



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

May 19, 2014

COUNCIL MEMBERS:

Charlie Price
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

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

SPECIAL 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 iWerks
2. Approval of Bills Payable and Purchase Orders in excess of \$1,000.
A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.
3. Approval and Acceptance of Minutes
Approval of Town Council Minutes:
 - Town Council minutes from May 12, 2014Acceptance of Minutes of Boards and Commissions:
 - PEDC minutes from April 23, 2014

SPECIAL SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Melody Paradise, Mayor

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

COUNCIL LIAISON TO BOARD REPORT

- Community Relations Board
- Pantego Youth Leadership Council

PEDC REPORT

CITIZENS OPEN FORUM

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

APPROVAL OF CONSENT AGENDA ITEMS

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

CANVASSING OF MUNICIPAL ELECTIONS

4. Discuss, direct, and consider action on an Ordinance of The Town of Pantego Canvassing The Returns and Declaring the Results of The General Election Held on May 10, 2014 For The Purpose of Electing Three (3) Council Members to the Town Council of the Town of Pantego.
5. Discuss, direct, and consider action on an Ordinance of The Town of Pantego Canvassing The Returns and Declaring The Results of The Special Election Held on May 10, 2014 For The Purpose of Electing One (1) Council Member to the Town Council of the Town of Pantego.

RECOGNITION/HONORS

- Recognize and Honor Councilmember Charlie Price for his years of service to the Town of Pantego.

INAUGURATION

- Oath of Office for Newly Elected Officials
 - Fred Adair, Councilmember Place 1
- Oath of Office for Unopposed Candidates
 - Don Funderlic, Councilmember Place 2
 - Jane Barrett, Councilmember Place 3
 - Don Surratt, Councilmember Place 5

RECEPTION

- Reception to Honor outgoing Councilmember Charlie Price, to welcome newly elected Councilmember Fred Adair, and to honor unopposed Councilmembers Don Funderlic, Jane Barrett, and Don Surratt.

NEW BUSINESS FOR DISCUSSION REVIEW APPROVAL AND/OR DIRECT STAFF

6. Welcoming Remarks to Newly Elected Councilmember Fred Adair.
7. Discuss, nominate, and elect a Mayor Pro-Tem for the Town of Pantego.

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

8. Discuss, direct, and consider action on an update from Flair Events, and authorizing the City Manager to enter into contracts regarding PantegoFest 2014.

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 on the following date and time: Friday, May 16, 2014 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 14, 2014

iWerks Update

In order to close out the iWerks Server Upgrade Project, Finance Director Arial Carmona and I met with iWerks management to review the scope, work performed, and the billing. The results of the meeting were a conclusion that the work in the scope had been completed. However, it was determined that the project required more hours of work by iWerks than proposed in the scope. This resulted in an overbilling of approximately \$5,673.75. iWerks quickly rectified the situation by issuing a refund to the Town in that amount. The project is now considered closed.



AGENDA BACKGROUND

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

DATE: May 19, 2014

PRESENTER: Matthew Fielder, City Manager

BACKGROUND:

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

FISCAL IMPACT:

Please review report for individual account number.

RECOMMENDATION:

Staff recommends the following motion:

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

ATTACHMENTS:

Expenditure Summary of approval list over \$1,000 and purchase orders for May 19, 2014:

Professional Services:

- Bill Lane, Attorney

Purchase Orders:

- 1597 – Physio-Control, Inc.
- 1598 – Thrasher Heating & Air

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
5/19/2014**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane, Attorney	\$1,837.50	May 2014 Invoice

<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1597 - Physio-Control, Inc.	\$3,378.00	LifePak 15 Monitor/Defibrillator Agreement
1598 - Thrasher Heating & Air	\$3,900.00	3 Ton Condensing Unit for P/D (Jail)

<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Verizon Wireless	\$1,240.24	April 2014 Cell Phone Bill

BILL LANE

INVOICE

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

DATE: April 14, 2014

Bill To:
VIA FACSIMILE 817-261-4538

Tom Griffith
Interim City Manager
Town of Pantego
1614 S Bowen Road
Pantego, Texas 76013

DESCRIPTION	AMOUNT
Court Services for May 2014	\$1,837.50
TOTAL	\$ 1,837.50

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

TOWN OF PANTEGO

1614 S. BOWEN
 PANTEGO, TEXAS 76013

No. 1597

INSTRUCTIONS TO VENDOR

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

TO Physio-Control, Inc

SHIP TO Pantego Fire.

DATE		ACCT #	DEPT.			
5-8-14		100-5-150-234.00	Fire.			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
3		Life Pak 15 Monitor/Defibrillator Comprehensive Service. As Listed in Agreement,	1126.00	ea	3,378.00	
Budgeted						
					TOTAL	3,378.00

Robert Collier

APPROVED BY



Pantego Fire Department

Memo#

000

To: City Manager Matt Fielder
From: Assistant Chief Robert Coker
Through: Public Safety Chief Thomas Griffith
Subject: Request to expend funds

Release Date: 05-08-2014

Sir I am requesting to expend budget funds in the amount of \$3,378.00, to purchase the service agreement for the three Life Pak 15 monitors. This is an annual inspection/ service agreement for the three monitors the department purchased last year. The inspection covers needed repairs and programming along with replacement of batteries that fail inspection. This is a budgeted item from the 2013-2014 annual budget.

Cc: A. Carmona

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

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

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

This Technical Service Support Agreement begins on 4/3/2014 and expires on 4/2/2015.

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

Price of coverage specified on Schedule A is \$3,378.00 per term, payable in a One Time installment.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc. _____ Customer: Town of Pantego
By: _____ By: Robert Coker
Title: _____ Print: Robert Coker
Date: _____ Title: Assistant Fire Chief.
Date: 5-8-14
Purchase Order Number: _____

JA

Territory Rep: WECC58
Billy Durbin
Phone: 4258672534
FAX: 800-772-3340

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

removed Covered Equipment or Physio-Control's request.

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

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

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

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

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

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

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

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

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

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

PHYSIO-CONTROL, INC.
DATA MANAGEMENT SUPPORT AND UPGRADE SERVICE TERMS AND CONDITIONS

SUPPORT SERVICES

"Support Services" means the following rights and obligations: material Program Errors. Physio-Control will use reasonable commercial efforts to promptly remedy by repair or replacement any error in the operation of the Covered Software which Customer identifies to Physio-Control ("Program Errors"). Correction of Program Errors may require that the Customer install Revisions which Physio-Control will provide as part of these Support Services.

REVISIONS

Physio-Control may develop improvements to the Covered Software or any of its features ("Revisions"). Revisions will generally be intended to include fixes to discovered problems and minor enhancements to current function. At Physio-Control's discretion Revisions may contain new product features or functionality. Physio-Control will provide Customer with any Revision that it makes generally available during the term of this Agreement. Installation of Revisions may require that Customer install revised or upgraded versions of the operating system on which the Covered Software operates. Nothing in this Agreement prohibits Physio-Control from developing new or successor software products that contain some or all of the code, features and/or functions of the Covered Software. Such new or successor software products are not considered to be Revisions and Physio-Control may market them at such prices as it determines.

