



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

May 9, 2016

COUNCIL MEMBERS:

Fred Adair
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

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

WORK SESSION 6:30 P.M.

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

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

1. City Manager Report

- Update on Street Projects
- Personnel Vacancies
- Collier Well Report
- Joint Strategic Planning Session
- Republic Waste Services
- Dalworthington Gardens 80th Anniversary

2. Monthly Staff Reports

- Finance: Monthly Investment, Interest Distribution, Fund Investment, General Fund Variance Analysis, General Fund Summarized Expenditure Variance Analysis, Water and Sewer Variance Analysis.
- Public Safety: Public Safety Monthly Activity Report, Officer Activity Report, Criminal Investigation Report, Crime Statistics, Fire Department Monthly Activity Summary, Letters of Appreciation.
- Public Works Department: Director's Update, Water Billing Reports; Garbage and Recycling Billing Analysis.
- Community Development: Certificate of Occupancies, Building Permits, Inspections, Construction Values, Contractor Registrations.
- Municipal Court: Citations Issued, Warrants Issued, Monies Received.

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

A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.

4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from April 18, 2016
- Town Council minutes from April 25, 2016

Acceptance of Minutes of Boards and Commissions:

- P&Z minutes from April 4, 2016

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Mayor Melody Paradise

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

PROCLAMATION

- Proclamation recognizing May 2016 as Motorcycle Awareness Month.

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.

PUBLIC HEARING

5. Public Hearing, discuss, direct, and consider action on Ordinance 16-785 an ordinance of the Town of Pantego, Texas, approving Zoning Case Z-222, a proposed special use permit as requested by Godswill Onyebuchi with Transforming Life Ministries to establish a church at 2102 W. Pioneer Parkway, Lot 2 of the W.J. Barry Addition, Pantego, Tarrant County, Texas. The property is generally located on the south side of W. Pioneer Parkway between Duluth Drive and Cornerstone Lane.
6. Public Hearing, discuss, direct, and consider action on Ordinance 16-786 an ordinance of the Town of Pantego, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2016 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.

RESOLUTION

7. Discuss, direct, and consider action on Resolution 16-10 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into an Interlocal Agreement with and between the Tarrant County Tax Assessor/Collector to provide assessment and collection services of Ad Valorem taxes levied by the Town; and providing for an effective date.
8. Discuss, direct, and consider action on Resolution 16-11 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Deltatek Engineering for services regarding the repair of the sewer line located on Smith Barry Road between Roosevelt Drive and Nora Drive; and providing for an effective date.
9. Discuss, direct, and consider action on Resolution 16-12 a resolution of the Town of Pantego, Texas authorizing the City Manager to enter into a contract with Junior's Lawn Care and Landscaping for mowing and landscaping services to the water/waste water sites, town facilities, Right-of-Ways and medians; and providing for an effective date.

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 deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee - Discussion of Board and Commissions appointments.

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, May 6, 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: May 9, 2016

Update on Street Projects

The paving repairs on Bowen Road are complete. Public Works will be scheduling crack sealing and restriping for this summer. Tarrant County has tentatively indicated they will begin working on Wagon Wheel the week of May 23rd. Public Works will coordinate with them in advance to provide notice to the homeowners.

Personnel Vacancies

We recently received the resignation of our part-time Court Clerk, Patricia Medlen. We will be advertising for her position immediately. We also still have an opening for a dispatcher.

Collier Well Report

Public Works will have an electrician investigate the statement made by the Colliers representative regarding the fluctuating amperage on the Lane Trinity well.

Joint Strategic Planning Session

Staff requests that the Council consider rescheduling the joint session with Pantego Economic Development Corporation at their May 25th meeting.

Republic Waste

Republic has notified the Town that they will be imposing a 0.64% increase in accordance with the terms of their contract. This represents an overall increase of \$0.05 for trash and \$0.01 for recycling.

Dalworthington Gardens 80th Anniversary

DWG has invited neighboring cities to enter a softball tournament to be held on June 11th at their park, from 11:00 a.m. to 1:00 p.m. They expect to have teams from DWG, Pantego, Arlington and Mansfield.



AGENDA BACKGROUND

AGENDA ITEM: Monthly Staff Reports

Date: May 9, 2016

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Staff reports on departmental activities on a monthly basis.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the reports as presented.

ATTACHMENTS:

Finance Department Reports (unavailable this month)
Public Safety Reports
Public Works Reports
Community Development Reports
Municipal Court Reports

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



**Town of Pantego
Monthly Investment Report
As of March 31, 2016**

Book Value of Pool Account, March 1, 2016 \$ 4,773,416

Security	Purchase Date	Par	Maturity Date	Yield	Price
TexPool	3/1/2016	\$ 3,571,648	3/31/2016	0.3273%	\$ 1.00
TexPool Prime	3/1/2016	1,201,768	3/31/2016	0.5135%	1.00
Certificate of Deposits	2/26/2015	907,309	2/23/2017	0.69%	907,309

Security	Beginning Book Value	Beginning Market Value	Net Change in Book Value	Ending Book Value	Ending Market Value
TexPool	\$ 3,571,648	\$ 3,571,648	\$ 993	\$ 3,572,641	\$ 3,572,641
TexPool Prime	1,201,768	1,201,768	524	1,202,292	1,202,292
Certificate of Deposits	907,309	907,309	-	907,309	907,309
Total	\$ 5,680,726	\$ 5,680,726	\$ 1,517	\$ 5,682,242	\$ 5,682,242

**Pantego Economic Development Corp.
Monthly Investment Report
As of March 31, 2016**

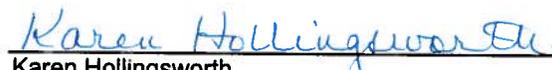
Book Value of Pool Account, March 1, 2016 \$ 444,695

Security	Purchase Date	Par	Maturity Date	Yield	Price
TexPool	3/1/2016	\$ 444,695	3/31/2016	0.3273%	\$ 1.00

Security	Beginning Book Value	Beginning Market Value	Net Change in Book Value	Ending Book Value	Ending Market Value
TexPool	\$ 444,695	\$ 444,695	\$ (24,880)	\$ 419,815	\$ 419,815
Total	\$ 444,695	\$ 444,695	\$ (24,880)	\$ 419,815	\$ 419,815

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


Matthew Fielder
City Manager


Karen Hollingsworth
Finance Director

TexPool Participant Statement

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



TOWN OF PANTEGO
GENERAL FUND
ATTN ARIEL CARMONA
PO BOX 13210
PANTEGO TX 76013

Participant Statement

Statement Period 03/01/2016 - 03/31/2016

Customer Service 1-866-TEX-POOL
Location ID 000079038
Investor ID 000015688

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. If any of your information has changed, be sure to submit the proper maintenance form, found under Account Documents, so that our records may be updated.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$3,571,647.83	\$0.00	\$0.00	\$992.83	\$3,572,640.66	\$3,571,679.86
TexPool Prime	\$1,201,768.26	\$0.00	\$0.00	\$524.11	\$1,202,292.37	\$1,201,785.17
Total Dollar Value	\$4,773,416.09	\$0.00	\$0.00	\$1,516.94	\$4,774,933.03	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2016)	Share Price (03/31/2016)	Shares Owned (03/31/2016)	Market Value (03/31/2016)
Texas Local Government Investment Pool	449/7903800001	\$3,571,647.83	\$1.00	3,572,640.660	\$3,572,640.66
TexPool Prime	590/7903800001	\$1,201,768.26	\$1.00	1,202,292.370	\$1,202,292.37
Total Dollar Value		\$4,773,416.09			\$4,774,933.03

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7903800001	\$992.83	\$2,496.14
TexPool Prime	590/7903800001	\$524.11	\$1,383.82
Total		\$1,516.94	\$3,879.96

Transaction Detail

Texas Local Government Investment Pool

Participant: TOWN OF PANTEGO

Pool/Account: 449/7903800001

TexPool Participant Statement

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2016	03/01/2016	BEGINNING BALANCE	\$3,571,647.83	\$1.00		3,571,647.830
03/31/2016	03/31/2016	MONTHLY POSTING	\$992.83	\$1.00	992.830	3,572,640.660
Account Value as of 03/31/2016			\$3,572,640.66	\$1.00		3,572,640.660

TexPool Prime

Participant: TOWN OF PANTEGO

Pool/Account: 590/7903800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2016	03/01/2016	BEGINNING BALANCE	\$1,201,768.26	\$1.00		1,201,768.260
03/31/2016	03/31/2016	MONTHLY POSTING	\$524.11	\$1.00	524.110	1,202,292.370
Account Value as of 03/31/2016			\$1,202,292.37	\$1.00		1,202,292.370

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



TOWN OF PANTEGO
PANTEGO ECONOMIC DEVELOPMENT CORP
ATTN ARIEL CARMONA
PO BOX 13210
PANTEGO TX 76013

Participant Statement

Statement Period 03/01/2016 - 03/31/2016

Customer Service 1-866-TEX-POOL
Location ID 000079038
Investor ID 000015689

TexPool Update

It's spring cleaning time! Review a current listing of your authorized representatives and contact information by requesting an Account Information Report from TexConnect or the TexPool Participant Services team. If any of your information has changed, be sure to submit the proper maintenance form, found under Account Documents, so that our records may be updated.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$444,695.03	\$0.00	\$25,000.00	\$119.73	\$419,814.76	\$430,989.21
Total Dollar Value	\$444,695.03	\$0.00	\$25,000.00	\$119.73	\$419,814.76	

Portfolio Value

Pool Name	Pool/Account	Market Value (03/01/2016)	Share Price (03/31/2016)	Shares Owned (03/31/2016)	Market Value (03/31/2016)
Texas Local Government Investment Pool	449/7903800002	\$444,695.03	\$1.00	419,814.760	\$419,814.76
Total Dollar Value		\$444,695.03			\$419,814.76

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7903800002	\$119.73	\$395.03
Total		\$119.73	\$395.03

Transaction Detail

Texas Local Government Investment Pool
Pool/Account: 449/7903800002

Participant: TOWN OF PANTEGO

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
03/01/2016	03/01/2016	BEGINNING BALANCE	\$444,695.03	\$1.00		444,695.030

1EXFOOI Participant Statement

03/15/2016	03/15/2016	WITHDRAWAL	\$25,000.00-	\$1.00	25,000.000-	419,695.030
03/31/2016	03/31/2016	MONTHLY POSTING	\$119.73	\$1.00	119.730	419,814.760
Account Value as of 03/31/2016			\$419,814.76	\$1.00		419,814.760

TOWN OF PANTEGO
 CASH & INVESTMENTS REPORT
 AS OF: MARCH 31ST, 2016

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	FUND TOTAL
GENERAL FUND						
100-0-000-102.00	CASH	289,598.59				
100-0-000-102.20	CHANGE FUND - COURT	300.00				
100-0-000-102.30	CHANGE FUND - CITY HALL	105.00				
100-0-000-202.00	CERT OF DEPOSIT		252,755.95			
100-0-000-204.00	TEXPOOL				1,931,257.33	
100-0-000-204.50	TEXPOOL PRIME				552,008.89	
TOTAL 100-GENERAL FUND		290,003.59	252,755.95	0.00	2,483,266.22	3,026,025.76
LONG TERM DEBT FUND						
FIXED ASSETS FUND						
WATER AND SEWER FUND						
200-0-000-102.00	CASH	80,064.00				
200-0-000-202.00	CERTIFICATE OF DEPOSIT		251,751.37			
200-0-000-204.00	TEXPOOL				2,688.49	
TOTAL 200-WATER AND SEWER FUND		80,064.00	251,751.37	0.00	2,688.49	334,503.86
CAPITAL PROJECTS FUND						
300-0-000-102.00	CASH	(163,270.96)				
300-0-000-204.00	TEXPOOL				91,130.92	
TOTAL 300-CAPITAL PROJECTS FUND		(163,270.96)	0.00	0.00	91,130.92	(72,140.04)
INTEREST & SINKING FUND						
400-0-000-102.00	CASH	1,618.11				
400-0-000-202.00	CERT OF DEPOSITS		100,700.51			
400-0-000-204.00	TEXPOOL				31,853.52	
TOTAL 400-INTEREST & SINKING FUND		1,618.11	100,700.51	0.00	31,853.52	134,172.14
STREET IMPVMT CONST FUND						
500-0-000-102.00	CASH	24,881.32				
500-0-000-202.00	CERT OF DEPOSITS		251,751.37			
500-0-000-204.00	TEXPOOL				366,235.66	
TOTAL 500-STREET IMPVMT CONST FUND		24,881.32	251,751.37	0.00	366,235.66	642,868.35
PARK ROW PROJ FUND						
550-0-000-204.00	TEXPOOL				408,364.73	
550-0-000-204.50	TEXPOOL PRIME				650,283.48	
TOTAL 550-PARK ROW PROJ FUND		0.00	0.00	0.00	1,058,648.21	1,058,648.21
TRUST & AGENCY FUND						
650-0-000-102.00	CASH	30,853.25				
650-0-000-204.00	TEXPOOL				42,074.56	
TOTAL 650-TRUST & AGENCY FUND		30,853.25	0.00	0.00	42,074.56	72,927.81

TOWN OF PANTEGO
 CASH & INVESTMENTS REPORT
 AS OF: MARCH 31ST, 2016

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	FUND TOTAL
WATER/SEWER CONSTRUCTION						
700-0-000-204.00	TEXPOOL				150,678.84	
	TOTAL 700-WATER/SEWER CONSTRUCTION	0.00	0.00	0.00	150,678.84	150,678.84
INFRASTRUCTURE IMPVMT						
750-0-000-102.00	CASH	23,772.56				
750-0-000-204.00	TEXPOOL				417,634.09	
	TOTAL 750-W/S INFRASTRUCTURE FUND	23,772.56	0.00	0.00	417,634.09	441,406.65
PAYROLL IMPREST FUND						
777-0-000-102.00	CASH	8,738.92				
	TOTAL 777-PAYROLL IMPREST FUND	8,738.92	0.00	0.00	0.00	8,738.92
COURT SECURITY FUND						
800-0-000-102.00	CASH	1,310.00				
800-0-000-204.00	TEXPOOL				10,491.12	
	TOTAL 800-COURT SECURITY FUND	1,310.00	0.00	0.00	10,491.12	11,801.12
COURT TECHNOLOGY FUND						
825-0-000-102.00	CASH	(5,840.80)				
825-0-000-204.00	TEXPOOL				72,418.29	
	TOTAL 825-COURT TECHNOLOGY FUND	(5,840.80)	0.00	0.00	72,418.29	66,577.49
PANTEGOFEST						
850-0-000-204.00	TEXPOOL				1,146.55	
	TOTAL 850-PANTEGOFEST	0.00	0.00	0.00	1,146.55	1,146.55
SHAMBURGER MEMORIAL FUND						
875-0-000-102.00	CASH	(524.99)				
875-0-000-202.00	CERT OF DEPOSITS		50,350.24			
875-0-000-204.00	TEXPOOL				29,439.08	
	TOTAL 875-SHAMBURGER	(524.99)	50,350.24	0.00	29,439.08	79,264.33
CARTWRIGHT LIBRARY FUND						
880-0-000-204.00	TEXPOOL				17,227.48	
	TOTAL 880-CARTWRIGHT LIBRARY FUND	0.00	0.00	0.00	17,227.48	17,227.48
PEDC INTEREST & SINKING						
901-0-000-204.00	TEXPOOL				32,164.78	
	TOTAL 901-PEDC INTEREST & SINKING	0.00	0.00	0.00	32,164.78	32,164.78
PEDC BOND RESERVE FUND						
PEDC OPERATING FUND						
903-0-000-102.00	CASH	79,939.82				
903-0-000-204.00	TEXPOOL				387,649.98	
	TOTAL 903-PEDC OPERATING FUND	79,939.82	0.00	0.00	387,649.98	467,589.80

TOWN OF PANTEGO
CASH & INVESTMENTS REPORT
AS OF: MARCH 31ST, 2016

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	FUND TOTAL
	PEDC ADMIN EXPENDITURE					
	PEDC REDEMPTION FUND					
	PEDC SALES TAX REVENUE					
	ACCOUNTS PAYABLE IMPREST					
	ALL FUNDS TOTAL	371,544.82	907,309.44	0.00	5,194,747.79	6,473,602.05
	TOTAL CASH AND INVESTMENTS	371,544.82			6,102,057.23	

*** END OF REPORT ***

**TOWN OF PANTEGO
GENERAL FUND
REVENUE REPORT - MARCH 2016**

Revenues:	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Property Tax-Current	\$ 1,483	\$ 85,975	\$ (84,492)	\$ 966,203	\$ 515,851	\$ 450,353	\$ 1,031,701	\$ 65,498	6%
Property Tax-Current Interest	341	-	341	341	-	341	-	(341)	0%
Property Tax-Current Penalty	1,546	-	1,546	1,546	-	1,546	-	(1,546)	0%
Property Tax-Current Rendition Pen	2,429	-	2,429	2,429	-	2,429	-	(2,429)	0%
Property Tax-Delinquent	16,954	1,158	15,796	16,954	6,948	10,006	13,895	(3,059)	-22%
Property Tax-Delinquent Interest	363	-	363	363	-	363	-	(363)	0%
Property Tax-Delinquent Penalty	314	-	314	314	-	314	-	(314)	0%
Property Tax-Delinquent Rendition Pen	250	-	250	250	-	250	-	(250)	0%
Sales Tax	126,626	111,679	14,946	772,477	670,076	102,401	1,340,151	567,674	42%
Franchise Fee-Natural Gas	26,648	2,083	24,565	26,648	12,500	14,148	25,000	(1,648)	-7%
Franchise Fee-Communications	-	7,875	(7,875)	42,026	47,250	(5,224)	94,500	52,474	56%
Franchise Fee-Electricity	-	14,167	(14,167)	-	85,000	(85,000)	170,000	170,000	100%
Franchise Fee-Cable	-	1,042	(1,042)	6,276	6,250	26	12,500	6,224	50%
Franchise Fee-Water & Sewer	-	2,083	(2,083)	12,500	12,500	-	25,000	12,500	50%
Franchise Fee-Waste Disposal	45	-	45	45	-	45	-	(45)	0%
Mixed Beverage Tax	8,266	1,167	7,099	11,993	7,000	4,993	14,000	2,008	14%
Warrant Charges	11,825	8,333	3,492	52,482	50,000	2,482	100,000	47,518	48%
FTA / City (Omni Base)	638	583	54	2,831	3,500	(669)	7,000	4,169	60%
Court Fines and Penalties	39,231	32,917	6,314	191,046	197,500	(6,454)	395,000	203,954	52%
Special Expense Fee	21,013	22,917	(1,904)	140,135	137,500	2,635	275,000	134,865	49%
Accident Reports	-	50	(50)	175	300	(125)	600	425	71%
Child Safety Guard Program	1,153	667	486	7,718	4,000	3,718	8,000	282	4%
Traffic Fees	435	563	(128)	2,730	3,375	(645)	6,750	4,020	60%
City Judicial Fee	239	208	31	1,309	1,250	59	2,500	1,191	48%
City Arrest Fees	1,580	1,625	(46)	8,996	9,750	(754)	19,500	10,504	54%
10% Serv. Fee from T&A	4,490	1,846	2,644	13,408	11,075	2,333	22,150	8,742	39%
Time Payment Fee	6,012	2,083	3,929	17,842	12,500	5,342	25,000	7,158	29%
Planning and Zoning Fees	3,300	750	2,550	6,250	4,500	1,750	9,000	2,750	31%
Plan Review Fees	221	625	(404)	1,900	3,750	(1,850)	7,500	5,600	75%
Building Permits	2,686	3,417	(730)	20,158	20,500	(342)	41,000	20,842	51%
Liquor Licenses	225	667	(442)	6,528	4,000	2,528	8,000	1,473	18%
Contractor Registration Fee	2,000	917	1,083	8,600	5,500	3,100	11,000	2,400	22%
Certificates of Occupancy	1,000	583	417	4,900	3,500	1,400	7,000	2,100	30%
Clean & Show	40	44	(4)	160	266	(106)	531	371	70%
Dog Tag Revenue	75	25	50	170	150	20	300	130	43%
NSF Check Fees	-	2	(2)	35	13	23	25	(10)	-40%
Ambulance Revenue	10,814	10,833	(19)	53,632	65,000	(11,368)	130,000	76,368	59%
Fire Inspections	-	625	(625)	3,855	3,750	105	7,500	3,645	49%
Park Rental Revenue	730	250	480	1,650	1,500	150	3,000	1,350	45%
Gas Royalty Revenue	-	833	(833)	-	5,000	(5,000)	10,000	10,000	100%
Copy Fees	-	4	(4)	-	25	(25)	50	50	100%
No Insurance Towing Fees	-	417	(417)	900	2,500	(1,600)	5,000	4,100	82%
Interest Revenue	777	333	444	4,807	2,000	2,807	4,000	(807)	-20%
Other Revenue	(609)	833	(1,442)	17,265	5,000	12,265	10,000	(7,265)	-73%
Revenue Before Transfers In	\$ 293,140	\$ 320,179	\$ (27,039)	\$ 2,429,844	\$ 1,921,077	\$ 508,767	\$ 3,842,153	\$ 1,412,309	37%

