



Rita G. Jonse, Mayor
Gene Kruppa, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2
Anne Weir, Place 3
Dr. Larry Wallace Jr., Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

**CITY COUNCIL
REGULAR MEETING
AGENDA**

Wednesday, May 1, 2019

7:00 p.m.

Manor City Hall – Council Chambers
105 E. Eggleston Street

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- A. Declaring the Week of May 5-11, 2019, as “Municipal Clerks Week”
- B. Declaring the Week of May 12-18, 2019, as “Police Week”

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting. **No Action May be Taken by the City Council During Public Comments**

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

1. Consideration, discussion, and possible action to approve the City Council Minutes of the April 17, 2019, Regular Meeting. Lluvia Tijerina,
City Secretary

REGULAR AGENDA

2. Consideration, discussion, and possible action on funding up to \$3,300 from the Hotel Occupancy Tax fund for materials used to produce public art displayed on City owned property. Thomas Bolt,
City Manager
3. Consideration, discussion, and possible action on a resolution approving the acquisition of real estate located at 850 E. Anderson Lane, Austin, Travis County, Texas by the Travis Central Appraisal District. Thomas Bolt,
City Manager
4. Consideration, discussion, and possible action on funding up to \$23,411.50 from the Hotel Occupancy Tax fund for ManorPalooza musical artists, advertising materials, photographer, and stage/musical production used to encourage and promote the art and tourism on City owned park property. Ryan Phipps,
Chief of Police

ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, April 26, 2019, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/Lluvia Tijerina, TRMC
City Secretary for the City of Manor, Texas

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail ltijerina@cityofmanor.org

Proclamation

50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK

Whereas, The Office of the City Secretary, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the City Secretary is the oldest among public servants, and

Whereas, The Office of the City Secretary provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The City Secretary serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the City Secretary through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the City Secretary.

Now, Therefore, I, Rita G. Jonse, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of May 5 -May 11, 2019, as:

Municipal Clerks Week

and further extend appreciation to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Proclaimed this the 1st day of May 2019

*Rita G. Jonse, Mayor
City of Manor*



PROCLAMATION

Recognizing National Police Week 2019 and honoring the service and sacrifice of those law enforcement officers killed in the line of duty while protecting U.S. communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including all dedicated **MANOR PEACE OFFICERS**; and

WHEREAS, since the first recorded line of duty death in 1791, 23,711 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 371 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 158 officers killed in 2018, and 213 officers killed in previous years; and

WHEREAS, of the 158 officers killed in 2018 on average left behind two children; and

WHEREAS, Texas and municipalities lead the nation with the most officer fatalities; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 31st Annual Candlelight Vigil, on the evening of May 13, 2019, at the National Mall in Washington DC; and

WHEREAS, the service and sacrifice of Texas officers killed in the line of duty will be honored during the TEXAS PEACE OFFICERS MEMORIAL'S Annual Candlelight Vigil, on the evening of Sunday May 05, 2019.

NOW, THEREFORE, I, Rita G. Jonse, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of May 12-18, 2019, as:

"POLICE WEEK"

in **THE CITY OF MANOR**, and publicly salutes the service of law enforcement officers in our community and in communities across the nation; and **BE IT FURTHER RESOLVED** that the downtown Manor water tower shall be lit in blue from May 12th to May 18th, 2019.

PROCLAIMED this the 1st day of May 2019

Rita G. Jonse, Mayor
City of Manor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2019

PREPARED BY: Lluvia Tijerina, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the April 17, 2019, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

April 17, 2019, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes of the April 17, 2019, Regular Meeting.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



**CITY COUNCIL
REGULAR SESSION MINUTES
APRIL 17, 2019**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gene Kruppa, Place 1 (Absent)
Maria Amezcua, Mayor Pro Tem, Place 2
Anne R. Weir, Place 3
Dr. Larry Wallace Jr., Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Lydia Collins, Director of Finance
James Allen, Lieutenant
Scott Dunlop, Assistant Development Services Director
Sarah Friberg, Court Clerk
Mike Tuley, Director of Public Works

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Jonse at 7:00 p.m. on Wednesday, April 17, 2019, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Lieutenant Allen, led the Pledge of Allegiance.

PUBLIC COMMENTS

Vicki McFarland, P.O. Box 256, Manor, Texas, spoke before the City Council regarding the Manor Heritage Festival. She invited everyone to attend the Festival on Friday, April 26th for the Street Dance from 8:00 p.m. until 11:15 p.m.; and Saturday, April 27th from 10:00 a.m. until 5:00 p.m. She announced that the Manor ISD Students would be performing and the Manor Chamber of Commerce would be raffling tickets for baskets. Ms. McFarland thanked the city for the assistance with the Hot Funds.

Kesha Hammler along with her daughter Toni, 16504 Trevin Cove, Manor, Texas, 78653, spoke before City Council regarding the Manor Cares Group. She explained what the group does for the community. She stated the group provides a community dinner every 1st and 3rd Tuesday of the month. Ms. Hammler is looking for a summer location to provide meals for Manor ISD students under the age of 18.

Robert Battaile, 502 E. Eggleston Street, Manor, Texas, 78653, spoke before City Council regarding the Bocce Sport. Mr. Battaile discussed his vision for a Bocce Pavilion and a Miniature Golf Course for the new Manor Commons Park. He is requesting for City staff to conduct public meetings for the community to have input on the master plan of the park. Mr. Battaile stated he is conducting free Bocce Workshops at Jennie Lane Park on May 4th and May 11th at 10:30 a.m.

No one else appeared to speak at this time.

CONSENT AGENDA

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the April 3, 2019, Regular Meeting.**
- 2. Consideration, discussion, and possible action on the acceptance of the March 2019 Departmental Reports:**
 - **Police – Ryan Phipps, Chief of Police**
 - **Development Services – Scott Dunlop, Assistant Dev. Services Director**
 - **Municipal Court – Sarah Friberg, Court Clerk**
 - **Public Works – Mike Tuley, Director of Public Works**
 - **Finance – Lydia Collins, Director of Finance**

MOTION: Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Weir the Council voted six (6) For and none (0) Against to approve and adopt all items on the consent agenda. The motion carried unanimously.