TELEPHONE SUPPORT LINE

Physio-Control will provide a toll free telephone number for reporting any Program Errors or problems with the operation or use of the Covered Software. Such telephone number will be staffed at a reasonable level as determined by Physio-Control during the period 6:00 A.M. to 4:00 P.M., Pacific time, except for weekends and holidays.

COVERED SOFTWARE

"Covered Software" means the software listed on Schedule A. Support Services are for the exclusive benefit of the Covered Software. Customer shall not use nor permit the use of the Support Services for the benefit of other software, including any additional copies of the Covered Software which may be in the possession or control of Customer.

TERM

Support Services begin at the later of (a) 90 days following shipment of the Covered Software to Customer or (b) the mutual execution of this Agreement. The term shall be for one year. During any renewal term the fee for Support Services will be 15% of the then current list price for the Covered Software. Physio-Control may charge a reinstatement fee before providing Support Services for software that has not been continuously covered by a Data Management Support and Upgrade Service Agreement. Either party may terminate this agreement for its convenience upon sixty (60) days written notice.

CUSTOMER REMEDIES

If Physio-Control is unable to correct any Program Error after making reasonable efforts, then Customer's sole remedies are to elect to:

- a. Terminate this Agreement by removing the then installed version of the Covered Software from Customer's computer system and continue to use a prior version of the Covered Software. In that case Physio-Control will refund the Support Fee for the year in which the cancellation is effective; or
- b. Terminate this Agreement and the license for the Covered Software by removing the Covered Software from Customer's computer system and returning it with all its documentation to Physio-Control. In such case Physio-Control will refund the Support Fee for the year in which the cancellation is effective and will refund the undepreciated portion of the License Fee paid for the Covered Software. The refund shall be based upon a three (3) year straight line depreciation from the date on which the Covered Software was installed to the date on which it was returned to Physio-Control.

CUSTOMER'S RESPONSIBILITIES

Customer shall promptly:

- a. Notify Physio-Control in writing of any claimed Program Errors in the Covered Software; and
- b. Cooperate with Physio-Control, including
 - (1) fully responding to Physio-Control's requests for information on the claimed Program Error,
 - (2) installing such Revisions as Physio-Control determines are necessary to fix any Program Error,
 - (3) permitting access to the Covered Software as installed on Customer's computer at no charge,
 - (4) obtaining reasonable and adequate training for all people who use the Covered Software on behalf of Customer, and
 - (5) designating a principal contact for the resolution of any claimed Program Error.

MODIFICATIONS TO COVERED SOFTWARE

Physio-Control is not obligated to provide Support Services for any problem with the Covered Software that is caused by any modification to the Covered Software except for those modifications which have been provided by Physio-Control. Physio-Control has no obligation to maintain any compatibility between any Revisions and any modifications that have been made at Customer's request to the Covered Software by Customer, Physio-Control or any third party.

LIMITED WARRANTY

Physio-Control warrants that the services supplied under this Agreement shall be performed in a professional and workmanlike manner, consistent with the standards of the industry.

NO OTHER WARRANTIES

THE LIMITED WARRANTY EXPRESSED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION ON DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHYSIO-CONTROL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES OR PROFITS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF PHYSIO-CONTROL HAS BEEN ADVISED OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

MAXIMUM LIABILITY

Physio-Control's maximum liability for any damages arising out of this Agreement or the use of the Covered Software shall be limited to the fees paid by Customer under this Agreement during the year in which such damages occurred regardless of the theory of liability.

ADDITIONAL FEATURES

During the term of this Agreement Physio-Control will grant Customer a 25% discount from list price toward the purchase of any additional features which Customer adds to Covered Software. In that case, the annual Support Fee will be increased by 15% of the list price of the additional feature(s) effective 90 days following delivery of the additional feature(s).

OBSOLESCENCE

Physio-Control will not terminate offering support for any version of the Covered Software or any of its features which are covered by this Agreement without notifying Customer at least 1 year in advance.

.....
.....END.....

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

Contract Number:

Servicing Rep: Billy Durbin, WECC58
District: SOUTHWEST
Phone: 4258672534
FAX: 800-772-3340

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

Scope Of Service On Site Comprehensive Coverage

<u>Model</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Ref. Line</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Total Inspections</u>
LIFEPAK® 15	V15-2-001604	41229407	1	4/3/2014	4/2/2015	1
LIFEPAK® 15	V15-2-001604	41229576	2	4/3/2014	4/2/2015	1
LIFEPAK® 15	V15-2-001604	41229387	3	4/3/2014	4/2/2015	1

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

Reference Number: C58-2314
Printed: 4/22/2014

Renewal
Page 6 of 7

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

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

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

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1598

INSTRUCTIONS TO VENDOR

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

TO Thrasher Heating & Air
1117 Wood Lane
Arlington, TX 76001

SHIP TO

DATE		ACCT #	DEPT.		
5/12/14		100-5140-364-00	PD		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		3 Ton Condensing Unit for the Jail New furnace for Jail			3,900 ⁰⁰
				TOTAL	3,900 ⁰⁰

Approved Item
Bruce [Signature]
[Signature]
APPROVED BY



**Pantego Police
Department**

Memo

To: Matt Fielder, City Manager
From: Barry Reeves, Assistant Chief of Police
CC:
Date: May 13, 2014
Re: Purchase Heat and A/C Unit

During the budget process, the Police Department was approved \$6,000 in order to replace one of the four heating and A/C units. This particular unit was installed in 1993. I am able to have the unit replaced for a cost of \$3,900.00 (see attached statement).

There is a need for additional work on the return vents in the server room in order to reduce the amount of heat inside the room itself. The servers are currently maintaining a temperature of 90 degrees which is approximately 15 degrees above the needed temperature.

Barry Reeves

Assistant Chief of Police

Thrasher Heating and Air-Conditioning

Invoice

TACLB53056E
1117 Wood Lane
Arlington TX, 76001
817-473-1247

Date-5/12/2014

TO: Town of Pantego Texas

FOR: Municipal Building
2600 Miller Ln.
Pantego, Texas 76013

Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157 Austin, Texas 78711
1-800-803-9202, 512-463-6599 www.license.state.tx.us

Make all checks payable to Thrasher Heating and Air-Conditioning

If you have any questions concerning this Invoice, call Cliff Thrasher @ 817-473-1247. Thank You.

DESCRIPTION

AMOUNT

Replace Defective 3.0 Ton 3 Phase Condensing unit that cools the jail.
with Goodman 13 seer unit.
Flush existing liquid and suction lines for refrigerant 410-A.
Install new Horizontal furnace.
Install new 3.0 horizontal evaporator coil with new drainpan.
Charge to capacity with refrigerant 410-A.
Insulate copper lineset @ condensing unit and evap coil

labor and Material

\$3,900.00

Thank You For Your Business!

total

\$3,900.00



AGENDA BACKGROUND

AGENDA ITEM: The approval of Town Council minutes and Acceptance of minutes of the various Boards and Commissions.

