



Dr. Christopher Harvey, Mayor
Emily Hill, Mayor Pro Tem, Place 1
Anne Weir, Place 2
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

City Council Regular Meeting

Wednesday, July 17, 2024 at 7:00 PM

Manor City Hall, Council Chambers, 105 E. Eggleston St.

AGENDA

This meeting will be live-streamed on Manor's YouTube Channel
You can access the meeting at <https://www.youtube.com/@cityofmanorsocial/streams>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Non-Agenda Item Public Comments (white card): 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.

Agenda Item Public Comments (yellow card): Comments will be taken from the audience on non-agenda and agenda items combined for a length of time, not to exceed five (5) minutes total per person on all items, except for Public Hearings. Comments on Public Hearing items must be made when the item comes before the Council and, not to exceed two (2) minutes per person. No Action or Discussion May be Taken by the City Council during Public Comments on Non-Agenda Items.

To address the City Council, please complete the white or yellow card and present it to the City Secretary, or designee prior to the meeting.

REPORTS

Reports about items of community interest on which no action will be taken.

A. Update on the Master Plan Grant for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.

Presented by: Gandolf Burrus, President, Grant Development Services

PUBLIC HEARINGS

- 1. Conduct a public hearing on an Ordinance rezoning the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).**
Applicant: SEC Planning
Owner: Blackburn Group LLC
Submitted by: Scott Dunlop, Development Services Director

- 2. Conduct a public hearing on an Ordinance rezoning one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).**
Applicant: MWSW LLP
Owner: DD&B Construction Inc.
Submitted by: Scott Dunlop, Development Services Director

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.

- 3. Consideration, discussion, and possible action to approve the City Council Minutes of July 3, 2024, Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary

- 4. Consideration, discussion, and possible action on accepting the June 2024 City Council Monthly Reports.**
Submitted by: Scott Moore, City Manager

- 5. Consideration, discussion, and possible action on accepting the June 2024 Departmental Reports.**
Submitted by: Scott Moore, City Manager
 - Finance – Belen Peña, Finance Director
 - Police – Ryan Phipps, Chief of Police
 - Travis County ESD No. 12 – Ryan Smith, Fire Chief
 - Economic Development – Scott Jones, Economic Development Director
 - Development Services – Scott Dunlop, Development Services Director
 - Community Development – Yalondra V. Santana, Heritage & Tourism Manager
 - Municipal Court – Sofi Duran, Court Administrator
 - Public Works – Matt Woodard, Director of Public Works
 - Human Resources – Tracey Vasquez, HR Manager
 - IT – Phil Green, IT Director
 - Administration – Lluvia T. Almaraz, City Secretary

- 6. Consideration, discussion, and possible action on a Wastewater Utility Easement for the Okra Development.**
Submitted by: Scott Dunlop, Development Services Director
- 7. Consideration, discussion, and possible action for the purposes of acquiring a Water Utility Easement for the Waterline FM 973 Project.**
Submitted by: Scott Moore, City Manager
- 8. Consideration, discussion, and possible action on a Possession and Use Agreement for Utility Easement Purposes for the Waterline FM 973 Project.**
Submitted by: Scott Moore, City Manager

REGULAR AGENDA

- 9. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).**
Applicant: SEC Planning
Owner: Blackburn Group LLC
Submitted by: Scott Dunlop, Development Services Director
- 10. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).**
Applicant: MWSW LLP
Owner: DD&B Construction Inc.
Submitted by: Scott Dunlop, Development Services Director
- 11. Consideration, discussion, and possible action on an Amended and Restated Interlocal Agreement for the Austin Regional Intelligence Center (ARIC).**
Submitted by: Ryan Phipps, Chief of Police
- 12. Consideration, discussion, and possible action on allocating funds for the Veterans' Wall Dedication Plaque.**
Requested by: Park Committee
Submitted by: Matthew Woodard, Public Works Director
- 13. Consideration, discussion, and possible action on allocating resources and funds to the Back-to-School Haircut Drive by The Lab Barbershop.**
Submitted by: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
- 14. Consideration, discussion, and possible action on a Municipal Solid Waste Collection, Transportation, and Disposal Contract (Residential, Commercial, Industrial, and Recycling).**
Submitted by: Scott Jones, Economic Development Director

- 15. Consideration, discussion, and possible action on Tax Increment Reinvestment Zone Feasibility & Consulting Services agreement with TXP, Inc.: Manor Industrial TIRZ #2.**
Submitted by: Scott Jones, Economic Development Director
- 16. Consideration, discussion, and possible action on the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement.**
Submitted by: Scott Dunlop, Development Services Director
- 17. Consideration, discussion, and possible action on a Water Service Transfer Agreement with Manville Water Supply Corporation for the Proposed Water Service Transfer for the Manor Heights Project.**
Submitted by: Scott Dunlop, Development Services Director
- 18. Consideration, discussion, and possible action on a Financial Advisory Contract.**
Submitted by: Scott Moore, City Manager
- 19. Consideration, discussion, and possible action on a resolution authorizing the purchase and closing of 4.2194 acres, more or less, of real property located in Travis County, Texas, and approval of the Real Estate Contract.**
Submitted by: Scott Moore, City Manager
- 20. Consideration, discussion, and possible action on a first renewal of the Interlocal Agreement for Public Health Services between the City of Austin and the City of Manor.**
Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

The City Council will now Convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

- *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;*
- *Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD;*
- *Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel;*
- *Section 551.071 and 551.087 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Wonik Project;*
- *Section 551.071 and 551.087 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Lennar Project;*

- Section 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding pending litigation, specifically Civil Citation No. J1-CV-24-003083, Austin Bocce League, Robert Battaile, Pres. vs. City of Manor pending in Justice Court, Precinct One; and

- Section 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding pending litigation, specifically Civil Citation No. J1-CV-24-003363, Robert Battaile vs. City of Manor pending in Justice Court, Precinct One

OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

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).

CONFLICT OF INTEREST

In accordance with Section 12.04 (Conflict of Interest) of the City Charter, "No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest."

Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

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, July 12, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, 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 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail lalmaraz@manortx.gov



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an Ordinance rezoning the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).

Applicant: SEC Planning

Owner: Blackburn Group LLC

BACKGROUND/SUMMARY:

The Monarch Ranch PUD was first approved by Ordinance 636 on January 19, 2022. It was amended by Ordinance 681 on December 7, 2022. This amendment was to update the roadway and lot layout to accommodate the city’s new thoroughfare plan.

This second amendment to the PUD proposes reducing the minimum dwelling unit size from 1,700 square feet to 1,300 square feet. No other additional PUD changes are proposed.

Limits have been set on the range of home sizes so as to provide multiple options as well as having enough home elevations/designs to satisfy our zoning code’s requirement for elevation differentiation. The development is approved for 400 homes, so 20% would represent 80 homes. Each size range is limited to 20% of the overall development, except for units 1,701 or larger, which are not limited.

Minimum dwelling unit size:

Dwelling Unit Size (conditioned space)	Maximum Percentage
1,300 - 1,400 sq. ft.	20%
1,401 - 1,500 sq. ft.	20%
1,501 - 1,600 sq. ft.	20%
1,601 - 1,700 sq. ft.	20%
1,701 + sq. ft.	Unlimited

The second amendment to the PUD is being considered concurrently with the Third Amendment to the Development Agreement. The Development Agreement amendment is to update the masonry requirements based on the proposed dwelling unit sizes in this second PUD amendment.

Under our zoning code, the minimum dwelling unit size (conditioned space) for properties not in the Historic District is 2,000 square feet for SF-1 and 1,700 for SF-2. If the homes are 50% masonry (stone, brick, or cement stucco), these can be reduced to 1,500 sf and 1,200 sf, respectively, with the approval of a Development Agreement. For unconditioned space, a two-car enclosed garage and a minimum 100 sf covered or uncovered patio are also required. Enclosed garages typically are 350 sf – 400 sf, so with these, the overall structure could be 2,500 sf – 2,200 sf, if no masonry is included.

The original Monarch Ranch PUD followed the SF-2 standard and set the minimum dwelling unit size to 1,700 sf. Through the Development Agreement, they were approved to have 30% front façade masonry, with corner and double-frontage lots also having a minimum of 30% of masonry on the side or rear. Had they been zoned SF-2 rather than PUD, the dwelling units would have required 0% masonry, so the Development Agreement requiring 30% front façade masonry was higher than code standards.

Our zoning code allows for each 10% increment of masonry applied to the entire structure, the conditioned space can be reduced by 100 square feet. So a home in an SF-2 district is required to have 1,700 sf of conditioned space, but if 50% of the structure is masonry, the minimum dwelling size can be 1,200 sf.

A modified version of this code is being applied to the Monarch Ranch PUD with the Development Agreement amendment. Since the current Development Agreement only requires front façade masonry and not an overall structure percentage, the amendment maintains that exception but increases the amount of masonry on the front façade consistent with our zoning code. So for each 100 sf the dwelling unit is reduced the front façade masonry is increased by 10%. The table below is what is proposed in the Development Agreement amendment to be considered by the City Council when the PUD amendment comes back for the second and final reading on August 7th, should the first reading be approved.

A. Masonry and Dwelling Unit Size Table

Dwelling Unit Size (conditioned space)	Minimum Front Façade* Masonry Percentage
1,300 – 1,400 sq. ft.	70%
1,401 – 1,500 sq. ft.	60%
1,501 – 1,600 sq. ft.	50%
1,600 – 1,700 sq. ft.	40%
1,701 + sq. ft.	30%

* Collector Road and Corner Lots shall have side and rear masonry percentages equal to the minimum front façade percentage.

The Planning and Zoning Commission at their July 10th meeting voted 4-1 to recommend approval with the table modified to be:

Dwelling Unit Size (conditioned space)	Maximum Percentage
1,300 -1,400 sq. ft.	15%
1,401 – 1,500 sq. ft.	15%

1,501 – 1,600 sq. ft.	20%
1,601 – 1,700 sq. ft.	20%
1,701 + sq. ft.	Unlimited

The Planning and Zoning Commission discussed at length the need to balance housing affordability/attainability and long-term property values/neighborhood character. The Developer promoted the smaller unit sizes to be at a more attainable price while also providing additional choices and designs for buyers.

Commissioner Orion spoke from recent personal experience that smaller units do not always mean the cost of the home becomes that much more affordable as she shared her experience looking for a new home in Elgin prior to moving to Manor where the homes were 900 sq. ft to 1,760 sq ft., and the smaller ones were still around \$350,000+. She further spoke that under the proposed maximum percentages, 80% of the entire development could be below the code minimum of 1,700 sq. ft., which does not meet a PUD’s intent to be a superior zoning designation. Commissioner Stensland spoke of his experience in Austin, which tries to provide all types of homes, for all types of people, in all parts of town; so by approving this PUD amendment, it would introduce a larger variation of home sizes and help achieve a more diverse community. However, Commissioner Stensland agreed with Commissioner Orion that the number of units below the current 1,700 sq. ft. should be limited further as a PUD is intended to be a superior zoning classification above standard zoning.

Vice-Chair Chavis and Commissioner Meyer spoke of their concern that the smaller units could be clustered in one phase or area of the development as the PUD does not restrict the number of unit sizes within each phase. The Developer said that shouldn’t be a concern as they plan to disperse the housing types throughout the development. The developer additionally added that they have homes that go up to 2,800 sq. ft. of conditioned space (3,200 sq. ft. total), so the 1,700 sq. ft. minimum doesn’t represent the maximum home size they intend to offer to buyers. Based on the lot size mix, the larger 60’ lots would have the larger homes, and as currently planned and approved on the Preliminary Plat, the development has 25.2% 60’ lots and 74.8% 50’ lots. Within Phase 1 the unit mix is 98 50’ lots and 36 60’ lots, Phase 2 has 109 50’ lots and 20 60’ lots, and Phase 3 has 81 50’ lots and 41 60’s. In total that is 288 50’ lots and 97 60’ lots for a total of 385 lots.

The developer said his goal is not to put in 20% 1,300 sq. ft. homes, as this PUD amendment would allow, but to offer a variety of products and price points and let the market decide demand.

Commissioner Orion motioned to reduce the proposed 20% limits to 10% each, which would have allowed 40% of the total units to be below 1,700 sq. ft and Commission Meyer seconded it. That motion failed 2 – 3, with Vice Chair Chavis, Commissioner Stensland, and Commissioner Nila voting against it. Commissioner Stensland put forward a new motion to reduce units 1,300 – 1,500 to 15% each, 1,500 – 1,700 to 20% each, and 1,700 + unlimited. That motion was approved 4-1, with Commissioner Orion voting against it. Commissioner Stensland said this allows 30% the development to be above 1,700 sq. ft., which provides enough space for growing families, and 70% below, which provides people with additional choices that suit their needs and budgets. Commissioner Orion objected as she spoke that to maintain superiority, the development should be primarily above the code minimum of 1,700 sq. ft. with only 20-30% of the entire project below the 1,700 sq. ft. limit. Commissioner Orion said that a better way to achieve affordability is to reduce lot sizes in future developments and not dwelling unit sizes.

- LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney
- FISCAL IMPACT:** No
- PRESENTATION:** No
- ATTACHMENTS:** Yes

- Ordinance
- Rezoning Map
- Aerial Image
- Monarch Ranch PUD

- PUD Comparison
- Draft 3rd DA Amendment
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on an Ordinance rezoning the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).

PLANNING & ZONING COMMISSION:

Recommend Approval
X – with modifications

Disapproval

None

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCES NOS. 636 and 681 TO MODIFY THE PLANNED UNIT DEVELOPMENT SITE PLAN FOR THE MONARCH RANCH FINAL PLANNED UNIT DEVELOPMENT; REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, Ordinance No. 636 was adopted by the City of Manor City Council (the "City Council") on January 19, 2022;

Whereas, Ordinance No. 681, being the first amendment to the Monarch Ranch Planned Unit Development was adopted by the City Council on December 7th, 2022 and amended Ordinance No. 636 to include the Planned Unit Development Site Plan for the Monarch Ranch Final Planned Unit Development as part of Exhibit "A";

Whereas, the owner of the Property is requesting to amend Ordinances Nos. 636 and 681 in order to modify the Planned Unit Development Site Plan for the Monarch Ranch Final Planned Unit Development;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council; and

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinances. Ordinances Nos. 636 and 681 are hereby modified and amended by deleting Exhibit "A" in its entirety, and replacing it with a new Exhibit "A" to include the modified planned unit development site plan for the Monarch Ranch Final PUD, attached hereto and incorporated herein as if fully set forth.