REGULAR AGENDA

- 3. Consideration, discussion, and possible action on a partial release and termination of a public utility easement.**

The City staff's recommendation was that the City Council approve a partial release and termination of a public utility easement.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve a partial release and termination of a public utility easement. The motion carried unanimously.

4. Consideration, discussion, and possible action on selecting an appraiser for the Lagos Public Improvement District (PID).

The City staff's recommendation was that the City Council approve the selection of Flato Realty Advisors, LLC as the appraiser for the Lagos PID; and authorize the City Manager to enter and execute any agreements necessary for appraisal services regarding the Lagos PID.

City Manager Bolt discussed the selection of Flato Realty Advisors, LLC for the Lagos PID. He stated that Jon Snyder with P3Works had recommended the appraiser and had previously worked with them on a different project with the City of Kyle.

Pete Dwyer with Dwyer Realty spoke before City Council in support of this item.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Mayor Pro Tem Amezcua the Council voted six (6) For and none (0) Against to approve the selection of Flato Realty Advisors, LLC as the appraiser for the Lagos PID; and authorize the City Manager to enter and execute any agreements necessary for appraisal services regarding the Lagos PID. The motion carried unanimously.

5. Consideration, discussion, and possible action on selecting a trustee for the Lagos Public Improvement District (PID).

The City staff's recommendation was that the City Council approve the selection of UMB as the trustee for the Lagos PID; and authorize the City Manager to enter and execute any agreements necessary for trustee services regarding the Lagos PID.

MOTION: Upon a motion made by Council Member Hill and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve the selection of UMB as the trustee for the Lagos PID; and authorize the City Manager to enter and execute any agreements necessary for trustee services regarding the Lagos PID. The motion carried unanimously.

6. Consideration, discussion, and possible action on a second amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.

The City staff's recommendation was that the City Council approve the Second Amendment to the Manor Commons Amended and Restated Project; and authorize the Mayor to execute the second amendment agreement.

City Manager Bolt discussed and explained the second amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.

The discussion was held regarding the new maintenance provision stated on the agreement.

MOTION: Upon a motion made by Council Member Dye and seconded by Council Member Hill the Council voted six (6) For and none (0) Against to approve the Second Amendment to the Manor Commons Amended and Restated Project; and authorize the Mayor to execute the second amendment agreement. The motion carried unanimously.

7. Consideration, discussion, possible action on accepting a 15' wastewater easement being 1.075 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

The City staff's recommendation was that the City Council approve and accept a 15' wastewater easement being 1.075 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Mayor Pro Tem Amezcua the Council voted six (6) For and none (0) Against to approve and accept a 15' wastewater easement being 1.075 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas. The motion carried unanimously.

8. Consideration, discussion, possible action on accepting a 15' wastewater easement being 0.176 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

The City staff's recommendation was that the City Council approve and accept a 15' wastewater easement being 0.176 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Mayor Pro Tem Amezcua the Council voted six (6) For and none (0) Against to approve and accept a 15' wastewater easement being 0.176 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas. The motion carried unanimously.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 7:21 p.m. on Wednesday, April 17, 2019.

These minutes approved by the Manor City Council on the 1st day of May 2019.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina, TRMC
City Secretary

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: May 1, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on funding up to \$3,300 from the Hotel Occupancy Tax fund for materials used to produce public art displayed on City owned property.

BACKGROUND/SUMMARY:

This is a request for allocation of Hotel Occupancy Tax funds for the cost of supplies for a public art project being located on public land near Lexington St and Parsons St. The amount of the request is up to \$3,300.

This project "MANOR PICKETS" is the result of the organization and commitment by the Manor Arts Council along with support from the City of Manor, Manor Chamber of Commerce and Manor ISD. Currently we have 230 pickets +/- installed on the city property located on public land near Lexington St and Parsons St. Most of the pickets painted thus far has been done by Manor ISD students. Receipts for the cost of materials totals \$3172.56 without the graffiti proof paint to be applied to the pickets after installation. The funds were expended by the City of Manor in support of the project and approval of the funding from HOT Funds is requested. HOT funds can be used to support the arts.

The city has installed fencing and will construct parking spaces and a walkway that is HDC accessible for viewing the "PICKETS"

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Receipts for materials purchased

Photographs of some of the completed pickets

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve funding of up to \$3,300 from the Hotel Occupancy Tax Fund for materials used to produce public art displayed on City owned property.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

Tom Bolt

From: Jerry's Artarama.com <info@jerrysartarama.com>
Sent: Thursday, April 18, 2019 3:31 PM
To: Tom Bolt
Subject: Invoice 5777832J

Your order confirmation from Jerry's Artarama. [Click here](#) to view your order status.



[My Account](#) [Order Status](#) [Customer Support](#)

Invoice 5777832J

Dear City Of Manor,

Thank you for your recent order at JerrysArtarama.com - Your #1 source for low prices, fast shipping and great service. We are grateful for your patronage and hope to see you soon!

Your order # **5777832J**. Details of your order are listed below.

This is an official invoice, please save this email for your records and future use

NOTE: we save your order history in your account so you can always log into your account and re order past orders.

Thank you for your patronage and we value your business!

Invoice 5777832J

Item #	Item Description	Your Price	Quantity	Subtotal
89236	Oodles of Brushes Set of 25 Art, Craft, Hobby and Home	\$6.60	3	\$19.80
V12468	Chroma Acrylic Mural Paint Set of 6 16 oz. Jars - Primary Colors	\$47.19	2	\$94.38
V12469	Chroma Acrylic Mural Paint Set of 6 16 oz. Jars - Bright Colors	\$45.49	2	\$90.98
Merchandise Total				\$205.16
Shipping				\$0.00
Subtotal				\$205.16
Tax				\$0.00

You Saved: \$93.23

Total Amount \$205.16

Order Information

Order #JF59Q2

03/29/2019

Billing Info

City Of Manor
Customer# 4406721
105 W Eggleston St
Manor, TX 78653

Shipping Info

City Of Manor
Customer# 4406721
105 W Eggleston St
Manor, TX 78653

Payment Type

MC (0819)
\$205.16

You Might Also Like:



Creative Inspirations 5/8in Deep Stretched Canvas 5-Pack 16x20"