**TOWN OF PANTEGO
GENERAL FUND
EXPENDITURE REPORT - MARCH 2016**

Expenditures:	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
General & Administrative	\$ 41,661	\$ 50,711	\$ 9,050	\$ 289,938	\$ 304,268	\$ 14,329	\$ 608,535	\$ 318,597	52%
Public Works	55,490	51,154	(4,336)	279,564	306,925	27,361	613,850	334,286	54%
Community Development	14,124	15,128	1,004	67,542	90,769	23,227	181,537	113,995	63%
Police	115,233	115,171	(62)	587,891	691,024	103,133	1,382,048	794,157	57%
Fire	109,970	100,154	(9,816)	521,481	600,927	79,446	1,201,853	680,372	57%
Municipal Court	31,773	30,282	(1,491)	171,166	181,693	10,527	363,385	192,219	53%
Community Relations Board	338	1,000	662	3,975	6,000	2,025	12,000	8,025	67%
Special Events	-	708	708	8,998	4,250	(4,748)	8,500	(498)	-6%
Other	59	167	108	1,812	1,000	(812)	2,000	188	9%
Expenditures Before Transfers Out	\$ 368,648	\$ 364,476	\$ (4,172)	\$ 1,932,366	\$ 2,186,854	\$ 254,488	\$ 4,373,708	\$ 2,441,341	56%

**TOWN OF PANTEGO
WATER AND SEWER FUND
REVENUE REPORT - MARCH 2016**

Revenue	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Sale of Water	\$ 28,625	\$ 40,000	\$ (11,375)	\$ 222,689	\$ 240,000	\$ (17,311)	\$ 480,000	\$ 257,311	54%
Water Tap Fees	-	25	(25)	600	150	450	300	(300)	-100%
Sewer Service Charge Fee	26,768	30,000	(3,232)	176,368	180,000	(3,632)	360,000	183,632	51%
Sewer Tap Fees	-	21	(21)	300	125	175	250	(50)	-20%
Groundwater Conservation Fee	1,049	1,870	(821)	9,411	11,221	(1,810)	22,442	13,031	58%
Groundwater Conservation Fee-Recovery	1,049	1,870	(821)	9,411	11,222	(1,810)	22,443	13,032	58%
Trash Collections	36	-	36	7,757	-	7,757	-	(7,757)	0%
Sales Tax on Trash Collections	3	-	3	638	-	638	-	(638)	0%
Recycling	10	-	10	1,949	-	1,949	-	(1,949)	0%
Sales Tax on Recycling	1	-	1	160	-	160	-	(160)	0%
Penalties	1,482	1,250	232	7,466	7,500	(34)	15,000	7,534	50%
Processing/Turn On Fees	-	83	(83)	18	500	(482)	1,000	982	98%
N.S.F. Check Fees	60	25	35	120	150	(30)	300	180	60%
Adm. Serv. Charge / Sewer Impact	940	583	357	4,018	3,500	518	7,000	2,982	43%
Interest Revenue	1	54	(53)	1	325	(324)	650	649	100%
Other Revenue	3,925	2,333	1,591	12,799	14,000	(1,201)	28,000	15,201	54%
Total Revenue Before Transfers In	\$ 63,949	\$ 78,115	\$ (14,166)	\$ 453,704	\$ 468,693	\$ (14,989)	\$ 937,385	\$ 483,681	52%

**TOWN OF PANTEGO
INFRASTRUCTURE IMPROVEMENT FUND
REVENUE REPORT - MARCH 2016**

Revenue	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Infrastructure Improvement Fee	\$ 25,160	\$ 25,000	\$ 160	\$ 152,057	\$ 150,000	\$ 2,057	\$ 300,000	\$ 147,943	49%
Interest Income	116	-	116	116	-	116	-	(116)	0%
Total Revenue Before Transfers In	\$ 25,276	\$ 25,000	\$ 276	\$ 152,173	\$ 150,000	\$ 2,173	\$ 300,000	\$ 147,827	49%

**TOWN OF PANTEGO
WATER AND SEWER FUND
EXPENSE REPORT - MARCH 2016**

Expenses	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Water	\$ 20,657	\$ 29,145	\$ 8,487	\$ 99,605	\$ 174,868	\$ 75,263	\$ 349,736	\$ 250,131	71.5%
Sewer	116,652	28,850	(87,802)	263,482	173,103	(90,379)	346,205	82,723	23.9%
Total Expenses Before Transfers Out	\$ 137,310	\$ 57,995	\$ (79,314)	\$ 363,086	\$ 347,971	\$ (15,116)	\$ 695,941	\$ 332,855	47.8%

**TOWN OF PANTEGO
INFRASTRUCTURE IMPROVEMENT FUND
EXPENSE REPORT - APRIL 2016**

Expenses	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Infrastructure Improvements	\$ 1,388	\$ 18,917	\$ (17,529)	\$ 66,348	\$ 113,500	\$ (47,151)	\$ 226,999	\$ 160,651	71%
Total Revenue Before Transfers In	\$ 1,388	\$ 18,917	\$ (17,529)	\$ 66,348	\$ 113,500	\$ (47,151)	\$ 226,999	\$ 160,651	71%



**Town of Pantego
Monthly Investment Report
As of April 30, 2016**

Book Value of Pool Account, April 1, 2016 \$ 4,774,933

Security	Purchase Date	Par	Maturity Date	Yield	Price
TexPool	4/1/2016	\$ 3,572,641	4/30/2016	0.3380%	\$ 1.00
TexPool Prime	4/1/2016	1,202,292	4/30/2016	0.5192%	1.00
Certificate of Deposits	2/26/2015	907,309	2/23/2017	0.69%	907,309

Security	Beginning Book Value	Beginning Market Value	Net Change in Book Value	Ending Book Value	Ending Market Value
TexPool	\$ 3,572,641	\$ 3,572,641	\$ 992	\$ 3,573,633	\$ 3,573,633
TexPool Prime	1,202,292	1,202,292	513	1,202,805	1,202,805
Certificate of Deposits	907,309	907,309	-	907,309	907,309
Total	\$ 5,682,242	\$ 5,682,242	\$ 1,505	\$ 5,683,748	\$ 5,683,748

**Pantego Economic Development Corp.
Monthly Investment Report
As of April 30, 2016**

Book Value of Pool Account, April 1, 2016 \$ 419,815

Security	Purchase Date	Par	Maturity Date	Yield	Price
TexPool	4/1/2016	\$ 419,815	4/30/2016	0.3380%	\$ 1.00

Security	Beginning Book Value	Beginning Market Value	Net Change in Book Value	Ending Book Value	Ending Market Value
TexPool	\$ 419,815	\$ 419,815	\$ 117	\$ 419,931	\$ 419,931
Total	\$ 419,815	\$ 419,815	\$ 117	\$ 419,931	\$ 419,931

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

Matthew Fielder
City Manager

Karen Hollingsworth
Finance Director

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



TOWN OF PANTEGO
GENERAL FUND
ATTN ARIEL CARMONA
PO BOX 13210
PANTEGO TX 76013

Participant Statement

Statement Period **04/01/2016 - 04/30/2016**

Customer Service 1-866-TEX-POOL
Location ID 000079038
Investor ID 000015688

TexPool Update

Do you want to keep up on the latest market talk? Check the Market Views section on TexPool.com for frequent updates!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$3,572,640.66	\$0.00	\$0.00	\$992.38	\$3,573,633.04	\$3,572,706.82
TexPool Prime	\$1,202,292.37	\$0.00	\$0.00	\$513.04	\$1,202,805.41	\$1,202,326.57
Total Dollar Value	\$4,774,933.03	\$0.00	\$0.00	\$1,505.42	\$4,776,438.45	

Portfolio Value

Pool Name	Pool/Account	Market Value (04/01/2016)	Share Price (04/30/2016)	Shares Owned (04/30/2016)	Market Value (04/30/2016)
Texas Local Government Investment Pool	449/7903800001	\$3,572,640.66	\$1.00	3,573,633.040	\$3,573,633.04
TexPool Prime	590/7903800001	\$1,202,292.37	\$1.00	1,202,805.410	\$1,202,805.41
Total Dollar Value		\$4,774,933.03			\$4,776,438.45

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7903800001	\$992.38	\$3,488.52
TexPool Prime	590/7903800001	\$513.04	\$1,896.86
Total		\$1,505.42	\$5,385.38

Transaction Detail

Texas Local Government Investment Pool

Participant: TOWN OF PANTEGO

Pool/Account: 449/7903800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
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TexPool Participant Statement

04/01/2016	04/01/2016	BEGINNING BALANCE	\$3,572,640.66	\$1.00		3,572,640.660
04/29/2016	04/29/2016	MONTHLY POSTING	\$992.38	\$1.00	992.380	3,573,633.040
Account Value as of 04/30/2016			\$3,673,633.04	\$1.00		3,673,633.040

TexPool Prime

Participant: TOWN OF PANTEGO

Pool/Account: 590/7903800001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
04/01/2016	04/01/2016	BEGINNING BALANCE	\$1,202,292.37	\$1.00		1,202,292.370
04/29/2016	04/29/2016	MONTHLY POSTING	\$513.04	\$1.00	513.040	1,202,805.410
Account Value as of 04/30/2016			\$1,202,805.41	\$1.00		1,202,805.410

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



TEXAS TRUST
TEXAS TREASURY SAFEGUARDING TRUST COMPANY
COMPTONER GLENN HIGAR, CHAIRMAN

TOWN OF PANTEGO
PANTEGO ECONOMIC DEVELOPMENT CORP
ATTN ARIEL CARMONA
PO BOX 13210
PANTEGO TX 76013

Participant Statement

Statement Period **04/01/2016 - 04/30/2016**

Customer Service 1-866-TEX-POOL
Location ID 000079038
Investor ID 000015689

TexPool Update

Do you want to keep up on the latest market talk? Check the Market Views section on TexPool.com for frequent updates!

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$419,814.76	\$0.00	\$0.00	\$116.58	\$419,931.34	\$419,822.53
Total Dollar Value	\$419,814.76	\$0.00	\$0.00	\$116.58	\$419,931.34	

Portfolio Value

Pool Name	Pool/Account	Market Value (04/01/2016)	Share Price (04/30/2016)	Shares Owned (04/30/2016)	Market Value (04/30/2016)
Texas Local Government Investment Pool	449/7903800002	\$419,814.76	\$1.00	419,931.340	\$419,931.34
Total Dollar Value		\$419,814.76			\$419,931.34

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7903800002	\$116.58	\$511.61
Total		\$116.58	\$511.61

Transaction Detail

Texas Local Government Investment Pool
Pool/Account: 449/7903800002

Participant: TOWN OF PANTEGO

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
04/01/2016	04/01/2016	BEGINNING BALANCE	\$419,814.76	\$1.00		419,814.760
04/29/2016	04/29/2016	MONTHLY POSTING	\$116.58	\$1.00	116.580	419,931.340
Account Value as of 04/30/2016			\$419,931.34	\$1.00		419,931.340

TOWN OF PANTEGO
 CASH & INVESTMENTS REPORT
 AS OF: APRIL 30TH, 2016

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	FUND TOTAL
GENERAL FUND						
100-0-000-102.00	CASH	237,379.79				
100-0-000-102.20	CHANGE FUND - COURT	300.00				
100-0-000-102.30	CHANGE FUND - CITY HALL	105.00				
100-0-000-202.00	CERT OF DEPOSIT		252,755.95			
100-0-000-204.00	TEXPOOL				1,931,793.77	
100-0-000-204.50	TEXPOOL PRIME				552,244.44	
TOTAL 100-GENERAL FUND		237,784.79	252,755.95	0.00	2,484,038.21	2,974,578.95
LONG TERM DEBT FUND						
FIXED ASSETS FUND						
WATER AND SEWER FUND						
200-0-000-102.00	CASH	73,458.64				
200-0-000-202.00	CERTIFICATE OF DEPOSIT		251,751.37			
200-0-000-204.00	TEXPOOL				2,689.24	
TOTAL 200-WATER AND SEWER FUND		73,458.64	251,751.37	0.00	2,689.24	327,899.25
CAPITAL PROJECTS FUND						
300-0-000-102.00	CASH	(215,030.96)				
300-0-000-204.00	TEXPOOL				91,156.23	
TOTAL 300-CAPITAL PROJECTS FUND		(215,030.96)	0.00	0.00	91,156.23	(123,874.73)
INTEREST & SINKING FUND						
400-0-000-102.00	CASH	1,618.11				
400-0-000-202.00	CERT OF DEPOSITS		100,700.51			
400-0-000-204.00	TEXPOOL				31,862.37	
TOTAL 400-INTEREST & SINKING FUND		1,618.11	100,700.51	0.00	31,862.37	134,180.99
STREET IMPVMT CONST FUND						
500-0-000-102.00	CASH	53,555.87				
500-0-000-202.00	CERT OF DEPOSITS		251,751.37			
500-0-000-204.00	TEXPOOL				366,337.39	
TOTAL 500-STREET IMPVMT CONST FUND		53,555.87	251,751.37	0.00	366,337.39	671,644.63
PARK ROW PROJ FUND						
550-0-000-102.00	CASH	(743.66)				
550-0-000-204.00	TEXPOOL				408,478.16	
550-0-000-204.50	TEXPOOL PRIME				650,560.97	
TOTAL 550-PARK ROW PROJ FUND		(743.66)	0.00	0.00	1,059,039.13	1,058,295.47
TRUST & AGENCY FUND						
650-0-000-102.00	CASH	41,252.01				
650-0-000-204.00	TEXPOOL				42,086.25	
TOTAL 650-TRUST & AGENCY FUND		41,252.01	0.00	0.00	42,086.25	83,338.26

TOWN OF PANTEGO
 CASH & INVESTMENTS REPORT
 AS OF: APRIL 30TH, 2016

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	FUND TOTAL
WATER/SEWER CONSTRUCTION						
700-0-000-204.00	TEXPOOL				150,720.69	
	TOTAL 700-WATER/SEWER CONSTRUCTION	0.00	0.00	0.00	150,720.69	150,720.69
INFRASTRUCTURE IMPVMT						
750-0-000-102.00	CASH	44,106.59				
750-0-000-204.00	TEXPOOL				417,750.10	
	TOTAL 750-W/S INFRASTRUCTURE FUND	44,106.59	0.00	0.00	417,750.10	461,856.69
PAYROLL IMPREST FUND						
777-0-000-102.00	CASH	8,941.45				
	TOTAL 777-PAYROLL IMPREST FUND	8,941.45	0.00	0.00	0.00	8,941.45
COURT SECURITY FUND						
800-0-000-102.00	CASH	2,216.50				
800-0-000-204.00	TEXPOOL				10,494.03	
	TOTAL 800-COURT SECURITY FUND	2,216.50	0.00	0.00	10,494.03	12,710.53
COURT TECHNOLOGY FUND						
825-0-000-102.00	CASH	(3,390.21)				
825-0-000-204.00	TEXPOOL				72,438.41	
	TOTAL 825-COURT TECHNOLOGY FUND	(3,390.21)	0.00	0.00	72,438.41	69,048.20
PANTEGOFEST						
850-0-000-204.00	TEXPOOL				1,146.87	
	TOTAL 850-PANTEGOFEST	0.00	0.00	0.00	1,146.87	1,146.87
SHAMBURGER MEMORIAL FUND						
875-0-000-102.00	CASH	(524.99)				
875-0-000-202.00	CERT OF DEPOSITS		50,350.24			
875-0-000-204.00	TEXPOOL				29,447.26	
	TOTAL 875-SHAMBURGER	(524.99)	50,350.24	0.00	29,447.26	79,272.51
CARTWRIGHT LIBRARY FUND						
880-0-000-204.00	TEXPOOL				17,232.27	
	TOTAL 880-CARTWRIGHT LIBRARY FUND	0.00	0.00	0.00	17,232.27	17,232.27
PEDC INTEREST & SINKING						
901-0-000-204.00	TEXPOOL				32,173.71	
	TOTAL 901-PEDC INTEREST & SINKING	0.00	0.00	0.00	32,173.71	32,173.71
PEDC BOND RESERVE FUND						
PEDC OPERATING FUND						
903-0-000-102.00	CASH	115,249.38				
903-0-000-204.00	TEXPOOL				387,757.63	
	TOTAL 903-PEDC OPERATING FUND	115,249.38	0.00	0.00	387,757.63	503,007.01

TOWN OF PANTEGO
CASH & INVESTMENTS REPORT
AS OF: APRIL 30TH, 2016

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL/ TEXPOOL PRIME	FUND TOTAL
	PEDC ADMIN EXPENDITURE					
	PEDC REDEMPTION FUND					
	PEDC SALES TAX REVENUE					
	ACCOUNTS PAYABLE IMPREST					
	ALL FUNDS TOTAL	358,493.52	907,309.44	0.00	5,196,369.79	6,462,172.75
	TOTAL CASH AND INVESTMENTS	358,493.52			6,103,679.23	

*** END OF REPORT ***

**TOWN OF PANTEGO
GENERAL FUND
REVENUE REPORT - APRIL 2016**

	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Revenues:									
Property Tax-Current	\$ 17,486	\$ 85,975	\$ (68,489)	\$ 983,690	\$ 601,826	\$ 381,864	\$ 1,031,701	\$ 48,011	5%
Property Tax-Current Interest	-	-	-	341	-	341	-	(341)	0%
Property Tax-Current Penalty	-	-	-	1,546	-	1,546	-	(1,546)	0%
Property Tax-Current Rendition Pen	-	-	-	2,429	-	2,429	-	(2,429)	0%
Property Tax-Delinquent	-	1,158	(1,158)	16,954	8,105	8,848	13,895	(3,059)	-22%
Property Tax-Delinquent Interest	-	-	-	363	-	363	-	(363)	0%
Property Tax-Delinquent Penalty	-	-	-	314	-	314	-	(314)	0%
Property Tax-Delinquent Rendition Pen	-	-	-	250	-	250	-	(250)	0%
Sales Tax	148,737	111,679	37,057	921,213	781,755	139,459	1,340,151	418,938	31%
Franchise Fee-Natural Gas	-	2,083	(2,083)	26,648	14,583	12,065	25,000	(1,648)	-7%
Franchise Fee-Communications	59	7,875	(7,816)	42,084	55,125	(13,041)	94,500	52,416	55%
Franchise Fee-Electricity	-	14,167	(14,167)	-	99,167	(99,167)	170,000	170,000	100%
Franchise Fee-Cable	-	1,042	(1,042)	6,276	7,292	(1,015)	12,500	6,224	50%
Franchise Fee-Water & Sewer	-	2,083	(2,083)	12,500	14,583	(2,083)	25,000	12,500	50%
Franchise Fee-Waste Disposal	-	-	-	45	-	45	-	(45)	0%
Mixed Beverage Tax	-	1,167	(1,167)	11,993	8,167	3,826	14,000	2,008	14%
Warrant Charges	7,721	8,333	(612)	60,203	58,333	1,870	100,000	39,797	40%
FTA / City (Omni Base)	391	583	(192)	3,222	4,083	(862)	7,000	3,778	54%
Court Fines and Penalties	30,266	32,917	(2,651)	221,312	230,417	(9,105)	395,000	173,688	44%
Special Expense Fee	20,128	22,917	(2,789)	160,263	160,417	(154)	275,000	114,737	42%
Accident Reports	-	50	(50)	175	350	(175)	600	425	71%
Child Safety Guard Program	882	667	215	8,600	4,667	3,933	8,000	(600)	-8%
Traffic Fees	322	563	(241)	3,052	3,938	(886)	6,750	3,698	55%
City Judicial Fee	184	208	(25)	1,492	1,458	34	2,500	1,008	40%
City Arrest Fees	1,123	1,625	(502)	10,119	11,375	(1,256)	19,500	9,381	48%
10% Serv. Fee from T&A	-	1,846	(1,846)	13,408	12,921	487	22,150	8,742	39%
Time Payment Fee	-	2,083	(2,083)	17,842	14,583	3,259	25,000	7,158	29%
Planning and Zoning Fees	200	750	(550)	6,450	5,250	1,200	9,000	2,550	28%
Plan Review Fees	308	625	(317)	2,208	4,375	(2,167)	7,500	5,292	71%
Building Permits	2,501	3,417	(916)	22,659	23,917	(1,258)	41,000	18,341	45%
Liquor Licenses	-	667	(667)	6,528	4,667	1,861	8,000	1,473	18%
Contractor Registration Fee	1,050	917	133	9,650	6,417	3,233	11,000	1,350	12%
Certificates of Occupancy	1,300	583	717	6,200	4,083	2,117	7,000	800	11%
Clean & Show	-	44	(44)	160	310	(150)	531	371	70%
Dog Tag Revenue	10	25	(15)	180	175	5	300	120	40%
NSF Check Fees	-	2	(2)	35	15	20	25	(10)	-40%
Ambulance Revenue	3,480	10,833	(7,354)	57,112	75,833	(18,721)	130,000	72,888	56%
Fire Inspections	-	625	(625)	3,855	4,375	(520)	7,500	3,645	49%
Park Rental Revenue	540	250	290	2,190	1,750	440	3,000	810	27%
Gas Royalty Revenue	-	833	(833)	-	5,833	(5,833)	10,000	10,000	100%
Copy Fees	-	4	(4)	-	29	(29)	50	50	100%
No Insurance Towing Fees	175	417	(242)	1,075	2,917	(1,842)	5,000	3,925	79%
Interest Revenue	772	333	439	5,579	2,333	3,245	4,000	(1,579)	-39%
Other Revenue	916	833	83	18,181	5,833	12,348	10,000	(8,181)	-82%
Revenue Before Transfers In	\$ 238,549	\$ 320,179	\$ (81,630)	\$ 2,668,393	\$ 2,241,256	\$ 427,137	\$ 3,842,153	\$ 1,173,760	31%