Date: May 19, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the approval of the minutes as presented.

ATTACHMENTS:

Town Council minutes from May 12, 2014

PEDC minutes from April 23, 2014

Director's Review: 
City Manager's Review: 

Town Council Minutes
May 12, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 12th day of May 2014 with the following members present:

Melody Paradise
Russell Brewster
Jane Barrett
Don Surratt
Don Funderlic
Charlie Price

Mayor
Mayor Pro Tem
Council Members

Members absent:

None

constituting a quorum. The following staff members were present:

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

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

Also in attendance:

Fred Adair

PEDC Secretary

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:37 p.m.

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

1. City Manager Report

Mr. Fielder informed Council there are not any changes to the road projects. There is a small area that needs asphalt repair. Since the Town's Contractor is a concrete contractor he has hired an asphalt contractor and is waiting on their schedule. Staff is working to make corrections to two properties at the request of the homeowners, mostly landscaping issues.

Mr. Fielder advised Council he will let the Department Heads discuss their personnel vacancies in their staff reports; except the Public Works Director, next week Mr. Fielder will start reviewing applications.

Mayor Paradise inquired if Council was aware of the Supreme Court Ruling. There was no discussion.

Town Council Minutes
May 12, 2014

Mr. Fielder informed Council Ms. Carmona and he met with the Denitech staff. They have investigated the current settings with the printers and want to get a full month of history with the correct settings then come back and with a revised projection of what the Town's needs will be. We will have them back to speak with Council at the June Meeting. There was discussion on paying the bills for the overages until this is complete.

Mr. Fielder reminded Council the last meeting there was discussion on Laserfische and the Council asked what it would cost to fully upgrade to the current version. The upgrade would cost \$10,000 with an additional \$2,600 a year for maintenance. There was verbal discussion between staff and Laserfische on reimbursing this cost in the amount of the previous work approximately \$4,000. Mayor Paradise discussed the direction given to previous Department Heads no longer employed with the Town. Ms. Arrington was directed to research alternatives and present them to Council during the next budget year discussions. Council discussed the deficiencies in the system currently and the purpose of continuing the maintenance and support each year.

There was discussion regarding the Boards and Commissions appointments and the consequences of a new applicant that is a current recipient of a PEDC grant who wants to be on the PEDC Board. According to Mr. Jeffrey the only issue is an AG opinion that would prohibit them from receiving future incentives while on the Board and would need to recues themselves from any discussion or action regarding their business. There was discussion on the procedure for the Board Appointments. Ms. Arrington was directed to invite the new applicants up for a worksession the first meeting in June. Ms. Arrington informed Council she has spoken to every Board Member that is rolling off this year and three members do not want to return; Barbara Rogers with PEDC, William Nolen with P & Z, and William Holland with P & Z.

Mayor Pro-Tem Brewster expressed he is very concerned with PantegoFest this year. He is not comfortable with the Planner, the location, the money to be spent, etc. He thinks we may want to postpone this year and start working towards next year. He feels there is no confirmation of work being completed up to this point. There was discussion on the location compared to the turn out Council expects. Council requested April Coltharp to come to the next Council Meeting to discuss these concerns. Mr. Fielder informed Council the Sponsor Letter is complete and ready to be sent out, Ms. Coltharp has multiple contracts for Council, the stage has been reserved, and a couple of bands have been reserved. The businesses not wanting to participate drove the location. Council requested audio examples, and Morgan Elam's availability.

Mr. Fielder informed Council this item is a follow up to the events of last week. The Town had a Cyberlock Malware attack. The ransom for our records was \$5,000. This was not paid and iwerks was able to recover the majority of the data. The Town lost some CID files on the public safety server, everything else was recovered. There was discussion on the timeliness of the backups. Mr. Fielder informed Council there was a second issue with back-ups that was revealed by this incident and that too has been corrected. There have been several changes made to the files and back-ups due to this incident.

2. Monthly Staff Reports

Council inquired if the positive variances in Police and Fire Accounts were due to personnel shortages. There was discussion on the recycling sales tax not making the actual expected income for the budget. Ms. Carmona informed Council they do not reflect the 1/12th of the month and any outstanding accounts are not reflected. There was discussion on the changing of providers for recycling and the difference in their costs as a possible cause.

Assistant Chief Reeves discussed the Police Department vacancies; one of the part-time officers will return to full time and there are two new dispatchers starting very soon. There was discussion in the recent training at Atmos regarding gas leaks and recurring well site emergency preparations. Chief Griffith informed Council the policies and procedures that were in place with

Town Council Minutes
May 12, 2014

Carrizo prior to the transfer to Enervest are still in place. The contact information is up to date. As far as shutting things off the Department does not do this. If there is a gas leak the wells have systems on them to protect against this. If there is an explosion in the tank Public Safety's job is evacuations, mitigating exposure, and to protect the surroundings until the gas well experts get there. Assistant Chief Coker discussed the Fire Department vacancies explaining there are two vacancies and he has received ten applications after a month of advertising. The Department will start the written testing for the new applicants on Friday.

Mr. Joyce informed Council the Public Works Department is two workers down with one being the most tenured. There was discussion on the location of the mosquito traps. There was discussion on the timing of the review of the updated Zoning Ordinance review. Mr. Jeffrey explained he is about half way through his review and expects to be finished in June. There was discussion on the booster pipe repair on the well invoice.

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

There was discussion on withholding the payment for the Denitech invoices until the credit is received and the removal of the sales tax on the invoices. There was discussion on the number of colored copies and the newsletter changing to black and white.

4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from April 28, 2014

Council requested a change in the heading and clarified the spraying for mosquito's is \$1,000 not \$100 each time they come out.

Acceptance of Minutes of Boards and Commissions:

- CRB minutes from April 1, 2014

No comments were given.

Mayor Paradise adjourned the work session at 7:29 p.m.

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

Mayor Paradise called the regular session to order at 7:40 p.m. and welcomed the audience.

Julie Arrington, City Secretary, led the invocation which was immediately followed by the Pledge of Allegiance

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Surratt informed Council he recently received training on Parliamentary Procedures. He will get the presentation to Ms. Arrington to have the powerpoint uploaded onto Dropbox.

Councilmember Funderlic thanked the citizens for showing up tonight and staff and employees operating on a short staff.

Councilmember Barrett thanked everyone for being here this evening and a special thanks to Mr. Fielder and Mrs. Carmona for attending the CRB meeting.

Councilmember Price has no comments this evening.

Town Council Minutes
May 12, 2014

Mayor Pro-Tem Brewster thanked everyone for coming out tonight, staff and Council for working together it takes cooperation to make everything come together, and hoped all the mothers in the audience had a wonderful Mother's day.

