



Melody Paradise, Mayor
Don Surratt, Mayor Pro Tem

AGENDA

TOWN COUNCIL

August 15, 2016

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

COUNCIL MEMBERS:

Fred Adair
Don Funderlic
Jane Barrett
Russell Brewster

Matthew Fielder, City Manager

SPECIAL SESSION 6:30 P.M.

1. Discuss, direct, and consider action on Resolution 16-21 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into an agreement with Stewart Schwensen Productions, LLC to provide production and staging for PantegoFest 2016.
2. Discuss and Review the Budget for the Fiscal Year 2016-2017.

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

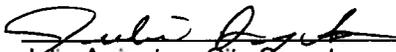
SCHEDULED EXECUTIVE SESSION ITEMS

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

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, August 12, 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.





AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on Resolution 16-21 a resolution of the Town of Pantego, Texas, authorizing the City Manager to enter into an agreement with Stewart Schwensen Productions, LLC to provide production and staging for PantegoFest 2016.

Date: August 15, 2016

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Resolution 16-21 would authorize a contract with Stewart Schwensen Productions for the stage and production services for PantegoFest. The initial proposal was reviewed with Council by the PantegoFest event planner at the August 8th Council meeting.

FISCAL IMPACT:

\$11,170

RECOMMENDATION:

Staff recommends approval of Resolution 16-21.

ATTACHMENTS:

Resolution 16-21
Stewart Schwensen Productions, LLC Contract

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

RESOLUTION NO. 16-21

A RESOLUTION OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STEWART SCHWENSEN PRODUCTIONS, LLC. TO PROVIDE PRODUCTION AND STAGING FOR THE 2016 PANTEGOFEST.

WHEREAS, the Town Council sees the need to furnish production and staging at the 2016 PantegoFest for the enjoyment of the festival attendees; and

WHEREAS, It is mutually desired by the Town of Pantego and Stewart Schwensen Productions, LLC. to provide production and staging for the enjoyment of the festival attendees.

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

Section 1: the Town Council authorizes the City Manager to enter into a contract with Stewart Schwensen Productions, LLC to provide production and staging at the 2016 PantegoFest.

Section 2: the Town Council authorizes the City Manager to pay a total contract price of \$11,170; with a deposit of 50% of the total contracted price due along with the signed agreement with the remaining balance paid on or before September 26, 2016 as outlined in "Exhibit A".

Section 3: the Town Council agrees and accepts the terms and conditions of the contract as presented by Stewart Schwensen Productions, LLC. in "Exhibit A".

Section 4: this resolution is effective immediately upon passage.

PASSED AND APPROVED this the 10th day of August 2016, at a special meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

James T. Jeffrey, Jr., City Attorney

7901 TEXIAN TRAIL
MCKINNEY, TX 75070

(214) 856-3437
STEWARTAGENT@GMAIL.COM

Stewart Schwensen Productions, LLC

ENTERTAINMENT AGREEMENT

Agreement made this 9TH day of AUGUST, 2016 between STEWART SCHWENSEN PRODUCTIONS (hereinafter called Artist) and THE TOWN OF PANTEGO (hereinafter called Purchaser).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT

1. NAME AND ADDRESS OF ENGAGEMENT: PUBLIC PARKING LOT
2223 W. PARK ROW DRIVE
ARLINGTON, TX 76013
2. DATE OF ENGAGEMENT: SEPTEMBER 24, 2016 (SATURDAY)
3. TYPE OF ENGAGEMENT: PRODUCTION AND STAGING FOR PANTEGOFEST
4. HOURS: N/A
5. PRICE AGREED UPON: \$11,170.00
6. PURCHASER TO MAKE PAYMENTS AS FOLLOWS: \$5,585.00 DEPOSIT PAYABLE TO STEWART SCHWENSEN PRODUCTIONS, LLC TO BE RETURNED ALONG WITH SIGNED CONTRACT ON OR BEFORE AUGUST 23, 2016. \$5,585.00.00 BALANCE DUE ON OR BEFORE SEPTEMBER 26, 2016 (EIN 20-1333768).
7. Artist shall at all times have complete supervision, direction and control over the services of its personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services, as well as the ends to be accomplished.
8. It is understood that the Artist executes this agreement as an independent contractor and is not an employee of Purchaser. It shall be the responsibility of Artist to withhold and pay over to government authorities any and all income taxes and social security contributions which may be required to be withheld from the musician's fees.
9. It is understood and agreed that Purchaser will be liable for any loss or damage to any equipment belonging to Artist while such equipment is on the premises of the Purchaser.
10. SPECIAL PROVISIONS
PURCHASER TO PROVIDE: ADEQUATE PARKING AREA FOR PRODUCTION VEHICLES.
ARTIST TO PROVIDE COVERED STAGE, SOUND, LIGHTING AND POWER SUPPLY PER ARTISTS RIDER.
ARTIST CAN BEGIN SETUP NO LATER THAN 5:00PM ON SEPTEMBER 23, 2016.
ARTIST TO BE PAID IN FULL REGARDLESS OF WEATHER CONDITONS "RAIN OR SHINE"
11. AGENT PROVISIONS:
 - A. Stewart Schwensen Productions is acknowledged to have fully performed upon the commencement of this engagement, Stewart Schwensen Productions shall not be liable for the default of a Purchaser or the non-performance of the group. No changes in the affecting commission shall be made without the written approval of agent.
 - B. The percentage of commission included in the gross price of this engagement is 25%. Commission shall be held in trust by leader as fiduciary and forwarded to agent within 5 days of receipt, or 1) the agent has the authority to cancel the following engagement, or 2) at the request of agent, present purchaser is authorized to withhold from leader any commissions due STEWART SCHWENSEN PRODUCTIONS. Delinquent commission shall accrue interest at 1% per month, and if litigation is necessary for collection, attorneys fees shall be paid by debtor, unless prohibited by applicable local law.
 - C. If leader or key personnel of this musical group, is re-booked into this or any establishment represented by the purchaser (including chain buyers of music) within 2 yrs from the termination of this agreement, Purchaser and Leader shall be jointly and severally liable for payment to STEWART SCHWENSEN PRODUCTIONS for commission in the rate set forth in this engagement.
12. UNION PROVISIONS:
Members of unions or guilds, which may include the leader and members of this unit, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may be members, Agent does not represent that artist is affiliated with any musician's union.
13. ARBITRATION OF CONTROVERSIES
Any controversies over the terms or conditions of this agreement will be submitted to a civil court or the office of the American Arbitration Association or Canadian equivalent in Collin County, Texas, and decision accepted as binding on all parties concerned. If decision involves a monetary payment which is not paid in 30 days, collection or attorney fees shall be paid by debtor. This agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. The parties agree that Purchaser has not waived its sovereign immunity by entering into and performing its obligations under this agreement.
14. The recording, reproduction, or transmission of Artist's performance is prohibited absent written consent of Artist and his union.
15. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract.

Signature _____
Purchaser **MATTHEW FIELDER, CITY MANAGER**
TOWN OF PANTEGO
Address **1614 SOUTH BOWEN ROAD**
City/State **PANTEGO, TX 76013**

Signature _____
Leader **STEWART SCHWENSEN PRODUCTIONS, LLC**
Address **7901 TEXIAN TRAIL**
City/State **MCKINNEY, TX 75070**

COMMENCEMENT OF ENGAGEMENT TOGETHER WITH PHYSICAL DELIVERY OF THIS CONTRACT IS DEEMED TO BE AN ACCEPTANCE OF ALL TERMS BY THE PURCHASER
PLEASE SIGN CONTRACT - KEEP (1) COPY FOR YOUR FILES AND RETURN (1) COPY TO STEWART SCHWENSEN PRODUCTIONS



AGENDA BACKGROUND

AGENDA ITEM: Discuss and Review the Budget for the Fiscal Year 2016-2017.

Date: August 11, 2016

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Council will continue their discussion of the Budget for Fiscal Year 2016-2017.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None.

ATTACHMENTS:

None.

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