Section 3. Severability. Any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Amendment of Conflicting Ordinances. Exhibit "A" of the City's Ordinances

ORDINANCE NO.

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No. 636 and 681, are hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this Ordinance are amended only to the extent of such conflict otherwise remaining in full force and effect. In the event of a conflict or inconsistency between this Ordinance and any code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED FIRST READING on this the 17th day of July 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of August 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Legal Description:

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being all of that certain called 146 3/4 acre tract of land described in the deed to Janice Thurman White Trust, Martin Payne, John Thurman Payne add Enfield Partners, LLC, recorded in Document No. 2019013312, Official Public Records, Travis County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the South corner of the tract being described herein at a 1/2-inch iron rod found in the Northwesterly right-of-way line of F.M. 973 for the East corner of that certain called 136.342 acre tract of land described in the deed to H. Dalton Wallace, recorded in Document No. 2013210018, Official Public Records, Travis County, Texas and the South corner of said 146 3/4 acre tract of land, from which a 1/2-inch iron rod found on the Northwesterly right-of-way line of said F.M. 973 and the Southeasterly line of said 136.342 acre tract of land bears S13°18'28"W, a distance of 389.02 feet;

THENCE with the common line of said 136.342 acre tract of land said 146 3/4 acre tract of land, the following courses and distances:

N62°14'30"W, a distance of 3199.28 feet to a capped iron rod stamped "Chapparal" found for corner;

N88°59'54"W, a distance of 788.38 feet to a 1/2-inch iron rod found for the South corner of that certain called 59.072 acre tract of land described in the deed to Danny K. Fuchs and Diane F. Swanson, recorded in Document No. 2020081497, Official Public Records, Travis County, Texas and the West corner of said tract herein described;

THENCE with the East line of said 59.072 acre tract of land, the following courses and distances:

N12°37'38"E, a distance of 546.74 feet to a 4-inch wood fence corner post found for corner;

N71°31'15"E, a distance of 218.24 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for corner;

N53°03'35"E, a distance of 273.85 feet to a capped iron rod set for corner;

N26°39'39"E, a distance of 230.33 feet to a 1/2-inch iron rod found for corner;

N79°38'13"W, a distance of 59.13 feet to a 1/2-inch iron rod found for corner;

N06°31'39"E, passing at a distance of 649.99 feet a capped iron rod stamped "McGray"

ORDINANCE NO.**Page 4**

found for corner and continuing on said course for a total distance of 724.90 feet to a 1/2-inch iron rod found in the Southwesterly line of Gregg Lane for the East corner of said 59.072 acre tract of land and the North corner of said tract herein described;

THENCE S62°19'23"E, with the Southwesterly line of said Gregg Lane, a distance of 4059.00 feet to a capped iron rod set in the Northwesterly right-of-way line of said F.M. 973 for the East corner of said tract herein described, from which a concrete monument found on the Northeasterly line of said Gregg Lane for the South corner of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas bears N27°21'28"E, a distance of 32.41 feet;

THENCE with the Northwesterly right-of-way line of said F.M. 973, the following courses and distances:

S27°21'28" W for a distance of 1082.34 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;

With said curve to the left, an arc length of 391.80 feet, a central angle of 09° 23'08", a radius of 2391.83 feet and a chord that bears S22°39'54"W, a distance of 391.36 feet to the POINT OF BEGINNING and containing 134.529 acres of land.

The herein referenced tract is referenced to State Plane Coordinates, Texas Central Zone, 4203.

ORDINANCE NO.

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Planned Unit Development Site Plan for the Monarch Ranch Final Planned Unit Development
[attached]

SEC Planning, LLC
 1400 W. UNIVERSITY BLVD., SUITE 200
 AUSTIN, TEXAS 78705
 TEL: 512.476.9000
 FAX: 512.476.9001
 WWW: SECPLANNING.COM

BLACKBURN
 1400 W. UNIVERSITY BLVD., SUITE 200
 AUSTIN, TEXAS 78705
 TEL: 512.476.9000
 FAX: 512.476.9001
 WWW: BLACKBURN.COM

MONARCH RANCH
 FINAL PUD SITE PLAN
 MANOR, TEXAS

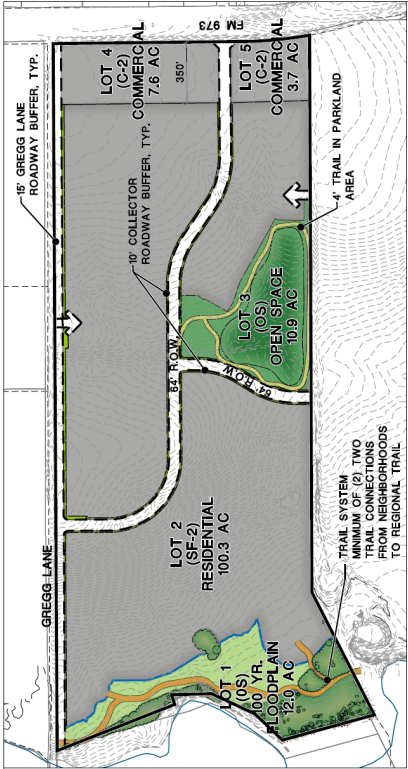
SEC Planning, LLC
 5/24/2021

210038_BBGR

Drawn By: JMB
 Reviewed By: JMB

SHEET 1 of 1

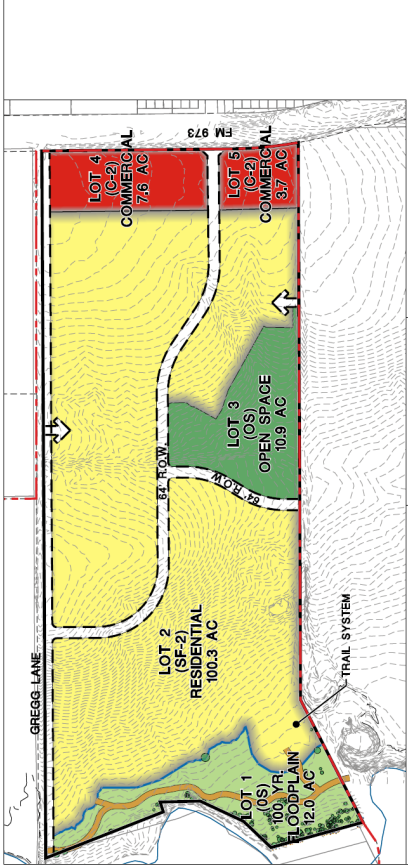
Approved by City Council on 5/24/2021



PARK PLAN
PARK LAND DEDICATION:
 400 / 66 x 1 = 6.1 (required park acreage)
 22.9 (proposed park acreage)

8' CONCRETE TRAIL (2,400 L.F.)

Scale: 1" = 300'



LAND USE PARCEL TABLE

LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	101.9 ACRES	400 LOTS	4.0 DU/AC
(C-2) MEDIUM COMMERCIAL	11.3 ACRES	2 LOTS	
(OS) FLOODPLAIN	12.0 ACRES	1 LOT	
(OS) OPEN SPACE	9.3 ACRES	1 LOT	
TOTAL	134.5 ACRES		3.0 DU/AC

LEGEND

- PLAN BOUNDARY
- PROPOSED RIGHT-OF-WAY
- CITY LIMITS
- F WALKS
- B TRAILS

- A. Purpose and Intent**
- The Monarch Ranch Final PUD Site Plan (PUD) is intended to provide for the development of approximately 400 residential units and 2 commercial units on a total site area of approximately 134.5 acres. The Final PUD Site Plan is a subdivision of the property and is intended to serve as a final document for the development of the property.
- B. Applicability and Basis Zoning**
- All areas zoned for the development of the PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
- C. Conceptual Site Layout and Land Use Plan**
- The Final PUD Site Plan shall be prepared in accordance with the requirements of the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
- D. Alternative Facilities List**
- The alternative facilities list shall be developed in accordance with the requirements of the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
- E. Residential Development Standards**
- To ensure prudent development, the following single-family detached residential percentages shall apply:
 - a. A minimum of 15 percent (15%) of the total lots shall have a width of more than sixty feet (60').
 - b. A minimum of 50 percent (50%) of the total lots shall have a width of more than eighty feet (80').
 - c. A minimum of 20 percent (20%) of the total lots shall have a width of more than one hundred feet (100').
- F. Minimum Building Coverage**
- | Use | Minimum Building Coverage |
|--------------------------------------|---------------------------|
| Residential (single-family detached) | 15% |
| Commercial | 20% |
| Open Space | 0% |
| Floodplain | 0% |
| Other | 0% |
- G. Maximum Building Coverage**
- | Use | Maximum Building Coverage |
|--------------------------------------|---------------------------|
| Residential (single-family detached) | 30% |
| Commercial | 30% |
| Open Space | 0% |
| Floodplain | 0% |
| Other | 0% |
- H. Other Requirements**
- The Final PUD Site Plan shall be prepared in accordance with the requirements of the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.

Final PUD Site Plan

Approved and authorized for record by the City Council for the City of Manor, Texas.

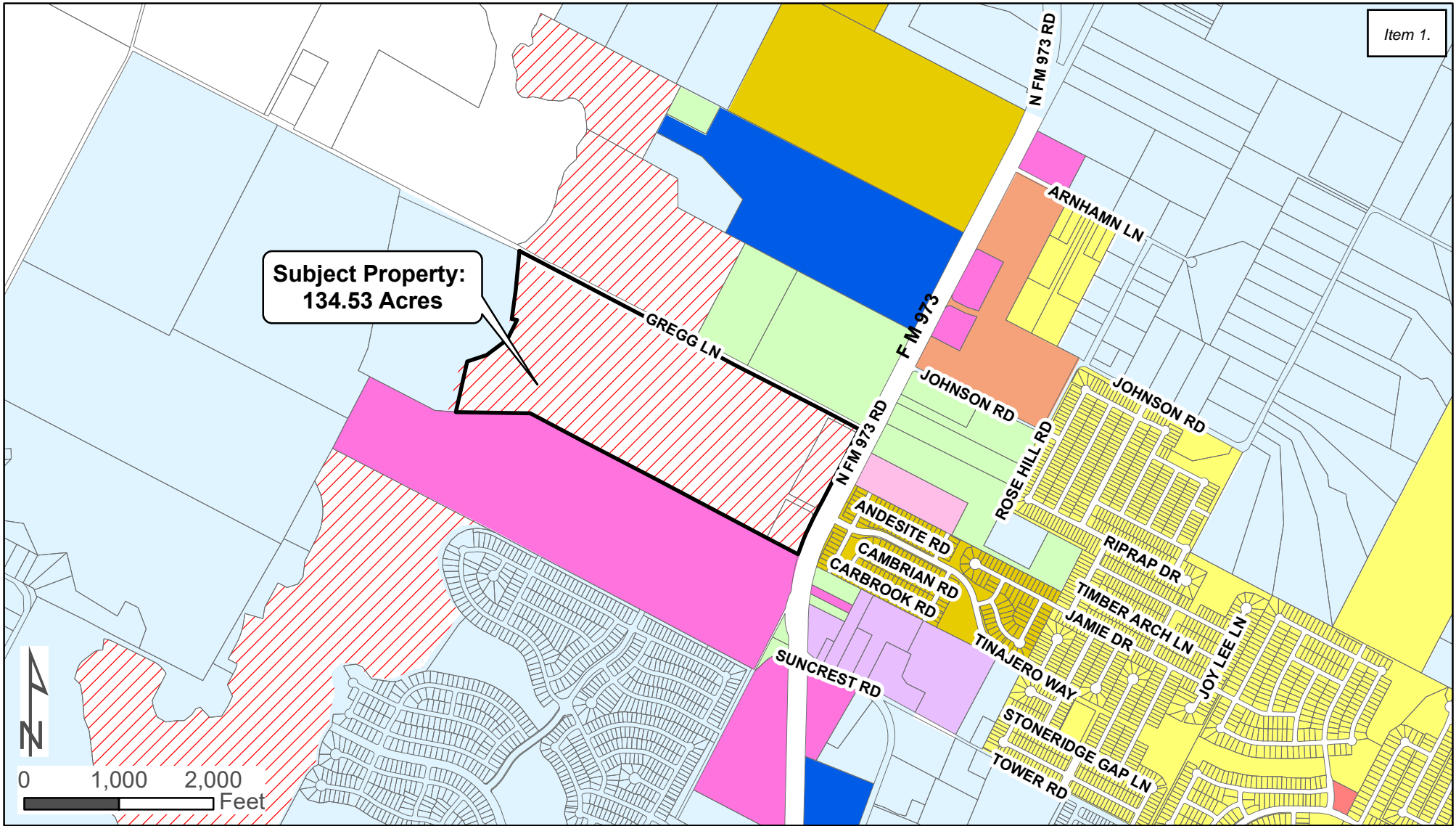
Dated this ___ Day of _____, 20__

By: Monarch Ranch, LLC
 Mayor of the City of Manor, Texas

Approved and authorized for record by the City Council for the City of Manor, Texas.

Dated this ___ Day of _____, 20__

By: Manor Mayor Dr. Christopher Harvey
 Mayor of the City of Manor, Texas



Current:
(PUD) Planned Unit Development

Proposed:
(PUD) Planned Unit Development

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ





Proposed PUD Amendment:

Current PUD:

E. Residential Development Standards

1. To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
 - a. A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
 - b. A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.

2. The Monarch Ranch residential development will comply with the Development Standards set forth below:

RESIDENTIAL USES

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)
 Lot Width: (minimum)50 ft.
 Front Setback: (minimum)25 ft.
 Side Setback: (minimum)5 ft.
 Street Side Setback: (minimum)15 ft.
 Rear Setback to residential:(minimum)10 ft.
 Rear Setback to commercial: 15 ft

Minimum dwelling unit size:

Dwelling Unit Size (conditioned space)	Maximum Percentage
1,300 - 1,400 sq. ft.	20%
1,401 - 1,500 sq. ft.	20%
1,501 - 1,600 sq. ft.	20%
1,601 - 1,700 sq. ft.	20%
1,701 + sq. ft.	Unlimited

Maximum building coverage: 50%
 Maximum building coverage plus accessory structures: 60%

3. Standards not listed follow code, as amended

E. Residential Development Standards

1. To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
 - a. A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
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RESIDENTIAL USES

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)
 Lot Width: (minimum)50 ft.
 Front Setback: (minimum)25 ft.
 Side Setback: (minimum)5 ft.
 Street Side Setback: (minimum)15 ft.
 Rear Setback to residential:(minimum)10 ft.
 Rear Setback to commercial: 15 ft

Minimum dwelling unit size: 1,700 sq. ft.