Mayor Paradise thanked the audience and commended the staff, Ms. Arrington, Mr. Fielder, Assistant Police Chief Reeves, dispatch, and Mr. Joyce for helping with a dog that was located on Smith Barry Road Friday afternoon after hours recovering from surgery and wearing a cone. By Saturday morning her family was able to reunite the dog with its owner with the help of Tara who is a dispatcher and knew the dog owner. It was very heartwarming to know so many individuals will pull together to help reunite the dog with its owner. I also want to commend Assistant Chief Reeves and Officer Alvarez on their Motorcycle competition in Grand Prairie this past weekend.

RECOGNITION/RECEPTION

None.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed Council the Memorial Day Event will be held Monday, May 26th at 7:00 p.m.; there will be readings from Essay Contest winners, the Board received 337 essays for the essay contest; and movie night will be the second Saturday of the month on June 14th they will show Frozen, on July 12th Monsters University, on August 9th Despicable Me 2, and on September 13th is to be determined.

Pantego Youth Leadership Council

Mayor Paradise informed the Council the last meeting will be next week. The group will meet at 6:30 p.m. walk to Texas Fitt to learn about Economic Development Dollars at work. She would like to have the PEDC Board join in this event. The parents, family, staff, and Council are invited. We will end the meeting at Saljo's for dinner and awards. There will be a youth event, scavenger hunt, at Bicentennial Park to kick off the new year in August.

PEDC REPORT

Secretary Adair from PEDC informed the Council the Board has not met since the last Council meeting and there is nothing to report.

CITIZENS OPEN FORUM

Phyllis Gillette, 10 Country Club Court, addressed Council on behalf of Patrick Myers, owner of Dr. Jeckle, regarding waiving a Special Use Permit Fee for PantegoFest 2014. He has received the approval from TABC. He would like to request the Town to waive the SUP fee as the Town has in the past. Mayor Paradise requested her to have Mr. Myers submit this in writing to the City Manager or City Secretary to be placed on the next Agenda.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Surratt made a motion to approve the Consent Agenda items 1, 2, 3, and 4 as discussed during the work session. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

ORDINANCES

- 5. Discuss, direct and consider action on an Ordinance Amending the Town of Pantego Municipal Code Chapter 1 – General Provisions; Article 1.04 Town Officers; Division 2 City Manager; Section 1.04.031 Office, Created; Appointment and Removal; Term; Compensation by Adding a Requirement For A Municipal Bond in the Amount of \$50,000 and by Adding Section 1.04.041 Financial Director; Containing a Savings Clause; Repealing all Ordinances in Conflict Herewith; and Declaring an Effective Date.**

Ms. Arrington read the caption of the ordinance and informed the Council this ordinance requires a 2/3 majority vote to pass. Mr. Fielder reminded the Council this was discussed at the last meeting and the consensus from Council was \$50,000 each and State Law requires Council to set the amount of the bonds. There was discussion on the estimates and on subsection (a) of the City Manager and the Finance Director portions of the ordinance. Mr. Jeffrey informed Council this was a housekeeping item. The Finance Director responsibilities are discussed in a separate subchapter but the position was never actually created and this creates that position. There was discussion on changing the "his" in the ordinance to "his/her".

Councilmember Funderlic made a motion to adopt the ordinance amending the Town of Pantego Municipal Code Chapter 1 – General Provisions; Article 1.04 Town Officers; Division 2 City Manager; Section 1.04.031 Office, Created; Appointment and Removal; Term; Compensation by adding a requirement for a municipal bond in the amount of \$50,000 and by adding section 1.04.041 Financial Director. Councilmember Surratt seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

RESOLUTION

- 6. Discuss, direct, and consider action on a Resolution Authorizing the City Manager to enter into an Interlocal Agreement with the City of Fort Worth for the Collection of Household Hazardous Waste.**

Mr. Joyce informed Council this is the same Interlocal Agreement the Town has had in the past. When the Town made the new agreement with Republic it was decided to keep this and everything the same. It did expire.

Mayor Pro-Tem Brewster made a motion to approve the Resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Fort Worth for the collection of household hazardous waste. Councilmember Barrett seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

7. Discuss, direct, and consider action on a Resolution Denying the Rate Increase Requested by Atmos Energy Corp., Mid-Tex Division under the Company's 2014 Annual Rate Review Mechanism Filing in all Cities Exercising Original Jurisdiction.

Mr. Fielder informed the Council as a member of the Atmos Steering Committee the Town is one of a large number of communities that has the power to approve the rate increases by Atmos. There has been a rate increase proposed. The recommendation of the Steering committee is to deny it which will move it to Austin forcing the attorneys to negotiate the rate increase. The negotiated rate increase should be lower than the proposed increase now. If the Town chooses not to join with the Steering Committee and accept the rate increase then the Town would just do nothing and lose the opportunity for future denials.

Councilmember Surratt made a motion to approve the Resolution of the Town of Pantego denying the rate increase requested by Atmos Energy Corp. Councilmember Price seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

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

8. Discuss and direct staff on the possible amendments to the solicitation regulations.

Chief Griffith informed Council the original comments from March along with the current recommendations of our attorney are provided in this updated version. Chief Griffith stated Mr. Jeffery and he has looked over the comments and recommendation. They do not foresee any issues with the amended regulations. Mayor Paradise thanked Chief Griffith for being so thorough and the effort he put into this. Mr. Jeffrey informed Council the City of Arlington will take up another reading of their solicitation ordinance tomorrow. Their revisions are similar to ours. There was discussion on creating a new position of the License Officer and creating this position administratively through the current officers. According to Mr. Jeffrey this is typically the Police Chief and/or his designees. There was discussion on exemption number three (3) and the definition of Anonymous Political Speech as it relates to knocking on resident's doors or standing on the intersections with further discussion on the Right of Way regulations. Council inquired about the requirements for a claim in writing for the exemptions and the handling of an organization; such as religious organizations, the Boys Scouts of America, or the Girl Scouts of America. The exemptions require a written claim requesting the exemption to the policies of the ordinance and why the organization believes they are exempt. Council believes this is restrictive of the Boy Scouts or Girl Scouts but relaxed on religious organizations. Mr. Jeffrey explained he will make the proper changes to require organizations to register with the Town. There was discussion on how school fundraisers can be exempt for charitable purposes and the procedure for the school with the different groups having different fundraisers. It was explained one of the exemptions that would apply to the children soliciting for school is receiving permission from the home owner. There was concern on the power of the Town to enforce acceptable behavior of the solicitors especially at intersections. Mr. Jeffrey explained if the person representing the organization is a distraction or disruption to traffic or exhibits aggressive or confrontational conduct the Town can take action through the Penal Code. Council clarified the Permit Fees amount, length of the permit, and the waiving of the fees for organizations; such as the Independent School Districts, the Girl Scouts, and the Boy Scouts. Mayor Paradise requested staff to ensure the word gets out to these organizations. There was discussion on the Town Fire Department's MDA Fill the Boot Campaign and donations for the Town or its employees. Mr. Jeffrey explained this activity is covered under the Texas State Law and tracked in our ordinance.