**TOWN OF PANTEGO
GENERAL FUND
EXPENDITURE REPORT - APRIL 2016**

	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Expenditures:									
General & Administrative	\$ 29,923	\$ 50,711	\$ 20,788	\$ 319,862	\$ 354,979	\$ 35,117	\$ 608,535	\$ 288,673	47%
Public Works	38,205	51,154	12,949	317,769	358,079	40,310	613,850	296,081	48%
Community Development	9,760	15,128	5,368	77,302	105,897	28,595	181,537	104,235	57%
Police	96,383	115,171	18,787	684,274	806,195	121,920	1,382,048	697,774	50%
Fire	88,795	100,154	11,359	610,276	701,081	90,805	1,201,853	591,577	49%
Municipal Court	25,420	30,282	4,862	196,586	211,975	15,389	363,385	166,799	46%
Community Relations Board	1,446	1,000	(446)	5,421	7,000	1,579	12,000	6,579	55%
Special Events	-	708	708	8,998	4,958	(4,040)	8,500	(498)	-6%
Other	-	167	167	1,812	1,167	(645)	2,000	188	9%
Expenditures Before Transfers Out	\$ 289,934	\$ 364,476	\$ 74,542	\$ 2,222,299	\$ 2,551,330	\$ 329,030	\$ 4,373,708	\$ 2,151,408	49%

**TOWN OF PANTEGO
WATER AND SEWER FUND
REVENUE REPORT - APRIL 2016**

Revenue	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Sale of Water	\$ 30,039	\$ 40,000	\$ (9,961)	\$ 252,728	\$ 280,000	\$ (27,272)	\$ 480,000	\$ 227,272	47%
Water Tap Fees	-	25	(25)	600	175	425	300	(300)	-100%
Sewer Service Charge Fee	27,560	30,000	(2,440)	203,928	210,000	(6,072)	360,000	156,072	43%
Sewer Tap Fees	-	21	(21)	300	146	154	250	(50)	-20%
Groundwater Conservation Fee	1,115	1,870	(755)	10,526	13,091	(2,565)	22,442	11,916	53%
Groundwater Conservation Fee-Recovery	1,115	1,870	(755)	10,526	13,092	(2,566)	22,443	11,917	53%
Trash Collections	7,828	-	7,828	15,585	-	15,585	-	(15,585)	0%
Sales Tax on Trash Collections	640	-	640	1,277	-	1,277	-	(1,277)	0%
Recycling	2,077	-	2,077	4,026	-	4,026	-	(4,026)	0%
Sales Tax on Recycling	160	-	160	319	-	319	-	(319)	0%
Penalties	956	1,250	(294)	8,422	8,750	(328)	15,000	6,578	44%
Processing/Turn On Fees	(625)	83	(708)	(607)	583	(1,191)	1,000	1,607	161%
N.S.F. Check Fees	30	25	5	150	175	(25)	300	150	50%
Adm. Serv. Charge / Sewer Impact	620	583	37	4,638	4,083	555	7,000	2,362	34%
Interest Revenue	1	54	(53)	2	379	(378)	650	649	100%
Other Revenue	(2,429)	2,333	(4,763)	10,369	16,333	(5,964)	28,000	17,631	63%
Total Revenue Before Transfers In	\$ 69,085	\$ 78,115	\$ (9,030)	\$ 522,789	\$ 546,808	\$ (24,019)	\$ 937,385	\$ 414,596	44%

**TOWN OF PANTEGO
INFRASTRUCTURE IMPROVEMENT FUND
REVENUE REPORT - APRIL 2016**

Revenue	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Infrastructure Improvement Fee	\$ 25,284	\$ 25,000	\$ 284	\$ 177,341	\$ 175,000	\$ 2,341	\$ 300,000	\$ 122,659	41%
Interest Income	116	-	116	232	-	232	-	(232)	0%
Total Revenue Before Transfers In	\$ 25,400	\$ 25,000	\$ 400	\$ 177,573	\$ 175,000	\$ 2,573	\$ 300,000	\$ 122,427	41%

**TOWN OF PANTEGO
WATER AND SEWER FUND
EXPENSE REPORT - APRIL 2016**

Expenses	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Water	\$ 4,154	\$ 29,145	\$ 24,991	\$ 103,759	\$ 204,013	\$ 100,254	\$ 349,736	\$ 245,977	70.3%
Sewer	68,038	28,850	(39,188)	331,520	201,953	(129,567)	346,205	14,685	4.2%
Total Expenses Before Transfers Out	\$ 72,192	\$ 57,995	\$ (14,197)	\$ 435,279	\$ 405,966	\$ (29,313)	\$ 695,941	\$ 260,662	37.5%

**TOWN OF PANTEGO
INFRASTRUCTURE IMPROVEMENT FUND
EXPENSE REPORT - APRIL 2016**

Expenses	CURRENT MONTH			YEAR-TO-DATE			BUDGET		
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	Remaining	%
Infrastructure Improvements	\$ 4,950	\$ 18,917	\$ (13,967)	\$ 71,298	\$ 132,416	\$ (61,118)	\$ 226,999	\$ 155,701	69%
Total Revenue Before Transfers In	\$ 4,950	\$ 18,917	\$ (13,967)	\$ 71,298	\$ 132,416	\$ (61,118)	\$ 226,999	\$ 155,701	69%



PANTEGO PUBLIC SAFETY



PUBLIC SAFETY MONTHLY ACTIVITY SUMMARY- April 2016

Personnel

The Police Department has one opening for Telecommunicator. We are currently conducting an applicant search.

All three of our newest recruits are performing well in their second phase of training.

Operational Issues

Fire Department

The Medicaid application has been approved after a lengthy back and forth with the State administrative office.

The department underwent a bi-annual inspection by the Texas Commission on Fire Protection. No violations were found during the inspection.

Personnel are addressing the high vegetation issue by sending fourteen letters to property owners. Several owners have complied, but further enforcement measures are delayed by the requisite 10 day warning period.

The department administrative vehicle was delivered and is now having graphics and equipment installed.

Police Department

Delivery was accepted of the two new administrative vehicles. Equipment will be installed on May 11th.

Training

Police Department

Assistant Chief Reeves attended the second week of a three week training class offered by the Texas Police Chiefs Association. The class provides leadership training to various levels of administrative staff. Officer Chris Bruton attended a 32 hour Intermediate Spanish class. Telecommunicator Donna Stewart attended a six hour Ethics for Telecommunicators class.

Fire Department

Medical training for the month was over the topic of Anaphylactic Reactions. Firefighter Ogletree is attaining Fire Officer Certification and is undergoing driver training in preparation for fire apparatus operator certification.

All personnel have successfully passed the medical protocol examination developed and administered by the department Medical Director Dr. Roy Yamada.

Public Relations

Corporal Mike Marquez presented a proposal to the Pantego Lions Club for the purchase of surveillance cameras that would be installed in the park to help in the deterrence of vandalism and burglaries that have occurred over the last few months. The Club has agreed to donate \$5,975 for the purchase of one camera. The camera will record and can be monitored within Dispatch or a patrol vehicle through a private network. If this trial is successful there will be a budget proposal recommended to the City Manager for the purchase of additional cameras to be installed at the major street intersections. Corporal Marquez is coordinating the purchase and installation of the camera.

The Block Party, which was held at the intersection of Green Tee and Pompano Court on April 28th, was successful. Approximately 25 residents gathered to meet Police and Fire personnel. Pizza was donated by Papa John's for which they will be officially recognized.

Respectfully submitted,



Thomas D. Griffith
Chief of Public Safety

PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

April, 2016

Citations/Traffic Stops

Officer	Citations	Traffic Stops	Citations YTD
Griffith	0	0	0
Reeves	1	1	9
Moore	36	19	276
Bruton	69	43	242
Hubbell	42	24	248
Meinke	45	31	402
Marquez	29	18	83
Guy	2	3	2
Bonner	118	80	360
Kiser	73	43	73
Springer	78	34	78
Whitwell	0	0	0
TOTALS	490	296	1,773

Vehicle Crashes

Crash Type	Quantity.	YTD
Minor	9	36
Major	5	14
Hit & Run	0	4
TOTALS	14	54
Crashes reported to State	5	20

Incident Activity

Officer	Total Calls	Dispatch	Self- Initiated	Arrests	Ytd/ arrests
400 Griffith	18	9	9	0	0
600 Reeves	13	8	8	0	3
610 Whitwell	42	34	7	0	0
620 Moore	281	42	207	5	31
602 Bruton	178	8	170	5	33
603 Hubbell	214	26	188	13	37
604 Meinke	195	17	177	5	22

PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

605	Marquez	246	17	228	8	29
606	Guy	7	7	0	11	11
607	Bonner	303	42	254	11	48
608	Kiser	243	29	214	9	9
609	Springer	304	16	288	16	17
710	Watson				0	29
711	Hopkins				0	12
Totals		2044	255	1,750	74	272

Average 3:17
Response
Time

Respectfully,



Barry Reeves
Assistant Chief of Police

PANTEGO POLICE DEPARTMENT CRIMINAL INVESTIGATIONS REPORT



This report includes cases received in CID for the month of April, 2016 including cases filed with the District Attorney's office, active cases, and offenses cleared.

Offenses Received	Quan.	YTD
Assault	0	2
Assault Family Violence	1	3
Burglary/Building	1	5
Burglary/Coin-op	0	0
Burglary/Vehicle	2	3
Burglary/Residence	0	0
Manufacture and Delivery	0	0
Criminal Mischief	3	10
DWI	8	29
DWLI	0	1
Evading or Resisting Arrest/Detention	0	4
Failure to ID	1	3
Fraud	0	5
Graffiti	0	0
Poss. Controlled Subst.	3	12
Poss. Marijuana	11	31
Robbery	0	1
Theft	13	31
Theft of Motor Vehicle	0	2
Other	3	13
Total Received	46	155

Case Dispositions of Above Totals	Month	YTD
Cases Active	17	42
Cases Cleared	17	68
Cleared Cases Filed with DA	11	29
Cases Suspended-Pending Leads	0	0

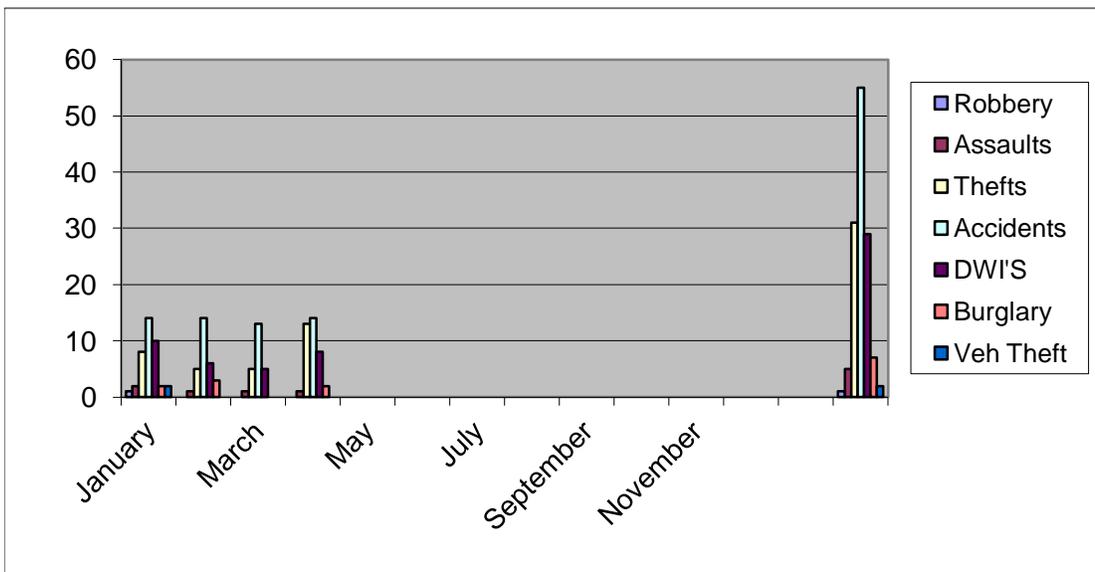
Cases Filed with DA from Previous Report Periods	Unk	11
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Respectfully submitted,

Chris Whitwell, Detective

2016 Crime Stat's (2)

2016 Monthly	Robbery	Assaults	Thefts	Accidents	DWI'S	Burglary	Veh Theft
January	1	2	8	14	10	2	2
February	0	1	5	14	6	3	0
March	0	1	5	13	5	0	0
April	0	1	13	14	8	2	0
May							
June							
July							
August							
September							
October							
November							
December							
Totals	1	5	31	55	29	7	2



Unintentional Transmission of Alarm				3	4	2	
Smoke Detector Activation - No Fire		3	3	1	2	1	
Bomb Scare - No Bomb							
System Malfunction		1				1	
False Alarm or False Call, Other		5	4		4	10	
CO Detector Activation, Malfunction	1	3					
Sprinkler Activation, no fire	1	1					
Special Incident Type							
Citizen Complaint							
Special Incident Type, Other		1					
Mutual Aid		3					
TOTAL FIRE INCIDENTS	24	112	92	33	106	167	
AVERAGE FIRE RESPONSE TIME - PANTEGO			2.9				



PUBLIC WORKS REPORT

April 2016

ADMINISTRATIVE/PROJECTS/ENGINEERING

- Phase II COMPLETED for scabbed concrete pavement repair patches - S. Bowen Rd from Winewood to W. Pioneer Parkway
- Bid opening and award for Pioneer West Water-line Crossover Project to Armadillo Underground Utilities
- Completed the Street Sign Condition Index to grade all signs throughout the town and prepare for sign replacements
- Received proposals for mowing maintenance services of facilities, Medians, and ROW

STREETS and DRAINAGE

- Inspected and removed debris from creek channel and flumes
- Pot-holes filled at various locations on Bowen and Wagonwheel

TOWN FACILITIES

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

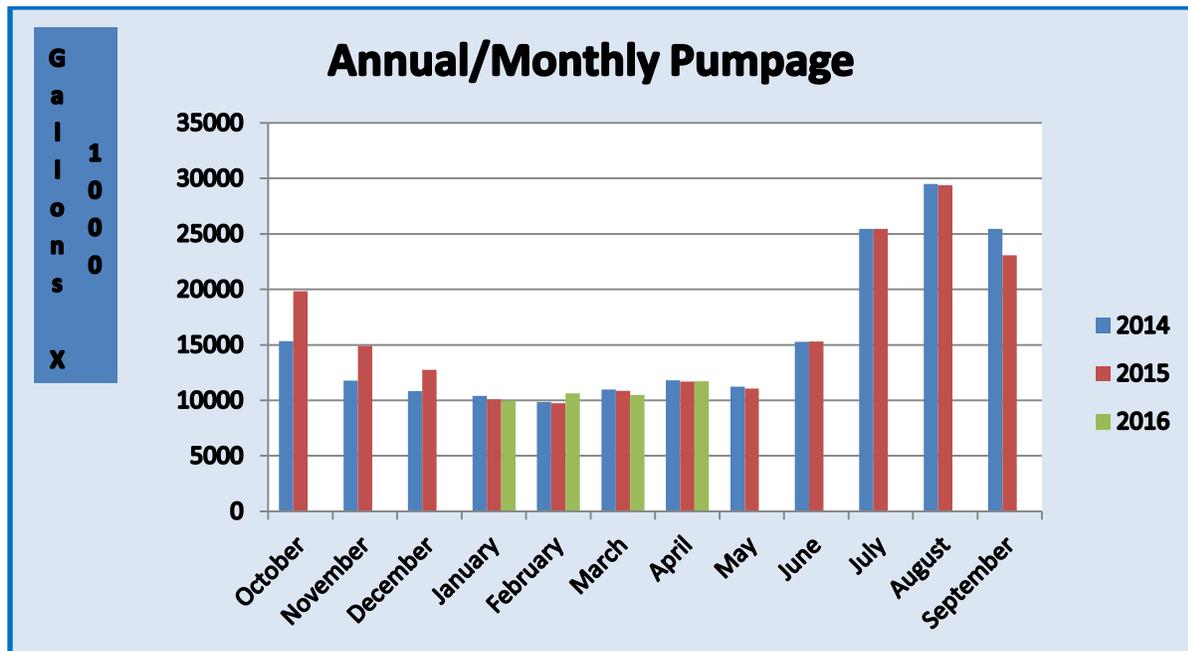


PARK OPERATIONS

- Daily cleaning at the restrooms
- Repaired/replaced broken (vandalized) wooden slats @ park bench & electrical breaker boxes
- All sprinklers at park checked, various repairs made and on-going
- Began locating broken sprinkler zone control valve – in progress
- Basketball courts mowed, edged, and blown off
- Replaced various lights throughout the bathrooms

UTILITY BILLING

April Billing for 1,201 Accounts \$94,776.03	April Past Due Balances \$3,999.84
April Billing for Garbage \$7,828.35	April Billing for Recycling \$2,076.59





WATER: WELLS AND DISTRIBUTION

- Total water production 11,711,000
- Average daily production 390,400
- (162) residual samples taken – average chlorine residual (.30)
- (3) total coliform / ecoli samples taken – all tests negative
- (1201) - meters read
- (18) - rereads
- (27) - dead end hydrants flushed
- (25) - work orders completed relating to water turn on and turn offs, meter replacements, etc

- (3) Large areas marked and located water and wastewater lines for contractors
- (10) Cut off/non-payment notices were issued
- (3) Cut off's were performed due to non-payment
- (1) Town water main leaking clamp on W. Pioneer Pkwy
- (1) Hydrant raised with extension
- (6) Work order for leaks reported, 5 were customer side issues
- (1) Water valves broken due to attempting to turn off
- (1) Installed/replaced service valves
- (5) Customer Side leaks
- (40) Exercised Hydrants



WASTEWATER

- (13) Cleaned the Lift Station bar screen and bagged the solids for the month
- Lift Station was mowed, edged, and blown
- (2) Sewer blockages that were customer side responsibility.
- (1) SSO at Stagecoach & W. Park Row, approximately 1200 gallon overflow. Blockage cleared and diluted via flushing fire hydrants.
- Televised sewer main at 12 Park Row Ct. and located the tap. The sewer main in this area is flat and allowing for settling near customer tap.
- 15,000 ft. of sewer main cleaned (pulled down)

PUBLIC WORKS MAINTENANCE

- Mosquito trapping and testing began first week of April
- Checked fluids and topped off fluids on work vehicles
- Serviced power equipment
- Started equipment and serviced as required
- Auctioned large items in shop to Rene Bates

ANIMAL SERVICES

- (2) Boxers loose walking along Peachtree were captured and eventually returned to owners
- (4) Dead squirrels picked up and disposed of
- (1) Dead chipped dog, owners found and notified and asked us to dispose of it
- (1) Dead cat picked up and disposed of
- (1) Dead possum disposed of
- (1) Dead pigeon disposed of
- (2) Captured possums relocated
- (2) Feral cats trapped and relocated



ENVIRONMENTAL SERVICES

• West Nile Testing

	2600 Miller Lane	1809 Nora Drive	Roaming #1	Roaming #2
4/8	Battery Out	5	0 - 3524 Garner Blvd	0 – 3613 Shady Valley
4/15	8	3	10 – 1704 Dickerson	25 – 3613 Shady Valley
4/22	0	0	4 – 2007 W. Pioneer	50 – 3613 Shady Valley
4/28	16	3	6 – 3005 Smith Barry	10 – 3613 Shady Valley

All tests in Pantego have been negative for West Nile Virus and Saint Louis Encephalitis. Tarrant County has reported no human cases

Mosquito Control Spraying

The Town was sprayed on the night of April 28th.

EVENTS

- Town Clean-up Event held on April 16th : 120 cubic yards of trash and 10 yards of mulch
Thank you Dennis Jobe for your assistance

ADDITIONAL ITEMS

- Kyle Sugg attended a Water Laboratory class in Ft. Worth
- Scott Williams, Kyle Sugg, and Junior Marquez attended TAWWA exhibits in Ft. Worth
- Cody Payne and Junior Marquez attended Underground Pipeline Safety Class in Ft. Worth



PHOTOS:

Water Main Leak on W. Pioneer Pkwy



Two Lab Puppies found on porch. They have been fostered out for possible adoption.





Sewer Main televised and located at 12 Park Row Ct



Street Sign Condition Index being completed; one of many signs to be replaced





Town Clean Up Event



Chipping Brush During the Clean Up Event





COMMUNITY DEVELOPMENT REPORT – APRIL 2016

PLANNING AND ZONING

- Zoning Case Z-222, a proposed special use permit as requested by Godswill Onyebuchi to establish a church for the property at 2102 West Pioneer Pkwy, Lot 2 of the W.J. Barry Addition, Pantego, Tarrant County, Texas was approved by the Planning and Zoning Commission by a (5) to (0) vote.