Buy Now ►



SoHo Aluminum Folding Table Top Easel Table-Display - Black

Buy Now ►



Marie's Extra Fine Acrylic Set of 18 12 ml Tubes

Buy Now ►

Makes credit card



return

More saving.
More doing.SM

13309 I-35 NORTH AUSTIN, TX 78753
NOW HIRING! TXT HOMEDEPOT TO 52270

6553 00003 37667 04/02/19 01:55 PM
CASHIER SUSAN

0000-999-835 PALLET FEE <A,U> 15.00N
PALLET FEE
020066371661 PC2INEXT5G <A> 79.00N
PRIMECOAT 2 INT/EXT 5 GAL
0000-169-757 1X6X6 DE PKT <A,S>
5/8"X5-1/2"X6' PT PINE DOG EAR PKCT
24001.48 355.20N
Total INSTANT VOL SAVINGS -16.80
MAX REFUND VALUE \$338.40/240

SUBTOTAL 432.40
SALES TAX 0.00
TAX EXEMPT
TOTAL \$432.40
XXXXXXXXXXXX9506 HOME DEPOT
USD\$ 432.40
AUTH CODE 002629/1030807
AID A0000000049999D8400304 THD PLCC CR

<U> - NON-DISCOUNTABLE ITEM



6553 03 37667 04/02/2019 2237

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 04/01/2020

DID WE NAIL IT?

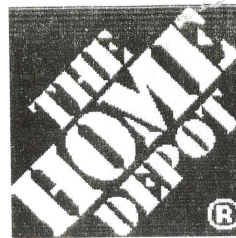
Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HTK 82176 75626
PASSWORD: 19202 75623

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



More saving.
More doing.SM

13309 I-35 NORTH AUSTIN, TX 78753
NOW HIRING! TXT HOMEDEPOT TO 52270

6553 00021 81568 04/02/19 02:15 PM
CASHIER SALLY
* ORIG REC: 6553 003 37667 04/02/19 TA *

0000-999-835 PALLET FEE <U> -15.00N

SUBTOTAL -15.00
SALES TAX 0.00
TOTAL -\$15.00
XXXXXXXXXXXX9506 HOME DEPOT -15.00
INVOICE 1212334 TA

REFUND-CUSTOMER COPY

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: XKJ 169978 163446
PASSWORD: 19202 163425

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

\$ 417.40

ACE Hardware

Post Oak Hardware
1115 Dildy Dr
Elgin, TX 78621 (512) 281-2200
www.acehardware.com

Transaction#: B110737
Associate: Employee
Date: 04/24/2019 Time: 09:49:01 AM

Due Date: 05/15/2019

*** SALE ***

PO: Frank

Bill To:
Customer # 1013
Anthony Valchar
City of Manor
P.O. Box 387
Manor, TX 78653

5LB 1-1/4Cera EXT Screw
196474
1.00 EACH @ \$35.99 N \$35.99
5LB 1.75x8BRZ EXT Screw
195995
1.00 EACH @ \$35.99 N \$35.99

Subtotal: \$71.98
TAX EXEMPT
TOTAL: \$71.98

INVOICE: \$71.98
CHANGE: \$0.00

A Minimum Finance Charge of
\$1.00 or 1.5% per month
applies to all past due balances

(X) _____
Frank

No returns after 10 days of sale.
Other restrictions apply. Ask us.
"Give us a call, We have it all"



*Screws
for
ART
Pickets*

Viking Fence Co., Ltd.

9602 Gray Blvd., Austin, Texas 78758

Main #: (512) 837-6411, 1-800-252-8117

Fax (512) 837-9468

A/R Dept.: (512) 628-2446

A/R Email: ar@vikingfence.com

www.vikingfence.com



Invoice # 1592-89-20

Invoice Date: 04/24/19

Job / Contract #: 89-1592-20

Sold to:

Cuty of Manor- Anthony Valchar

105 E. Eggleston

Manor, Tx 78653

Ph. 512-844-5281

Job Site Address:

Terms: Due upon completion		Estimator: Dan Cullison 512-826-7543	
Quantity	Description	Unit Price	Amount
	Option 2: Furnish and install 150' of steel posts and 2x4 rails. Pickets to be supplied by customer Po # 65365		\$2,550.00
Subtotal			\$2,550.00
Sales Tax @ 8.25% (if applicable)			
Net Due:			\$2,550.00
Less amounts paid to date			
Total Due			\$ 2,550.00

Attention Residential Customers: Per the signed agreement and authorization, we will be running final balances on the credit card provided. If you have any questions, please contact our A/R department with the information provided at the top of this invoice. Make all checks payable to "Viking Fence Co."

TEAR OFF AT DOTTED LINE AND RETURN LOWER PORTION BELOW WITH YOUR PAYMENT

Invoice # 1592-89-20

Invoice Date: 43579

Job / Contract #: 89-1592-20

Viking Fence Co. Ltd

9602 Gray Blvd

Austin, TX 78758

Please write in Amount of payment enclosed

THANK YOU FOR THINKING VIKING FENCE!!!











AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution approving the acquisition of real estate located at 850 E. Anderson Lane, Austin, Travis County, Texas by the Travis Central Appraisal District.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Resolution No. 2019-04

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2019-04 approving the acquisition of real estate located at 850 E. Anderson Lane, Austin, Travis County, Texas by the Travis Central Appraisal District.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

RESOLUTION NO. 2019-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MANOR, TEXAS, APPROVING THE AQUISITION OF
REAL ESTATE LOCATED AT 850 E. ANDERSON LANE,
AUSTIN, TRAVIS COUNTY, TEXAS BY THE TRAVIS
CENTRAL APPRAISAL DISTRICT.**

WHEREAS, the Travis Central Appraisal District (the “District”) has demonstrated a need for additional office workspace to meet the growing demand for appraisal services;

WHEREAS, the Board of Directors of the Travis Central Appraisal District proposed and authorized purchase of real estate located at 850 E. Anderson Lane, Austin, Travis County, Texas for future expansion of the District’s facilities;

WHREAS, the Texas Property Tax Code Section 6.051 requires acquisition or conveyance of real property by the appraisal district be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members;