There was discussion of the insurance requirement in the ordinance that is required by State Law. Assistant Chief Coker informed the Council the Muscular Dystrophy Association carries the insurance for the Firefighters in the Fill the Boot Campaign.

9. Discuss and direct staff on the possibility of relocating overhead utilities that is in conflict with the Park Row Project.

Mr. Joyce informed Council this provision was discussed in an earlier meeting regarding the Park Row Project and needing to relocate the overhead utilities by either raising them or removing them completely. Staff needs direction on whether Council wants to expend money to investigate possible conflict solutions, or expend money to investigate aesthetic conflicts, or consider increasing the budget and/or decrease the scope of the project to address the conflicts. Mr. Joyce informed Council the 90% plans are in dropbox and a memo from Mr. Elliot was handed out this evening. Mr. Joyce introduced Steve Elliot with CMA Architects. Mr. Elliot reminded Council in August the design development set was presented to Council and authorization was received from Council to proceed with the project. Based on the comments of that meeting the 90% plans were drafted. During this time CMA reiterated there had not been coordination with the overhead utilities at this point. CMA went as far as they could without the input from the utilities. The electrical engineer was waiting to verify the input Oncor would have on the service to their poles to provide power to Town's poles. On an unrelated note the contract with the electrical engineer was canceled due to other issues not related to the Town and a new electrical engineer was hired, K & E. The first week of December, the Town and CMA met to go over the comments of the 90% and obtain a game plan of all the contacts with the different utilities. CMA, Town staff, and the utility companies met in later to obtain the requirements. Oncor requires 10 foot of clearance from anything in the Right Of Way to their utilities. After performing a survey to verify what facilities are there and if any are in conflict, it was determined there were three poles in conflict; two on the West and one on the East side. Mr. Elliot informed Council there were several meetings between CMA, Town staff, and the utility companies to discuss different options to the project regarding utility placement. Oncor informed everyone the cost of raising the three poles and decommissioning the overhead lines not in use would be \$12,000. There still has not been a cost estimate received by AT&T and Time Warner Cable. The Second option discussed was moving all utility poles behind the sidewalk. This will be more expensive but more aesthetically pleasing. Oncor informed CMA this would result in a more expensive survey of \$2,000. Mr. Joyce informed CMA and the utility companies he would need to speak to Council before committing to the survey.

Council discussed the budget and planning process and how this was not mentioned in that process inquiring about the issue of moving the utilities and how it was missed. Mr. Elliott explained he asked for utility input as a prerequisite and mentioned it several times among all the engineers and planners. He feels he could have done a better job in explaining they were missing this information and needed it to complete the project. There was discussion on the Businesses located on Park Row and their knowledge of the impact the project construction may bring to their business. Mr. Joyce informed Council two years ago the information was sent out to the businesses and a meeting was held with PEDC and the businesses to discuss the issues. The business owners discussed the trees and the visibility from Park Row in the PEDC meeting. There was discussion by Council on a heads up to the businesses for the change in traffic patterns and to their entrances. Council inquired about what the \$1.6 million budget covers and was informed this amount covers the foundations; one type that is a straight shaft pier and will be used as often as possible, but in the case of areas with many underground utilities there will be a cantilever pier used, the foundation will be a matrix of combinations of the two piers for the project, water line relocations and hydrant relocations will be coordinated with the Alan Plummer Associates project, inspection and contract services are included. There was discussion on the remaining cost of the contract; such as any additional costs in the remaining engineering and third party contractors. Mr. Elliot will be on the project for inspections periodically. There was discussion of who will perform the Construction Management. Mr. Fielder would like to have a discussion with Council on hiring a third party for this. Mr. Elliot explained he took the numbers

Town Council Minutes
May 12, 2014

used at the very onset in August 2012 and determined they can do the project for \$1.6 million but had to identify a base bid scope. The construction from east of Braums to the Waterford will cost more like \$1.8-\$1.9 million. They are breaking the bid package into a base bid scope with various alternatives with pricing broken out so that Council has choices to complete parts of the project at different times. Based on what Mr. Elliot has seen he is concerned the entire scope will not come in at \$1.6 million. The water line project went from \$360,000 to \$560,000 all coming out of the same \$1.6 million. Council clarified the water line project is a different construction project. Mr. Elliot explained Council has choices and his recommendation is since the documents are being prepared by a separate firm, CMA and Alan Plummer Associates can work together on the bid form and can be set up as two different packages but the same contractor can bid both of them and put the bids out at the same time. He explained this will give one set of general conditions and will help save in not paying twice for general conditions. Since they are two projects that will run concurrently with two different contractors, it could create a situation of the contractors pointing fingers at each other and Council is left with trying to sort the situation out. CMA would rather have a single source of responsibility. There was discussion on the Plummer Contract including the construction manager and inspections, etc. Mr. Joyce will look into Councils concerns. There was discussion on the resolution of the issues at the last meeting in August. All items that Council requested at the 60% meeting were incorporated in the 90% plans. This resulted in additional poles and changes to the concrete. There was a request for Mr. Joyce to refresh Councils memory as to how the sidewalks and everything will look. The Mayor would like another meeting to discuss the additional costs; such as a construction manager, Oncor, etc. She would like Council to regroup to discuss the choicest they have. There was discussion on the existing electrical and telephone boxes on Bowen Rd as it relates to utility relocation costs. Mr. Elliot explained they are behind the 10 foot setback so they do not need relocating. He went on to explain closer to the Waterford there is a berm that will require additional costs. Mr. Elliot stated the optimum would be to relocate all utilities out of the way but this is not in the realm of possibility due to cost. There was discussion on Time Warner and their survey costs. Mr. Joyce explained AT&T has requested money upfront but stated it may be a while for their engineers to get out; however, they have a third party the Town can pay for upfront to have the relocation cost survey done quicker. AT&T did not have a price for the survey. There was discussion on how much money is needed to cover the surveys for Oncor and AT&T. Mr. Joyce suggested \$5,000, giving \$2,000 to Oncor and leaving the remainder to cover the additional cost of AT&T and any others. Council confirmed this will just take care of the investigative funds they will then regroup and go over the costs. Mr. Fielder stated Tarrant County has committed \$225,000 from their road bonds and that money remains available to use until September 30, 2015. The only catch is the Town has to enter into an agreement and funds have to be used by the end of the agreement. There was discussion of the lighting standards and the ramp at Milby and Bowen the cost for compatibility will be additional cost for it to look like they did not go around the poles. Council confirmed this is an aesthetic issue not a structural issue.