Maximum building coverage: 50%
 Maximum building coverage plus accessory structures: 60%

3. Standards not listed follow code, as amended

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR MONARCH RANCH**

This Third Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch (this “**Third Amendment**”) is dated effective ~~April–August~~ _____, 2024 (the “**Third Amendment Effective Date**”) and is entered into between the **City of Manor**, a Texas home-rule municipal corporation (the “**City**”), **Monarch Ranch at Manor, LLC**, a Texas limited liability company (“**Monarch Developer**”), **Enfield Partners LLC**, a Texas limited liability company, as to a 40% undivided ownership interest, **Birdview LLC**, a Texas limited liability company, as to a 10% undivided ownership interest, **MP 973, LLC**, a Texas limited liability company, as to a 25% undivided ownership interest, and **Payne Travis LLC**, a Texas limited liability company, as to a 25% undivided ownership interest (collectively “**Enfield Developer**”) (collectively referred to as the “**Developers**”), and **Gregg Lane Dev LLC**, a Texas limited liability company (“**Gregg Lane Dev LLC**”) hereby joins and consents to this Third Amendment for the limited purposes described herein. Enfield Developer and Monarch Developer are sometimes referred to, collectively, herein as the “**Developers.**” The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties.**”

RECITALS:

A. City and Developers previously entered into that certain Development Agreement Establishing Development Standards for Monarch Ranch dated effective May 4, 2022, ~~and~~ that certain First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective December 21, 2022 and that certain Second Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective February 21, 2024 (collectively the “**Agreement**”), for that certain residential and commercial project located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. The Agreement provides, among other things, provisions related to residential development requirements.

C. The City and Developers desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Third Amendment to address the residential development requirements as applied to the number of square feet in the structure.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developers hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Third Amendment to the same extent as if set forth herein in full.

2. Capitalized Terms. All capitalized terms in this Third Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3. Development Standards. Section 3-(a) Residential Development Requirement of the Agreement is hereby deleted in its entirety and replaced with the following:

“ Section 3. Development Standards

~~———— (a) Residential Development Requirement. The exterior wall standards set forth in this section shall apply to the structures located on the Monarch Property, including any amenity building structures:~~

~~———— **1. Front Elevations for Dwelling Units 1,700 square feet and larger.** At least thirty (30%) of the exterior façade of the front elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section A;**~~

~~———— i. All street facing exterior walls of primary buildings / structures must include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F, Section A.** Architectural features may include:~~

- ~~———— 1. Cantilevered overhangs;~~
- ~~———— 2. Cedar brackets / details;~~
- ~~———— 3. Awnings (with optional metal roofs);~~
- ~~———— 4. Shutters;~~
- ~~———— 5. Gable Vents; or~~
- ~~———— 6. Dormers.~~

~~———— **2. Front Elevations for Dwelling Units Less Than 1,700 Square Feet to a Minimum of 1,300 Square Feet.** At least fifty (50%) of the exterior façade of the front elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section A.**~~

~~———— i. All street facing exterior walls of primary buildings / structures must include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F, Section A.** Architectural features may include:~~

- ~~———— 1. Cantilevered overhangs;~~
- ~~———— 2. Cedar brackets / details;~~
- ~~———— 3. Awnings (with optional metal roofs);~~
- ~~———— 4. Shutters;~~
- ~~———— 5. Gable Vents; or~~
- ~~———— 6. Dormers.~~

~~———— **3. Collector Road and Corner Lots.**~~

~~For Dwelling Units of 1,700 square feet and larger, at least thirty (30%) of the exterior façade of the side and rear elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section B.**~~

~~For Dwelling Units less than 1,700 square feet to a minimum of 1,300 square feet, at least fifty (50%) of the exterior façade of the side and rear elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section B.**~~

~~i. All exterior walls of primary buildings / structures that face public R.O.W. shall include at least one (1) variation of an architectural accent that breaks the wall plane, as outlined in **Exhibit F, Section B.** Architectural features may include:~~

- ~~1. Cantilevered overhangs;~~
- ~~2. Cedar brackets / details;~~
- ~~3. Awnings (with optional metal roofs);~~
- ~~4. Shutters;~~
- ~~5. Gable Vents; or~~
- ~~6. Dormers.~~

~~**4. Interior Lots.** At least thirty percent (30%) of the exterior façade of the side and rear elevations on interior lots will consist of cementitious fiber siding with at least a 2' masonry return as outlined in **Exhibit F, Section C.**~~

~~**5. Amenity Building.** Architectural split faced, integrally colored limestone CMU block shall be an acceptable masonry material for the residential amenity building(s) and picnic pavilion structures.²²~~

~~(a) **Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the structures located on the Monarch Property, including any amenity building structures:~~

~~**1. Front Elevations.** The exterior façade of the front elevations shall be constructed to the following minimum standards:~~

~~i. All street facing, exterior walls of primary buildings / structures shall include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F, Section A.** Architectural features may include:~~

- ~~1. Cantilevered overhangs;~~
- ~~2. Cedar brackets / details;~~
- ~~3. Awnings (with option metal roofs);~~
- ~~4. Shutters;~~

- 5. Gable vents; or
- 6. Dormers.

2. Collector Road and Corner Lots. The exterior façade of the side and rear elevations, when adjacent to a collector road or on a corner lot, shall be constructed to the following minimum standards:

i. All exterior walls of primary buildings / structures that face public R.O.W shall include at least one (1) variation of an architectural accent that breaks the wall plane, as outlined in **Exhibit F**, Section B. Architectural features may include:

- 1. Cantilevered overhangs;
- 2. Cedar brackets / details;
- 3. Awnings (with option metal roofs);
- 4. Shutters;
- 5. Gable vents; or
- 6. Dormers.

3. Interior Lots. The exterior façade of the side and rear elevations on interior lots will consist of cementitious fiber siding with at least a 2' masonry return, as outlined in **Exhibit F**, Section C.

4. Amenity Building. Architectural split-faced, integrally colored limestone CMU block shall be an acceptable masonry material for the residential amenity building(s) and picnic pavilion structures.

5. Masonry Requirement and Dwelling Unit Size. The Monarch Developer agrees to provide a minimum percentage of the total exterior facade area constructed of Masonry as provided for in **Exhibit F**, Section D. "Masonry" is considered clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work. Masonry excludes cementitious planking."

4. Ratification of Agreement/Conflict. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Third Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Third Amendment conflicts or is inconsistent with the Agreement, the provisions of this Third Amendment shall control.

5. No Waiver. Neither City's nor Developer's execution of this Third Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

6. Governing Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

7. Entire Agreement. This Third Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Third Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

8. Covenant Running with the Land. The Agreement, as amended by this Third Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Agreement) and shall run with the land. A copy of this Third Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Third Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Third Amendment.

9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Third Amendment.

10. Interpretation. This Third Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Third Amendment.

11. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this Third Amendment. In addition, the individual who executes this Third Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

12. Severability. If any provision of this Third Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Third Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Third Amendment.

13. Anti-Boycott Verification. To the extent this Third Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Developers and Gregg Lane Dev LLC represent that neither Developers, Gregg Lane Dev LLC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers or Gregg Lane Dev LLC (i) boycotts Israel or (ii) will boycott Israel through the term of this Third Amendment. The terms “boycotts Israel”

and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

14. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Third Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developers and Gregg Lane Dev LLC represent that Developers and Gregg Lane Dev LLC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers or Gregg Lane Dev LLC is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

15. Anti-Boycott Verification – Energy Companies. The Developers and Gregg Lane Dev LLC hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

16. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developers and Gregg Lane Dev LLC hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential

customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

17. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED in multiple originals, and in full force and effect as of the Third Amendment Effective Date.

CITY:

**CITY OF MANOR, TEXAS
A Texas Home Rule Municipal Corporation**

By: _____
Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Alvaraz, City Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2024 by Dr. Christopher Harvey, Mayor of Manor, Texas, a Texas home rule municipality on behalf of the City.

Notary Public for Texas

DEVELOPER:

MONARCH RANCH AT MANOR LLC

By: _____
David B. Blackburn, Manager

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This instrument was acknowledged before me on the ___ day of _____, 2024
by David B. Blackburn, Manager of Monarch Ranch at Manor LLC on behalf of the entity.

Notary Public for Texas

ENFIELD DEVELOPER:

ENFIELD PARTNERS LLC

By: _____
Russell T. Thurman
Manager/Member

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 2024
by Russell T. Thurman, manager of Enfield Partners LLC on behalf of the entity.

Notary Public for Texas

BIRDVIEW LLC

By: _____
Bryan White, Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 2024
by Bryan White, manager of Birdview LLC on behalf of the entity.

Notary Public for Texas

MP 973 LLC

By: _____
Martin B. Payne, Manager/Member

STATE OF TEXAS
COUNTY OF FAYETTE

This instrument was acknowledged before me on the ____ day of _____, 2024
by Martin B. Payne manager of MP 973 LLC on behalf of the entity.

Notary Public for Texas

PAYNE TRAVIS LLC

By: _____
John Thurman Payne

STATE OF TEXAS
COUNTY OF LLANO

This instrument was acknowledged before me on the ___ day of _____, 2024
by John Thurman Payne, manager of Payne Travis LLC on behalf of the entity.

Notary Public for Texas

CONSENTING PARTY

Gregg Lane Dev LLC, a Texas limited liability company, hereby joins and consents to the execution of this Third Amendment solely for the purpose of agreeing to the terms, obligations and provisions outlined in this Third Amendment expressly applicable to Gregg Lane Dev LLC.

GREGG LANE DEV LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, _____ of Gregg Lane Dev LLC, a Texas limited liability company on behalf of the entity.

Notary Public for Texas

EXHIBIT F
RESIDENTIAL EXTERIOR STANDARDS

- A. All Front elevations shall consist of:**
- a. Minimum masonry percentage (cement stucco, stone, or brick) from the table in subsection "D"**
 - b. At least three (3) variations of architectural accents.**
 - 1. Cantilevered Overhangs**
 - 2. Cedar Brackets / Details**
 - 3. Awnings (with optional metal roofs)**
 - 4. Shutters**
 - 5. Gable Vents**
 - 6. Dormers**





DECORATIVE CEDAR TRUSS

CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

DORMER



CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY WAINSCOT

WRAPPED POST

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

CANTILVERED OVERHANG



PAINTED STUCCO

MASONRY WAINSCOT

ANGLED COLUMN

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

SHUTTERS



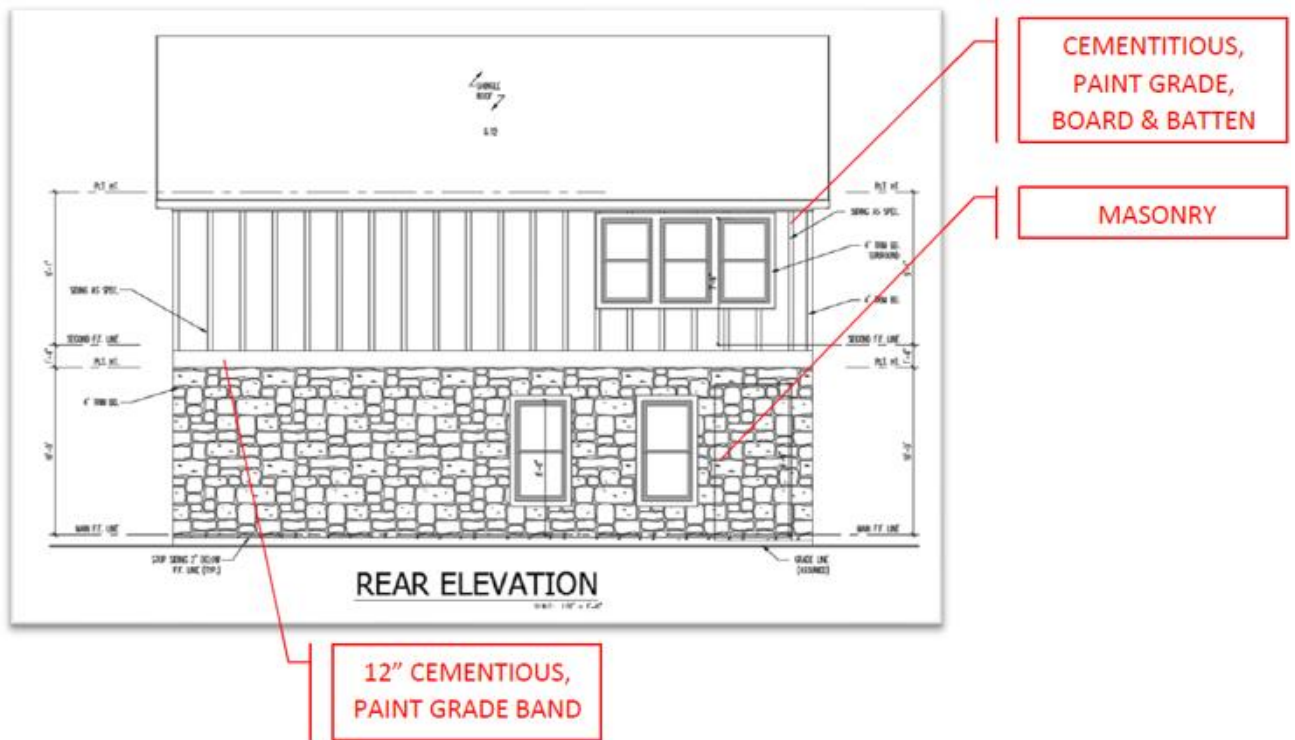
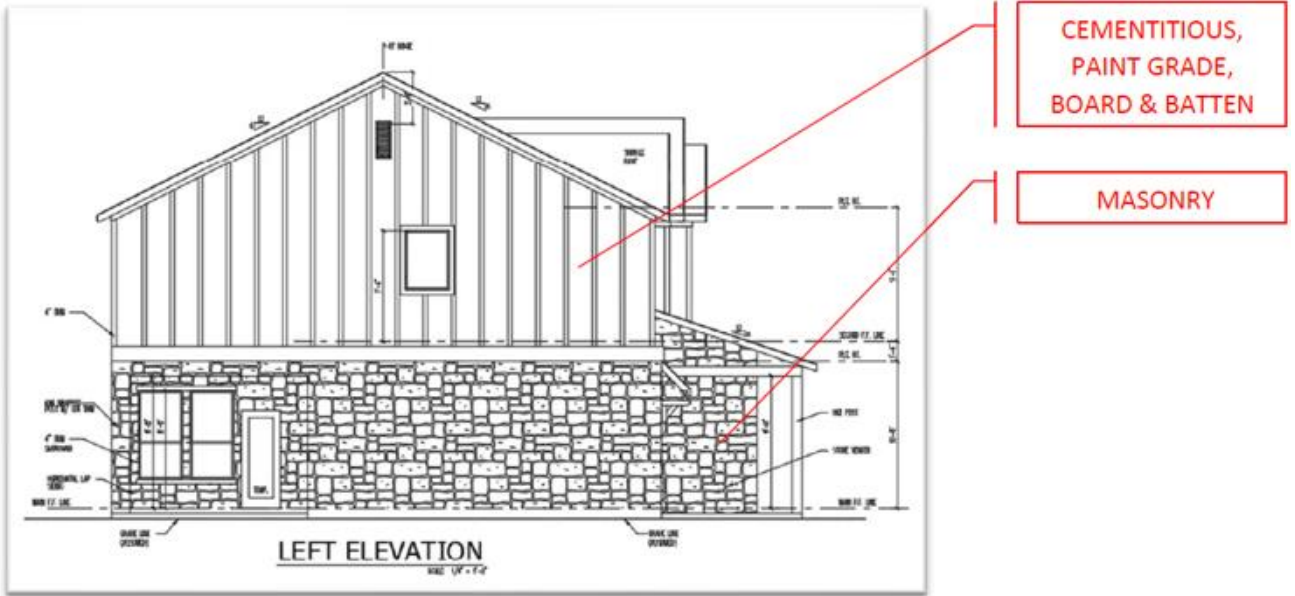
DECORATIVE CEDAR TRUSS