WHEREAS, sufficient funds exist in the dedicated and budgeted reserves of the District to purchase and renovate the real estate and the District will not request from the taxing units any additional funds for this real estate purchase;

WHEREAS, any proceeds from the sale or lease of the existing office of the Travis Central Appraisal District be allocated to the District’s dedicated reserve funds for future payments towards the proposed building purchase;

WHEREAS, purchase of the proposed real estate offers the most effective solution to provide the District with the additional office space needed to house additional staff and service the taxing entities and the taxpayers of Travis County; and

WHEREAS, The City Council of the City of Manor, Texas (the “City Council”) has determined it is in the best interest of the City of Manor (the “City”) that the District should purchase the proposed real estate to better serve the citizens of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF MANOR, THAT:**

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. The City Council approves the Travis Central Appraisal District purchase of the real estate located at 850 E. Anderson Lane, Austin, Travis Count, Texas in the amount of \$10,000,000 for use of expanding the existing office facilities.

SECTION 3. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 1st day of May 2019, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary
City of Manor, Texas

**AGENDA ITEM SUMMARY FORM****PROPOSED MEETING DATE:** May 1, 2019**PREPARED BY:** Ryan Phipps, Chief of Police**DEPARTMENT:** Police

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on funding up to \$23,411.50 from the Hotel Occupancy Tax fund for ManorPalooza musical artists, advertising materials, photographer, and stage/musical production used to encourage and promote the art and tourism on City owned park property.

BACKGROUND/SUMMARY:

This is a request for allocation of Hotel Occupancy Tax funds for the cost of live musical entertainment, their production crews, advertisements and photography for a public event located on public parkland near Old Hwy 20 and Skimmer Run. The amount of the request is up to \$23,411.50.

This ManorPalooza project is the result of the organization of City Staff and formation of the Friends of Manor Parks 501c3 Non-profit organization to celebrate Manor Parks and welcome the new park into our city park system. The ManorPalooza steering committee along with support from the City of Manor and the Friends of Manor Parks were able to bring a festival to Manor that promotes and encourages musical and instrumental artistic talent and advertisements to promote tourism within the City of Manor. The funds were expended by the Friends of Manor Parks in support of the project and approval of the funding from HOT Funds is requested. HOT funds can be used to support the arts and tourism.

The local Red Roof Inn (Formally America's Best Value Inn) located at 11301 US Hwy 290, Manor TX 78653 has provided a discounted rate for the ManorPalooza Event and at the time of this meeting are aware of several room rentals for the ManorPalooza weekend.

PRESENTATION: ☐ YES ☒ NO**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Receipts contacts or quotes for requested funds

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve funding of up to \$23,411.50 from the Hotel Occupancy Tax fund for materials used to promote tourism and art through the ManorPalooza Festival on City owned park property.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

Friends of Manor Parks
105 E Eggleston
Manor, TX 78653

1008

88-2554/1149

4/24/2019
Date

Pay to the
Order of

Pyrotecnico

\$ 5,000.00

Five Thousand 00/100

Dollars

Security
Features
Details on
Back.



Frontier Bank
of Texas

1213 Hwy 290
Elgin, TX 78621
512-281-1500

For

2019 Manor Palooza

R. S. Pri

MP

⑆ 114925547⑆

2026268⑈

1008

Harland Clarke

BLUE SHEPHERD™

Fireworks

Deposit 4/24



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and City of Manor ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show (to be provided by Sponsor):	June 1, 2019
Rain Date(s) of Show (if negotiated - to be provided by Sponsor):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$10,000.00 (includes \$50.00 State of Texas permit application fee)
Pre-Show Advance:	\$5,000.00
Pre-Show Advance Due Date:	May 1, 2019
Payment Terms:	Net 10
Postponement Fee:	\$2,500.00
Cancellation Fee:	\$7,500.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- D) unless otherwise specified by Pyrotecnico the Sponsor is solely responsible for securing adequate protection (via private or public security, police and fire protection, as may be appropriate) to prevent all motor vehicles and individuals, other than those authorized by Pyrotecnico, from entering the security area (display site, fallout area and safe zone) designated by Pyrotecnico.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. If Sponsor is not the owner of the property being used by Pyrotecnico as the show site (shooting location), Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

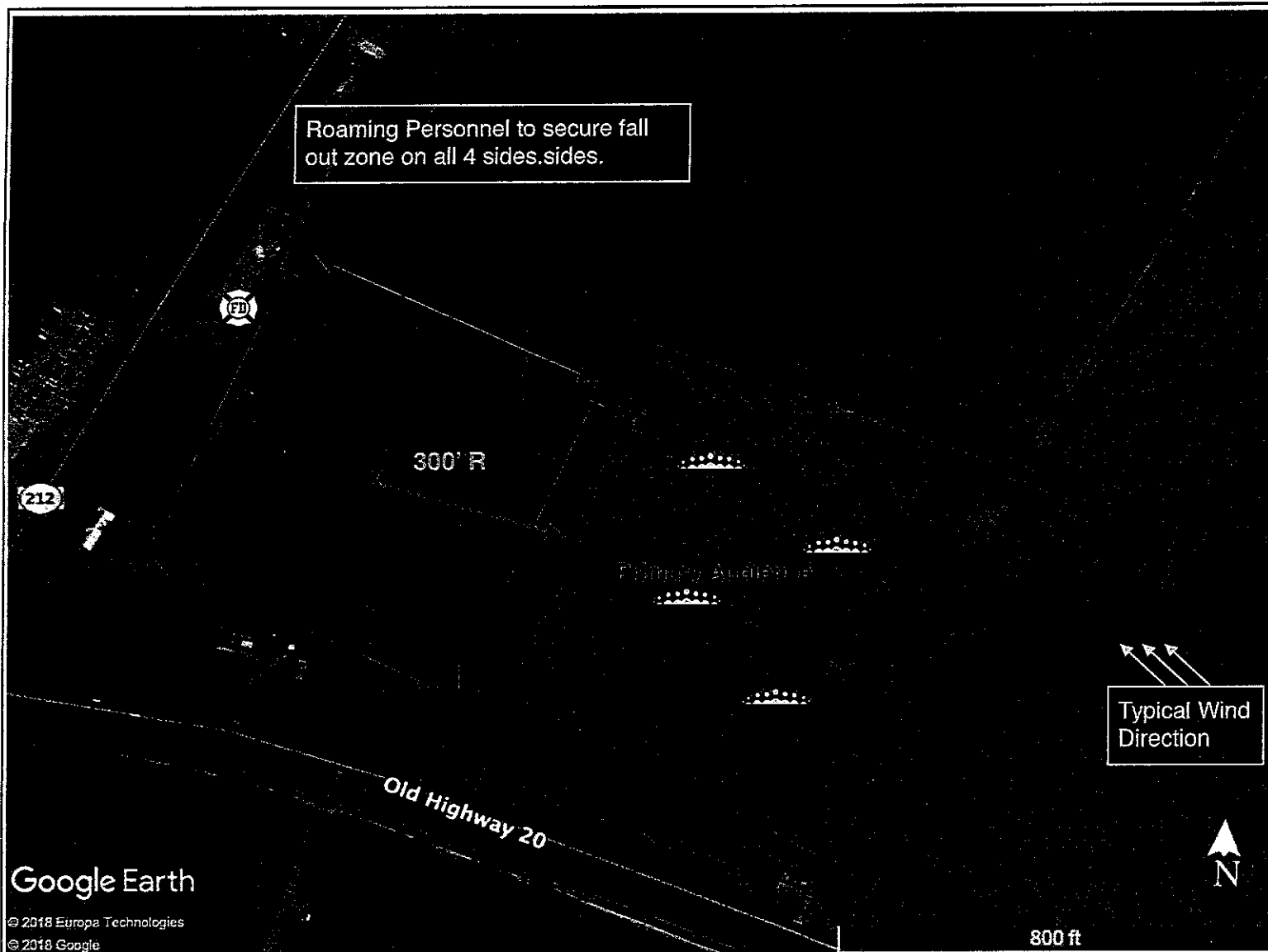
ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