Councilmember Funderlic made a motion to authorize an additional \$5,000 for the investigation of Oncor relocation and related utilities. Councilmember Surratt seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

10. Discuss and direct staff on possible amendments to the Boat and RV regulations.

Mr. Joyce explained to Council he has place the requested changes from Council into the ordinance with 30 foot setbacks from the curb line. There was discussion on how this will affect the resident on Peachtree. If the item is parked right up against the fence or property line the

Town Council Minutes
May 12, 2014

setback is 1 foot horizontally for every foot the item is over the height of the fence. For example, if the item is 11 feet then it needs to be 5 feet from the fence line. The loading and unloading is set to no more than 72 hours at one time no more than two times in two weeks and a free permit for servicing for 30 days per calendar year. Council wants to keep the screening from view clause especially when the item is in the back yard with no fence or a chain length fence it is still seen. The suggestion was made for a 6 foot stockade fence required plus the fence line setback of 1 foot for every foot over the height of the fence. There was discussion on the burden of the cost to enforce the screening to the resident owner is there is such a requirement versus the burden of cost to his neighbors if there is not a screening requirement. There was discussion on Section A regarding vehicles with a carrying capacity of 2000 pounds or less may be parked on an all-weather surface or any surface if screened from view. A camper applies to Section B requiring all Motor homes, RV's, Campers, Boats, and Trailers have to be parked on an all-weathered surface. There was discussion on valid registration requirements. There was discussion on enforcing the parking on the street ordinance by the Police Department.

Mayor Paradise recessed the regular session at 9:58 p.m.

Mayor Paradise called the executive session to order at 10:02 p.m.

SCHEDULED EXECUTIVE SESSION ITEMS

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

Mayor Paradise adjourned the Executive Session at 10:11 p.m.

Mayor Paradise reconvened into Regular Session at 10:12 p.m.

Mayor Paradise declared no action was taken on Executive Session item number 1.

COUNCIL INQUIRY

No inquiries at this time.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 10:13 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Pantego Economic Development Corporation
April 23, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in regular session at 7:30 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 23rd day of April 2014 with the following members present:

Bill Brown	President
Fred Adair	Secretary
Arsalan Gittiban	Treasurer
Danny Lakey	Director
Don Surratt	Director

Constituting a quorum. Staff present was:

Matt Fielder	City Manager
Julie Arrington	City Secretary
Ariel Carmona	Finance Director
Chad Joyce	Community Development Director

Also in attendance:

Pam Mundo	Economic Development Coordinator
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REGULAR SESSION 7:30 P.M.
CALL TO ORDER AND GENERAL COMMENTS

President Bill Brown called the meeting to order at 7:30 p.m.

INVOCATION

Director Surratt led the invocation which was followed by the Pledge of Allegiance.

PRESIDENT'S COMMENTS

President Brown expressed his pleasure in the Easter Event and how well he enjoyed the event.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

1. Executive Director Report

Mr. Fielder informed the Board April Coltharp with Flair Events will speak to the Town Council at the next Town Council meeting on Monday, April 28, 2014. She plans to attend the next PEDC meeting to discuss the location, date, and time of PantegoFest 2014 and the Boards involvement. President Brown stated it was not necessary for Ms. Coltharp to visit with both Boards.

Mr. Fielder explained he spoke to Google and learned an organic search; for instance search shoe stores, will not result in stores in Pantego. The Board can purchase buzz words and if one is

used our businesses will pop up on the screen. This is charged per word or per search and the price varies based on the word used. There was discussion on words that could be used.

2. Approval of PEDC Minutes

- **April 9, 2014**

Director Surratt made a motion to accept the minutes for April 9, 2014 with the correction of Ms. Carmona's attendance. Treasurer Gittiban seconded the motion.

The vote was as follows:

Ayes: Surratt, Adair, Lakey, Brown, and Gittiban

Nays: None

Abstention: None

President Brown declared the motion passed unanimously.

3. Summary of Revenues and Expenditures

- **April 23, 2014**

Secretary Adair made a motion to approve the financials as presented. Treasurer Gittiban seconded the motion.

The vote was as follows:

Ayes: Surratt, Adair, Lakey, Brown, and Gittiban

Nays: None

Abstention: None

President Brown declared the motion passed unanimously.

CITIZEN'S OPEN FORUM

None at this time.

PEDC MEMBER INQUIRY

There was discussion regarding which Directors would like to continue their appointment with the PEDC Board. Director Rogers is the only Board Member who has requested a leave of the board.

President Brown recessed the Board at 7:55 p.m.

President Brown reconvened the Board on location at 8:09 p.m.

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

- 4. Discuss the demonstration presented by Bean Electric for the lighting of the Arch on Park Row. The meeting will relocate momentarily to the Arch on Park Row adjacent to 2210 W. Park Row to allow the board the viewing of the demonstration.**

The representative from Bean Electric demonstrated three types of lighting stripes possible for the lighting of the arch. There was discussion on colors, intensity of the colors, timing, assembly, and possible competition with the Braum's sign. The board requested the contractor to attend the next PEDC meeting with demonstrations at Town Hall on the colors and the timing for changing the colors automatically.

- 5. Discuss, direct, and consider action upon the lighting of the Arch on Park Row.**

No action on this item.

ADJOURNMENT

President Brown adjourned the regular session at 8:55 p.m.

APPROVED:



Bill Brown, President

ATTEST:



Fred Adair, Secretary



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an Ordinance of the Town of Pantego Canvassing the Returns and Declaring the results of the General Election Held on May 10, 2014 For The Purpose of Electing Three (3) Council Members to The Town of Council of the Town of Pantego.

Date: May 19, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

The Municipal General Election was to be held on Saturday, May 10, 2014. The Town of Pantego was able to cancel the election due to unopposed candidates. The acceptance of the cancellation was made on March 24, 2014. Under the Texas Election Code Title 1 Introductory Provisions; Chapter 2 Vote Required for Election to Office; Subchapter C Election of Unopposed Candidate; Section 2.053 Action in Certification Subsection (e) A certificate of election shall be issued to each candidate in the same manner and at the same time as provided for a candidate elected at the election. As required by State Law the elected candidates shall be declared elected by ordinance.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the approval of an Ordinance Canvassing the General Election as presented.

ATTACHMENTS:

Ordinance Number 14-738

Director's Review: _____
City Manager's Review: M.D.G.

ORDINANCE NO. 14-738

AN ORDINANCE OF THE TOWN OF PANTEGO CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD MAY 10, 2014 FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS TO THE TOWN COUNCIL OF THE TOWN OF PANTEGO.

WHEREAS: Ordinance No. 14-732 ordered the General Election that was held on Saturday, May 10, 2014, for the purpose of electing three (3) Council Members to Places 1, 2 and 3 to be filled for two (2) year terms or until their successors are duly elected and qualified; and

WHEREAS: the Town Council has reviewed information presented by staff and has determined that all matters pertaining to said election, including the ordering, giving notice, cancelling of said election were accomplished in accordance with applicable requirements; and

WHEREAS: it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code; 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 Councilmembers 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 THAT:

Section 1. The Town Council officially finds and determines that said election was duly ordered, that proper notice of said election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that the Town has complied with the Federal Voting Rights Act and the Texas Election Code, that due returns of the result of said election have been made and delivered, and that the Town Council has duly canvassed said returns, all in accordance with law and the Ordinance calling the election.