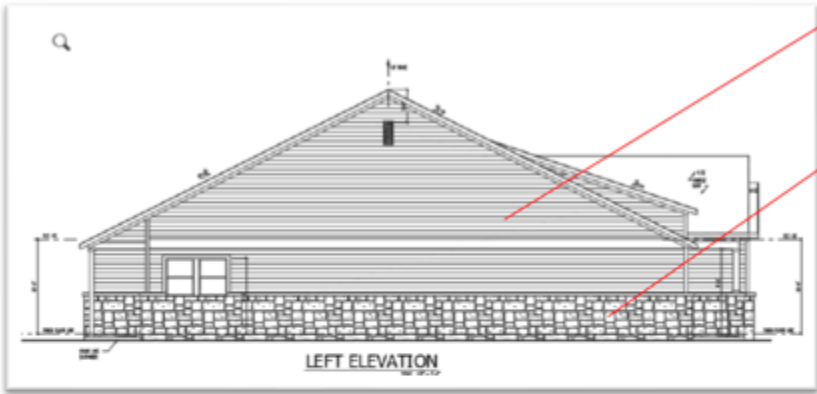
CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

METAL ACCENT ROOF

- B. Collector Road & Corner Lots shall have masonry on the side and rear elevations, equal to the front elevation from the table in subsection “D”.**
 - a. These will be labeled as “Premium” elevations.
 - b. Masonry (stone/cement stucco/brick) along sides and rear (per front elevation finish).





CEMENTITIOUS,
PAINT GRADE,
SIDING MATERIAL

MASONRY



CEMENTITIOUS,
PAINT GRADE,
SIDING MATERIAL

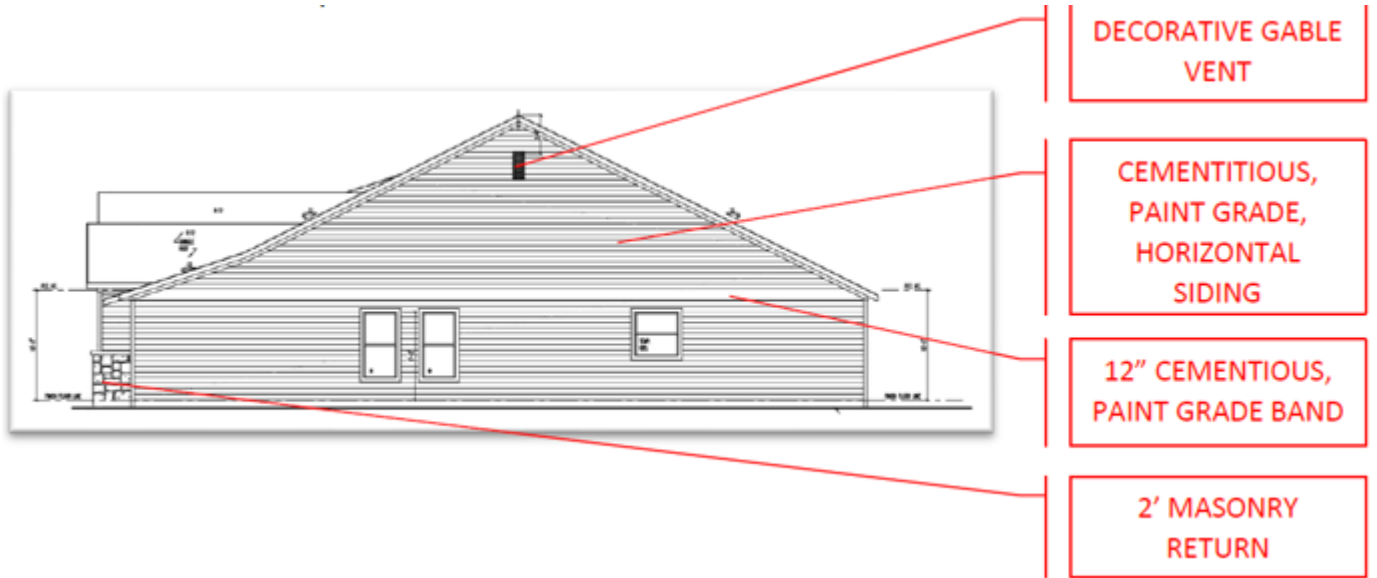
MASONRY

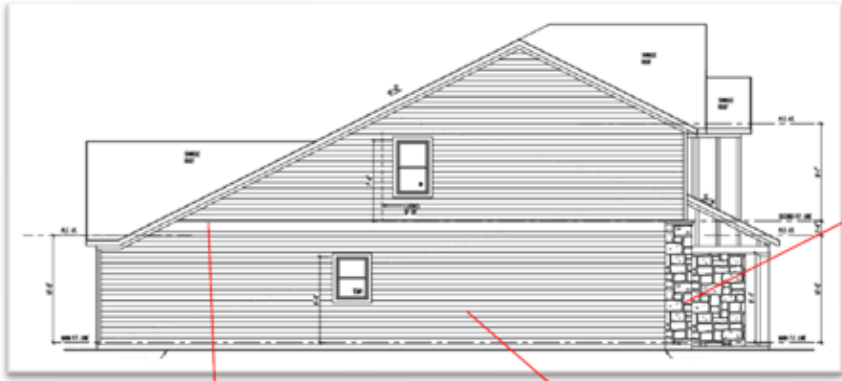
C. Interior Lots shall consist of cementitious fiber siding at the sides and rear elevations.

a. Horizontal or Board & Batten, cementitious fiber siding

i. Side elevations that consist of a gable, or that are 2-story will include a 10-12" band to break-up the siding material and add character.

b. 2' Masonry Return

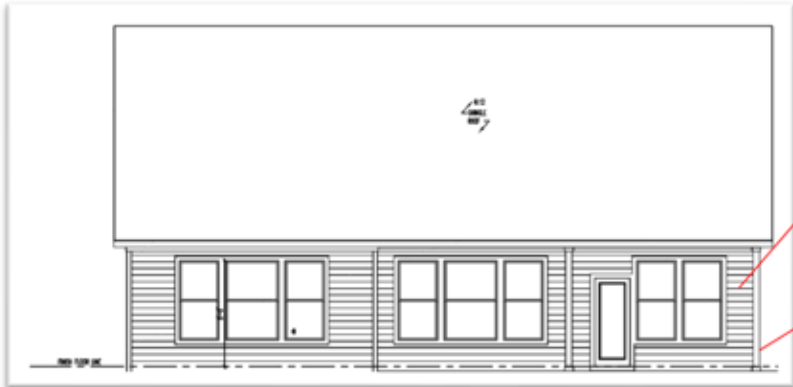




2' MASONRY RETURN

12" CEMENTIOUS, PAINT GRADE BAND

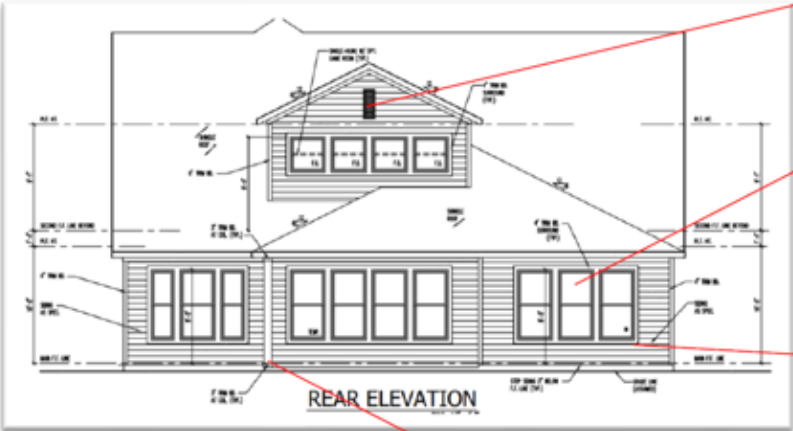
CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING



CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST

DECORATIVE GABLE VENT



REAR ELEVATIONS WITH PLENTY OF WINDOWS

CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST

D. Masonry and Dwelling Unit Size Table

<u>Dwelling Unit Size (conditioned space)</u>	<u>Minimum Front Façade* Masonry Percentage</u>
<u>1,300 – 1,400 sq. ft.</u>	<u>70%</u>
<u>1,401 – 1,500 sq. ft.</u>	<u>60%</u>
<u>1,501 – 1,600 sq. ft.</u>	<u>50%</u>
<u>1,600 – 1,700 sq. ft.</u>	<u>40%</u>
<u>1,701 + sq. ft.</u>	<u>30%</u>

* Collector Road and Corner Lots shall have side and rear masonry percentages equal to the minimum front façade percentage.



6/26/2024

City of Manor Development Services

Notification for a Planned Use Development (PUD) Amendment

Project Name: Monarch Ranch PUD Amendment
 Case Number: 2024-P-1644-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Planned Use Development (PUD) Amendment for the Monarch Ranch Subdivision located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).

Applicant: SEC Planning

Owner: Blackburn Group LLC

Purpose: The proposed amendment will decrease the minimum dwelling unit size from 1,700 square feet to 1,300 square feet.

The Planning and Zoning Commission will meet at 6:30PM on July 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on July 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

CITY OF PFLUGERVILLE
PO BOX 589
PFLUGERVILLE, TX 78691-0589

GREGG LANE DEV LLC
101 PARKLANE BLVD STE 102
SUGAR LAND, TX 77478-5521v

BOARD OF TRUSTEES OF THE
ISD
DENNIS ANDERSON ETAL
533 HIWASEE ROAD
WAXAHACHIE, TX 75165-6448

UNITED STATES OF AMERICA
ANDERSON DENNIS ETAL
UNITED STATES ATTORNEYS OFFICE
533 HIWASEE RD
WAXAHACHIE, TX 75165-6448

BURATTI, ROBERT JOE 6903
GENEVA DR
AUSTIN, TX 78723-1506

STRABO HOLDINGS LLC
13510 BROADMEADE AVE
AUSTIN, TX 78729

FOXTROT HOLDING LLC
14605 FM 973 N
MANOR, TX 78653-3539

HOLLEY, EBONY L & TERRY G JR
14526 PERNELLA RD
MANOR, TX 78653-2062

BLAKELY, ARTURO S V & JENNIFER A
14522 PERNELLA RD
MANOR, TX 78653-2062

SHEPPERD, RICHARD & ROSE MARY
14518 PERNELLA RD
MANOR, TX 78653-2062

AGUILERA, JAVIER R & LAURA GUDINO
PENA & RAUL PENAS & LUZ ROSAS DE
GUDINO
14514 PERNELLA RD
MANOR, TX 78653-2062

RODARTE, GAMALIEL & ALEXANDRIA
SERPAS
14510 PERNELLA RD
MANOR, TX 78653-2062

MORALES, GERARDO M 14506
PERNELLA RD
MANOR, TX 78653-2062

SW HOMEOWNERS ASSOCIATION INC
9601 AMBERGLEN BLVD STE 150
AUSTIN, TX 78729-1190

CHHETRI SHANKAR & ANJANA KARKI
14428 PERNELLA RD
MANOR, TX 78653-2061

JORDAN ANDY ZEWDE & TSEHAY MUHE
14424 PERNELLA RD
MANOR, TX 78653-2061

CHAPARRO, JUAN P & SULEIVA
CHAPARRO-RODRIGUEZ
14408 PERNELLA RD
MANOR, TX 78653-2061

CLARK, MARY M
14404 PERNELLA RD
MANOR, TX 78653-2061

ESCOBEDO, KRISTINE A & MATTHEW J
14400 PERNELLA RD
MANOR, TX 78653-2061

ESTRADA, GILBERTO A & MARIA D
14411 FM 973 N
MANOR, TX 78653

LEKCAM COMMUNICATION LLC
16404 MARCELLO DR
PFLUGERVILLE, TX 78660-2570

14420 PERNELLA RD INTERVIVOS
REVOCABLE TRUST
14420 PERNELLA RD
MANOR, TX 78653-2061

RUST CREEK LLC
9606 OLD MANOR RD #1
AUSTIN, TX 78724-1114

TAYLOR ARTHUR RAY & ODETTE VANESSA
14416 PERNELLA RD
MANOR, TX 78653-2061

REZA MASRUR & MUSTAFA ALI REZA
CHOWDHURY & FAUZIA ZAMAN
14412 PERNELLA RD
MANOR, TX 78653-2061

ESTRADA, MARIA D
14411 FM 973
MANOR, TX 78653-3933

OKRA LAND INCORPORATED
9505 JOHNNY MORRIS RD
AUSTIN, TX 78724-1527



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an Ordinance rezoning one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).

Applicant: MWSW LLP

Owner: DD&B Construction Inc.