CONSTRUCTION AND DEVELOPMENT

- **1900 Melborne Drive**
Construction on a new residential build. Form boards have been set up.
- **1902 Sarah Court**
Construction on a new residential build. Work on the interior finish out is in process.
- **2905 Mistletoe**
Construction on a new residential build. Electrical rough, Mechanical Duct, Plumbing top out, Framing and Insulation has been inspected.
- **3201 W Pioneer Pkwy**
Construction on a new Meineke. Finals on all interior finish out should be completed in May.

CERTIFICATES OF OCCUPANCY

- Di Forte- 2400 W Pioneer Pkwy Suite 105- Restaurant
- Select Listings Autosales LLC- 3634 W Pioneer Pkwy- Auto Internet Sales Only
- C. Best Cuts Hair Salon- 2576 W Pioneer Pkwy- Hair Salon
- Dent Solutions- 2011 Roosevelt Dr- Paintless Dent Repair
- Estep Dent Repair- 2026 W Pioneer Pkwy Suite D8- Paintless Dent Repair
- GDG Construction, LLC- 1922 W Pioneer Pkwy Suite G & H- Construction Services
- Lead Power, LLC- 3615 W Pioneer Pkwy Suite A- Telemarketing
- Comet Cleaners- 1507 S Bowen Rd- Dry Cleaning & Laundry
- Hank & Ellie- 2224 W Park Row Dr Suite E- Retail Shop
- North Texas Cleaning Systems- 2221 W Arkansas Ln Suite 106A- Cleaning Service & Distribution
- NCS Roofing & Construction- 3216 W Park Row Dr Suite D & F- Roofing

INSPECTIONS

	APR TOTAL	YTD TOTAL
BUILDING INSPECTION	8	52
CERTIFICATE OF OCCUPANCY	9	58
CUSTOMER SERVICE INSPECTION	0	0
ELECTRICAL INSPECTION	5	37
MECHANICAL INSPECTION	3	10
PLUMBING INSPECTION	9	59
REINSPECTION	0	5
CODE ENFORCEMENT INSPECTIONS	2	6
TOTAL INSPECTIONS	36	227

CONSTRUCTION VALUES

	APRIL	2015/2016 YTD
NEW RESIDENTIAL CONSTRUCTION	\$0.00	\$734,115.00
EXISTING RESIDENTIAL REMODEL	\$56,000.21	\$361,580.27
NEW COMMERCIAL CONSTRUCTION	\$0.00	\$ 0.00
EXISTING COMMERCIAL REMODEL	\$101,941.36	\$833,435.36
TOTAL VALUE	\$157,941.57	\$1,929,130.63

FEES COLLECTED

	APR TOTAL	APR FEES	YTD TOTAL	YTD FEES	BUDGET	YTD DIFF.
CERTIFICATE OF OCCUPANCY	11	\$1,100.00	45	\$4,500.00	\$7,000.00	(\$2,500.00)
ZONING FEES	0	\$0.00	10	\$5,750.00	\$9,000.00	(\$3,250.00)
DEVELOPMENT FEE	0	\$0.00	0	\$0.00	\$0.00	\$0.00
PLAN REVIEW	2	\$232.52	25	\$2,938.85	\$7,500.00	(\$4,561.15)
BUILDING PERMIT	21	\$1,675.54	148	\$19,141.28	\$41,000.00	(\$21,858.72)
UTILITY RELEASE	1	\$40.00	3	\$120.00	\$0.00	\$120.00
CONTRACTOR REGISTRATION	16	\$1,000.00	112	\$9,500.00	\$11,000.00	(\$1,500.00)
LIQUOR PERMITS	0	\$0.00	16	\$5,995.00	\$8,000.00	(\$2,005.00)
TOTAL FEES		\$4,048.06		\$47,945.13	\$83,500.00	(\$35,554.87)



MUNICIPAL COURT



Municipal Court Collections / April 2016

On-Time Citations

Fines- \$24,963.76
Fees- \$11,775.79
 Total- \$36,739.55

Warrants

Fines- \$35,212.99
Fees- \$12,477.68
 Total- \$47,690.67

Court Security Fund- \$903.50

Court Technology Fund- \$1,228.00

Accident Reports- \$10.00

Collection Fees- \$1,633.60

Gross Total Revenue- \$ 84,430.22
Less State Fee's- \$ 24,253.47
 Net Revenue- \$ 60,176.75

Presented by: Thressa Householder



WARRANT MONTHLY TOTALS FOR APRIL 2016

TOTAL WARRANTS VALUE CLEARED -----	\$64,483.80										
FYTD-----	\$543,579.40										
TOTAL PAYMENTS COLLECTED -----	\$50,262.70										
FYTD-----	\$294,576.67										
TOTAL NON-CASH CLEARED -----	\$14,221.10										
FYTD-----	\$161,591.53										
WARRANT FEES COLLECTED -----	\$7,531.10										
FYTD-----	\$59,494.89										
BONDS/FORFEITURES -----	\$0										
FYTD-----	\$6,067.72										
TOTAL PHONE CALLS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 – 143</td> <td style="text-align: center;">OUT</td> <td style="text-align: right;">711 – 424</td> <td style="text-align: center;">OUT</td> <td style="text-align: right;">Tot – 567</td> </tr> <tr> <td style="text-align: right;">119</td> <td style="text-align: center;">IN</td> <td style="text-align: right;">135</td> <td style="text-align: center;">IN</td> <td style="text-align: right;">Tot - 254</td> </tr> </table>	710 – 143	OUT	711 – 424	OUT	Tot – 567	119	IN	135	IN	Tot - 254
710 – 143	OUT	711 – 424	OUT	Tot – 567							
119	IN	135	IN	Tot - 254							
TOTAL POST CARDS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 – 34</td> <td style="text-align: right;">711 – 49</td> <td style="text-align: right;">Tot - 83</td> </tr> </table>	710 – 34	711 – 49	Tot - 83							
710 – 34	711 – 49	Tot - 83									
PERSONAL STOPS/ATTEMPS -----											
CONTACTS -----											
DOOR HANGERS -----											
ARRESTS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 – 0</td> <td style="text-align: right;">711 – 0</td> <td style="text-align: right;">Tot – 0</td> </tr> </table>	710 – 0	711 – 0	Tot – 0							
710 – 0	711 – 0	Tot – 0									
PAY PLANS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 – 14</td> <td style="text-align: right;">711 – 13</td> <td style="text-align: right;">Tot - 27</td> </tr> </table>	710 – 14	711 – 13	Tot - 27							
710 – 14	711 – 13	Tot - 27									
BONDS/COURT DATES -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 – 4</td> <td style="text-align: right;">711 – 1</td> <td style="text-align: right;">Tot – 5</td> </tr> </table>	710 – 4	711 – 1	Tot – 5							
710 – 4	711 – 1	Tot – 5									
BOND AMOUNT -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - \$3,574.00</td> <td style="text-align: right;">711 - \$1,253.00</td> <td style="text-align: right;">Tot \$4,827.00</td> </tr> </table>	710 - \$3,574.00	711 - \$1,253.00	Tot \$4,827.00							
710 - \$3,574.00	711 - \$1,253.00	Tot \$4,827.00									
LETTERS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 – 88</td> <td style="text-align: right;">711 – 108</td> <td style="text-align: right;">Tot 196</td> </tr> </table>	710 – 88	711 – 108	Tot 196							
710 – 88	711 – 108	Tot 196									
TOTAL WARRANTS CONTACTED ----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 – 90</td> <td style="text-align: right;">711 – 124</td> </tr> </table>	710 – 90	711 – 124								
710 – 90	711 – 124										

TOTAL WARRANTS CLEARED-----	710 – 90	711 – 124
TOTAL VALUE-----	710 - \$27,638.30	711 - \$37,431.00
TOTAL AMOUNT COLLECTED-----	710 - \$10,548.90	711 - \$18,775.00
FUTURE REVENUE-----	710 - \$10,744.30	711 – \$9,618.90

EXTRA DUTIES/VACATION/OTHER FOR FEBRUARY

Both officer's participated in a training session at the gun range for firearms training.

Officer Watson out 4 DAYS (Sick/Personal)
Ofcr. Hopkins out 1.5 days sick 1 day vacation

Arraignments - 11

Prisoner Transfers - 0

Prisoner Service calls - 4

Assist Patrol - 4

Additional warrants cleared – 213

Respectfully submitted,

Warrant Officer: Chad Watson 710

Warrant Officer: Robert Hopkins 711

Report for fees collected: 4/01/2016 - 4/30/2016

Street:	Fee	Citation	Violation	Amount	Posting Date
COLAGY	COLLECTIONS FEE	129890F	02	33.00	4/25/2016
COLAGY	COLLECTIONS FEE	129890F	03	93.00	4/25/2016
COLAGY	COLLECTIONS FEE	130262	01	59.40	4/25/2016
COLAGY	COLLECTIONS FEE	130262	02	144.00	4/25/2016
COLAGY	COLLECTIONS FEE	130262F	01	93.00	4/25/2016
COLAGY	COLLECTIONS FEE	130262F	02	93.00	4/25/2016
COLAGY	COLLECTIONS FEE	131705	01	76.50	4/01/2016
COLAGY	COLLECTIONS FEE	131705F	01	85.50	4/01/2016
COLAGY	COLLECTIONS FEE	133606F	01	25.20	4/26/2016
COLAGY	COLLECTIONS FEE	137973F	02	108.00	4/11/2016
COLAGY	COLLECTIONS FEE	144466	03	100.00	4/18/2016
COLAGY	COLLECTIONS FEE	146053	01	85.50	4/20/2016
COLAGY	COLLECTIONS FEE	149306F	01	41.80	4/06/2016
COLAGY	COLLECTIONS FEE	E000731	01	27.00	4/08/2016
COLAGY	COLLECTIONS FEE	E000731F	02	99.00	4/08/2016
COLAGY	COLLECTIONS FEE	E000731V	01	99.00	4/08/2016
COLAGY	COLLECTIONS FEE	E010065	01	130.20	4/08/2016
COLAGY	COLLECTIONS FEE	E010065F	01	82.50	4/08/2016
COLAGY	COLLECTIONS FEE	E011274F	01	66.50	4/12/2016
COLAGY	COLLECTIONS FEE	E011694F	03	91.50	4/07/2016

20 1,633.60 COLAGY COLLECTIONS FEE

TOTAL: 1,633.60



AGENDA BACKGROUND

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

DATE: May 9, 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 May 9, 2016.

PROSECUTOR SERVICE FOR THE MONTH OF APRIL 2016

ACCOUNT # 100-5-160-210.00



INVOICE FOR SERVICES

SERVICES PERFORMED: PROSECUTOR FOR MUNICIPAL COURT

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

MAGISTRATION SERVICE FOR THE MONTH OF APRIL 2016

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: ARRAIGNMENTS/WARRANTS/MAGISTRATION
DUTIES



VENDOR # 11022

Sara Jane del Carmen

BLOOD DRAW WARRANTS
MAGISTRATIONS

TOTAL - \$1,150.00

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

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1949 53

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 to:
TOWN OF PANTEGO
Attn: Accounts Payable
1614 S. Bowen Road
PANTEGO, TEXAS 76013
3. TAXES. Municipality Tax Exempt
Entity I.D. #75-1291097

TO KINLOCH EQUIPMENT CO.
763 109TH ST.
ARLINGTON, TX. 76011

SHIP
TO

DATE		ACCT #		DEPT.					
QUANTITY		STOCK NUMBER / DESCRIPTION				PRICE	PER	AMOUNT	
ORDERED	RECEIVED								
1		Trailer mounted, Combo value turner and hydro-Excavation Unit UNIT# PV100-PT1000SH-DIHWT-T * Approved in Budget FY 15-16 * Buy Board Purchase						49,187	77
							TOTAL	49,187	77

William

[Signature]

APPROVED BY



PUBLIC WORKS MEMO

Date: May 5, 2016
To: Matthew Fielder, City Manager
From: Scott Williams, Public Works Director
Subject: Valve Operator and Hydro-excavator Combo Unit

The Public Works Department requests the approval of a Purchase Order in the amount of (\$49,187.77) to Kinloch Equipment & Supply, Inc. The expenditure is for a trailer mounted combo valve turner and hydro-excavator. The funding was previously approved by Council in the FY15-16 budget. With the purchase of this unit, the Public Works Department can provide both a water valve maintenance program and a unidirectional flushing program at a much higher performance metric and at scheduled intervals.

Scott Williams, Public Works Director

Matt Fielder, City Manager

CC: E. Williams, Accounts Payable



Arlington Service Center
763 109th Street
Arlington, TX 76011
Office (817) 649-5900
Fax (817) 633-7239
Toll Free (800) 536-5902

I am pleased to offer this quote to the Town of Pantego for a Pacific Tek Valve operator trailer.

Quote to the Town of Pantego, Texas.

Valve operator with Hydro Ex Kit.

100-380015

PV100-PT1000SH-D1HWT-T

PV-100, PT1000SH Slide Head Valve Exerciser, Drive One 25HP gas engine, 325 CFM blower, pressure washer 3000 PSI @ 4 GPM, 60 gallon under deck water tank, hydraulic tool circuit with oil cooler, LED traffic director, step deck single axle trailer w/ electric brakes 5200# GVWR

11-00008

PT1000SH(8)

Up-Charge for additional 1' length on the reach of the PT1000SH Valve Exerciser.

99-100256

AI-Auto Intelligence

AI - Automated Intelligence Valve Cycle Controller - Automatically and safely cycle through exercising valves. Includes weather resistant digital touch screen controller. For PT1000SH only.

Buy Board Total - \$49,187.77

Buy Board Contract #

Includes delivery and training

Rick Mehrhoff - - Northwest Territory Sales Rep

Kinloch Equipment and Supply, Inc

817-613-6032



The Underground Infrastructure Maintenance Solutions





MEMORANDUM

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: May 5, 2016

Subject: iWerks Invoice

I have reviewed the attached iWerks invoice with the Departments identified in the hourly breakdown. Based on the information provided, it appears that the invoice was larger than normal due to the fact that several technology projects were implemented during this billing period, as well as issues were had with existing technology. The following breaks them down by major project:

- **Body Cameras:** The Police Department introduced new body camera systems during this period. This required installation and troubleshooting of software.
- **Toughbook Laptops:** The Police Department introduced new laptop computers into patrol vehicles, which required their installation in the vehicles, as well as software and hardware for them to communicate remotely with the dispatch system.
- **Police Department Security Camera:** The Police Department installed a new security camera that covers the entrance and parking lot. Once the project was started, difficulties were encountered running the cable from the camera location to Dispatch.
- **Town Hall Council Chambers Projector:** The cable for the project in the Council Chambers was damaged by an electrical surge during a period of bad weather. iWerks had to troubleshoot it to find the fault, and then replace the cable.
- **Server maintenance:** The Town uses seventeen (17) servers, which require an average of twelve (12) to fifteen (15) hours of maintenance per month.
- **Relocation of the Time Warner data connection from Town Hall to the Police Department:** When a power outage at Town Hall occurs, the Police Department suffers a loss of its internet capability, which also carries our non-911 phone lines. By relocating it to the Police Department, it will have access to emergency power, and provide a greater chance to maintain phone and e-mail capabilities in an emergency.



INVOICE

Monday, April 18, 2016

Invoice Number: 4891

BILL TO:

Town of Pantego
Accounts Payable
1614 South Bowen Road
Pantego, TX 76013

SHIP TO:

Town of Pantego
Accounts Payable
1614 South Bowen Road
Pantego, TX 76013

March 1, 2016-March 31, 2016 services and expenses associated with Town of Pantego.

Flat Rate Monthly (20 hours) March 2016

\$1,820.00

Non-Contractual Hours (Above 20.00hrs/mo) - Services:

03/03/16 DLB	3.00	Hours @	\$85.00	255.00
03/10/16 TRT	5.00	Hours @	\$85.00	425.00
03/11/16 DLB	8.50	Hours @	\$85.00	722.50
03/11/16 TRT	4.50	Hours @	\$85.00	382.50
03/14/16 DLB	1.00	Hours @	\$85.00	85.00
03/15/16 BJL	4.50	Hours @	\$85.00	382.50
03/15/16 DLB	2.50	Hours @	\$85.00	212.50
03/16/16 DLB	8.00	Hours @	\$85.00	680.00
03/17/16 BJL	2.50	Hours @	\$85.00	212.50
03/17/16 DLB	6.00	Hours @	\$85.00	510.00
03/18/16 BJL	3.25	Hours @	\$85.00	276.25
03/18/16 DLB	3.50	Hours @	\$85.00	297.50
03/22/16 CMR	0.25	Hours @	\$85.00	21.25
03/23/16 DLB	7.00	Hours @	\$85.00	595.00
03/24/16 DLB	6.00	Hours @	\$85.00	510.00
03/25/16 DLB	7.50	Hours @	\$85.00	637.50
03/28/16 DLB	7.50	Hours @	\$85.00	637.50
03/29/16 DLB	3.50	Hours @	\$85.00	297.50
03/30/16 DLB	3.50	Hours @	\$85.00	297.50
03/30/16 JAR	0.75	Hours @	\$85.00	63.75
03/31/16 CMR	1.00	Hours @	\$85.00	85.00
03/31/16 DLB	1.00	Hours @	\$85.00	85.00

Non-Contractual Hours (Above 20.00hrs/mo) - Total Services:

\$7,671.25

Non-Contractual Hours (Above 20.00hrs/mo) - Expenses:

Cabling for Security Camera	32.38
Multi Purpose Drill Bit, PVC Cement, PVS Elbow x 2 (tools and Hardware to mount camera)	14.47
Accell DP to VG; Accell DP to VG-d Adapter	83.14
3/16/16 Standard SSL Certificate 1 Year	49.99

Non-Contractual Hours (Above 20.00hrs/mo) - Total Expenses:

\$179.98

Please pay by Tuesday, May 3, 2016:

\$9,671.23

Thank you for your business.



Town of Pantego

Invoice Number: 4891

Invoice Detail

<u>Date</u>	<u>Hours</u>	<u>Description</u>
Flat Rate Monthly (20.00 hours)		
Wednesday, March 2, 2016	6.50	DLB Work with Tom to find out the needs/cost for installing the new security camera. Fix an error on the PD file server backup. Restart servers to complete updates. Fix an error on Host 2 preventing the cluster manager to respond.
Friday, March 4, 2016	2.00	DLB Reset DHCP on Dispatch Station 1 at the PD after setting it static the night before due to a temporary server outage. Setup a backup schedule for the CH-AVW and the new Laserfiche server.
Monday, March 7, 2016	2.00	DLB Re-setup backup for PD-Incode. Install Backup Tools and configure backup for CH-AVW. Add backup schedules for the 3 host servers.
Tuesday, March 8, 2016	2.00	DLB Install updates on all virtual servers. Restart servers as needed.
Wednesday, March 9, 2016	2.00	DLB Worked with Epson support to troubleshoot the Council Chamber projector not turning on. Setup warranty replacement for the projector. Installed the replacement hard drive for the storage array for the clustered servers. Work with the hardware vendor, Stallard, to troubleshoot the replacement drive showing incompatible.
Thursday, March 10, 2016	5.50	DLB Provide more information to Stallard so they can help troubleshoot the replacement drive showing incompatible. Run the extension cable for PD's new security camera. Purchase equipment needed to mount and extend the cable to mount the camera.
Flat Rate Monthly (20.00 hours):	<u>20.00</u>	
Non-Contractual Hours (Above)		
Thursday, March 3, 2016	3.00	DLB Restart servers to finish installing updates. Fix error on host 1 that prevented the cluster from working properly. Restore 2 virtual servers that failed when the cluster service went down.
Thursday, March 10, 2016	5.00	TRT Cable run and camera install at the PD for Chief Griffith.
Friday, March 11, 2016	8.50	DLB Swap out the projector in the Council Chamber with the warranty replacement. Troubleshoot PDs



new camera not displaying video. Found the 100 foot extension was bad. Re-ran with a new extension cable. Worked with Revo support to make the pan, tilt and zoom features work. Mount the camera outside and test functionality. Work with Stallard support to continue troubleshooting the replacement drive not working in the SAN. Cleared its config and re-initialized the drive and it started functioning.