SPONSOR:

By (sign): R. S. Phipps
Name: Ryan Phipps
Title: Chief of Police / VP
Date: 4/24/2019
Address: 402 W. Parsons St.
Manor, TX 78053
Phone: 512 272-8177
Email: rphipp@yahoo.com



City of Manor
New Park Dedication
 Pyrotechnic Site Plan
Show Date: 6/1/19

FM973 & Old Hwy 20
 Manor, TX 78653

30°20'39.91" N
 97°32'23.83" W

Display time: ~ 9:15 pm
 14 - 15 Minute Display

Max. 1.3g Firework
 Diameter: 3", Red Circle
 depicts 300' Radius (600'
 Diameter) which exceeds
 NFPA 1123 for 3" Shells.

NOTES:
 Site plan is drawn to an
 approximate scale using
 NFPA 1123, NFPA 1126 or
 NFPA 160 as applicable.

No health care, detention or
 correction facilities within
 distance required by NFPA
 1123. There are no licensed
 day care, churches or open
 schools within 600' of firing
 site. No Hazmat is within
 twice the NFPA distance of
 the firing site.

DRAWN BY: M. Simmons
 Revised Date: 3/19/2019

- Fire
 - Police
 - Medical
 - Audience
 - Closed
 - Wind Direction - TBD
 - Radius
 - Firing Site
 - Distance to Audience 350' +
 - Secured/Blocked During Display
 - Safety Fallout Zone

3" Maximum Device Per Pyrotecnico 100' Per Inch Policy

300' Safety Fall Out Radius

PYROTECNICO™
 VITALE FAMILY FIREWORKS • 1889
 299 Wilson Rd.
 New Castle, PA 16103
 800-854-4705

People's Choice

CONTRACT

THIS CONTRACT for the personal services of musicians on the performance described below, made this the 25th day of February, 2019 by and between the undersigned Purchaser of Music (hereinafter referred to as "Purchaser"), and a certain number of musicians totaling 5 (hereinafter referred to as "People's Choice").

The musicians are engaged severally on the terms and conditions of this agreement. Each musician may enforce this agreement on behalf of the musicians of "People's Choice".

NAME AND ADDRESS OF VENUE: Manor, TX
DATE OF PERFORMANCE: Saturday June 1, 2019
TIME OF PERFORMANCE (Beginning and End): 5:00pm - 9:00pm
TYPE OF ENGAGEMENT (Wedding, Dance, Banquet, etc.): Manor Palooza
TOTAL PRICE AND TERMS (IF ANY): \$3,500.00 - 1,000.00 Deposit with the balance due on, or before, the date of performance.

TERMS AND CONDITIONS

Stage Requirements: People's Choice requires the following as basic necessities for execution of the terms of this contract; a stage area with riser (24x12 feet preferred but not required); eight (8) feet of floor space on each side of the stage for P.A. system and light stands; electrical power totaling one hundred twenty (120) amps; an eight (8) foot space offstage and opposite of the dance floor from the stage (if applicable) for P.A. and lighting controls; a minimum setup time of two (2) hours, with access to the stage and power source(s) to be used during the show during that time. Unless otherwise specified, the two hour set up shall commence immediately prior to the beginning of the time of performance, as specified above. The stage area needs to be above 62F and dry. If outdoors, Purchaser to provide suitable performance area protected from inclement weather. Failure to provide all the above will result in a breach of this contract by Purchaser and the liquidated damages portion of this contract shall apply.

Payment Policy: Full payment of the total price is due as per the terms described above, but in no event later than the date of the performance. Purchaser and People's Choice hereby agree and stipulate that damages incurred by People's Choice due to the cancellation and/or other breach of contract by Purchaser are difficult to ascertain and therefore enter into this agreement for liquidated damages under the following guidelines: Cancellation or other breach **before 120 days** prior to the date of performance results in a loss of 10% of the total price for the performance. Cancellation or other breach **before 90 days** prior to the date of performance results in a loss of 25% of the total price for the performance. Cancellation or other breach **before 60 days** prior to the date of performance results in a loss of 50% of the total price for the performance. Cancellation or other breach **within 60 days** prior to the date of performance results in a loss of 100% of the total price for the performance. People's Choice may recover the reasonable costs, attorney's fees and other expenses involved in recovering any monies due pursuant to this contract, whether through collection, litigation, or other means.