BACKGROUND/SUMMARY:

The C-1 Light Commercial area was approved by Ordinance 371 in August 2009 and Ordinance 477 in May 2017. 10.742 acres of that C-1 area was rezoned to Multi-Family 25 (MF-2) in June 2022 by Ordinance 655, which left a 2.482 acre C-1 tract. That tract was reduced to 1.67 acres, its current configuration, with the extension of West Eggleston Street.

In the First Amendment to the Entradaglen Development Agreement approved by the City Council on June 15, 2022, there was a shared parking agreement that allowed up to 40 parking spaces needed for the multi-family development to be constructed on the commercial tract. Upon submittal of the Site Development Plan for the multi-family, only 29 spaces needed to be located on the commercial lot.

A daycare business is planned to be located on the 1.67-acre commercial lot, but they do not need the full lot, and their site layout does not provide for shared parking. Due to this, the multi-family developer is acquiring the unused portion of the commercial lot, 0.31 acres, to incorporate into their development. Since it is being incorporated into the multi-family development, the 29 parking spaces that were planned to be shared on the commercial lot will now be solely on the multi-family lot, as required by our code. Adding the 0.31-acre tract to the multi-family lot requires it to be rezoned from C-1 Light Commercial to MF-2 Multi-Family 25. This additional acreage will not add more dwelling units to the project, which is planned to have 216 units.

An Amended Plat will be filed to move the lot lines between the commercial and multi-family properties to align the lots with the new zoning requested here. Amended Plats are approved administratively.

Planning and Zoning Commission voted 5-0 to recommend approval.

LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- MF Site Layout
- DA Shared Parking Section
- Letter of Authorization
- Metes and Bounds
- Notice and Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on an Ordinance rezoning one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Commercial (C-1) to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the 17th day of July 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of August 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Legal Description:

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3067 ACRES (13,360 SQUARE FEET) OF LAND, MORE OR LESS, BEING OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 13.224 ACRE TRACT CONVEYED TO MANOR MF, LLC IN DOCUMENT NO. 2022156154 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 1.4304 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

COMMENCING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the east line of the remainder of a called 105.17 acres tract conveyed to Las Entradas Development Corporation in Document No. 2007002485 (O.P.R.T.C.T.), being in the west line of said 13.224 acre Manor MF tract, from which a 1/2-inch iron rod with "4Ward Boundary" cap set in the common line of said remainder of a called 105.17 acres tract and said 13.224 acre Manor MF tract bears, along the arc of a curve to the left, whose radius is 645.00 feet, whose arc length is 148.57 feet and whose chord bears N01°07'11"W, a distance of 148.24 feet;

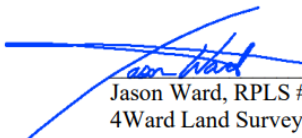
THENCE, leaving the east line of said remainder of a called 105.17 acres tract, over and across said 13.224 acre Manor MF tract, S82°57'15"E, a distance of 314.49 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

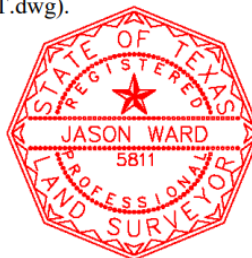
THENCE, over and across said 13.224 acre Manor MF tract, the following five (5) courses and distances:

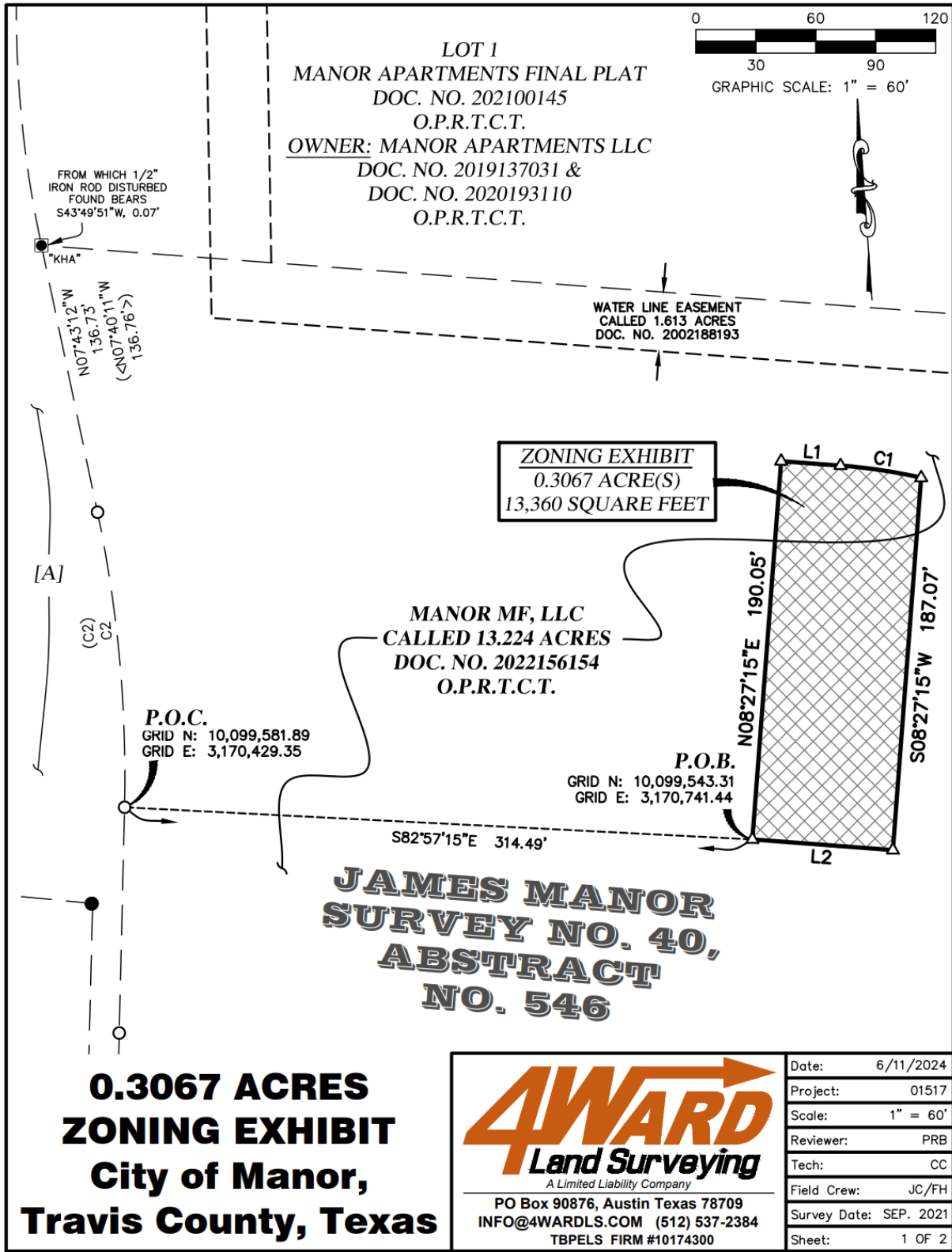
- 1) **N08°27'15"E**, a distance of **190.05** feet to a calculated point for the northwest corner hereof,
- 2) **S81°35'13"E**, a distance of **29.80** feet to a calculated point for an angle point hereof,
- 3) Along the arc of a curve to the right, whose radius is **274.98** feet, whose arc length is **40.85** feet and whose chord bears **S77°19'48"E**, a distance of **40.82** feet to a calculated point for the northeast corner hereof,
- 4) **S08°27'15"W**, a distance of **187.07** feet to a calculated point for the southeast corner hereof, and
- 5) **N81°32'45"W**, a distance of **70.50** feet to the **POINT OF BEGINNING** hereof containing 0.3067 Acres (13,360 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000077099614. See attached sketch (reference drawing: 01517_ZONING EXHIBIT.dwg).


6/11/2024
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC





P:\01517\dwg\01517_ZONING EXHIBIT.dwg

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	274.98'	40.85'	8°30'45"	S77°19'48"E	40.82'
C2	645.00'	148.57'	13°11'52"	N01°07'11"W	148.24'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(C2)	645.00'	148.61'	13°12'04"	N1°04'10"W	148.28'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S81°35'13"E	29.80'
L2	N81°32'45"W	70.50'

[A]
 LAS ENTRADAS
 DEVELOPMENT
 CORPORATION
 REMAINDER OF A
 CALLED 105.17 ACRES
 DOC. NO. 2007002485
 O.P.R.T.C.T.

LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
	IRON ROD WITH "RPLS 6392" CAP FOUND (UNLESS NOTED)
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2007002485
(<.....>)	RECORD INFORMATION PER DOC. NO. 2022156154

 6/10/2024



BEARING BASIS:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000077099614.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**0.3067 ACRES
 ZONING EXHIBIT
 City of Manor,
 Travis County, Texas**

 4WARD <i>Land Surveying</i> <small>A Limited Liability Company</small> PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TBPELS FIRM #10174300	Date:	6/11/2024
	Project:	01517
	Scale:	1" = 60'
	Reviewer:	PRB
	Tech:	CC
	Field Crew:	JC/FH
	Survey Date:	SEP. 2021
Sheet:	2 OF 2	

P:\01517\01517_ZONING EXHIBIT.dwg



METCALFE WOLFF
STUART & WILLIAMS, LLP

TALLEY WILLIAMS
Partner

twilliams@mwswtexas.com
512-404-2234

June 14, 2024

Mr. Scott Dunlop
Development Services Director
105 E Eggleston St.,
Manor, Texas 78653

Via Online Submittal

Re: Application for Rezoning; Approximately 0.3067 acres within the Las Entradas South Project located along the future Gregg Manor Extension and North of Highway 290 in Manor, Texas (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Light Commercial (C-1) to Multi-family 25 (MF-2). The Property is located along the future Gregg Manor Extension and North of Highway 290 in Manor, Texas (see attached Location Map).

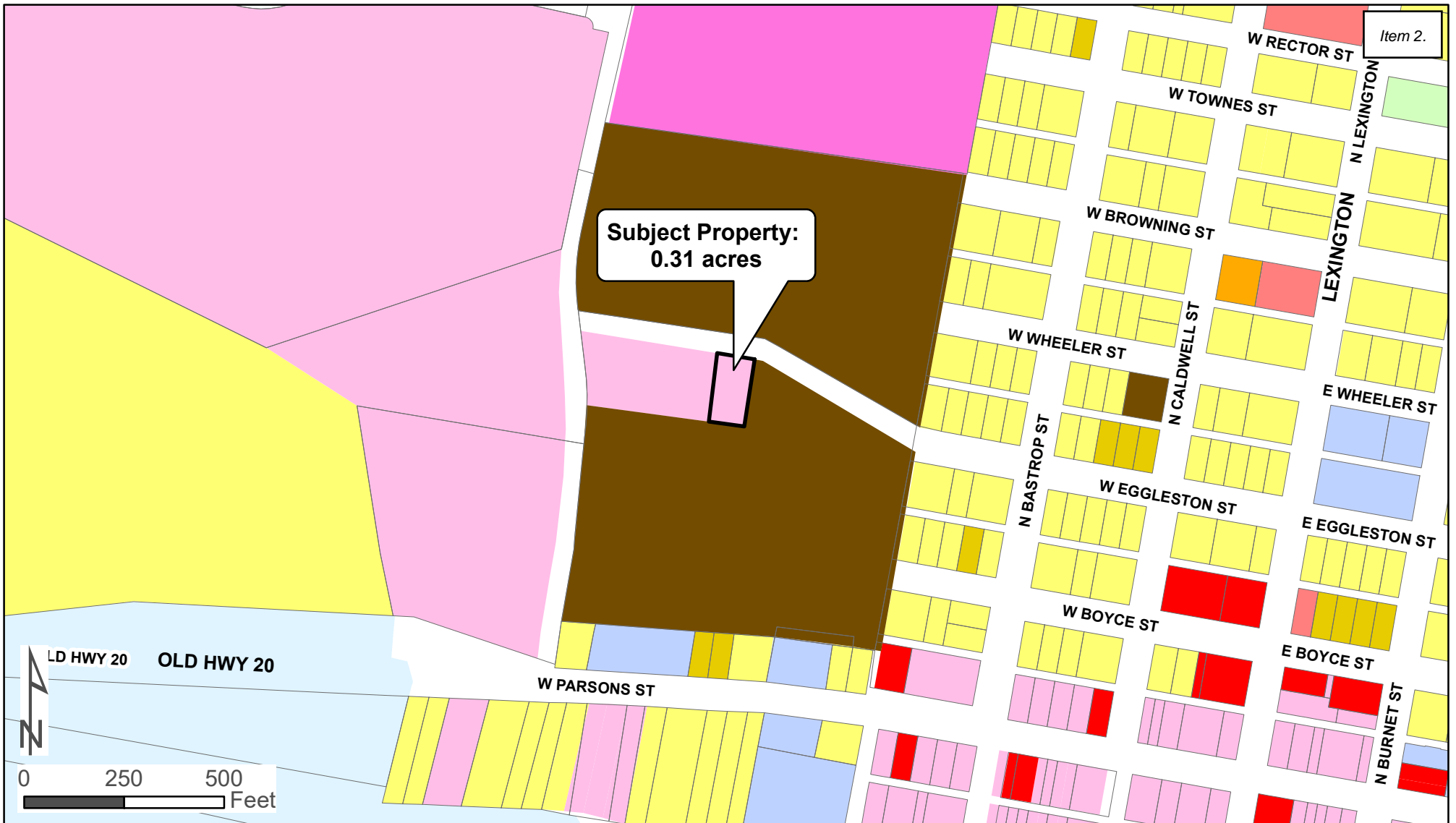
The Property is part of the Las Entradas South Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. With this rezoning the shared parking between the multifamily and commercial sites, will not be required. The Property will provide the parking requirements for the unique multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

Talley Williams



Current:
(C-1) Light Commercial

Proposed:
(MF-2) Multi-Family 25

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ

1803 ft
1803 ft
13295.94 ft²
8
8

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

2) Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Zoning/Land Use. (a) Pursuant to Section 4.3 of the Agreement, zoning of the LE Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City and any re-zoning that is subsequently approved for the LE Property shall allow the LE Property to be developed in accordance with terms and conditions of the Agreement.