Friday, March 11, 2016	4.50	TRT	Cable run and camera install at the PD for Chief Griffith.
Monday, March 14, 2016	1.00	DLB	Setup new user Erica Williams in Active Directory. Create her email account. Ensure she's added to the Spam Filter. Give her access to the Finance folder. Log into her PC with her account to setup her email. Start installation of VERIPATROL for the PD Body Cams. Reach out to VIEVU support when the installation failed.
Tuesday, March 15, 2016	4.50	BJL	Monthly server Maintenance
Tuesday, March 15, 2016	2.50	DLB	Setup the new body cams for PD. Work with VieVu support to troubleshoot an error when assigning a camera.
Wednesday, March 16, 2016	8.00	DLB	Help Erica log into Laserfiche. Test the new PD body cams. Work with VieVu support to troubleshoot two units that wouldn't allow them to be assigned. Setup an RMA to return them. Purchase converters to allow the HP PC to connect to the Dispatch monitors. Install necessary software on the HP PC. Connect the Omnix PC and Router to the PD switch.
Thursday, March 17, 2016	2.50	BJL	Monthly Server Maintenance
Thursday, March 17, 2016	6.00	DLB	031Unbox and prepare new Toughbooks for deployment at PD. Configure SSL certificate for the firewall to vpn.townofpantego.com. Configure AnyConnect VPN for remote connection to the network.
Friday, March 18, 2016	3.25	BJL	Monthly Server Maintenance; creating schedules for monthly server maintenance
Friday, March 18, 2016	3.50	DLB	Finalize the VPN setup. Change the webmail site's IP and remove remote.townofpantego.com.
Tuesday, March 22, 2016	0.25	CMR	Data Destruction on 2 Hard Drive: SODFJ1OLC440617; WMAYW1803886
Wednesday, March 23, 2016	7.00	DLB	Download Altaro Backup software. Install and configure the trial version to start backing up PD-Incode since the current backup was taking 17



Thursday, March 24, 2016	6.00	DLB	hours to compete. Fix error on the Host servers preventing the VMs from Failing Over to another node and causing the backups to fail.
Thursday, March 24, 2016	6.00	DLB	Research IT services billing for Julie and the budget review. Request pricing for MS Office. Fix error on servers showing it some VMs were in a backup state even though it was not. Prepare the server rack for re-arranging and re-routing the wires.
Friday, March 25, 2016	7.50	DLB	Re-arrange the server rack to make room for the new server from Tyler Tech. re-route wires to clean up and make room for the new server. Move the Cisco Firewall from City Hall to the PD.
Monday, March 28, 2016	7.50	DLB	Exchange the rack shelf for the correct size. Setup the new server on the rack and connect all wires. Add the server to the domain and start updates. Swap out the Dispatch Station 1 PC with the newer HP. Work with Karen to make sure everything is running properly. Add the DPS network to PD-Incode. Add firewall rules to allow NetMotion VPN connections from the Toughbooks used in the PD Vehicles.
Tuesday, March 29, 2016	3.50	DLB	Work with Tyler Tech's onsite tech to finish setting up the Mobile CAD software. Troubleshoot Altaro Backup trial software showing duplicate servers and not allowing them to be backed up. Discuss options for a wireless camera at the Bicentennial Park with Marquez.
Wednesday, March 30, 2016	3.50	DLB	Troubleshoot servers going down the night before. Work with Digital Ally to get Unit 46 to upload videos automatically. Drop off old equipment to be recycled.
Wednesday, March 30, 2016	0.75	JAR	Troubleshooting outage of station 1 and drive issue on station 2, issue was VM PDFS01 was down, booting VMs resolved issue, confirmed with Dispatch.
Thursday, March 31, 2016	1.00	CMR	Hard Drive Data Destruction: 3QN3SAXX; 3NMIMM7T; 3QN4DQRY; 9WM2GB93; 3QN4DS6J
Thursday, March 31, 2016	1.00	DLB	Fix ColorQube not scanning to the server. Work with David to troubleshoot Laserfiche distortion.
Non-Contractual Hours (Above)			
	<u>90.25</u>		
	<u>110.25</u>		



AGENDA BACKGROUND

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

Date: May 9, 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:

041816 TC Minutes
042516 TC Minutes
040416 P&Z Minutes

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

Town Council Minutes
April 18, 2016

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in special session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 18th day of April 2016 with the following members present:

<p>Melody Paradise Russ Brewster Fred Adair Don Surratt Jane Barrett</p>	<p>Mayor Mayor Pro-Tem Council Member Council Member Council Member</p>
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Members absent:

<p>Don Funderlic</p>	<p>Council Member</p>
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Constituting a quorum. The following staff members were present:

<p>Matt Fielder Julie Arrington Jim Jeffrey Dennis Jobe</p>	<p>City Manager City Secretary Town Attorney Community Development Director</p>
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Also in attendance:

None.

SPECIAL SESSION 6:30 P. M.

Mayor Paradise called the special session to order at 6:38 p.m.

1. Discuss and review major revisions to the Town of Pantego Municipal Code of Ordinances Chapter 14 Zoning.

Council discussed and reviewed the Town Attorney's written comments to the revised ordinance. There was discussion on the definition of call centers and where they are allowed; the handling of the legal aspects of code enforcement; including noise regulations in the zoning code along with the nuisance code; and discussion on time limits to planned development properties. Council directed staff to determine the boundaries of the Park Row Corridor for the purpose of enforcing this ordinance. Mr. Jeffrey discussed an allowable and customary time limit for the completion of a Planned Development (PD). Mr. Fielder informed Council the procedures of other comparable municipalities for the completion of a PD project and cautioned on allowing open ended PD's. Council discussed imposing an enclosure requirement to dumpsters located in commercial areas. Mr. Jeffrey explained staff cannot grant a waiver to the zoning requirements that is only allowed by a quasi-judicial board. Mr. Jeffrey recommended a period of time for compliance with notification. This will allow Council to obtain feedback on compliance. At that time they can re-visit the ordinance. There was discussion on donation boxes and the requirement of setbacks, parking on all weathered surfaces, and a distance requirement between the boxes.

Mayor Paradise dismissed Councilmember Barrett and Jim Jeffrey at 8:15 p.m.

Council discussed the definition and building requirements of a carport versus a garage; the definition of a recreational vehicle; mobile food service vehicles being required to provide a copy of their health permit; and discussed the recommended size of the traffic triangle. Staff will obtain a recommendation from Joyce Stanton, Town Engineer, on the consistency of the traffic triangle. There

Town Council Minutes
April 18, 2016

was discussion on the legal allowances of a variance by the Zoning Board of Adjustment. Mr. Fielder will clarify the section of the zoning ordinance that discusses the powers of the Zoning Board of Adjustment.

Mayor Paradise recessed the meeting for a brief break at 9:02
Mayor Paradise reconvened the meeting at 9:11 p.m.

Council requested town homes to be allowed in the Park Row Corridor with a special use permit. There was discussion on the requirements of an antenna to be attached to a building. After some discussion on garage sales, staff was directed to increase the number of allowable annual garage sales to three per household per year. Council directed staff to reword the definition of the side yard and attempt to have the diagram match the written explanations. Day Service – Adult will be changed to require a special use permit for C1, C2, C3, C4, LI, PRC, and PPC zoning locations. Wind Driven Energy Systems will be removed from the C1 and C2 zoning areas and allowed through an approved special use permit in all other commercial zoning areas. The permit for a circus or carnival was shortened to 7 days. Car Wash – Full Service will be changed to require a special use permit in C4, LI, and PPC only.

ADJOURNMENT

Mayor Paradise adjourned the special session at 9:58 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Town Council Minutes
April 25, 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 Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 25th day of April 2016 with the following members present:

<p>Melody Paradise Russ Brewster Don Surratt Fred Adair Jane Barrett</p>	<p>Mayor Mayor Pro-Tem Council Member Council Member Council Member</p>
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Members absent:

Don Funderlic	Council Member
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Constituting a quorum. The following staff members were present:

<p>Matt Fielder Julie Arrington Jim Jeffrey Karen Hollingsworth Dennis Jobe Scott Williams Tom Griffith Barry Reeves Robert Coker</p>	<p>City Manager City Secretary Town Attorney Finance Director Community Development Director Public Works Director Chief of Public Safety Assistant Police Chief Assistant Fire Chief</p>
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Also in attendance:

None.

WORK SESSION 6:30 P.M.

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

Mayor Paradise reconvened the Council meeting at 7:04 p.m.

CONSENT AGENDA ITEMS

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

1. City Manager Report

Town Council Minutes
April 25, 2016

Mr. Fielder informed Council on the following information:

The Bowen Road construction is moving forward with construction to the interior lanes from Smith Barry to Pioneer Parkway. Once this is complete the contractor will crack seal and restripe the road.

The only personnel vacancy is the dispatch position.

It is mosquito season and the spraying will begin this Thursday at dusk. It has been published to the website and Facebook and there is a scheduled Blackboard message for Thursday.

The Joint Session has been scheduled for this Wednesday at 6:30 p.m. Three Council members will not be able to attend the meeting. Due to a lack of quorum from Council, staff was directed to re-schedule.

The Oncor Steering Committee typically argues the electric rates with Oncor on behalf of the town. Energy Future Holdings, the company that owns Oncor, has filed bankruptcy. Due to the bankruptcy, the Hunt family has proposed a plan to acquire and re-structure Oncor. The Public Utility Commission has approved the acquisition with stringent conditions. Since then the Hunt Group has requested a re-hearing in front of the PUC to argue that the qualifications will make the deal untenable. Mr. Fielder suggested the Council wait and see how these events turn out before signing a resolution objecting to the rate structure that will be proposed as a result of the acquisition. Council agreed.

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

Council inquired on the amount of the Iwerk invoice and requested staff to pull the Iwerk invoice for review with the City Manager.

3. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from April 11, 2016

No comments.

Acceptance of Minutes of Boards and Commissions:

- PEDC minutes from March 23, 2016

No comments.

4. Discuss an update on PantegoFest 2016.

Holly Potter-Harvey updated Council on the band lineup, the itinerary for the event, and presented an updated budget. There was discussion on the budget; the logistics of the steak cook-off; and a meeting that has been set up with the President of the Steak Cook-off Association to finalize the details. There was discussion on the beer vendors and the type of beer; an update on her meeting with the Tarrant County Health Inspector; and a concern for the amount of space needed for the event. Ms. Potter-Harvey has cut the original deficit of the budget and believes there will be an influx of vendors and exhibitors to the event. Due to parking concerns, Council requested Ms. Potter-Harvey to include the cost of shuttles to get the participants to and from the parking areas and the event.

Mayor Paradise adjourned the work session at 7:41 p.m.

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

Mayor Paradise called the regular session to order at 7:45 p.m. and welcomed the audience.

Town Council Minutes
April 25, 2016

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

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Surratt welcomed the audience and announced he attended the Police Motorcycle Competition in Grand Prairie. He congratulated Officer Meinke for winning 5th place in the competition.

Councilmember Barrett welcomed the audience, congratulated the Police Department on the competition, and stated the new surface at the playground was fantastic.

Councilmember Adair agreed and thanked staff for their work and help with the bi-annual Clean-Up day and its success.

Mayor Pro-Tem Brewster agreed and commented the Clean-Up day was a great event; he is excited to see the new public safety vehicles on the road stating they look really nice; thanked staff and council for working together; and thanked the audience for attending the meeting.

Mr. Fielder reminded Council the Public Safety Block Party is this Thursday at 6:00 p.m. at the corner of Green Tee and Pompano.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett reported the Board has not met since the last council meeting. The next meeting will be on May 3rd.

Pantego Youth Leadership Council

Mayor Paradise reported the last participatory meeting was last Tuesday and it was very well attended. They talked in general over the entire program and identified some issues. The students presented the issues to the PYLC council members seated at the Dias. The council learned to phrase their questions to seek information and not challenge the presenter's views. They discussed the field trip to Fossil Rim and the Awards dinner on May 17th.

PEDC REPORT

Councilmember Surratt reported the Board discussed additional improvements to Bicentennial Park and requested staff to obtain bids for the replacement of the flooring at the exercise park with the turf that was placed at the playground. The Board also discussed the joint session with Council and an update on the loans.

CITIZENS OPEN FORUM

None.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Surratt made a motion to approve the consent agenda items 1, 2, 3, & 4 as discussed in the work session with the exception that Council is pulling the Iwerk invoice for further investigation by staff. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

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

Town Council Minutes
April 25, 2016

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

Mr. Williams introduced two representatives from Collier Consulting; Peter Schulmeyer and Steve Stone. He explained Collier Consulting was there to present the first annual summary for the well monitoring program. Mr. Schulmeyer gave a presentation of the findings to Council. He demonstrated and explained the results of the test for each water well. There was discussion on why the Stolper East well is out of service and regarding the work completed on the wells within the last five years. Staff was requested to create a maintenance log on each well with as much historical information as staff can find up-to-date. Collier stated they would look through their records and help staff create this information. There was discussion on the elevated tank and if it is a factor to the efficiency of the booster pumps and head pressure issues.

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.

Ms. Arrington read the caption for the record.

Mayor Paradise opened the public hearing at 8:44 p.m.

There being no comments, the public hearing was closed at 8:44 p.m.

Council inquired on the increase to the gas well and construction meters and requested to change them to the original amount. There was discussion on reimbursing the water deposit after five years of residency; however, Council agreed to leave the deposit as is. Council clarified the winter month averaging was still intact.

Councilmember Surratt made a motion to approve the second and final reading for ordinance 16-784 as presented with the exception the ordinance remains with the \$6.00 gas consumption meter as presented in the first reading. Councilmember Barrett seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: none.

Mayor Paradise declared the motion passed unanimously.

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.

Mr. Williams introduced this item. Council inquired on Article I of the contract and if the wording of the consultant retaining the rights to the documents removed the rights of ownership to the documents from the town. Mr. Williams confirmed the town will have hard and soft copies at their disposal. There was a discussion on the need for an outside contractor. Mr. Fielder explained an outside contractor will remove any perceptions of bias to the decision of priority.

Councilmember Adair made a motion to approve resolution 16-06 as submitted. Councilmember Barrett seconded the motion.

Town Council Minutes
April 25, 2016

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

- 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 for an effective date.**

Mr. Williams introduced this item and explained the need for the addendum to the engineering contract and the bid specifications. There was discussion on the correlation of the two projects. Mr. Williams explained the condition of the water valves located on Highway 303. There was discussion on the budgeted amount and costs.

Councilmember Surratt made a motion to approve resolution 16-07 with changes as discussed to Section 2 of the resolution to reflect a not to exceed cost of \$135,900 and \$5,000 for the engineering relative to the Pioneer Parkway Crossover and the 303 Valve Bypass. Councilmember Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

- 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.**

Ms. Hollingsworth introduced this item stating this will replace previous employees with the current employees. There was no council discussion.

Mayor Pro-Tem Brewster made a motion to approve resolution 16-08 as written. Councilmember Barrett seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

- 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.**

Mr. Fielder introduced this item stating it is a result of the discussion at the last meeting on the new Ethics Commission purchasing requirements. There was no council discussion.

Town Council Minutes
April 25, 2016

Councilmember Adair made a motion to approve resolution 16-09 as submitted. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

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

10. Discussion, direct, and consider action on the approval of the Budget Calendar for Fiscal Year 2016-2017.

Mr. Fielder introduced this item explaining it was presented to Council earlier this year to allow for minimizing scheduling conflicts with vacations. He further explained staff is attempting to get the budget approved the first meeting in September to allow compliance with the Tax Assessors deadline.

Councilmember Barrett made a motion to approve the budget calendar for Fiscal Year 2016-2017. Councilmember Surratt seconded the motion.

The vote was as follows:

Ayes: Surratt, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

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.

Ms. Arrington explained the Canvass time period for the upcoming election and requested to cancel the regularly scheduled second meeting in May and instead have a special meeting the third Monday, May 16th, for the purpose of canvassing the election, swearing in of new council members, and the appointment of the Mayor Pro-Tem. Council directed Ms. Arrington to cancel the May 23rd meeting and to canvass the election on May 16th.

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.

Mayor Paradise announced the executive session was held during the work session and no action was taken on this item.

Town Council Minutes
April 25, 2016

COUNCIL INQUIRY

Mr. Fielder reminded Council early voting began today. Mayor Paradise announced the date of the actual Election Day and the location at Town Hall.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 9:35 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

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

The Planning and Zoning Commission of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Town Council Chambers, 1614 South Bowen Road, Pantego, Texas on the 4th day of April 2016 with the following members present:

John Kushma	Board Member
Clifton Cassell	
Jesse Howell	
Victoria Roemmich	

Constituting a quorum. The following staff members were present:

Matthew Fielder	City Manager
Dennis Jobe	Community Development Director
Jessie Hanks	Planning & Zoning Secretary

Also in attendance:

Don Surratt	Council Member
-------------	----------------

(The following items were considered in accordance with the official agenda posted on the 1st day of April 2016.)

REGULAR SESSION 7:00 P.M.

CALL TO ORDER AND GENERAL COMMENTS

Commissioner Kushma called the regular session to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Invocation led by Commissioner Cassell which was followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

1. Approval of Planning and Zoning March 7, 2016 Minutes.

Commissioner Cassell made a motion to approve the minutes as written. Commissioner Roemmich seconded the motion.

The vote was as follows:

Ayes: Cassell, Kushma, Howell, and Roemmich.

Nays: None.

Abstentions: None.

Commissioner Kushma declared the motion passed unanimously.

NEW BUSINESS

- 2. Public hearing, review and consider action 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.**

Commissioner Kushma read the caption for the record

Mr. Fielder gave a short presentation to show where the property is located and what the zoning change means. He explained the property being discussed was located directly behind Braum's and informed the Commission of what businesses are allowed in a C-3 and in a C-2.

Commissioner Kushma opened the public hearing at 7:05 p.m.

The following speakers were in support of Zoning Case Z-221:

Brad Tidwell, 201 Hawks Ridge Trl, Colleyville, TX 76034, stated he represents the developer for this project. He explained this is the 2nd phase of the zoning change. The zoning for Lot 2A, located behind Southern Flair Photography, was previously changed at a meeting. At the time of the original zoning change, the purchasing contract for Lot 3, behind Braum's, was not completed, which is why they are here tonight. He stated the class A self storage facility will meet all the Town's building and zoning requirements and explained there will be an exterior masonry wall, the property will be gated with 24/7 on-site management, cameras and lots of security, limited lighting that does not go beyond the property line, and no access between 10 p.m. and 6 a.m.

No one spoke against Zoning Case Z-221.

Commissioner Kushma adjourned the Public Hearing at 7:08 p.m.

The Commission inquired about the brightness of the lighting. Mr. Tidwell explained the architect for the project did a photometric study and ensured there will be zero foot candles that will exceed the property line.

Councilmember Surratt inquired about the location of the office in relation to the variance that was approved. Mr. Fielder stated the variance did not address a specific location on the property for the office.

Commissioner Cassell made a motion to approve the zoning change as submitted. Commissioner Howell seconded the motion.

The vote was as follows:

Ayes: Cassell, Kushma, Howell, and Roemmich.

Nays: None.

Abstentions: None.

Commissioner Kushma declared that motion passed unanimously.

ADJOURNMENT

Commissioner Kushma declared the meeting adjourned at 7:12 p.m.

ATTEST:



Jessie Hanks, Planning & Zoning Secretary



John Kushma, Place 2





AGENDA BACKGROUND

AGENDA ITEM: Proclamation

Date: May 9, 2016

Proclamations:

- May 2016 as Motorcycle Awareness Month. The Sons of Liberty Riders RC requested a proclamation for this designation to bring awareness of motorcycle safety to residents in the community as a part of the to the Texas Department of Transportation Motorcycle Safety Program



Proclamation

- WHEREAS,** Today there are more citizens operating motorcycles on the roads; AND
- WHEREAS,** Motorcyclist are more prone to injury or death in a crash than other vehicle drivers; AND
- WHEREAS,** Educational campaigns have helped inform riders and motorists alike on motorcycle safety issues to help reduce motorcycle related risks, injuries, and fatalities through a comprehensive approach to motorcycle safety; AND
- WHEREAS,** It is the responsibility of all who put themselves behind the wheel to obey all traffic laws and safety rules; to be aware of motorcyclists, and regard them with the same respect as any other vehicle traveling the roadways; AND
- WHEREAS,** The Motorcycle Safety Coalition urges all citizens of our community to do their part to increase safety and awareness of the inherent dangers involved in operating a motorcycle.

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

**MAY 2016
MOTORCYCLE SAFETY AWARENESS MONTH**

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF THE TOWN OF PANTEGO TO BE AFFIXED THIS 9TH DAY OF MAY 2016.

**MELODY PARADISE
MAYOR**



AGENDA BACKGROUND

AGENDA ITEM: Public hearing, review, and consider action on Ordinance 16-785, an ordinance of the Town of Pantego, Texas approving zoning case Z-222, a proposed special use permit as requested by Godswill Onyebuchi with Transforming Life Ministries to establish a church at 2102 W Pioneer Parkway, Lot 2 of the W.J. Barry Addition, Pantego, Tarrant County, Texas. The property is generally located on the south side of W Pioneer Parkway between Duluth Drive and Cornerstone Lane.

DATE: May 9, 2016

PRESENTER:

Dennis Jobe, Community Development Manager

BACKGROUND:

Godswill Onyebuchi is requesting a special use permit to establish a church at 2102 West Pioneer Parkway, Lot 2 of the W.J. Barry Addition. The Planning and Zoning Commission voted five (5) to zero (0) to approve this special use permit. The public hearing notice was published in the Commercial Recorder on April 15, 2016.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this special use permit.