Purchaser's Signature

Robyn Jackson
Purchaser's Name

Manor Police Dept,
402 W. Parsons St / PO Box 317
Address, City, State, Zip

Manor, Texas 78653

512-272-8177 x 8008
Phone & Email Address

rjackson@cityofmanor.org

*Make your check, money order or cashier's check payable to: **Vince Batla**

Memo: "People's Choice" / Date

Vince Batla



Vince Batla, as a representative of
People's Choice
ID# 74-2152034
P.O. Box 296
Granger, TX 76530
PH: (512)-595-2284
Email: vbatla@texchoice.net

It's not unusual to have multiple inquires for a specific date.
Should this occur, the date will be awarded to the first party returning a signed contract.

Friends of Manor Parks
105 E Eggleston
Manor, TX 78653

1007

88-2554/1149

4/24/2019

Date

Pay to the
Order of

Lance Stacy Pro Sound LLC

\$ 2000.00

Two Thousand ⁰⁰/₁₀₀

Dollars



Security
Features
Details on
Back.



Frontier Bank
of Texas

1213 Hwy 290
Elgin, TX 78621
512-281-1500

For 2019 Manor Palooza Stage

R. S. R.

⑆ 1 1 4 9 2 5 5 4 7 ⑆

2026268⑈

1007

MP

Harland Clarke

BLUE SHEPHERD™

stage

Deposit 4/24

Lance Stacy Pro Sound LLC.

1803 Garden Villa Dr.
Georgetown, TX 78628

lancestacyprosound@gmail.com

512-293-9628

www.lancestacyprosound.com

Full Production Services Contract

Date: April 15, 2019
Buyer: City of Manor
Event: Manor Palooza Festival
Event Date(s): May 31, 2019 & June 1, 2019
Location: Manor, TX
Agent: Ryan Phipps
Phone: 512-745-1478
Event Time(s): TBA
Email: rhipps@cityofmanor.org

Sound/Lights/Stage for Manor Palooza May 31 & June 1, 2019
\$4000.00.

A. Lance Stacy shall provide show production services as Follows:

1. Main Audio System - Stereo 3-way system comprised of one (1) speaker stack on each side of the stage with all required amplifiers and peripherals. Each speaker stack shall consist of two (2) 2 - 18" sub cabinets, four (4) 1 - 8" with horn line array cabinets. Speaker components are DTH Subs with LSPS 181H Line Array Tops and all amplification is QSC PLX Series. FOH shall include a Soundcraft Ui24R 20 channel sound board with all effects and equalizers built in board. Or, 32 channel snake with returns, FOH Mixer Console a Digital 32 channel Soundcraft Si Expression 3 with all EQ's, reverbs, delays, compressors and gates in console.. System shall be capable of sustained output of 110 db/spl at mix position (80 ft. from and perpendicular to stage center) with a response of 40 Hz to 18 kHz (+/-2 db/spl).
2. Stage audio System - From FOH Soundcraft Ui24R or a Separate Mixing Console is a Digital 32 channel Soundcraft Si Expression 3 with all EQ's, reverbs, delays, compressors and gates in console., six (6) mixes, 12" & 15" horn wedge monitors, six (6) DBX 31-band EQ's, amplifiers three (3) QSC PLX 3002 and peripherals, stands, and required cables for amplified mixes.
3. Full professional Mic/DI Pack - Stage Grade - Shure, Sennheiser,

- AKG, DOD, Whirlwind.
4. Stage Lighting – Front (Down Stage) lighting eight (8) Puck Style Par 56 fixtures and Back (Up Stage) lighting eight (8) Puck Style Par 56 fixtures.
 5. 24X24 Stacy Stage.
 6. Roof, drum riser and ramp provided.
 7. Crowd control – Not Provided.
 8. Personnel - One (1) Engineer, Two (2) Crew
 9. Back Line Equipment - not provided.

B. BUYER shall provide (at BUYER'S expense) the following for the duration of the event:

1. The surface of the area will be SOILD AND FIRM for the equipment. The Buyer will provide or make the area SOILD AND FIRM if not up to standards at their cost.
2. CLEAR and LEVEL un-restricted access to the setup area at specified arrival time, for event duration and load-out.
3. All other required event personnel - including band equipment loaders and security personnel.
4. **Any required permits and all venue related insurance.**
5. ELECTRICAL SUPPLY SERVICE - 120/240 VAC at 100 amps on disconnect with #2 AWG lug terminations. LANCE STACY shall not be liable for any expense, fees, fuel charge, rentals, etc. for the use of said supply. If power source is via generator, said generator shall be rated at no less than 56KWA with terminations as described above. LANCE STACY shall not be liable for the performance or failure of generator. Power source shall be located NO FURTHER THAN 50 FEET from back of stage. **If required by local Fire Code, City Ordinances, or any other Governing Authority, the BUYER shall provide a licensed electrician to accomplish termination of the SERVICE.**
6. HOTEL – Not Provided.
7. MEALS & REFRESHMENTS –Lunch and Dinner for Three (3) (Sandwiches, Burgers or BBQ please if able). BUYER provides iced bottle water, Gatorade or sodas, and ice for ice chest (One (1) ice chest at FOH and one (1) at stage audio mixer)
8. MEAL BUY OUT OPTION - \$20.00 a person for each meal a day.
9. LOADERS - Two (2) sober able bodied persons at Load In and out.

C. ADDITIONAL CONDITIONS

1. All performers and all other personnel associated with the event, not under the employee of LANCE STACY, **are considered to be**

employees of the BUYER.