(b) To reflect the rezoning of the LESC-2 Parcel, the portion of the Land Use Summary Table attached to the Agreement as Exhibit E-1 solely applicable to the LESC-2 Parcel is hereby deleted and replaced with the following:

Entrada Glen Land Use Summary

Tract	Block	Area (AC)	Use	Units	SF Parking Required*
LESC 2	2A	1.754	Right of Way	n/a	n/a
	2B	1.67	Commercial	tbd at site plan	tbd at site plan
	2C	9.8	Multifamily	Tbd at stie plan	tbd at site plan

Subtotal 13.224

*Up to 40 parking spaces on Block 2B (Commercial) may be jointly used by Block 2C (Multifamily) in order to meet required parking numbers. The shared parking spaces on Block 2B (Commercial) will be constructed concurrently with the development of the multifamily project on Block 2C.

(c) The map/drawing contained on the Land Use Summary Table attached to the Agreement as Exhibit E-1 is hereby amended to add "Exhibit E-1.1" attached hereto and made a part hereof which is solely applicable to the LESC-2 Parcel.

4) Open Space/Parkland. Open Space and Parkland dedication for all of the Property covered by the Agreement has (or will be) satisfied pursuant to Section 4.11 of the Agreement, therefore, the Parties acknowledge and agree that DD&B shall not be required to dedicate any onsite parkland with respect to the LESC-2 Parcel, but will require a fee-in-lieu per section 15.01.001 (C)(8).

June 14, 2024

Scott Dunlop
CITY OF MANOR
105 E. Eggleston Street
Manor, Texas 78653

Re: Authorized Signatory for the Zoning Application – Approximately 0.3067 acres of land, more or less, being out of the James Manor Survey No. 40, Abstract No. 546 in Travis County, Texas, being a portion of a called 13.224 acre tract conveyed to Manor MF, LLC

Dear Mr. Dunlop:

The following letter serves to hereby authorize Talley Williams and Katherine Nicely, both with Metcalfe Wolff Stuart & Williams, LLP (The Agent) listed on this application to act on Owner's behalf during the processing of this zoning request. Mrs. Williams and Mrs. Nicely will be the principal contact with the City in processing this application.

DD&B Construction Inc.,

By: 

Sushil Mehta, President

LOT 1
 MANOR APARTMENTS FINAL PLAT
 DOC. NO. 202100145
 O.P.R.T.C.T.
 OWNER: MANOR APARTMENTS LLC
 DOC. NO. 2019137031 &
 DOC. NO. 2020193110
 O.P.R.T.C.T.

FROM WHICH 1/2" IRON ROD DISTURBED FOUND BEARS S43°49'51"W, 0.07'

"KHA"
 N07°43'12"W 136.73'
 (<N07°40'11"W 136.76'>)

WATER LINE EASEMENT CALLED 1.613 ACRES DOC. NO. 2002188193

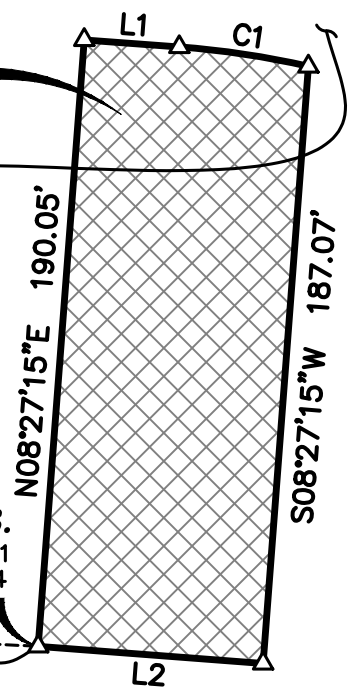
ZONING EXHIBIT
 0.3067 ACRE(S)
 13,360 SQUARE FEET

MANOR MF, LLC
 CALLED 13.224 ACRES
 DOC. NO. 2022156154
 O.P.R.T.C.T.

P.O.C.
 GRID N: 10,099,581.89
 GRID E: 3,170,429.35

P.O.B.
 GRID N: 10,099,543.31
 GRID E: 3,170,741.44

S82°57'15"E 314.49'



JAMES MANOR
 SURVEY NO. 40,
 ABSTRACT
 NO. 546

**0.3067 ACRES
 ZONING EXHIBIT
 City of Manor,
 Travis County, Texas**

4WARD
 Land Surveying
 A Limited Liability Company
 PO Box 90876, Austin Texas 78709
 INFO@4WARDLS.COM (512) 537-2384
 TBPELS FIRM #10174300

Date:	6/11/2024
Project:	01517
Scale:	1" = 60'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/FH
Survey Date:	SEP 60
Sheet:	60



6/26/2024

City of Manor Development Services

Notification for a Rezoning Application

Project Name: Reserves at Las Entradas Additional Area
Case Number: 2024-P-1663-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for the corner of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2). The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).

Applicant: MWSW LLP
Owner: DD&B Construction Inc.

The Planning and Zoning Commission will meet at 6:30PM on July 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on July 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
(T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

Manor MF LLC (1956048)
17B Firstfield Rd. Ste. 203
Gaithersburg MD 20878-1779

MANOR HOUSING PUBLIC FACILITY
(2002094)
105 E EGGLESTON ST
MANOR TX 78653-3463

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of July 3, 2024, Regular Meeting.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- July 3, 2024, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the City Council Meeting minutes as presented.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



**CITY COUNCIL
REGULAR SESSION MINUTES
JULY 3, 2024**

**This meeting was live-streamed on Manor's YouTube Channel
<https://www.youtube.com/@cityofmanorsocial/streams>**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1 (Absent)
Anne Weir, Place 2
Maria Amezcua, Place 3 (Absent)
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Tracey Vasquez, HR Director
Yalondra V. Santana, Heritage & Tourism Manager
Veronica Rivera, Assistant City Attorney

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 Harvey at 7:04 p.m. on Wednesday, July 3, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Harvey gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and opposition to Agenda Items No. 4,5,7 and 10.

No one else appeared at this time.

REPORTS

A. The Manor Community Day & 5K, Update

Derrick White, Founder and Executive Director of Evolution of Health, Corp., discussed the attached PowerPoint presentation and gave an update on the Manor Community Day and 5K Event.

A discussion was held regarding the assistance of the Fire Department ESD No. 12 during the event.

CONSENT

1. Consideration, discussion, and possible action to approve the City Council Minutes.

- June 17, 2024, City Council Special Session; and
- June 18, 2024, City Council Special Session

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve the consent agenda.

There was no further discussion.

Motion to approve carried 5-0

REGULAR AGENDA

2. Consideration, discussion, and possible action on the selection of insurance benefits service providers for employee insurance benefits covering medical, dental, vision, disability, and life insurance.

The city staff recommended that the City Council select United Health Care for the medical benefits provider, and Renaissance for the dental, vision, disability, and life insurance benefits provider; and authorize the City Manager to negotiate individual service contracts with the consultants selected to bring back for consideration and approval by City Council.

HR Director Vasquez presented the attached PowerPoint Presentation.

The discussion of topics were the following:

- RFP Overview
- RFP Vendor Response List
- Basic Life Coverage
- Voluntary Life Coverage
- Vision Benefits
- Dental
- Medical Cost
- Medical Benefits
- Recommendations
- Overall Financial Savings

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to select United Health Care for the medical benefits provider, and Renaissance for the dental, vision, disability, and life insurance benefits provider; and authorize the City Manager to negotiate individual service contracts with the consultants selected to bring back for consideration and approval by City Council.

There was no further discussion.

Motion to approve carried 5-0

3. Consideration, discussion, and possible action to approve a resolution Authorizing the Creation of an Employee Benefits Trust; Designating the City Manager, Finance Director, And Human Resources Director to Be Trustees Of Said Trust; And Authorizing The Trust To Purchase Various Forms Of Insurance For The Benefit Of City Officers, Employees, Qualified Retirees, And Their Dependents.

The city staff recommended that the City Council approve Resolution No. 2024-19 authorizing the creation of an Employee Benefits Trust; Designating the City Manager, Finance Director, and Human Resources Director to be Trustees of Said Trust; and Authorizing the Trust to Purchase Various Forms of Insurance for the Benefit of City Officers, Employees, Qualified Retirees, and Their Dependents.

HR Director Vasquez discussed the proposed Employee Benefits Trust.

A discussion was held regarding clarifying the Trustee's Compensation and reports submitted to the Council

Resolution No. 2024-19: A Resolution of The City Council of The City of Manor, Texas, Authorizing the Creation of an Employee Benefits Trust; Designating the City Manager, Finance Director, and Human Resources Director to be Trustees of Said Trust; and Authorizing the Trust to Purchase Various Forms of Insurance for the Benefit of City Officers, Employees, Qualified Retirees, and Their Dependents.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2024-19 authorizing the creation of an Employee Benefits Trust; Designating the City Manager, Finance Director, and Human Resources Director to be Trustees of Said Trust; and Authorizing the Trust to Purchase Various Forms of Insurance for the Benefit of City Officers, Employees, Qualified Retirees, and Their Dependents.

There was no further discussion.

Motion to approve carried 4-1 (Council Member Deja Hill voted against)

4. Consideration, discussion, and possible action on a resolution creating a youth advisory commission; establishing a youth advisory commission program; approving branding; approving bylaws; approving an application process; selecting and appointing a City staff liaison; and providing for related matters.

The city staff recommended that the City Council approve Resolution No. 2024-20 creating the Manor Youth Advisory Commission; establishing the Manor Youth Advisory Commission program; approving branding; approving bylaws; approving an application process; selecting and appointing a city staff liaison; and providing for related matters.

Heritage & Tourism Manager V. Saltana discussed the proposed Manor Your Advisory Commission Program.

A discussion was held regarding the grade level qualification for membership.

A discussion was held regarding the responsibilities of the appointed staff member.

A discussion was held regarding the commissioner's appointment.

A discussion was held regarding the cost of the program.

A discussion was held regarding the expectations from staff and the Youth Advisory Commission.

Council Member Moreno and Council Member Wallace offered their assistance with the program.

A discussion was held regarding community volunteers who could assist with the program.

City Secretary Almaraz stated that she would be interested in assisting with the program and recommended that the youth committee be established by juniors and seniors only.

Council Member Wallace recommended that the membership be open to ninth graders through senior grade levels.

A discussion was held regarding the branding for the commission.

Resolution No. 2024-20: A Resolution of The City Council of the City of Manor, Texas Creating a Youth Advisory Commission; Establishing a Youth Advisory Commission Program; Approving Branding; Approving Bylaws; Approving an Application Process; Selecting and Appointing a City Staff Liaison; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2024-20 creating the Manor Youth Advisory Commission; establishing the Manor Youth Advisory Commission program; approving branding; approving bylaws; approving an application process; selecting Junior and Seniors for Commissioners and lower grades as resource members and designating the City Manager to select a city staff liaison; providing for related matters; and selecting the following branding for the commission.

Manor Youth Advisory logo:



Manor Youth Advisory icon:



A discussion was held regarding the recruitment period for members.

A discussion was held regarding the proposed budget amount for the program.

There was no further discussion.

Motion to approve carried 5-0

5. Consideration, discussion, and possible action on a naming policy for city-owned property and facilities in the City of Manor.

The city staff recommended that the City Council approve a naming policy for city-owned property and facilities in the City of Manor and authorize the City Manager to execute the policy.

Assistant City Attorney Rivera discussed the proposed naming policy.

A discussion was held regarding the revisions provided by legal.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve a naming policy for city-owned property and facilities in the City of Manor and authorize the City Manager to execute the policy with the revisions provided by city legal.

A discussion was held regarding clarification on the review of applications before action is taken.

MOTION: Upon an amendment made by Council Member Wallace and seconded by Council Member Moreno to add that a presentation be presented before a public hearing or any action is taken.

There was no further discussion.

Motion to approve carried 5-0

6. Second and Final Reading: Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas annexing a 1.222 acre, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, making findings of fact, providing severability clause and an effective date, and providing for open meetings and other related matters.

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 753 of the City of Manor, Texas annexing a 1.222 acre, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, making findings of fact, providing severability clause and an effective date, and providing for open meetings and other related matters.

Development Services Director Dunlop discussed the proposed annexation.

Ordinance No. 753: An Ordinance of the City of Manor, Texas Annexing 1.222 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and other Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the second and final reading of Ordinance No. 753 of the City of Manor, Texas annexing a 1.222 acre, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, making findings of fact, providing severability clause and an effective date, and providing for open meetings and other related matters.

There was no further discussion.

Motion to approve carried 5-0

7. **Second and Final Reading**: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 4.475 acres, more or less, and being located at 16011 E US Hwy 290, Manor, TX from (A) Agricultural to (C-3) Heavy Commercial. *Applicant: Phantastic Endeavor LLC; Owner: Kimley-Horn*

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 754 rezoning one (1) lot on 4.475 acres, more or less, and being located at 16011 E US Hwy 290, Manor, TX from (A) Agricultural to (C-3) Heavy Commercial with the following uses removed: Adult-Oriented Business, Data Center, Light Industrial, Offices Warehouse, Product Development Services (general), Research Services (general), Truck Stop or Travel Center, Vehicle Storage Facility, Gas Station (full service), Gas Station (limited), and Liquor Store.

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance No. 754: An Ordinance of the City of Manor, Texas, Amending the City of Manor Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Heavy Commercial (C-3); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the second and final reading of Ordinance No. 754 rezoning one (1) lot on 4.475 acres, more or less, and being located at 16011 E US Hwy 290, Manor, TX from (A) Agricultural to (C-3) Heavy Commercial with the following uses removed: Adult-Oriented Business, Data Center, Light Industrial, Offices Warehouse, Product Development Services (general), Research Services (general), Truck Stop or Travel Center, Vehicle Storage Facility, Gas Station (full service), Gas Station (limited), and Liquor Store.

A discussion was held regarding the clarification of current zoning uses.

Jeremy Rogers, with Kimley-Horn, introduced Dan, a representative of National Equipment Dealers. He stated that they are a family-owned company and the proposed location would be the 20th location across other states. He stated that they would be hiring about 20 employees for the area.

There was no further discussion.

Motion to approve carried 5-0

- 8. Second and Final Reading: Consideration, discussion, and possible action on the submission of a Specific Use Permit to permit up to 3,860 square feet of medical office and medical clinic in Manor Crossing Block A, Lot 7, being one (1) acre, more or less, and located at the northwest intersection of FM 973 and US HWY 290, Manor, TX. Applicant: Development Collaborative LLC; Owner: Endeavor Real Estate Group, Inc.**

The city staff recommended that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Tower Road Apartments Development and authorize the City Manager to execute the agreement.

Development Services Director Dunlop discussed the proposed Specific Use Permit.