ATTACHMENTS:

Ordinance 16-785
 Community Development Staff Report
 P&Z Commissioner Report
 Application, Zoning Case Z-222
 Notification Map
 Notification List
 Additional Information

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

ORDINANCE NO. 16-785

AN ORDINANCE OF THE TOWN OF PANTEGO AUTHORIZING A SPECIAL USE PERMIT ISSUED TO GODSWILL ONYEBUCHI (TRANSFORMING LIFE MINISTRIES) TO ESTABLISH A CHURCH LOCATED AT 2102 WEST PIONEER PARKWAY, LOT 2 OF THE W.J. BARRY ADDITION, PANTEGO, TARRANT COUNTY, TEXAS; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 14, Section 14.02.513(5) of the Town of Pantego Municipal Code allows for an exception for any public or government building or use not elsewhere permitted in a particular district; and

WHEREAS, the Planning & Zoning Commission as required by Chapter 211 of the Texas Local Government Code has duly published a Notice of Public Hearing in the Fort Worth Commercial Recorder, the official newspaper for the Town of Pantego, on April 15, 2016; and

WHEREAS, the Planning and Zoning Commission has received and reviewed the application from Godswill Onyebuchi and has determined that it complies with all requirements for the Special Use Permit; and

WHEREAS, the Commissioners recommended approval of this application at their regularly scheduled meeting on May 2, 2016; and

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

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

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

SECTION 1:

The Town Council authorizes a Special Use Permit for the use of a church located at:

Lot 2 of the W.J. Barry Addition in Pantego, Tarrant County, Texas
2102 W Pioneer Pkwy Pantego, Texas

as requested by Godswill Onyebuchi (Transforming Life Ministries.).

SECTION 2:

This Special Use Permit shall expire in three years and all future re-application fees will be waived.

**SECTION 3:
PROVISIONS CUMULATIVE**

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

**SECTION 4:
EFFECTIVE DATE**

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

PASSED AND APPROVED AFTER WAIVER OF THE REQUIREMENTS OF TOWN CODE SECTION 1.03.035(b) THIS THE 9th DAY OF MAY 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

APPROVE AS TO FORM:

Jim Jeffrey, City Attorney



COMMUNITY DEVELOPMENT STAFF REPORT

MEETING DATE:	May 2, 2016
ACTION REQUESTED:	Consider approval and recommendation for Zoning case Z-222 as requested by Godswill Onyebuchi for Transforming Life Ministries
DESCRIPTION:	2102 West Pioneer Pkwy, Lot 2 of the W.J. Barry Addition, Pantego, Tarrant County, Texas.
PROPERTY OWNER:	K & S Real Estate Holdings LLC
APPLICANT:	Godswill Onyebuchi/ Transforming Life Ministries
CURRENT ZONING:	C-4 Commercial District
SURROUNDING ZONING/LAND USE:	North-C-4 Commercial District West- C-4 Commercial District East- C-4 Commercial District South- C-4 Commercial District
REQUESTED VARIANCES:	No variance has been requested at this time.
ANALYSIS:	The Special Use Permit applied for is requesting permission to establish a Church at 2102 W Pioneer Pkwy. The Church expects approximately 40 to 60 people with services held on Sunday from 9 a.m. to noon, and Tuesday night Bible study.
RECOMMENDED ACTIONS:	The Planning and Zoning Commission has the following options when considering a Re-Zoning Case application; <ul style="list-style-type: none"> • Recommend approval as submitted; • Recommend approval with conditions; • Table to specific date with clarification of intent and purpose; or • Recommend denial of application.
STAFF RECOMMENDATION:	Staff recommends approval of this Special Use Permit as submitted.

REPORT ON PLANNING AND ZONING COMMISSION MEETING
May 2, 2016

1. Zoning Case Z-222 – Transforming Life Ministries

Action: The commissioners voted unanimously to recommend approval of this SUP.

Public Hearings: Mr. Godswill Onyebuchi spoke in favor of his Transforming Life Ministries. He gave a brief description of their activities, size of membership, hours of occupancy, and addressed potential concerns of noise and traffic.

Discussion: The commissioner's had very few concerns. The church has around 40 active members. They operate mostly on Tuesday and Sunday. They have a food outreach that they assist with. The church is mostly of Nigerian background and is currently looking to move from Arlington to Pantego. They have been in existence for 7 years. They have a 3 year lease proposed on the property pending the SUP.

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

Stephen Smith
Chairman



Town of Pantego
1614 S. Bowen Rd., Pantego, TX 76013
(817)274-1381 or (817)265-1375 Fax

APPLICATION FOR A SPECIAL USE PERMIT

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

Name: Godswill Onyebuchi Date: 3/14/16

Address: 4202 Day Wly Ct - Mansfield TX 76063
Street Address

Mansfield Texas 76063
City State Zip

Phone: 817-300-2082 Email: willonyebuchi@rocketmail.com

Applicant Status: Owner Tenant Purchaser Other

PROPERTY DEVELOPMENT INFORMATION

Address: 2102 W. Pioneer Pkwy Pantego TX 76013-6007

Legal Description: (Please see attached)

Property is subdivided: Addition: _____

Lot: _____ Block: _____

Property is not subdivided: Survey: _____

Abstract#: _____ Tract: _____

Existing Classification: (Please see attached)

Developer: _____	Agent: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone/Fax: _____	Phone/Fax: _____
Surveyor: _____	Engineer: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone/Fax: _____	Phone/Fax: _____

Present use of the property: Vacant

Proposed use of the property: Ministry office church fellowship

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



ACKNOWLEDGMENTS

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

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

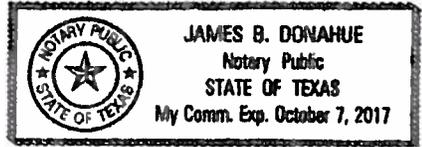
I reserve the right to withdraw this proposal at any time, except during notice periods, upon written request filed with the Town Secretary, and such withdrawal shall immediately stop all proceedings thereon; provided, however, withdrawal filed at any time after the giving of notice of the Planning and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

Applicant: *Will Soyak Jr.* Date: *3/16/16*

State of Texas)
County of *Tarrant*)

Sworn and subscribed before me the undersigned notary public this the *16th* day of *March* 20 *16*.

James Bernard Donahue
Notary Public



Commission Expires: *10/7/17*
Seal:

OFFICE USE ONLY

Application Checklist:

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

Application accepted by: *JJ Lambert* Date: *3/16/16*

Checked for completeness: _____ Fee Paid: *\$500* Receipt No.: _____

Remarks: _____

Set for P&Z: _____ Set for Council: _____



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

Date: 3/15/16

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

Owner: KIS Real Estate Holdings, LLC

Address: 5800 Scenic Bay Ct.

City / State / Zip: Arlington, TX 76013

Phone / Fax: 817.907.2103

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

[Signature]
Owner's Signature

State of Texas)

County of)

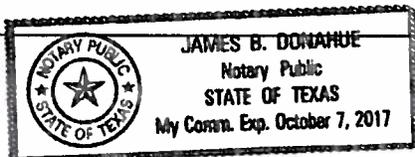
Tarrant

Sworn and subscribed before me the undersigned notary public this the 16th day of March 2016.

James B. Donahue
Notary Public

Commission Expires: 10/7/17

Seal:



Additional Submittal Information for Special Use Permit Application

Transforming Life Ministries, located currently at 832 Secretary Drive, Arlington, Texas is a non-denominational, non-profit 501(c)(3) religious organization established in 2007.

1. **Size of Congregation:** We are a small congregation and our membership has continued to fluctuate over the years between 40 to 60 because people come and go as their needs are met.
2. **Growth Potential:** Since our primary focus is International Missionary activities, we anticipate to add 10 members every year.
3. **Days and Hours of operation:** We meet on Tuesdays for Bible Study from 7pm to 8:30pm, and on Sundays for worship (9am for Sunday School, and 10am to 12noon for worship)
4. **Seating Arrangement:** We use stackable padded chairs, not pews.
5. **Noise Management:** We do not have a choir or orchestra, and noise is controlled within the room and does not travel outside the room. This is a business area with no homes within a hundred yards or more.
6. **Traffic impact:** The proposed use will not have any significant impact to the traffic flow in the area. Our presence will not present any traffic problems in the area as we are very few, and meet after business hours on Tuesdays, and on Sundays. Only about 10 people attend Bible studies on Tuesdays, and about 40 people attend church on Sundays.
7. **Parking:** The business area has about 95 parking spaces. (see attached pictures). Parking will not pose any problems as we meet after business hours anyway.
8. **Outdoor Lighting:** There are 7 flood lights in front and 5 flood lights at the back of the facility that provide good lighting at night.
9. **Out Door Events:** We will not have any outdoor events at the facility. Our outdoor events are usually at the parks.
10. **Construction:** We will like to put a diving wall inside to separate the office from the open fellowship area (see attachment).
11. **Rest Rooms:** There are two restrooms with sink and urinary, one for males and another for females.



832 Secretary Drive

Arlington, Texas 76015

Bible Studies, Church
Services
Individual/
Family Counseling, Anger
Management
Parent Education,
Conferences

Come join us:

Whether you need
prayers, counseling, desire
to strengthen your
relationship with God, or
struggling with any of life's
many challenges, we are
here for you.

Pastors

Will Onyebuchi

817 300-2082

Oscar Woodard

682 367-0123

David Clark

817 703-2525

TRANSFORMING LIFE
MINISTRIES

*"Building Hope, Changing
Lives"*

Dear City Council,

Transforming Life Ministries is a 501c non-profit religious organization that serves the spiritual and material needs of the community locally and internationally. The ministry has been in operation since 2008.

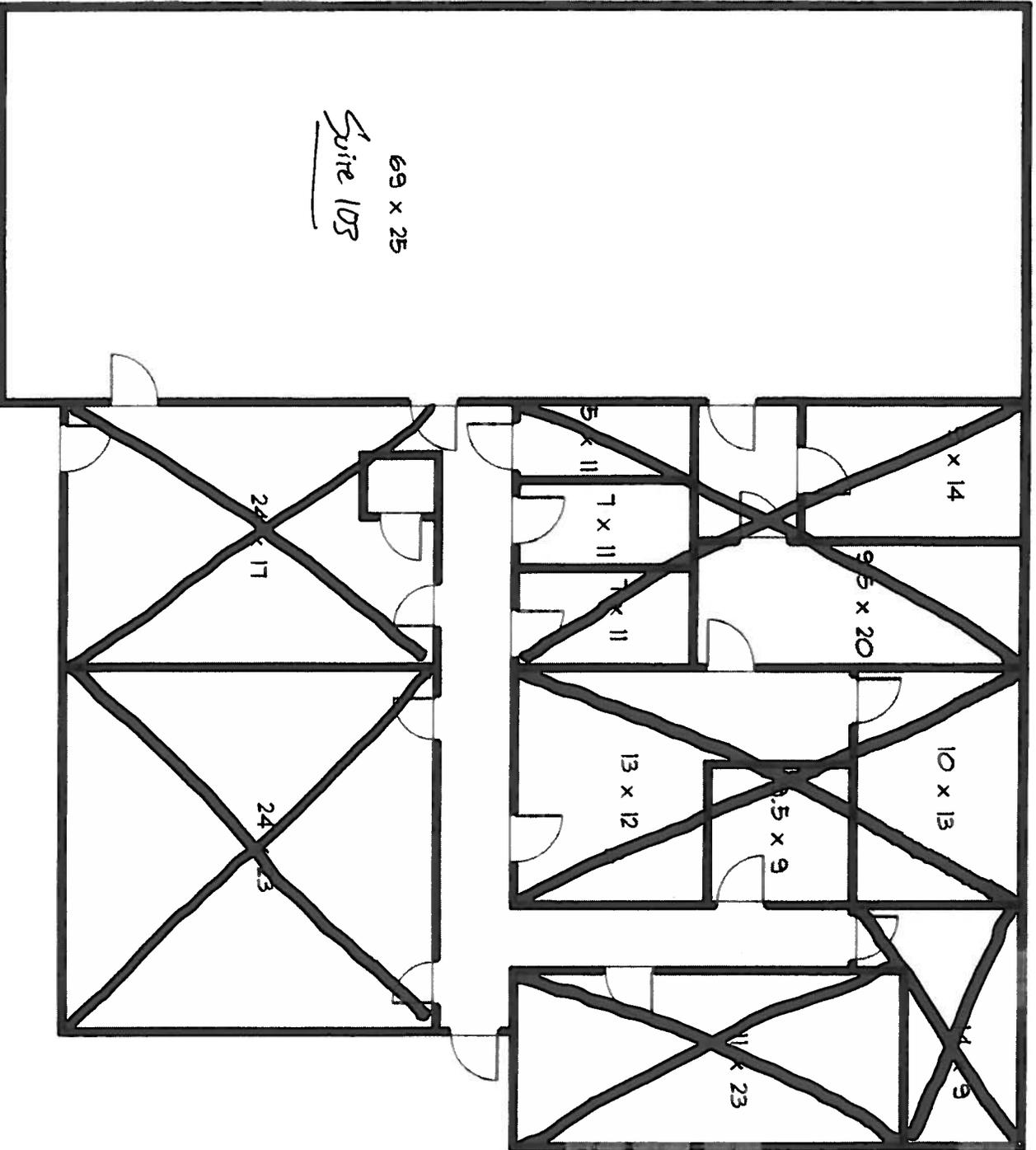
We are changing location from Arlington to a more comfortable site in Pantego. We meet on Tuesdays at 7 pm for Bible Studies, and on Sundays at 10 am for worship.

During our meetings, anyone outside the premises can hardly hear the sound or noise from the church and therefore does not require any extra measures to mitigate noise. We would love the opportunity to continue serving the Lord and the public in your city.

Yours in His Service

Will Onyebuchi 3/16/16
Will Onyebuchi, Senior Pastor
817-300-2082

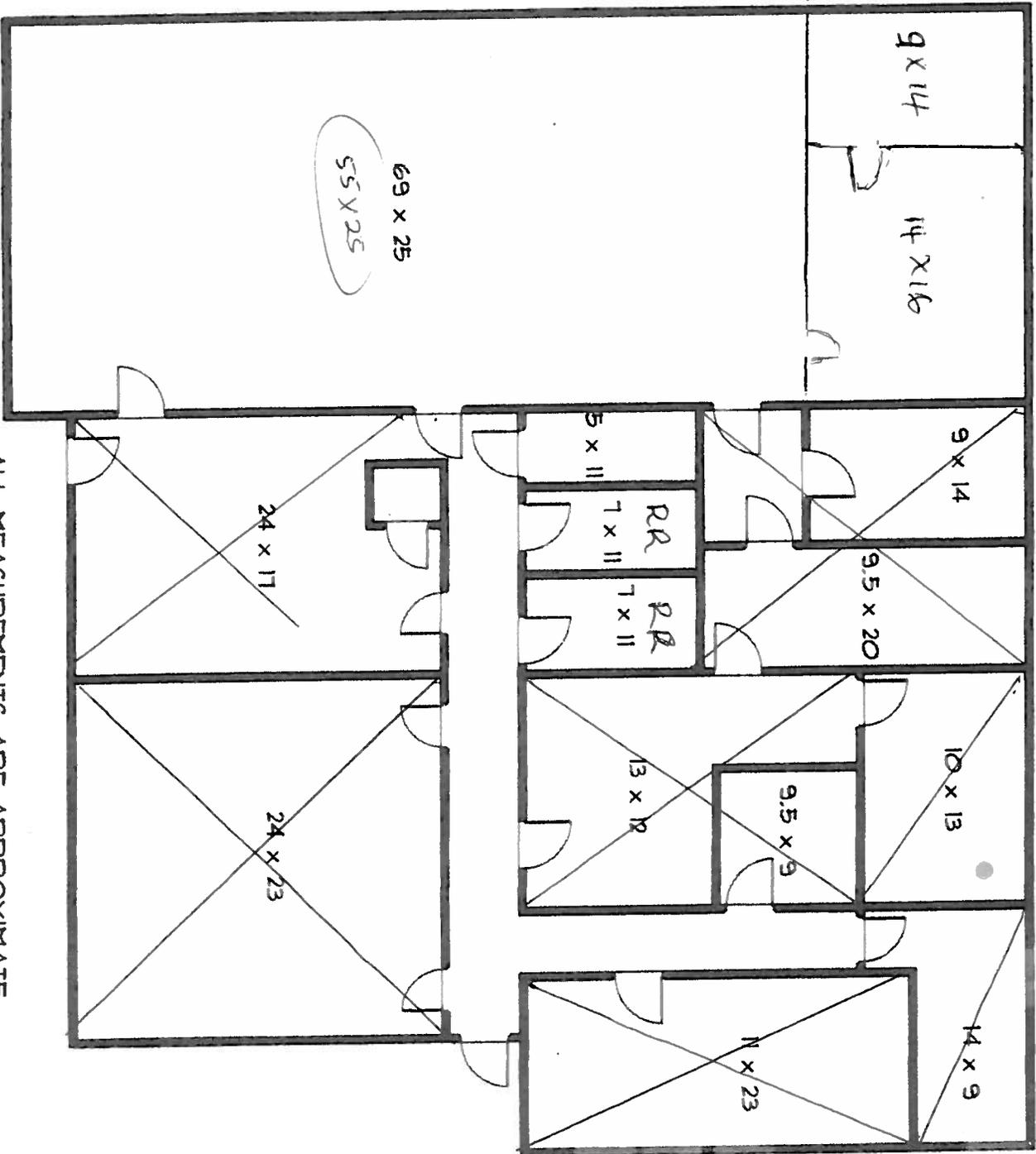
Building 2102
4655 sf



ALL MEASUREMENTS ARE APPROXIMATE

Construction

Building 2102
4655 sf



ALL MEASUREMENTS ARE APPROXIMATE

11

- 88 NOTES CORRESPONDING TO SCHEDULE "B"**
1. THE SUBJECT PROPERTY HAS BEEN REPAIRED AND APPROVED BY THE TARRANT COUNTY HEALTH DEPARTMENT FOR THE REPAIR OF THE SEWER MAIN AND GROUND WATER PROTECTION SYSTEMS. THE REPAIRS WERE COMPLETED ON APRIL 1, 2011.
 2. THE SUBJECT PROPERTY IS LOCATED IN THE CITY OF PATERGUE, TARRANT COUNTY, TEXAS. THE PROPERTY IS ZONED COMMERCIAL (C-1) AND IS SUBJECT TO THE CITY OF PATERGUE ZONING ORDINANCE, CHAPTER 21C, ARTICLE 1, SECTION 1.01.
 3. THE SUBJECT PROPERTY IS SUBJECT TO THE CITY OF PATERGUE ZONING ORDINANCE, CHAPTER 21C, ARTICLE 1, SECTION 1.01. THE PROPERTY IS ZONED COMMERCIAL (C-1) AND IS SUBJECT TO THE CITY OF PATERGUE ZONING ORDINANCE, CHAPTER 21C, ARTICLE 1, SECTION 1.01.

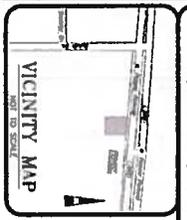
GENERAL NOTES

1. THE SUBJECT PROPERTY HAS BEEN REPAIRED AND APPROVED BY THE TARRANT COUNTY HEALTH DEPARTMENT FOR THE REPAIR OF THE SEWER MAIN AND GROUND WATER PROTECTION SYSTEMS. THE REPAIRS WERE COMPLETED ON APRIL 1, 2011.
2. THE SUBJECT PROPERTY IS LOCATED IN THE CITY OF PATERGUE, TARRANT COUNTY, TEXAS. THE PROPERTY IS ZONED COMMERCIAL (C-1) AND IS SUBJECT TO THE CITY OF PATERGUE ZONING ORDINANCE, CHAPTER 21C, ARTICLE 1, SECTION 1.01.
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ZONING NOTES

As required by the City of Patergue, the subject property is subject to the City of Patergue Zoning Ordinance, Chapter 21C, Article 1, Section 1.01. The property is zoned Commercial (C-1) and is subject to the City of Patergue Zoning Ordinance, Chapter 21C, Article 1, Section 1.01. The property is zoned Commercial (C-1) and is subject to the City of Patergue Zoning Ordinance, Chapter 21C, Article 1, Section 1.01.

STATEMENT OF ENCROACHMENTS



UTILITY NOTES

The owner hereby certifies that there are no utility encroachments on the subject property. The owner has been advised by the City of Patergue that there are no utility encroachments on the subject property.

