper West Trinity		Date: 01/28/16	
Quarterly Inspection Report					
County: Tarrant		PWS No.: 2200066			
GPS Coordinates: Latitude: 32.7156		Longitude: -97.15442			
Production and Operation Data					
Installed Meter: Master Meter 3" MMT 0-100		Discharge Valve: Yes			
Meter Serial No.: 5527955		Well Running on Arrival: Yes			
Totalizer Start: 94,389,600		Max Well Production (gpm): 117			
Totalizer End: 94,393,500					
Total Gallons Pumped: 3,900		Target Aquifer: Trinity			
Pump/Motor Data					
Pump Type: Submersible		HP: 40			
Total Depth of Well (feet): 1,551		Volts: 460			
Pump Setting (ft BGL): 1,072		Column Pipe Diameter (inches): 3			
Quarterly Performance Test Data					
SWL (airline PSI): 82		SWL (feet below ground level): 883			
SWL (feet above pump): 189		PWL (feet below ground level): 915			
Length of Test (minutes): 25		Drawdown (feet below ground level): 32			
Test Times & Duration: 1540		1550		1605	
Discharge Pressure (psi): 32		50		56	
Production Rates (gpm): 117		103		95	
PWL (psi reading): 68		74		78	
PWL (feet above pump): 157		171		180	
Drawdown: 32		18		9	
Specific Capacity: 3.6		5.6		10.3	
TDH (Fluid Head): 993		1035		1049	
Water Horsepower: 29		27		25	
HP Input: 38		36		35	
Actual Efficiency (%): 57		55		53	
Theoretical Efficiency (%): 74		74		74	
Electrical Data					
Amp Readings (3 legs): 53/56/53		51/53/51		49/51/50	
Amp Average: 54		52		50	
Phase Imbalance: 1.9%		1.3%		2.0%	
Sub Monitor (amps): 53/56/53		50/54/51		49/51/50	
Phase Imbalance: 1.9%		3.2%		2.0%	
Voltage (1 to 2): 489		489		489	
Voltage (1 to 3): 484		484		484	
Voltage (2 to 3): 489		489		489	
Voltage (average): 487		487		487	
Hertz: 59.9		59.9		59.9	
Electrical Power Available: Delta 3 ph		Number of Transformers: 3		Transformers (kva): 37	
Additional Data					
Brass Detected (ml): None noted		Abnormal Vibration: No			
Sand Detected (ml): None noted		Abnormal Noise: No			
Motor Controls: OK		Seal Block: good			
Wiring/Conduit: OK		Vent Screen: good			
Sequestering/Chemical Injection		Air Line: Yes			
Gas Cylinders: Chlorine		Sample Tap: Yes			
		Fencing/Gates: OK			
Water Quality Field Test					
BART Test		Notes and Observations			
Slime Forming Bacteria (SLYM):		Not Aggressive - Less Than 100 (cfu/mL)			
Iron Related Bacteria (IRB):		Not Aggressive - Less Than 1 (cfu/mL)			
Sulfate Reducing Bacteria (SRB):		Moderate - Less Than 200 (cfu/ml)			
Remarks:					
Discharge water field readings: 1972µ, 8.37ph.					
Motor tripped at 60 psi discharge pressure. Under load. 56 psi discharge is the max this well will run.					
Seal Slab was cracked.					
Pump/Motor information:					
Motor: Franklin 40 hp., 460 volt, 6" motor. (installed 10-27-00).					
Pump: Goulds 5 CHC- 17 stage (installed 2014).					
Inspected By: Steve Stone / Ethan Bandy			Inspection Witness:		
					

Town Of Pantego Public Water Supply System