Section 2. The official canvass of the returns of the General Election held on May 10, 2014 reflects that the following named persons received the number of votes set opposite their names in the respective positions to be filled:

<u>Councilmember Place 1</u>	<u>Early Voting</u>	<u>Election Day Voting</u>	<u>Total Votes</u>	<u>Under Votes</u>
Fred Adair	Unopposed	Unopposed	Unopposed	Unopposed
<u>Council Member, Place 2</u>				
Don Funderlic	Unopposed	Unopposed	Unopposed	Unopposed
<u>Council Member, Place 3</u>				
Jane Barrett	Unopposed	Unopposed	Unopposed	Unopposed

Section 3. The official canvass of the returns of the General Election held on May 10, 2014 reflects that the following persons were duly elected to the respective positions shown:

Council Member, Place 1	Fred Adair
Council Member, Place 2	Don Funderlic
Council Member, Place 3	Jane Barrett

Section 4. This Ordinance will take effect immediately upon its passage.

PASSED AND APPROVED AFTER WAIVER OF THE REQUIREMENTS OF TOWN CODE SECTION 1.03.035(b) THIS THE 19th DAY OF MAY 2014 BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an Ordinance of the Town of Pantego Canvassing the Returns and Declaring the results of the Special Election Held on May 10, 2014 For The Purpose of Electing One (1) Council Member to The Town of Council of the Town of Pantego.

Date: May 19, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

The Municipal Special Election was to be held on Saturday, May 10, 2014. The Town of Pantego was able to cancel the election due to unopposed candidates. The acceptance of the cancellation was made on March 24, 2014. Under the Texas Election Code Title 1 Introductory Provisions; Chapter 2 Vote Required for Election to Office; Subchapter C Election of Unopposed Candidate; Section 2.053 Action in Certification Subsection (e) A certificate of election shall be issued to each candidate in the same manner and at the same time as provided for a candidate elected at the election. As required by State Law the elected candidates shall be declared elected by ordinance.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the approval of an Ordinance Canvassing the Special Election as presented.

ATTACHMENTS:

Ordinance Number 14-739

Director's Review: _____
City Manager's Review: 1199

ORDINANCE NO. 14-739

AN ORDINANCE OF THE TOWN OF PANTEGO CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD MAY 10, 2014 FOR THE PURPOSE OF ELECTING ONE (1) COUNCIL MEMBER TO THE TOWN COUNCIL OF THE TOWN OF PANTEGO.

WHEREAS: Ordinance No. 14-733 ordered the Special Election that was held on Saturday, May 10, 2014, for the purpose of electing one (1) Council Members to Place 5 to be filled for two (2) year terms or until their successors are duly elected and qualified; and

WHEREAS: the Town Council has reviewed information presented by staff and has determined that all matters pertaining to said election, including the ordering, giving notice, cancelling of said election were accomplished in accordance with applicable requirements; and

WHEREAS: it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code; 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 Councilmembers 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 THAT:

Section 1. The Town Council officially finds and determines that said election was duly ordered, that proper notice of said election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that the Town has complied with the Federal Voting Rights Act and the Texas Election Code, that due returns of the result of said election have been made and delivered, and that the Town Council has duly canvassed said returns, all in accordance with law and the Ordinance calling the election.

Section 2. The official canvass of the returns of the General Election held on May 10, 2014 reflects that the following named persons received the number of votes set opposite their names in the respective positions to be filled:

	Early	Election	Total	Under
Council Member, Place 5				
Don Surratt	Unopposed	Unopposed	Unopposed	Unopposed

TOTAL BALLOTS CAST **Unopposed**

Section 3. The official canvass of the returns of the General Election held on May 10, 2014 reflects that the following persons were duly elected to the respective positions shown:

Council Member, Place 5 Don Surratt

Section 4. This Ordinance will take effect immediately upon its passage.

PASSED AND APPROVED AFTER WAIVER OF THE REQUIREMENTS OF TOWN CODE SECTION 1.03.035(b) THIS THE 19TH DAY OF MAY 2014 BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney



AGENDA BACKGROUND

AGENDA ITEM: Welcoming Remarks to Newly Elected Councilmember Fred Adair

Date: May 19, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

This item was included for newly elected Councilmember Fred Adair to address the Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

Director's Review: 
City Manager's Review: MDT



AGENDA BACKGROUND

AGENDA ITEM: Discuss, nominate, and elect a Mayor Pro-Tem for the Town of Pantego

Date: May 19, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

This item was included to allow Council the opportunity to elect a Mayor Pro-Tem.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

None

Director's Review: 
City Manager's Review: 



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an update from Flair Events and authorizing the City Manager to enter into contracts regarding PantegoFest 2014.

Date: May 19, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

This item was requested by the Council at the May 12, 2014 regular meeting. Attached is an update from the event planner, April Coltharp. It is a snapshot of the items currently being addressed this week, and is not meant to describe the totality of work that needs to be done to complete the planning for the event.

In addition, a draft contract has been provided to retain the band La Freak. It does contain misspellings, which we had requested be corrected, but the terms of the agreement are typical for engaging musicians.

FISCAL IMPACT:

\$5,000 for the La Freak contract.

RECOMMENDATION:

Staff recommends approval of the La Freak contract with typos corrected.

ATTACHMENTS:

Update from Flair Events
Proposed contract from La Freak

Directors Review: _____
City Manager's Review: 1199

Pantego Fest Quick Summary Week of May 16, 2014

A. Event Services and Operations:

- I. Quotes for infrastructure requirements
 - a. We have prelim quotes from 2 rental companies for tents, stage, fencing, generators, lighting. Will wait for a site plan that is closer to what Council would like in order to get a more realistic quote.
 - b. We have prelim quotes from 3 port-a-potty companies. Best pricing and reputation: Cains.
- III. Site Plan
 - a. Revised, based on feedback from Town Council meeting on 4/28/14.
 - b. Contact made with PCA Head of School. Meeting scheduled for: **Wednesday, May 21, 2014**
- IV. Safety Plan
 - a. In progress
 - b. Need to be in conjunction with other city employees? Fire, Police? Public Safety?
- V. Permits
 - a. Town Council vote on waiving the rules to selling alcohol within a certain distance of PCA High School. **Goal date: June**
 - b. Exploring the options for sales of Alcohol and permits required and by whom. Meeting with Saljo's, **Thursday, May 22**
- VI. Electrical plan – In progress. Have a preliminary plan. Waiting on final site plan
- VII. Traffic Plan – Pantego (Chad)
 - a. Plan to close down one lane on Park Row:
 - i. Need to coordinate a plan of action. Who do we coordinate with? Communicate Goal dates for permission etc.
 - ii. What are the infrastructure needs for closure?
 - b. Plan to close Milby from Park Row to Just before alley behind shopping center.
 - i. Need to coordinate a plan of action. Who do we coordinate with? Communicate Goal dates for permission etc.
 - ii. What are the infrastructure needs for closure?

PWE PRODUCTIONS, LLC.

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110
LAS VEGAS, NV 89141

1. AGREEMENT made this 6TH DAY of MAY, 2014, between the Purchaser, TOWN OF PANTAGO and the Producer, PWE PRODUCTIONS, LLC.