LAND AREA

0.25 ACRES

PARKING STALLS

12 STALLS

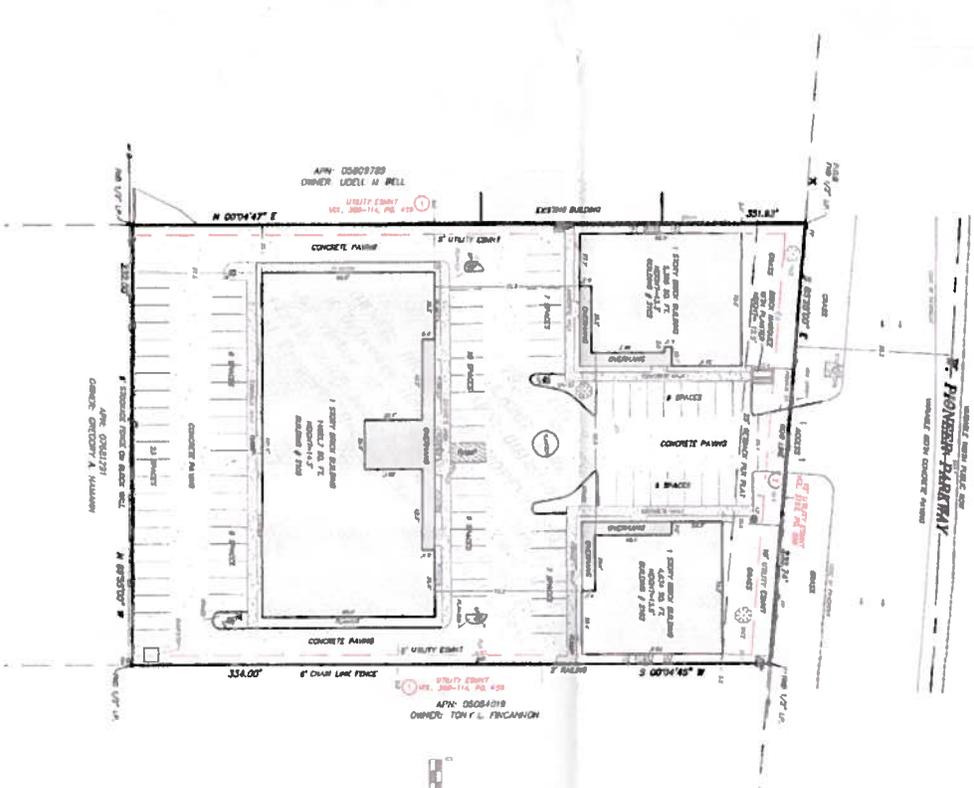
LEGEND

1	EXISTING BUILDING
2	EXISTING DRIVEWAY
3	EXISTING SIDEWALK
4	EXISTING UTILITY
5	EXISTING FENCE
6	EXISTING DRIVEWAY
7	EXISTING SIDEWALK
8	EXISTING UTILITY
9	EXISTING FENCE
10	EXISTING DRIVEWAY
11	EXISTING SIDEWALK
12	EXISTING UTILITY
13	EXISTING FENCE

LEGAL DESCRIPTION

Being a portion of Block 6 of the subdivision known as "PATERGUE BUSINESS PARK" as shown on the plat of said subdivision recorded in the Public Records of Tarrant County, Texas, on April 1, 2011.

PROPERTY PICTURE



ALTA/ACSM LAND TITLE SURVEY

SURVEYOR'S CERTIFICATE

I, JAMES M. ALTA, a duly licensed and qualified land surveyor in the State of Texas, do hereby certify that this map or plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified land surveyor in the State of Texas.

DATE OF PLAT OR MAP: 5/9/2011

BY: JAMES M. ALTA, SURVEYOR

STATE OF TEXAS



RED PINE SURVEYING COMPANY

111550

SHEET TITLE	
"ALTA/ACSM LAND TITLE SURVEY"	
PROJECT	
303 BUSINESS PARK 2102 W. PIONEER PARKWAY PATERGUE, TARRANT COUNTY, TX.	

NO.	DATE	REVISION
1	6/2/11	CLIENT'S COMMENTS
2	8/22/11	ADDRESS ZONING LETTER
3		
4		
5		

SHEET 1 OF 1

111550

OLD REPUBLIC SITE MANAGEMENT SERVICES

17330 Preston Road, Suite 150A
Dallas, Texas 75252
P. (469) 737-7000 F. (469) 737-7070

Tarrant Appraisal District Real Estate

03/15/2016

Account Number: 00122483
Georeference: 1720-2
Property Location: 2106 W PIONEER PKWY, PANTEGO, 76013



Owner Information: K & S REAL ESTATE HOLDINGS LLC
 2610 ALLEN ST APT 5104
 DALLAS TX 75204

§ Prior Owners.

Legal Description: BARRY, W J ADDITION
Taxing Jurisdictions: 019 TOWN OF PANTEGO
 220 TARRANT COUNTY
 901 ARLINGTON ISD
 224 TARRANT COUNTY HOSPITAL
 225 TARRANT COUNTY COLLEGE

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database

Certified Values for Tax Year 2015

	Land	Impr	2015 Total ^{††}
Market Value	\$318,280	\$416,720	\$735,000
Appraised Value [†]	\$318,280	\$416,720	\$735,000
Gross Building Area ^{†††}			24,884
Net Leasable Area ^{†††}			24,884
Land SqFt: *			79,570
Land Acres *			1.8266

[†] Appraised value may be less than market value due to state-mandated limitations on value increases
^{††} A zero value indicates that the property record has not yet been completed for the indicated tax year
^{†††} Rounded

* This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

5-Year Value History

Tax Year	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2014	\$0	\$0	\$0	\$0	\$0	\$0
2013	\$0	\$0	\$0	\$0	\$0	\$0
2012	\$0	\$0	\$0	\$0	\$0	\$0
2011	\$164,632	\$358,675	\$523,257	\$164,632	\$358,675	\$523,257
2010	\$164,632	\$412,133	\$576,765	\$164,632	\$412,133	\$576,765

2016 Notice Sent:
 Protest Deadline:

Exemptions:

Property Data:

Appraisal Site: 80018408

Deed Date: 03/26/2012
Deed Page: 0000000
Deed Volume: 0000000
Instrument: D212072935

Site Name: 303 BUSINESS PARK

State Code: F1 Commercial

Class: OFCLowRise
 # of Parcels: 1

TAD Map: 2108-376
 MAPSCO: TAR-082W
 Agent:

Primary Building:
 Building Name: SOUTH TX Paddock PRK OPER ASSN
 Building Type: Commercial
 Year Built: 1983

EXHIBIT A**LAND DESCRIPTION**

Being Lot 2 of W.J. Barry Addition, an Addition to the City of Pantego, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-114, Page 459, of the Map Records of Tarrant County, Texas.

EXHIBIT B

PERMITTED EXCEPTIONS

1. All general and special real property taxes and assessments not yet due and payable;
2. Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any, including without limitation utility or municipal easements as presently installed;
3. Any statement of facts an accurate survey and/or a personal inspection of the Property may disclose, including but not limited to any encroachments;
4. Any laws, regulations, ordinances (including, but not limited to zoning, historic preservation, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, including but not limited to any disclosure and/or report required by ordinance;
5. Rights of existing tenants and/or occupants of the Property, if any;
6. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
7. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed herein as Permitted Exceptions or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
8. Rights, if any, of third parties under unrecorded agreements and/or related to facilities, systems or equipment located on the land, including but not limited to laundry facilities, cable television systems, central antenna systems, telecommunication systems and alarm systems.
9. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. 5' utility easements as shown on the plat recorded in Volume 388-114, Page 459, Map Records of Tarrant County, Texas.

- b. Easement granted by Ida M. Greenblatt to the Town of Pantego, dated 02/01/1972, filed 02/18/1972, recorded in Volume 5192, Page 829, Real Property Records of Tarrant County, Texas. As shown on plat recorded in Volume 388-114, Page 459, Map Records, Tarrant County, Texas.
- c. Agreement for Underground Electric Distribution Facilities by and between Ventures 303, Inc., and Texas Electric Service Company, dated 12/29/1983, filed 02/16/1984, recorded in Volume 7746, Page 1447, Real Property Records of Tarrant County, Texas.
- d. Rights, if any, of third parties with respect to any portion of the Property lying within the boundaries of a public or private road.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR18 ("**Grantor**"), for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) cash and other good and valuable consideration to it paid by **K & S REAL ESTATE HOLDINGS, LLC**, a Texas limited liability company ("**Grantee**"), whose mailing address is 6100 West Pioneer Parkway, Suite 108, Arlington, Texas 76013, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") situated in Tarrant County, Texas, described in **Exhibit A**, attached hereto, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "**Property**").

This conveyance is given and accepted subject to the permitted exceptions set forth on **Exhibit B**, attached hereto and to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "**Permitted Exceptions**").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2012 and subsequent years; there having been a proper proration of same between Grantor and Grantee.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE,

QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS SPECIAL WARRANTY DEED, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

[Signature Page Follows]

WITNESS THE EXECUTION HEREOF as of the 26th day of March, 2012.

GRANTOR:

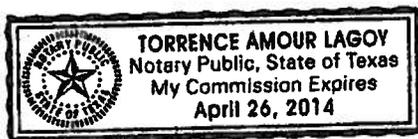
U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR18

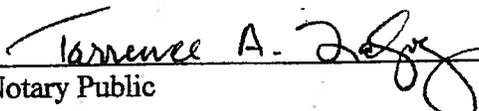
By: C-III Asset Management LLC (f/k/a Centerline Servicing Inc.), a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated December 1, 2007

By: 
Name: Steve English
Title: Servicing Officer

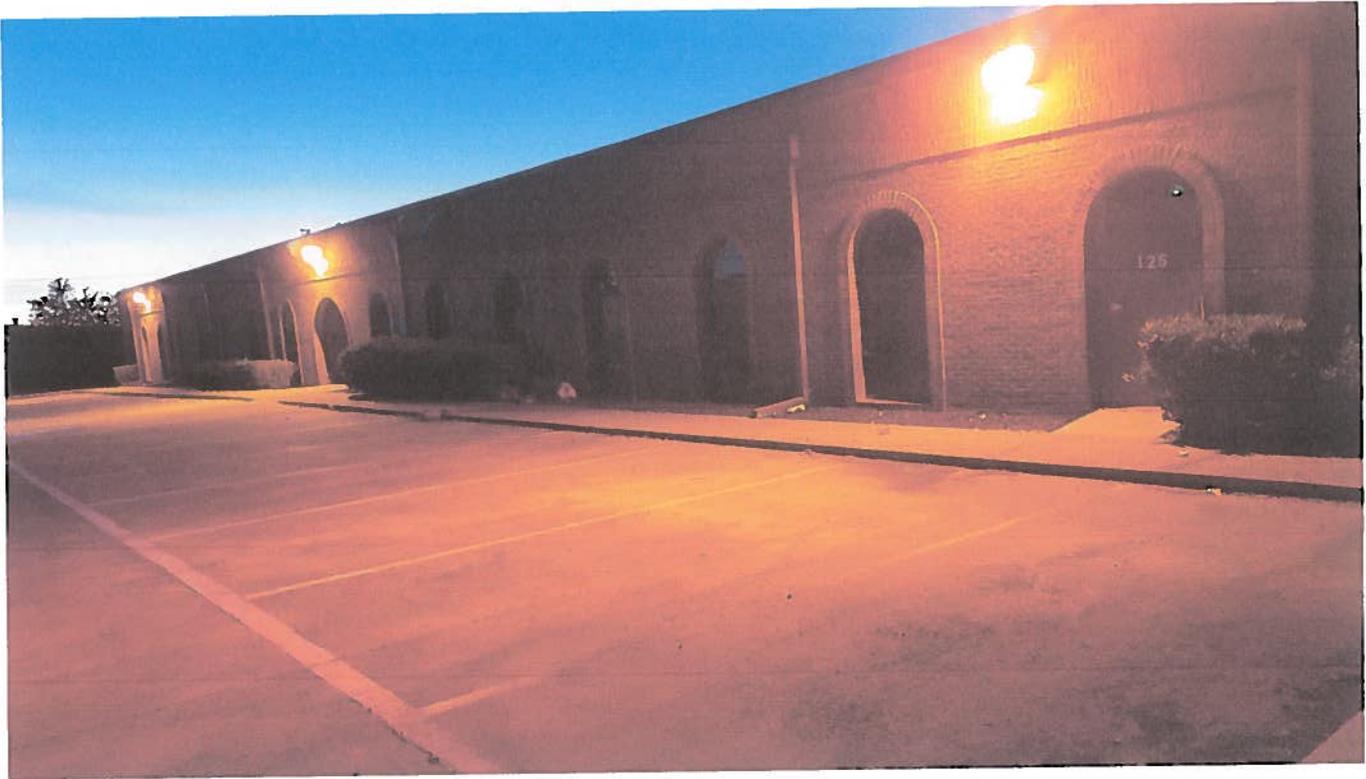
COUNTY OF DALLAS §
 §
STATE OF TEXAS §

This instrument was acknowledged before me on March 20, 2012, by Steve English, Servicing Officer of C-III Asset Management LLC (f/k/a Centerline Servicing, Inc.), a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated December 1, 2007, for U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR18.




Notary Public
My Commission Expires: _____

Subject: [No Subject]
From: Will Onyebuchi (willonyebuchi@rocketmail.com)
To: willonyebuchi@rocketmail.com;
Date: Thursday, April 7, 2016 9:31 PM



Sent from Yahoo Mail on Android

Attachments

- 20160406_201754_001.jpg (3.11MB)

Subject: [No Subject]
From: Will Onyebuchi (willonyebuchi@rocketmail.com)
To: willonyebuchi@rocketmail.com;
Date: Thursday, April 7, 2016 9:33 PM



Sent from Yahoo Mail on Android

Attachments

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To: willonyebuchi@rocketmail.com;
Date: Thursday, April 7, 2016 9:32 PM



Sent from Yahoo Mail on Android

Attachments

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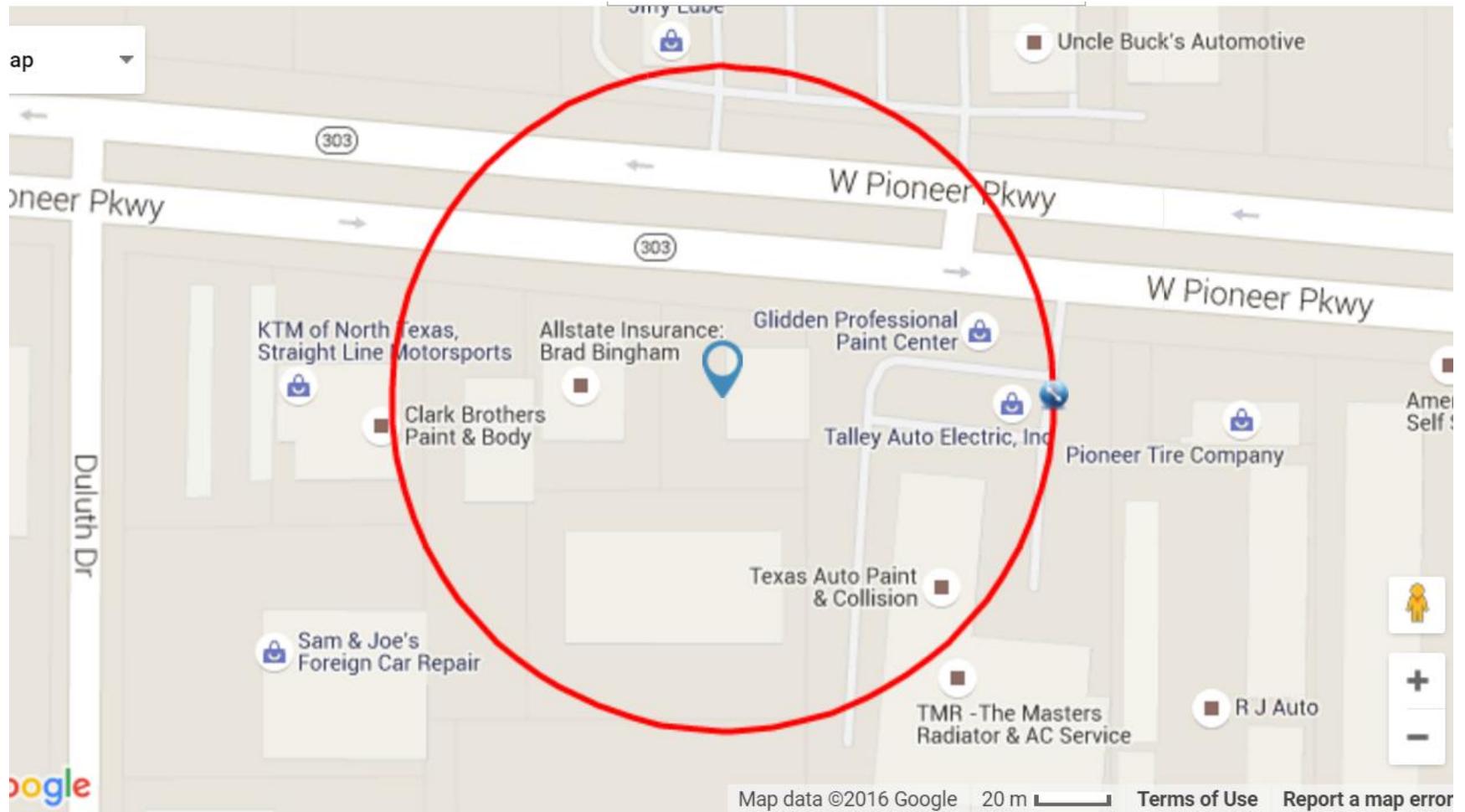
Subject: [No Subject]
From: Will Onyebuchi (willonyebuchi@rocketmail.com)
To: willonyebuchi@rocketmail.com;
Date: Thursday, April 7, 2016 9:34 PM



Sent from Yahoo Mail on Android

Attachments

- 20160406_201830_003.jpg (2.80MB)



Notification List Z-222					
Name	Address	City	State	Zip Code	Adtl. Address
K & S REAL ESTATE HOLDINGS LLC	2610 ALLEN ST SPT 5104	DALLAS	TX	75204	303 BUSINESS PARK
TONY FINCANNON	316 TURNER WARNELL RD	MANSFIELD	TX	76063	2100 W PIONEER PKWY
REAL MANAGEMENT SYSTEMS LLC	21 ORINDA WAY #201	ORINDA	CA	94563	2110 W PIONEER PKWY
PIONEER 303 INVENTMENTS LLC	2260 W PIONEER PKWY SUITE C	PANTEGO	TX	76013	
THOMAS & CYNTHIA GROSS	2201 W PIONEER PKWY	PANTEGO	TX	76013	
2101 PIONEER PARTNERS LP	18935 MONTE VISTA DR	SARATOGA	CA	95070	2103-2105 W PIONEER PKWY



AGENDA BACKGROUND

AGENDA ITEM: Public Hearing, discuss, direct, and consider action on Ordinance 16-786 an ordinance of the Town of Pantego, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2016 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel.

Date: May 9, 2016

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

See attached

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance 16-786

ATTACHMENTS:

Ordinance 16-786
Model Staff Report

Director’s Review: _____
City Manager’s Review: _____

ORDINANCE NO. 16-786

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF PANTEGO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Pantego, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate

issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED after waiver of the requirements of Town Code Section 1.03.035(b) this the 9th day of May, 2016 by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the Town Council of the Town of Pantego, Texas.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1 Proposed Change In Rates:		\$ 29,603,205			Schedule A					
2 Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850			Ln 1 divided by factor on WP_F-5.1					
3										
4										
5										
6										
7 Residential	Revenue Requirements		Allocations							
8 Commercial	\$ 338,431,486		77.95%		Per GUD 10170 Final Order					
9 Industrial and Transportation	84,223,622		19.40%		Per GUD 10170 Final Order					
10 Net Revenue Requirements GUD No. 10170	<u>\$ 11,490,316</u>		2.65%		Per GUD 10170 Final Order					
	<u>\$ 434,145,424</u>									

With Proportional Increase all classes but Residential and a 40% residential base charge increase:			
	Current	Prospective	Revenues
20 Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
21 Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
22 Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
23 Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
24 I&T Base Charge	\$ 697.35	\$ 38.03	363,224
25 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
26 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
27 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	<u>51,988</u>
			<u>\$ 27,447,850</u>

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:				
	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	<u>49,955</u>	\$ 0.0486	<u>971,117</u>
		<u>\$ 27,446,933</u>		<u>\$ 556,933,616</u>

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

April 28, 2016

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company’s request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company’s revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of “Be It Ordained” Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex’s 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City’s statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct and consider action on Resolution 16-10 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into an Interlocal Agreement with and between the Tarrant County Tax Assessor/Collector to provide assessment and collection services of Ad Valorem taxes levied by the Town; and providing for an effective date.

DATE: May 9, 2016

PRESENTER:

Karen Hollingsworth, Finance Director

BACKGROUND:

This is the annual contract with the Tarrant County Tax Assessor-Collector for the billing and collection of ad valorem taxes. State law requires that we be charged the actual costs incurred for tax billing and collection regardless of the amount of revenue generated by each tax account.

FISCAL IMPACT:

This year's rate per account is \$.95, a reduction from last year's rate of \$1.10 per account.

Estimated number of accounts:	10,649
	<u>x .95</u>
Estimated total collection cost:	<u>\$10,116.55</u>

RECOMMENDATION:

Approval of the Resolution authorizing the City Manager to enter into a contract between the Town of Pantego and the Tarrant County Tax Assessor-Collector for the assessment and collection of Ad Valorem Taxes for Tax Year 2016.

ATTACHMENTS:

Resolution 16-10
Tax Year 2016 Agreement for Collection of Taxes

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

RESOLUTION NO. 16-10

A RESOLUTION OF THE TOWN OF PANTEGO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH AND BETWEEN THE TARRANT COUNTY TAX ASSESSOR/COLLECTOR TO PROVIDE ASSESSMENT AND COLLECTION SERVICES OF AD VALOREM TAXES LEVIED BY THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Pantego and Tarrant County mutually desire to enter into an Interlocal agreement to provide assessment and collection of services of Ad Valorem Taxes levied by the Town; and

WHEREAS, the Texas Government Code, Chapter 791, authorizes the formulation of Interlocal Cooperation Agreements between and among local governments; and

WHEREAS, Tarrant County and the Town of Pantego desire to enter into an Interlocal Agreement whereby the Tarrant County Tax Assessor will assess, bill, and collect the taxes due and owing on taxable property upon which the Town has imposed said taxes.

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

Section 1: The Town Council hereby authorizes the City Manager to enter into the Interlocal Agreement with the Tarrant County Tax Assessor.