2. LANCE STACY shall not be held liable for set-up and/or performance delays as a result of the actions of the BUYER'S employees and/or site access and readiness issues - including weather issues.
3. LANCE STACY shall hold the BUYER liable for damages to LANCE STACY'S equipment caused by the BUYER'S employees and reserves the right to protect equipment systems by removing BUYER'S employees from control of the systems and/or halting performance due to the actions the BUYER'S employees.
4. **LANCE STACY shall not be liable for any consequential damages for any reason.**
5. LANCE STACY shall not be liable for failure of the ELECTRICAL SUPPLY SERVICE and the associated resulting failure of our equipment, interruption or termination of show. LANCE STACY shall have sole access to and termination of such equipment.
6. In the event of weather related issues, LANCE STACY will make every effort to continue the show. However, if in our opinion there is eminent peril to equipment and persons, we will take all necessary actions to protect life and property, including halting the performance and shutting down all electrical power - and shall do so **WITHOUT PENALTY.**
7. Venue shall have smooth and level surfaces at front of stage wings (sides) for the secure placement of sound and lighting equipment. Non-smooth and uneven surfaces pose a safety risk and BUYER shall undertake all necessary measures to correct the conditions at BUYER'S expense.

D. TERMS OF PAYMENT

1. In consideration of equipment provided and services rendered, the sum of FOUR THOUSAND DOLLARS and NO/100 DOLLARS (\$4000.00) shall be paid by the BUYER. Please refer to below for a payment breakdown. The Buyer may also make full payment in advance prior to show/event.
2. A DEPOSIT of TWO THOUSAND DOLLARS and NO/100 DOLLARS (\$2000.00) shall be paid by the BUYER and received in our Office NO LATER THAN May 24, 2019 via certified funds, bank transfer and/or credit card with a 10% fee (no personal checks). Failure to meet this requirement shall render this contract null and void unless an agreement made prior to May 24, 2019 in writing or email.
3. **Payment of contract BALANCE of TWO THOUSAND DOLLARS (\$2000.00) IS DUE AND PAYABLE PRIOR TO**

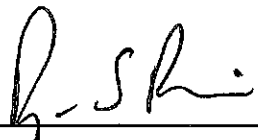
FIRST SHOW (12pm May 31, 2019) via cash or certified funds.

Failure to meet this requirement shall render this contract null and void, performance work will stop and all equipment will be loaded out and removed from venue.

4. MEAL BUY-OUT OPTION - NOT PROVIDED.

I/WE, the undersigned BUYER (or duly authorized Agent), understand and accept all the terms of this contract. I/WE understand and agree that LANCE STACY will, in good faith, provide all specified equipment, required peripherals and back-up equipment in good working order and that LANCE STACY shall not be held liable for any damages or losses to persons or property from the use or non-use of this equipment or any loss of revenue due to its failure. I/WE also understand and agree that LANCE STACY shall not be held liable for any acts of God, any force of nature and/or any circumstances beyond LANCE STACY control which adversely affect the performance(s). With respect to outdoor events and inclement weather, BUYER understands and agrees that decisions regarding the use of said equipment in such situations shall be at LANCE STACY sole discretion. LANCE STACY shall not be held liable for any union dues and/or any insurance requirements of the event/site and all such requirements shall be provided by BUYER.

This contract solely binds the BUYER and LANCE STACY to the terms and specifications contained herein. No other associations may be inferred or implied. Amendments to contract must be made in writing and will be placed in force and approved only by the signatures of both parties.

 4/24/2019

2019 Manor Palooza Festival

BUYER/AGENT AUTHORIZED SIGNATURE/DATE

LANCE STACY AUTHORIZED SIGNATURE/DATE
Lance Stacy/Owner

LANCE STACY PRO SOUND

Contract



Get The Picture Event Agreement (A Division of Katie Amber Photography)

Event Name: Manorpalooza

Event Date: Saturday, June 1, 2019

Event Times: 5:00 pm - 9:30 pm

Event Location:

Event Contact: Ryan Phipps :

EVENT DETAILS

- The Photographer will photograph the event from 5:00-9:30 pm on June 1st, 2019.
- The Photographer will provide The Client with high resolution images, including reproduction rights, within 7 business days of the event via digital download.
- The Photographer will discount the photography services from \$1125 to \$675 as a donation to the Manor Police Department.
- The Client will pay the invoice in full by June 1st, 2019.

Please initial your agreement, and that the above event details are correct : Initials here: Rj

AGREEMENT DETAILS

CANCELLATION:

- If the Photographer cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or other equipment malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

- In the event that the Client must reschedule their event, the Photographer will make every effort to modify their schedule to accommodate the Client. However, if the Photographer is unable to provide their services on the new date the Photographer will retain all deposits paid.

COPYRIGHT & USAGE:

- It is ILLEGAL to copy or reproduce these photographs elsewhere without the Photographers' permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
- The Photographer reserves the right to use negatives, digital files and/or reproductions for advertising, display, publication or other purposes. Negatives, digital files and their reproductions remain the exclusive property of The Photographer (unless otherwise specified above).

PRIMARY CLIENT CONTACT:

The Client will provide one contact person as the project director responsible for making project decisions and approving proofs. We recommend this person be: Ryan Phipps. If you would like someone else in this position, please enter the name and initial this addition: Robyn Jackson Initials here: rp

RYAN PHIPPS

Robyn Jackson

✓ Signed Apr 24th, 2019

KATIE AMBER

Katie Amber

✓ Signed Mar 21st, 2019

Friends of Manor Parks
105 E Eggleston
Manor, TX 78653

1009

88-2554/1149

4/24/2019

Date

Pay to the
Order of

Moon Tower Entertainment LLC | \$ 1506.00

One Thousand Five Hundred ⁰⁰/₁₀₀ Dollars

Security
Features
Details on
Back



Frontier Bank
of Texas

1213 Hwy 290
Elgin, TX 78621
512-281-1500

For Manor Palcoza / PDA Band

R. S. Rini

MP

⑆ 1 1 4 9 2 5 5 4 7 ⑆

2026268⑈

1009

Harland Clarke

BLUE SHEPHERDTM

Friday (5/31)
Band PDA

Deposit 4/24



Client Name: Ryan Phipps
Event Date: May 31, 2019
Event Name: Manorpalooza

This AGREEMENT for services of music and/or entertainment described below is made on this day Apr 4, 2019 12:28:27 PM between the undersigned Purchaser of music and/or entertainment, herein called PURCHASER, and the undersigned Agency, plus any accompanying musicians and/or entertainers, as described below, and independent contractor(s), herein called AGENCY. It is hereby mutually agreed between the parties hereto as follows: The PURCHASER hereby engages the AGENCY and the AGENCY hereby agrees to provide performance for the engagement hereinafter provided with all of the terms and conditions herein set forth including those entitled "Additional Terms and Conditions."