2. DATES OF ENGAGEMENT: TWO 45 MIN SETS TO BEGIN AT APPROX: 8:30PM. FRIDAY, SEPTEMBER 26, 2014.

FEATURING: LE FREAK SOUND CHECK DONE BY: 6PM

3. LOCATION OF PERFORMANCE: PANTAGOFEST, PARKING LOT, 2227 W PARK ROW DR, PANTAGO, TX 76013

4. KEY PERSONNEL PROVISIONS: Changes in or substitutions of the Performer must be approved by Purchaser before engagement. Four piece band consisting of; lead vocal, guitar, bass guitar and drums.

5. ACKNOWLEDGMENT OF SOLE OWNERSHIP OF INTELLECTUAL PROPERTY BY PRODUCER: Purchaser hereby acknowledges and agrees that Producer is the owner of several United States trademarks and service marks including the show name/names listed in clause 2, and is also the owner of all right, title, and interest to all choreography, backing tracks, costumes, stage personas, and cast member aliases. Purchaser hereby expressly agrees that Purchaser shall not duplicate nor substantially duplicate nor create any confusingly similar trademarks, service marks, choreography, backing tracks, stage personas, or cast member aliases to those referenced above. It is expressly agreed that in addition to all other remedies available to the Producer, the Producer shall be entitled to injunctive relief against Purchaser if Purchaser should violate the terms of this provision of this agreement.

6. JOB DESCRIPTIONS AND PERFORMER'S REQUIREMENTS:

a) CONCERT

b) Performer shall use its commercially reasonable efforts to conform to the rules and policies established by Purchaser in fulfilling entertainment requirements.

7. PERFORMER (S) - INDEPENDENT CONTRACTORS:

a) The Performer and Producer execute this agreement as independent contractors, not as employees of the Purchaser. Purchaser shall not be responsible for payment of payroll taxes and charges under federal and local law.

8. LICENSES:

a) Purchaser will provide all necessary musical licensing required for public presentation of the show, including but not limited to: BMI; ASCAP; and SESAC licenses. Private events not open to the public are excluded from musical licensing requirements.

9. CONTRACT PRICE: **\$5,000.00**

a) Unless otherwise specified, the contract price is to be paid as follows:

50% Deposit of **\$2,500.00** is due with signed contract by **JUNE 6, 2014.**

Payable to PWE PRODUCTIONS, LLC.

MAILED TO: 10620 SOUTHERN HIGHLANDS PKWY, STE 110,

LAS VEGAS, NV 89141.

Deposit is refundable if Purchaser defaults with 90 day notice, 50% deposit refunded with 60 day notice and non-refundable within 60 days, but will be fully refundable if Performer or Producer defaults.

***NOTE: Producer may cancel performance if contract and deposit are not received by the due date.**

b) Balance of **\$2,500.00** shall be given to cast leader or PWE designee prior to performance at event by way of company check, cashier's check, personal check or cash made payable to PWE PRODUCTIONS, LLC.

TAX IDENTIFICATION NUMBER 20-1981157
FOR WIRE TRANSFER INFORMATION PLEASE CALL

10. SPECIAL PROVISIONS:

PURCHASER SHALL PROVIDE POWER, STAGE, LIGHTS, PA AND SECURED DRESSING AREA AT PURCHASERS EXPENSE
PERFORMER SHALL PROVIDE BACKLINE

11. Recording Prohibited: The recording, reproduction or transmission of any part of PWE'S production to be furnished for profit is prohibited without prior written consent of Producer.

12. Producer shall be paid in full even if performance is cut short due to rain or police activity, unless the police activity is due solely to misconduct or negligence on the part of the Performer or Producer.

13. Indemnity Clause: Producer agrees to indemnify and hold Purchaser, its officers, employees, agents, representatives, and licensors harmless from and against any claims, demands, and actions (including all costs and reasonable attorneys' fees) arising out of any breach by Producer or Performer of any part of this agreement.

14. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract. Producer warrants and represents that it: (i) is free to enter into and perform this agreement and (ii) Producer will render all services under this agreement in a competent and professional manner.

PURCHASER: TOWN OF PANTAGO
ADDRESS: 1614 S BOWEN RD
CITY: PANTAGO, TX 76013
PHONE: (817) 614-5530
EMAIL: KELLEYHUNT529@AOL.COM

***CONTRACT AND DEPOSIT SHOULD BE SENT TO THE ADDRESS AS OUTLINED IN CLAUSE #9**

PRODUCER: ROGER SAUSE/PWE PRODUCTIONS, LLC.
ADDRESS: 10620 SOUTHERN HIGHLANDS PKWY, STE 110
CITY: LAS VEGAS, NV. 89141
PHONE: (888) 250-8712 EXT.2
EMAIL: ROGERSAUSE@SBCGLOBAL.NET

B. Marketing:

- I. Branding, marketing material
 - a. Save the Date flyers are being designed
 - b. Plan to begin announcing the date at Memorial day event, movie nights etc
- II. Website
 - a. Updated with new logo and packet info
 - b. Updates will continue with new information
- III. Social Media
 - a. Manager of the current Facebook page: make me a manager of the page or content creator then Flair Events will be able to log on
 - b. **Goal date: May 12, 2014**
- IV. Pantego Fest on area "festival" websites
 - a. free listing on www.festivalandevents.com
 - b. free listing on www.festivalnet.com
 - c. free listing on www.tourtexas.com (pending)

C. Vendors

- I. Local Business letter. Sent
- II. Arts and Crafts / Food Vendors: Emailed

D. Community Supporters

- I. Identify a couple of affected businesses, invite to a "stakeholders"
- II. Meeting **Goal date: May 29, 2014**

E. Activities

- I. Cookoff
 - a. Speaking to Arlington location that potentially had conflict. Waiting to hear back.
 - b. Exploring other options – Non-Sanctioned event, or alternative such as Steak, Beer-Making, Dutch Oven, Outlaw Chili, Beans, Salsa
- II. Will make contact with local businesses for: tastings, pet parade, art activities etc...
- III. Getting quotes on Kid zone/ inflatables, Contract can be available by **June Council meeting**
- IV. Continuing to research carnival rides that would potentially work in another parking area. Hope to have decided by **June council meeting**

F. Live Entertainment:

- I. Le Freak Contract in Hand. Need to confirm by June 6
- II. Contact made with Pat Meyer for good deal on 2012 bands... waiting for his contact to be back in the country. Not sure on the arrival date. "Will be in touch"

- III. Beginning contact with teachers at local schools
- IV. Stage from Ben E Keith is not available.
- V. Potential stage available for no charge from Pat Meyer contact.
- VI. Sound and lighting contacts made, Contract can be available by:

June Meeting

G. Sponsors

- I. Town Vendors identified. Need to meet with Matt to determine who we are targeting specifically
- II. Send letters: Goal Date: **May 22, 2014**
- III. Email previous sponsors: Goal Date: **May 16, 2014**

H. Volunteers

- I. Groups identified
- II. Begin asking for assistance and commitments in June