Section 2: The Tarrant County Tax Assessor/Collector shall perform the said services as outlined in Exhibit A in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property.

Section 3: This resolution is effective immediately upon passage and shall continue in effect during the 2016 tax year as outlined in Exhibit A.

PASSED AND APPROVED this the 9th day of May 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney

**TARRANT COUNTY TAX OFFICE**

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com

RON WRIGHT
Tax Assessor-Collector

April 15, 2016

Mr Robert Newsome
Finance Director
PO Box 13210
Pantego, TX 76094-0210

Dear Mr. Newsome,

I am pleased to enclose our tax collection contract for the coming year. I am lowering my collection fee for the coming year for in-county accounts to \$.95 the lowest collection fee of any urban county in Texas. The fee for out-of-county accounts will remain \$2.60 per account. The rates will be applied to the Tax Year 2015 ending number of accounts.

State law requires that I charge taxing entities my actual costs for tax collection.

Enclosed are three original renewal contracts for the assessment and collection of your ad valorem taxes by my office for the tax year 2016. After the contracts have been signed, please return **ALL** copies to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make a copy of the contract and mail all four back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contract returned to me no later than **July 31, 2016**.

In addition to your 2016 contract, I am enclosing an attorney confirmation form. Please fill out the requested information, sign and return to my office along with the collection contracts.

You will be invoiced for your collection commission by January 31, 2017 with payment due no later than February 28, 2017.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 16th** rate submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526, or you may contact me at 817-884-1106 or by e-mail rjwright@tarrantcounty.com.

Sincerely,

Ron Wright, PCC
Tax Assessor-Collector
Tarrant County



To be Returned

- 3 contracts, signed
- Additional copies required by entity, signed
- Delinquent Attorney Confirmation:
 - Completed
 - Signed
 - Notarized
- Contact info updated (*if applicable*)
- Banking specifics updated on letterhead (*if applicable*):
 - Mailed to: Tarrant County Tax Office
Attn: Sheila Moore
100 East Weatherford Street, Room 201
Fort Worth, TX 76196
 - Faxed to: (817) 884-2858

COUNTY OF TARRANT

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Agreement For the Collection of Taxes

Agreement made this ____ day of _____, 2016, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Town of Pantego hereinafter referred to as **Town**, whose address is PO Box 13210, Pantego, TX 76094-0210.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the **ASSESSOR/COLLECTOR** will provide assessment and collection services of Ad Valorem taxes levied by the Town.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

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The Town will provide the ASSESSOR/COLLECTOR, in writing, the Town's newly adopted tax rate and exemption schedule to be applied for assessing purposes by Friday, September 16, 2016. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the Town.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

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All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the Town shall be promptly transferred to the account of the Town at the Town's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the Town's funds from the COUNTY Depository to the Town's designated depository.

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REFUNDS**

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In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the Town is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the Town to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the Town and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

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DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the Town through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Town for compensation to a Firm under contract to the Town.

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This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ **DATE** _____
RON WRIGHT,
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY

FOR Town of Pantego

BY: _____ **DATE** _____
TITLE: _____

FOR TARRANT COUNTY:

BY: _____ **DATE** _____
B. GLEN WHITLEY
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ **DATE** _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE*

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**DELINQUENT ATTORNEY CONFIRMATION
2016 TAX YEAR**

Please complete the form below, have notarized and return with your entity contract.

The Delinquent Attorney Firm for _____ is
Name of Taxing Entity

Name of Firm

Collection penalty % by ordinance, resolution or amendment authorizing attorney collection fees in accordance to Sections 33.07 and 33.08 Texas Property Tax Code is

Percent

Collection penalty % by ordinance, resolution or amendment authorizing early turnover of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

Percent

The effective date of the ordinance, resolution or amendment authorizing early turnover of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

_____, _____
Month Day Year

If you change law firms you must notify Tarrant County Tax Office in writing.

By signature below, the information contained in this form is deemed true and correct.

Authorized Signature

Date

Printed Name

Title

Sworn and Subscribed to before me on this the _____ day of _____, _____,
to certify which witness my hand and seal of office.

Notary Public in and for the
State of Texas
My commission Expires: _____



ENTITY CONTACT INFORMATION

*If your entity has experienced a change in personnel,
please fill out the information below so that we may update our records.*

Entity: Town of Pantego

Contact Name: Karen Hollingsworth

Contact Title: Finance Director

Contact Email: k.hollingsworth@townofpantego.com

Contact Phone Number: 817-617-3707

Entity Address: 1614 S. Bowen Rd.

Pantego, TX 76013

Commission Invoice Billing Contact:

(if different from above)



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider actions on Resolution 16-11 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract for professional services with Deltatek Engineering for engineering services regarding the replacement of the sewer-main located at Smith Barry, between Roosevelt Dr. and Nora Dr.

Date: May 9, 2016

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

The section of 8" vitrified clay sewer pipe (1350 ft.) which begins at Smith Barry and Roosevelt and extends west at Smith Barry to Nora Dr. was previously identified for replacement due to the line's condition and size. Staff completed several field visits with Deltatek Engineering to assess potential rehabilitation options and verified existing field constraints for construction. After reviewing the data, staff requested a proposal from Deltatek Engineering which prepared an Opinion of Probable Cost (OPC) and a contract for engineering services for survey, design, bid phase and construction management services. The funding for the engineering services of the proposed Smith Barry Sewer Line Replacement Project was approved in the FY15-16 budget.

FISCAL IMPACT:

\$23,750

RECOMMENDATION:

Approval of Resolution 16-11

ATTACHMENTS:

Resolution 16-11
Deltatek Engineering Services Agreement
Project Scope and OPC – Sewer Main Pipe Burst

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

RESOLUTION NO. 16-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DELTATEK ENGINEERING FOR ENGINEERING SERVICES REGARDING THE REPAIR OF THE SEWER LINE LOCATED ON SMITH BARRY ROAD BETWEEN ROOSEVELT DRIVE AND NORA DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Texas Government Code, §2254.004 provides that a local government may contract with an engineer for procurement of services after first selecting the most highly qualified provider of those services based on demonstrated competence and qualifications and to negotiate a contract at a fair and reasonable price; and

WHEREAS, Deltatek Engineering represents that it is qualified and capable of performing the professional services proposed herein for this Project; and

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

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

Section 1: The Town Council hereby authorizes the City Manager to enter into a contract with Deltatek Engineering (Engineer) services for the sewer line upsizing using the pipe burst method for the repair of the sewer line located on Smith Barry Rd. between Roosevelt Dr. and Nora Dr. (Exhibit A)

Section 2: The Town agrees to compensate Engineer for services as outlined in Exhibit A.

Section 3: This resolution is effective immediately upon passage.

PASSED AND APPROVED this the 9th day of May 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

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 wastewater line replacement 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.

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 \$3,500.00.
- C. Payments for expenses, costs, and services, during design phase, described in Article 3, shall not exceed \$14,250.00.
- D. Payments for expenses, costs, and services, during bidding phase, described in Article 3, shall not exceed \$2,250.00.
- E. Payments for expenses, costs, and services, during construction phase, described in Article 3, shall not exceed \$3,750.00.

- F. Total payments for expenses, costs, and services shall not exceed **\$23,750.00**.
- G. Nothing contained in this article shall require Town to pay for any work which is unsatisfactory as reasonably determined by the Director or which is not submitted in compliance with the terms of this Contract. Town shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which Town may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract, nor shall it constitute a waiver of any right, at law or in equity, which Engineer may have to bring legal action for payment when Engineer believes it was not under such default and is owed fees under the terms of this agreement.

5. OWNERSHIP OF DOCUMENTS

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

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

6. SERVICES BY TOWN

Town shall provide the following services under this Contract:

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

7. COMPLETION SCHEDULE

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

Survey	3 weeks
Design	2 weeks
Advertise	3 weeks
Award	4 weeks
Construction	8 weeks
Total	20 weeks

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

8. NOTICE TO PROCEED

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

9. TERMINATION OF CONTRACT

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

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

12. AMENDMENTS

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

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

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

14. RIGHT OF REVIEW

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

15. CONFLICT OF INTEREST

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

16. CONTRACT PERSONAL

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

17. NOTICES

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

If intended for Pantego, to:

Matthew Fielder
Contact Person

City Manager
Title

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

If intended for Engineer, to:

Bahram Niknam, P.E.
Contact Person

Principal in Charge
Title

Deltatek Engineering
Firm Name

2211 Texas Drive
Address

Irving, Texas 75062
City, State, Zip Code

972-255-9500
Telephone No.

18. INDEPENDENT CONTRACTOR

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

19. INDEMNITY

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

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

20. INSURANCE

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. 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

Brahman Milam

Signature

City Manager

Principal in Charge _____

Title

Director of Public Works

2211 Texas Drive _____

Address

APPROVED AS TO FORM

Irving, Texas 75062 _____

City, State, Zip Code

City Attorney



April 4, 2016

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

Reference: Scope of Services and Cost Proposal
 Sewer Line Upsizing by Pipe Burst Method
 Smith Barry Road from Roosevelt Dr. to Nora Dr.
 Town of Pantego, Texas

Dear Mr. Williams:

In response to your request, and our site visit March 18, 2016, Deltatek Engineering is pleased to present the following scope of services and costs associated with this task.

Scope of Services

Design Phase Services

Prepare plans and specifications for installation of approximately 1350 linear feet of new 12" SDR 21 pipe by "Pipe Bursting" method. Work to include installation of two (2) new 6' diameter manholes, adjustment of one (1) existing manhole, and lining of six (6) manholes with "Spectrashield" coating.

Construction Phase Services

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

Construction Schedule

Survey	3 weeks
Design:	2 weeks
Advertise:	3 weeks
Award:	4 weeks
Construction:	8 weeks
Total:	20 weeks

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

Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	MISCELLANEOUS				
1	Mobilization/Bonds	1	LS	\$6,500.00	\$6,500.00
2	Traffic Control	1	LS	\$2,500.00	\$2,500.00
3	Trench Safety	1	LS	\$2,000.00	\$2,000.00
	Sub Total Miscellaneous				
	SEWER LINE				
4	Furnish and Install 12" SDR 21 Sewer Pipe by Pipe Bursting method.	1350	LF	\$83.00	\$112,050.00
5	Paving Repair Concrete	500	SF	\$12.50	\$6,250.00
6	Furnish & Install 6' Diameter Manhole	2	EA	\$7,500.00	\$15,000.00
7	Manhole Adjustment	1	EA	\$2,500.00	\$2,500.00
8	Lining manholes with "Spectrashield" coating	750	SF	\$25.00	\$18,750.00
9	Service Reconnect "Short" includes paving repairs	7	EA	\$1,250.00	\$8,750.00
10	Service Reconnect "Long" includes paving repairs	3	EA	\$1,550.00	\$4,650.00
11	Construction Contingency	1	LS	\$5,000.00	\$5,000.00
	Total				\$183,950.00

Project Cost Summary

Design Phase:	\$ 14,250.00
Survey:	\$ 3,500.00
Bid Phase:	\$ 2,250.00
Construction Phase:	\$ 3,750.00
Engineering & Survey Services Subtotal	\$ 23,750.00
<u>Construction:</u>	<u>\$ 183,950.00</u>
Total Budget	\$ 207,700.00

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

Sincerely,
DELTATEK ENGINEERING


Bahram Niknam, P.E.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider actions on Resolution 16-12 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into a General Services Agreement with Junior's Lawn Care and Landscaping for mowing and landscaping services for specified Town properties.

Date: May 9, 2016

PRESENTER:

Scott Williams, Public Works Director

BACKGROUND:

Historically, the Public Works Department has provided all of the mowing, line-trimming, and edging for all of the Town properties (excluding the Park). In advance of the 2015/2016 budget preparation, Public Works staff developed specifications and forecasted cost for contractual mowing of the Town's water, wastewater sites, facilities, rights-of- way and medians. Shifting the mowing services from in-house to contractual services will allow public works personnel necessary blocks of time to address the more costly infrastructure maintenance and preventative maintenance needs. Council approved funding for contractual mowing in the amount of (\$30,870). Staff requested quotes from local landscape/mowing contractors and received competitive quotations from (5) landscape/mowing contractors.

Tabulation

Ranking by Company	Mowing Cycles	Cost Per Cycle	Total Cost
1. Junior's Lawn Care & Landscaping	18	\$1,666.67	\$30,000.06
2. Landtech	18	\$1,820.00	\$32,760.00
3. Grey Construction	18	\$2,020.00	\$36,360.00
4. Moderngreen	18	\$2,043.00	\$36,774.00
5. MAS Landscaping	18	\$2,088.00	\$37,600.00

FISCAL IMPACT:

\$30,000.06

RECOMMENDATION:

Approval of Resolution 16-12 for a General Services Contract with Junior's Lawn Care and Landscaping

ATTACHMENTS:

- Resolution 16-12
- General Services Contract
- Mowing Maintenance Services Specifications
- Insurance Certification
- Junior's Lawn Care & Landscaping Proposal

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

RESOLUTION NO. 16-12

A RESOLUTION OF THE TOWN OF PANTEGO AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JUNIOR'S LAWN CARE & LANDSCAPING TO PROVIDE LAWN CARE AND LANDSCAPING SERVICES TO ALL AREAS OF TOWN WITH THE EXCEPTION OF BICENTENNIAL PARK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council sees the need to hire a contractor to mow, edge, and trim the trees on property that is the responsibility of the town to manage; and

WHEREAS, the Texas Government Code, Chapter 791, authorizes the formulation of contracts between and among local governments and independent contractors; and

WHEREAS, the Town of Pantego and Junior's Lawn Care & Landscaping mutually desire to enter into a contract to provide mowing, edging and tree trimming services to the Town property

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

Section 1: The Town Council hereby authorizes the City Manager to enter into the contract with Junior's Lawn Care & Landscaping.

Section 2: Junior's Lawn Care & Landscaping shall perform the said services as outlined in Exhibit A for all property that is the responsibility of the town to manage.

Section 3: This resolution is effective immediately upon passage and shall continue in effect during the 2016 calendar year as outlined in Exhibit A.

PASSED AND APPROVED this the 9th day of May 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



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: Junior's Lawn Care & Landscaping
 Description of Services: Mowing Maintenance Services
 Maximum Contract Amount: \$30,000.06
 Length of Contract: One Year with year to year renewal option
 Effective Date: 5/10/2016
 Expiration Date: 5/10/2017

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 arising 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

After completion of the initial one year term, the Town and the Contractor may, upon mutual consent, renew the Contract for three additional one-year periods. Increases in contract pricing during the renewal periods shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical area for the previous twelve-month period. The Town reserves the right to cancel the contract upon thirty (30) days written notice.

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. Town of Pantego Mowing Maintenance Services Specification
- B. Contractor Insurance Certification

V. Signatures. By signing below, the parties agree to the terms of this Contract:

TOWN OF PANTEGO:

Matthew Fielder
Town Manager

Attest: Town Secretary

CONTRACTOR:

By: _____

Title: _____

Date: _____



Town of Pantego Mowing Maintenance Services Specifications

SCOPE AND INTENT:

To provide mowing maintenance services for the Town's water, wastewater sites, facilities, rights-of-way and medians. The Public Works Director reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding. The Contractor(s) shall follow all terms and conditions of the specifications while providing services for mowing, edging, line-trimming, and blowing/removal of clippings at the following locations within the Town of Pantego:

3500-3700 Garner Blvd – ROW	2007 W. Pioneer Pkwy. – 303 Well Site
1927-2107 Arkansas Ln – Median	3524 Garner Blvd. – Lane Well Site
1922-3654 Pioneer Prky/ Hwy 303 – Median	1604 Nora Dr. – Nora Well Site
3700 Park Row & Cobble Ct. – ROW	1704 ½ Dickerson Dr – Stolper Well Site
Country Club Ct – Medians (2)	1809 Nora – Cemetery
Pompano Ct – Median	6 Pompano Ct. – Basketball Courts (Surroundings)
1804 Wagonwheel @ Bridge – ROW	3513 Shady Valley Dr. – Lift Station
2300-2308 Westchester – ROW	2600 Miller – PD Facilities
Pebblebeach Ct. – Median	1614 – 1700 S. Bowen – Town Hall, FD, PW Facilities

GENERAL PROVISIONS:

The Contractor(s) shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the areas specified, as often as may be specified or requested, should the growing season demand.

All operations described in these specifications shall be conducted by the Contractor(s)'s personnel and the expense of all such operations shall be the Contractor(s)'s.

- A. The Contractor(s) shall provide his/her own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor(s) shall be responsible for the maintenance and repair of his/her own equipment and the availability, presence and supervision of his/her own employees.
- B. There shall be no subcontractor(s) used by the Contractor(s) to fulfill any items or conditions of the contract without prior written consent of the Public Works Department.

GENERAL CONDITIONS:

The Contractor(s) will work under the direction of the Public Works Director or his representative who will determine the locations and/or the frequency of the mowing maintenance services.

No payment, on any basis, will be made for unsatisfactory mowing maintenance service until the Contractor(s) has corrected the unsatisfactory conditions. The determination of the conditions by the Town Representative shall be final on all work.

Contractor shall submit an invoice at the end of each mowing cycle. Payment by the Town will be made each month within 30 days of receipt of invoice.

Town of Pantego Mowing Maintenance Services Specifications

DAMAGES:

1. Any damage to public or private property shall be reported immediately to the Town Representative.
2. The Town shall not be liable for any loss or damage sustained by the Contractor(s). The Contractor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The Contractor(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
3. The Contractor(s) shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.
4. The Contractor(s) will be responsible for any damages to the irrigation system due to negligence on the part of the Contractor(s) or the Contractor(s)'s representative.

EMPLOYEES:

1. Contractor(s) will require all employees to work in clean uniforms or clothing in good conditions including shirt, pants, and OSHA approved safety vest. Contractor(s) must ensure that employees properly wear a shirt at all times.
2. Contractor(s)'s employees must be courteous to the public at all times while at the work site.
3. Contractor(s) shall remove any personnel that is incompetent or endangers persons or property.
4. Contractor(s) employees will not consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on Town property and/or carrying on the requirement of this contract. The Contractor(s) shall immediately remove any such employee from the work site.

INSPECTIONS/SAFETY:

1. The Contractor(s) is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed in each service is in full compliance with the contract and specifications.
2. If completed area(s) do not meet contractual specifications:
 - A. The Town Representative will contact the Contractor(s) to rework area(s).
 - B. The Town Representative will then re-inspect the area(s) within 24 hrs. of notification for completion of reworked area(s).
3. The Town may inspect required equipment, supplies and safety items at any time when in use on Town property. Any individual, crew or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Town. No such removal will reduce the Contractor(s)'s obligation to perform all work required under this contract and within the time schedule.

Town of Pantego Mowing Maintenance Services Specifications

4. The following requirements apply to the services provided in this contract:
 - A. All employees shall have proper safety devices and equipment including hearing and eye protection, and safety vests. All personal protective equipment shall meet OSHA and TXDOT safety standards.
 - B. The Contractor(s) shall exercise extreme caution while working on medians, road sides and high traffic areas. The latest Texas Manual on Uniform Traffic Control Devices standards for barricading and coning work areas must be followed at a minimum.
 - C. Contractor(s) will park vehicles and equipment off Town streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment park in the far right lane of any street shall have safety flashers/directional light bars on and working properly. The area behind the parked unit must be coned off.
 - D. Contractor(s) discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained.
 - E. Any hazardous condition or any damage to Town property is to be immediately reported to the Public Works Director.

MOWING DAMAGE / SAFETY:

1. The Contractor(s) shall be responsible for any damage to the property during the maintenance operation.
2. The Contractor(s) shall be responsible for replacement of all trees, shrubs, ground covers, valve boxes, valve box lids, which are destroyed/damaged by the Contractor(s), employees or agents of the Contractor(s) during the maintenance operation. They shall be replaced in 7 days, unless it is a safety hazard. Safety hazards must be handled ASAP.
3. Trees and shrubs must not be bumped or marked by mowing or edging equipment. If damage is severe tree/shrubs will be replaced by the Contractor(s) based on the sole discretion of the Public Works Director.
4. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment.
5. Any hazardous conditions and/or damage to Town property will be reported to the Public Works Director prior to leaving the work site.
6. Litter must be removed from turf prior to mowing (1" X 1" and larger). This includes, but not limited to, bottles, cans, paper, brush, rocks, tree limbs, etc. which are not intended to be part of the landscape



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ruiz Insurance Services 701 W. Belt Line Rd. Cedar Hill TX 75104		CONTACT NAME: Rosemary Ruiz PHONE (A/C, No., Ext): (469) 522-2095 E-MAIL ADDRESS: Rosemary@Ruizinsuranceservices.com FAX (A/C, No):	
INSURED Juniors Lawn Care and Landscaping 7317 Ash Crest Lane Dallas TX 75249		INSURER(S) AFFORDING COVERAGE INSURER A: MOUNT VERNON FIRE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CL2695864	04/29/2016	04/29/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.I. EACH ACCIDENT	\$
							E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GL Deductible \$0.

CERTIFICATE HOLDER**CANCELLATION**

Juniors Lawn Care and Landscaping
 7317 Ash Crest Lane
 Dallas TX 75249

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rosemary Ruiz