Mayor Harvey discussed the legislative agenda for the city's economic development plan, which included generating sales tax. He would like staff to follow the plan to meet the city's future needs when developments are being reviewed.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve a Specific Use Permit to permit up to 3,860 square feet of medical office and medical clinic in Manor Crossing Block A, Lot 7, being one (1) acre, more or less, and located at the northwest intersection of FM 973 and US HWY 290, Manor, TX.

There was no further discussion.

Motion to approve carried 5-0

- 9. Acknowledge the resignation of Planning and Zoning Commissioner Celestine Sermo, Place No. 5; and declare a vacancy.**

The city staff recommended that the City Council acknowledge the resignation of Planning and Zoning Commissioner Celestine Sermo, Place No. 5; and declare a vacancy.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to acknowledge the resignation of Planning and Zoning Commissioner Celestine Sermo, Place No. 5; and declare a vacancy.

There was no further discussion.

Motion to approve carried 5-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:41 p.m. on Wednesday, July 3, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters to Interview Candidates for appointment to the Planning and Zoning Commission, to fill unexpired terms; Section 551.074 Personnel Matters to deliberate, discuss, and evaluate the employment tiers and duties of City employees; Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD; Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel; Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the 155.050 acre Koether tract; and Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding litigation matter Austin Bocce League vs. City of Manor* at 8:41 p.m. on Wednesday, July 3, 2024.

The Executive Session was adjourned at 10:54 p.m. on Wednesday, July 3, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 10:54 p.m. on Wednesday, July 3, 2024.

10. Consideration, discussion, and possible action on the appointment of commissioners to the Planning and Zoning Commission to fill unexpired terms.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to appoint Gabrielle Orion to the Planning & Zoning Commission, Place No. 3; and Jeffrey Stensland to Place No. 5 to fill the unexpired terms.

There was no further discussion.

Motion to approve carried 5-0

11. Consideration, discussion, and possible action on a resolution requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas consisting of a 155.050-acre tract, more or less, to the extraterritorial jurisdiction of the City of Manor, Texas.

Resolution No. 2024-21: A Resolution of the City Council of The City of Manor, Texas, Requesting the Release of a Portion of the Extraterritorial Jurisdiction of the City of Austin, Texas to the Extraterritorial Jurisdiction of the City of Manor, Texas.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2024-21 requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas consisting of a 155.050-acre tract, more or less, to the extraterritorial jurisdiction of the City of Manor, Texas.

There was no further discussion.

Motion to approve carried 5-0

12. Consideration, discussion, and possible action on a resolution providing for approval of the letter agreement for litigation services; authorizing the City Manager to execute the letter agreement; and providing for related matters.

The city staff recommended that the City Council approve Resolution No. 2024-22 approving the letter agreement with Fletcher, Farley, Shipman & Salinas, L.L.P. for litigation services; authorizing the City Manager to execute the letter agreement; and providing for related matters.

Resolution No. 2024-22: A Resolution of The City of Manor, Texas, Providing for Approval of The Letter Agreement for Litigation Services; Authorizing the City Manager to Execute the Letter Agreement; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Resolution No. 2024-22 approving the letter agreement with Fletcher, Farley, Shipman & Salinas, L.L.P. for litigation services; authorizing the City Manager to execute the letter agreement; and providing for related matters.

There was no further discussion.

Motion to approve carried 5-0

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 11:01 p.m. on Wednesday, July 3, 2024.

The Manor City Council approved these minutes on July 17, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



JUNE 8, 2024

MANOR COMMUNITY DAY & 5K

KEEPING MANOR HEALTHY!

 **CENTRAL HEALTH**

 **GBA**


MANOR
EST. TEXAS 1872
People. Principles.
Purpose. Partnerships.


EOH
Evolution of Health

BLACK
MEN'S HEALTH CLINIC

100
BLACK
MEN
of Austin, Inc.

2024 Manor Community Day & 5K Report

AGE GROUP	COUNT	PERCENTAGE
Under 18	7	7.78%
Ages (18 - 29)	14	15.56%
Ages (30 - 39)	32	35.56%
Ages (40 - 49)	20	22.22%
Ages (50 - 64)	15	16.67%
Over 65	2	2.22%
Total	90	100%

Gender Breakdown

Past Year

Female (61%) Male (39%)

REGISTRATION CITY	REGISTRATION COUNT
Manor	44
Austin	14
Pflugerville	9
Elgin	6
Round Rock	3
Bastrop	2
Del Valle	2
Hutto	2
Leander	2
Cedar Park	1
Fort Worth	1
Georgetown	1
Kempner	1
Kyle	1

REGISTRATION CITY	REGISTRATION COUNT
Nt	1
Total Registrations	90

Donations

DONATION AMOUNT	NUMBER OF DONATIONS	TOTAL
\$5.00	2	\$10.00
\$10.00	1	\$10.00
\$25.00	4	\$100.00
\$30.00	1	\$30.00
\$50.00	2	\$100.00
\$75.00	1	\$75.00
\$100.00	1	\$100.00
\$500.00	1	\$500.00

First Name	Last Name	Amount	Amount Paid	Processing Fee	Amount After Fees	Donation Level
Clara	Saenzpardo	\$50.00	\$52.00	\$2.00	\$50.00	Crunches
Karl	Spencer	\$100.00	\$104.00	\$4.00	\$100.00	Burpee
Gloria	Aguilar	\$10.00	\$10.40	\$0.40	\$10.00	
Larilyn	Brown-Ramirez	\$5.00	\$5.20	\$0.20	\$5.00	
Tony	Ellis	\$500.00	\$520.00	\$20.00	\$500.00	Burpee
Demetria	Bedford	\$25.00	\$26.00	\$1.00	\$25.00	Push Up
Jan	Ward	\$30.00	\$31.20	\$1.20	\$30.00	Push Up
Meghan	Gallagher	\$25.00	\$26.00	\$1.00	\$25.00	Push Up
Elizabeth	Alford	\$50.00	\$52.00	\$2.00	\$50.00	Crunches
LauRelle	Coleman	\$25.00	\$26.00	\$1.00	\$25.00	Push Up
Isaias	Alvarado	\$5.00	\$5.20	\$0.20	\$5.00	
Melanie	Griffin-Hamlin	\$25.00	\$26.00	\$1.00	\$25.00	Push Up
Coretta	Briscoe	\$75.00	\$78.00	\$3.00	\$75.00	Squat

* Highlighted donations are from donors referred by the Black Men's Health Clinic.

Transaction Breakdown

CATEGORY	PROFIT
Registrations	\$2,708.00
Donations	\$925.00



RFP Analysis & Recommendations

City of Manor

July 3, 2024



Presented by:

Brett Bowers, MBA
Employee Benefits Specialist

Alison Gomaa
Account Manager

Gladys Reichert
Public Sector Marketing Assistant

RFP Overview



City of Manor

RFP Data

Proposal Number: # COM-2024
 Title: Employee Benefits - Request for Proposal
 Issue Date: April 23, 2024

Proposal Due

Date: Friday, May 24, 2024
 Time: 2:00 p.m. CST

Email to be delivered to:
 HUB International
 Attn: Gladys Reichert
 Email: Gladys.reichert@hubinternational.com

On behalf of the City, HUB will receive written and sealed proposals for:

- Fully Insured Medical, Dental and Vision
- Basic Life/AD&D
- Vol Life/AD&D
- Long Term Disability

**VENDOR SELECTION CRITERIA
 (INSURANCE COMPANY – ALL COVERAGES)**

The objective of the evaluation for proposals will be to select the provider whose proposal is most responsive to the City's relating importance, price, and other factors considered:

- I. **Cost (30%)**
 - a) Fixed Costs: includes insurance costs and administrative costs
 - b) Variable Costs: costs stated as a percentage of paid claims, cost management (i.e., shifting of more/less workload to City of Saginaw's staff)
 - c) Ability to reduce claims expense
- II. **Claims Processing (20%)**
 - a) Turnaround time excluding review of claims
 - b) Pended claims procedures
 - c) Statistical accuracy
 - d) General service procedures
 - e) Willingness to contractually establish performance criteria
- III. **Financial Stability (20%)**
 - a) Insurance Company, AM Best Rating
 - b) Financial Platform/Administration
- IV. **Claims Management Reports (10%)**
 Frequency and format of claims reports are the utmost importance.
- V. **Integrated Systems / Technology Initiative (10%)**
 Integrated systems linked to database are integral to the provider selection. The following components make up the whole of an integrated system:
 - a) Eligibility
 - b) Utilization review
 - c) Claims function
 - d) Claims payment
 - e) Electronic claims inquiry
 - f) Internet based enrollment/eligibility/wellness/links to PPO or EPO networks
- VI. **Communication (5%)**
 - a) Educational material for employees
 - b) Summary Plan Description capabilities
 - c) Administrative kits for locations
 - d) Bilingual capability
- VII. **References (5%)**
 - a) Active and terminated references
 - b) Past relationship with the City
 - c) Recognition/reputation of proposer

RFP Vendor Response List

Carrier	Medical	Dental	Vision	Life &	LTD	AM Best	Response?
Aetna						A	Declined
Ameritas		x	x			A+	
Avesis			x			A	
BCBS TX	x	x	x	x	x	A+	
BSW Health	x					N/A	
CEC Vision			x			N/A	
Cigna	x	x	x	x	x	A	
Lincoln Financial (RSIL)		x					Declined
Mutual of Omaha		x	x	x	x	A	
New York Life		x	x	x	x	A++	
NVA							Declined
Ochs inc			x	x		A++	
Principal			x	x	x	A	
Renaissance Family		x	x	x	x	A	
RSLI							Declined
Standard				x	x	A	
Sunlife		x	x	x	x	A-	
Symetra							Declined
TX Health Benefit Pool	x	x	x	x	x	N/A	
United Healthcare	x	x	x	x	x	A+	
Unum							Declined

Basic Life Coverage

BASIC LIFE BENEFITS	The Standard / Texas Health	Renaissance
	CURRENT / RENEWAL	PROPOSED
Class Description	All Active Full time Employees	All Active Full time Employees
Definition of Earnings	Base Annual Earnings	Base Annual Earnings
Basic Life Schedule	\$10,000	\$10,000
Guarantee Issue Amount	\$10,000	\$10,000
Age Reduction Schedule	70-74, 60% 75-79, 40% 80+, 30% Rounded to hnext higher \$1,000	70-74, 60% 75-79, 40% 80+, 30% Rounded to hnext higher \$1,000
Terminates at Retirement	Yes	Yes
Waiver of Premium	Not Included	age 65
Accelerated Death Benefit	75%	75%
Conversion	Included	Included
Portability	Included	Included
BASIC AD&D BENEFITS		
Class Description	All Active Full time Employees	All Active Full time Employees
Definition of Earnings	Base Annual Earnings	Base Annual Earnings
Basic AD&D Schedule	Matches Basic Life	Matches Basic Life
Maximum Benefit	Matches Basic Life	Matches Basic Life
Age Reduction Schedule	Matches Basic Life	Matches Basic Life
Seatbelt	Included	Included
Air Bag	Included	Included
	CURRENT / RENEWAL	PROPOSED
Volume	\$1,010,000	\$1,010,000
EE Rate (per \$1,000) - Life	\$0.194	\$0.168
EE Rate (per \$1,000) - AD&D	\$0.040	\$0.040
Monthly Premium	\$236.34	\$210.08
Annual Premium	\$2,836.08	\$2,520.96
\$ Change from Current		-\$315.12
% Change from Current		-11%
Other		
Rate Guarantee		2 Yrs.
Effective Date	8/1/2023	8/1/2024
Actively at work takeover provision		Employees on leave must be reported

Note: This is a brief summary and not intended to be a contract.

Voluntary Life Coverage

VOLUNTARY LIFE & AD&D	The Standard / Texas Health	Renaissance
	CURRENT	PROPOSED
Class Description	All Active Full time Employees	All Active Full time Employees
Definition of Earnings	Base Annual Earnings	Base Annual Earnings
Employee Life Schedule	Increments of \$10,000	Increments of \$10,000
Employee Maximum Benefit	\$300,000 or 3 times Base Annual Earnings	\$300,000 or 3 times Base Annual Earnings
Employee Guarantee Issue Amount	\$150,000 or 3 times Base Annual Earnings	\$100,000
Spouse Maximum Benefit	\$150,000 in increments of \$5,000. Not to exceed 50% of employee	\$150,000 in increments of \$5,000. Not to exceed 50% of employee
Spouse Guarantee Issue Amount	\$25,000	\$50,000
Child Maximum Benefit	\$10,000	\$10,000
Age Reduction Schedule	70-74, 60% 75-79, 40% 80+, 30% Rounded to next higher \$1,000	Age 70 reduces to 50%
Accelerated Death Benefit	75%	75%
Conversion	Included	Included
Portability	Included	Included
FINANCIALS (per \$1,000)	CURRENT	PROPOSED
Age	Rate Applies to Employee	Rate Applies to Employee + Spouse
<20	0.041	0.021
20-24	0.041	0.021
25-29	0.041	0.021
30 – 34	\$0.052	\$0.032
35 – 39	\$0.091	\$0.071
40 – 44	\$0.129	\$0.109
45 – 49	\$0.198	\$0.178
50 – 54	\$0.332	\$0.312
55 – 59	\$0.595	\$0.575
60 – 64	\$0.913	\$0.893
65 – 69	\$1.513	\$1.493
70 or over+	\$2.430	\$2.410
Children	\$0.29	\$0.27
AD&D	Included	\$0.02
Effective Date	8/1/2023	8/1/2024
Rate Guarantee		2 Years
Minimum Participation		20%
Actively At Work		Employees on Leave to be reported
True Open Enrollment		Yes
Grandfather Current Amounts		Yes but will need to run elections by UW since not provided in RFP
Annual Coverage Increase		\$10k each year up to GI for EE's

Note: This is a brief summary and not intended to be a contract.