1. NAME OF ARTIST: PDA (8pc)

2. NUMBER OF ARTIST(S): 8 + crew ²

3. LOCATION OF PERFORMANCE: Manor Commons Park (name may change once it is dedicated to the city)

2414 Old Hwy 20

This is the closest address as we do not have a 911 address yet
Manor TX 78653

email:

4. DATE OF PERFORMANCE: May 31, 2019

5. HOURS OF PERFORMANCE: 3hrs / 5pm-8pm

6. EARLIEST LOAD-IN TIME: 12pm

7. ARTIST SET-UP COMPLETE BY: TBD

8. SOUND PROVIDED BY: Purchaser/Artist

9. STAGE LIGHTS PROVIDED BY: Purchaser/Artist

10. TYPE OF ENGAGEMENT: Public Event

11. ARTIST ATTIRE: Standard club attire

12. TERMS: balance IS TO BE PAID IN cash or check prior to the performance

13. This signed document constitutes a complete and binding agreement between the PURCHASER and ARTIST.

14. IN CASE OF DEFAULT BY PURCHASER: Liquidated damages of the ARTIST will be the amount of wages agreed upon, plus reasonable attorney's fees and court costs. Retainer is non-refundable and will be retained.

Amos

Sound system
Bring all wiring
plug in cables
Sound engineer

Lyric Stage

15. THE AGREEMENT of the ARTIST to provide performance is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond their control. In the event ARTIST is unable to provide contacted artist/band, Moontower Entertainment will make every possible effort to locate a replacement deemed suitable by PURCHASER. If unsuccessful, retainer will be refunded and PURCHASER will not be liable to the ARTIST for any amount including but not limited to the wage agreed upon.

16. For outdoor engagements, PURCHASER will provide alternative indoor performance location in case of rain or inclement weather. ARTIST is to be paid in full "rain or shine or inclement weather."

17. Overtime rate is \$750/half hour. Rate must be paid immediately after performance.

Additional Terms & Conditions:

Name	Description	Qty / Unit Price	Total
	<ul style="list-style-type: none">• 3 x 45mins sets across a 3hr time block• 8pc band	1 x \$3,000.00	
PDA 3-hour Package	<ul style="list-style-type: none">• Transportation & Travel• Professional Sound and Stage Lighting• Emcee Services• Break Music		\$3,000.00

Invoice Total: \$3,000.00

Payment Schedule:

Due Date	Amount Due
Apr 18, 2019	\$1,500.00
May 31, 2019	\$1,500.00

Send check to: 4000 PALOMAR LANE AUSTIN, TX 78727 payable to: MOONTOWER ENTERTAINMENT LLC**

*** Credit card option available for a 3% convenience fee.*

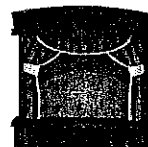
Band Rider

INTRODUCTION

Moontower Entertainment and its affiliates are committed to bringing you the best possible show! The requirements that follow ensure that everything runs smoothly and efficiently while keeping safety a top priority. Failure to provide some of these requirements may result in the band's inability to perform without refund. Please contact us with any questions or concerns at info@moontowerentertainment.com or call us at 512-546-3109.

THE STAGE

The band does not require a stage to perform, but if a stage is provided, the ideal dimensions are **16' (feet) deep by 24' (feet) wide for 8-10 band members**. We realize that there are certain venues where space is limited. In these instances, the *minimum* stage size for 8-10 members is 12' (feet) deep by 16' (feet) wide. For a band size of 5-6 members, a stage size of 10x12 is adequate. The stage should be free of gaps, holes and uneven surfaces. If the stage is higher than 1' (foot), the band will require stable stairs attached to the stage.



If the performance is held outdoors, the stage **must** be covered. The sun during the afternoon load-in hours can overheat equipment and rain during the performance will damage equipment and heighten the risk of electrocution. Stage cover should adequately protect the stage from the outside elements. In the rare event that a cover cannot be provided, a temporary tent will suffice until the sun goes down and a rain plan must be ready to implement.

LOADING IN AND OUT

The production crew needs **2-3 hours to load-in and set up**. Load-in is typically between 30-60min at which point they can remove their vehicle (truck/trailer) and park elsewhere. Setting up the stage can take anywhere between 1-2.5hrs depending on the amount of lighting and sound gear required.



After the event, the crew needs **1-2 hours to tear down and load-out**. If you need the production crew to load in or out in less time, additional fees may be required for extra hands.

IMPORTANT! Make sure to coordinate load-in and load-out times for all your vendors. The production crew needs to be able move in and out quickly without hinderance. The stage should be setup before they arrive and any stage decor should be completed. Delays could jeopardize the setup time and/or performance time.



PARKING

Provisions for **free or validated parking** for the band vehicles (not to exceed 10). For events further than 2hrs away from our home base in Austin, TX, the band will most likely arrive in a 15 passenger van.

ELECTRICAL NEEDS

For sound, lights and musical gear, the band requires **three (3) separate 20-amp circuits** for audiences up to 500 people.



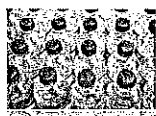
GREENROOM



ARTIST requests a private, climate-controlled room when they arrive. This room is for band members to eat, change clothes, and rest during breaks. Please make sure to **include a table and adequate number of chairs along with at least one (1) electrical outlet and a mirror**. If the room is being used by guests or vendors prior the band arrival, please make sure it has been adequately cleaned.

CATERING

Hot nutritious meals to be provided 1hr prior to start time. Meal should consist of meat, fish or chicken, starch and vegetable. Please provide utensils, plates, cups and napkins. Alternatively, the purchaser may provide a twenty dollar (\$20) per person buyout. This can be arranged beforehand and added to the final balance.



One 24-pack of bottled water (room temperature) to be provided before band arrival.

Lastly, if you want to provide any coffee or snacks in the greenroom, the band would love it. Never required but always appreciated!

purchaser.

I agree to the terms and conditions of the tech rider.

First Name

Last Name

Select Date

Signature

Signed electronically

4/24/15

artist.

I agree to the terms and conditions of the tech rider.

First Name

Last Name

Signature