Vision Benefits

VISION BENEFITS		Avesis	Avesis	Renaissance Life
Eye Exam	Network	\$10	\$10	\$10
	Non-Network	\$35 Allowance	\$35 Allowance	\$45 Allowance
Frames/ Lenses, and/or Contacts		CURRENT	CURRENT	PROPOSED
Single Vision	Network	\$10	\$10	\$10
	Non-Network	\$25 Allowance	\$25 Allowance	\$30 Allowance
Bifocal Lenses	Network	\$10	\$10	\$10
	Non-Network	\$40 Allowance	\$40 Allowance	\$50 Allowance
Trifocal Lenses	Network	\$10	\$10	\$10
	Non-Network	\$50 Allowance	\$50 Allowance	\$65 Allowance
Frames	Network	\$10 Copay/ \$50 Wholesale + \$150 Retail	\$10 Copay/ \$50 Wholesale + \$150 Retail	\$10 Copay/ \$150 Max + 20%
	Non-Network	\$45 Allowance	\$45 Allowance	\$70 Allowance
Medically Necessary Contacts- 1 year supply	Network	\$0 per set	\$0 per set	\$0 per set
	Non-Network	\$250 Allowance	\$250 Allowance	\$210 Allowance
Elective Contacts-1 year supply	Network	\$130 Max	\$130 Max	\$150 Max
	Non-Network	\$110 Allowance	\$110 Allowance	\$105 Allowance
Exam Frequency		12 Months	12 Months	12 Months
Lens Frequency		12 Months	12 Months	12 Months
Frames Frequency		24 Months	24 Months	12 Months
Network		Avesis	Avesis	VSP Choice
RATES		CURRENT	RENEWAL	PROPOSED
Employee Only	68	\$6.51	\$9.37	\$5.98
Employee + 1	12	\$12.63	\$17.98	\$11.96
Employee + Child	5	\$12.63	\$17.98	\$12.79
Employee & Family	12	\$18.90	\$27.08	\$20.45
FINANCIALS				
Monthly Premium		\$884.19	\$1,267.78	\$859.51
Annual Premium		\$10,610.28	\$15,213.36	\$10,314.12
\$ Change from Current			\$4,603.08	-\$296.16
% Change from Current			43%	-3%
Effective Date		8/1/2023	8/1/2024	8/1/2024
Rate Guarantee			4 Yrs	2 Yrs
Participation Requirements			N/A	2 enrolled

Note: This is a brief summary and not intended to be a contract.

Dental

DENTAL BENEFITS	Texas Health Dental III CURRENT	Texas Health Dental III RENEWAL	Renaissance PROPOSED
Annual Deductible	\$50 individual / \$150 family	\$50 individual / \$150 family	\$0
Type A – Preventive Care	No Waiting Period	No Waiting Period	No Waiting Period
Deductible	None	None	None
(2) Oral Exams per calendar year	No Cost	No Cost	No Cost
(2) Fluoride treatments-children under 18 per calendar year	No Cost	No Cost	No Cost
(2) Cleanings per calendar year	No Cost	No Cost	No Cost
Sealants for children under 13	No Cost	No Cost	No Cost
Full mouth X-ray 1 series in a (60) consecutive month period	No Cost	No Cost	No Cost
Periapical and Intraoral X-rays	No Cost	No Cost	No Cost
Bitewings X-rays once per calendar year	No Cost	No Cost	No Cost
Type B – Basic Restorative	No Waiting Period	No Waiting Period	No Waiting Period
Coinsurance	20%	20%	20%
Emergency Exams	20%	20%	20%
Anesthesia	20%	20%	20%
Periodontics	20%	20%	20%
Oral Surgery	20%	20%	20%
Type C – Major Restorative	No Waiting Period	No Waiting Period	No Waiting Period
Coinsurance	50%	50%	50%
Dental Implants	50%	50%	50%
Removable / fixed bridge-work	50%	50%	50%
Partial or complete dentures	50%	50%	50%
Orthodontic Lifetime Maxium	\$3,000 Child (up to 19)	\$3,000 Child (up to 19)	\$3,000 Child (up to 19)
Dental Annual Maximum	\$2,000	\$2,000	\$2,000
Usual Reasonable & Customary	90th Percentile	90th Percentile	90th Percentile

FINANCIALS		CURRENT	RENEWAL	PROPOSED
Employee Only	79	\$40.66	\$44.46	\$35.78
Employee & Spouse	9	\$83.46	\$87.46	\$73.44
Employee & Child(ren)	7	\$87.74	\$91.74	\$77.21
Employee & Family	4	\$124.80	\$128.80	\$109.82
Monthly Premium		\$5,076.66	\$5,456.86	\$4,467.33
Annual Premium		\$60,919.92	\$65,482.32	\$53,607.96
\$ Change from Current			\$4,562.40	-\$7,311.96
% Change from Current			7%	-12%
Participation Requirements		100%	100%	75%
Employer Contribution Requirements		100%	100%	100%
Rate Guarantee		1 Year	1 Year	2 Years
Effective Date		8/1/2023	8/1/2024	8/1/2024

Note: This is a brief summary and not intended to be a contract.

Medical Cost

MEDICAL BENEFITS	PPO	Texas Health PPO	Texas Health PPO	United Healthcare PPO	Baylor Scott & White PPO
FINANCIALS	EE's	CURRENT	RENEWAL	PROPOSED	PROPOSED
Employee Only	69	\$765.30	\$693.62	\$665.76	\$708.82
Employee & Spouse	12	\$1,553.56	\$1,374.06	\$1,351.50	\$1,438.92
Employee & Child(ren)	13	\$1,346.92	\$1,195.68	\$1,171.74	\$1,247.53
Employee & Family	8	\$2,257.56	\$1,981.84	\$1,963.95	\$2,090.98
	102				
Monthly Premium		\$107,019	\$95,747	\$93,100	\$99,121
Annual Pemium		\$1,284,226	\$1,148,965	\$1,117,196	\$1,189,456
\$ Change from Current		n/a	(\$135,261.60)	(\$167,030.40)	(\$94,770.12)
% Change from Current		n/a	-10.5%	-13.0%	-7.4%
Less Premium Tax: .0175%				Excludes Premium Tax: Benefit Trust	Excludes Premium Tax: Benefit Trust

\$8,000 Tech Credit

1st Month Premium Holiday

Gain Share Program

Medical Benefits

MEDICAL BENEFITS		Texas Health PPO Copay 750-5k ER	UHC PPO DQ6U Rx: Z9
Deductible In-Network Non-Network		\$750 Ind./ \$1,500 Fam. \$1,500 Ind./ \$3,000 Fam.	\$750 Ind./ \$1,500 Fam. \$5,000 Ind./ \$10,000 Fam.
Out Of Pocket Max In-Network Non-Network		Includes Ded. / Copays / Coinsurance \$5,000 Ind./ \$10,000 Fam. Unlimited	Includes Ded. / Copays / Coinsurance \$4,000 Ind./ \$8,000 Fam. \$10,000 / \$20,000
Coinsurance In-Network		20%	20%
Telemedicine		\$0	\$0
Physician Office Visit In-Network		\$30	\$25 / \$0 Children <19
Specialist Office Visit In-Network		\$60	\$25/\$50
Outpatient Lab, X-ray In-Network		included in OV	included in OV
Major Imaging In-Network		Ded./ 20%	Ded./ 20%
RehabTherapy PT / OT / ST In-Network		\$60	\$60
Emergency Room In-Network		\$500/ 20%	\$500/ 20%
Urgent Care In-Network		\$75	\$50
Prescriptions Network Retail Pharmacy Network Mail Order Preventive Generic Mac A/ ST /QL / PA		\$10/\$20/\$70/\$120/\$150/\$250 3 \$0 Copay Included	\$15/\$45/\$80 3 \$0 Copay Included
Participation Requirements		100%	70%
Effective date		8/1/2024	8/1/2024

Note: This is a brief summary and not intended to be a contract.

Recommendations

Basic Life-

Renaissance' s offer is a decrease of **-11% under** current for comparable life benefits and includes a **2-Year** rate guarantee to August 2026.

Voluntary Life –

Renaissance' s offer **matches current costs** for comparable voluntary life benefits and includes a **2-Year** rate guarantee to August 2026

Dental –

Renaissance' s offer is a decrease of **-12% under** current for comparable dental benefits and includes a **2-Year** rate guarantee to August 2026.

Vision –

Renaissance' s offer is a increase of **-3% under** current for **better plan of plan** of benefits and includes a **2-Year** rate guarantee to August 2026.

- Frames available every 12 months vs. 24 months

Recommendations

Medical -

UHC's offer is a decrease of **-13% under** current for improved benefits.

- Out-of-Pocket maximum improves to \$4,000 vs. \$5,000
- \$8,000 Tech Credit



Overall Financial Savings: Current vs. Proposed

	Basic Life	Voluntary Life	Long Term Disability	Vision	Dental	Medical	Annual Savings Total
Current	\$2,836	\$0	\$0	\$2,836	\$60,919	\$1,284,226	
Proposed	\$2,520	\$0	\$0	\$2,521	\$53,608	\$1,117,196	
	\$316	\$0	\$0	\$315	\$7,311	\$167,030	\$174,972.08

Improved Basic Life	STD	LTD	Reserve Fund	Benefit Admin System	Cost for Optional Improvements
-\$3,012	-\$20,000	-\$20,000	-\$75,000	\$0	-\$118,012.00

One time tech Credit

\$8,000

Annual Savings Total	\$56,960
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- ❑ Recommendation is to save \$75,000 in the benefit trust thereby establishing a reserve/rate stabilization fund designated for Employee Benefits.



HUB

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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the June 2024 City Council Monthly Reports.

BACKGROUND/SUMMARY:

- Dr. Christopher Harvey - Mayor
- Emily Hill – Mayor Pro Tem
- Anne Weir – Council Member, Place 2
- Maria Amezcua – Council Member, Place 3
- Sonia Wallace – Council Member, Place 4
- Aaron Moreno – Council Member, Place 5
- Deja Hill – Council Member, Place 6

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- June 2024 City Council Monthly Reports

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the June 2024 City Council Monthly Reports.

Manor City Council Monthly Report

Name: Dr. Christopher Harvey Place/Position Mayor

Start Date: June 1, 2024 End Date: June 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	5, 18	Regular city council meeting

Other Meetings

Type of Meeting	Date	Description
Manor Housing Public Facility Corporation	18	Public facility meeting – review 2 projects
Central Texas Housing Innovation	4	Panel discussion

Other

Type	Date	Description
Manor 5k	8	2 nd Annual 5K
Juneteenth	19	Attended the event

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Community Collaborative Meeting	Yes	9		Met to discussion Mayor's ball
Economic Development	Yes	4		Economic development
Economic Development	Yes	20		Dalfen group

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Community Collaborative Meeting	Yes	10, 26		Subcommittee meeting Regular committee meeting

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
City of Austin	12	Meeting with Mayor Watson to discuss regional land projects

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

Start Date: June 1, 2024 End Date: June 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council meeting	06/05/2024	General City Council meeting
Council meeting	06/18/2024	General City Council meeting/Special Session

Other Meetings

Type of Meeting	Date	Description
Workshop	06/01/2024	Catalyst (Council & P/Z)
Special session	06/17/2024	City Council special called session

Other

Type	Date	Description
Manor Community Day & 5k run	06/08/2024	Community run for wellness
Manor Housing	06/18/2024	Manor Housing Public Facility Corporation

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public Safety Committee	Yes	None for this month.		

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Mayors Community Collaborative	No	06/26/2024		

Other

Type	Date	Description
Juneteenth	06/19/2024	Juneteenth celebration at Manor New Tech

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
ATX Mobility	06/26/2024	Intersections in Transit/ATX Mobility/Where and how this transit is going to affect Austin and surrounding areas. (Panel discussion) They didn't provide documentation for attendance.

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: Anne Weir Place/Position Place 2

Start Date: June 1, 2024 End Date: June 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
III	*Request budget funding as necessary Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
IV	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
1	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Regular Meeting	June 5, 2024	Business & economic, social & general concerns of the city
City Council	June 17, 18, 2024	Scheduled Monday & Tuesday due to Juneteenth Holiday

Other Meetings

Type of Meeting	Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee Meeting	YES	June 5, 2024	July 2024	Discussed the upcoming health survey for the City

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
Intersections in Transit	June 26, 2024	State Rep. Sarah Eckhardt - ATX Panelist discuss & take questions on the future of Austin Mobility / Transit + Connect

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: **Maria Amezcua** Place/Position **Place 3**

Start Date: 06/01/2024 End Date: 06/30/2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council Meeting	6/5 6/19	Regular Meeting Cancelled & Rescheduled Meeting
Special Called Meeting	6/17 6/18	Special Called Session Special Called Session
Manor Housing Public Facility Corporation	6/18	Regular Meeting
Workshop	6/1/2024	Joint P&Z workshop

MANOR
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City Council

To view archived agendas and minutes, please click here.

All Meetings	Board of Adjustments (BOA)	Charter Review Commission	City Council	Community Impact Fee (CIF) Advisory Committee	Comprehensive Plan Advisory Committee (CPAC)
	Ethics Commission	Planning & Zoning (P&Z) Commission	Tax Increment Reinvestment Zone (TIRZ) 1 Board	Manor Housing Public Facility Corporation	

Meeting	Date	Time	Agenda	HTML Agenda	Packet	HTML Packet	Minutes	Video/Audio
City Council Regular Meeting	7/3/2024	7:00 PM						
City Council Regular Meeting - Cancelled and Rescheduled	6/19/2024	7:00 PM						
City Council Called Special Session	6/18/2024	7:00 PM						
City Council Called Special Session	6/17/2024	7:00 PM						
City Council Regular Meeting	6/5/2024	7:00 PM						
City Council & Planning and Zoning Commission Joint Workshop	6/1/2024	9:00 AM						

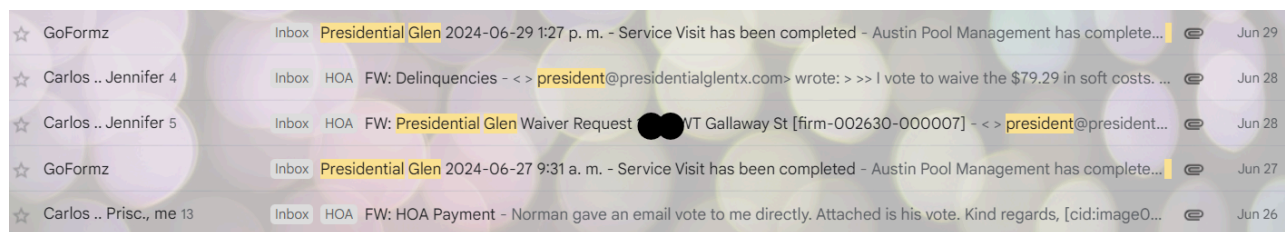
- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:Presidential Glen	6/3	Annual Meeting Planning
	6/10	Annual Meeting Planning
	6/14	Pool Request
	6/17	Pool Service Report
	6/18	Pool Service Discussion
	6/19	Pool Service Report
	6/20	Pool Service Report
	6/22	Pool Service Discussion
	6/24	Fee Waiver Discussion
	6/25	Annual Meeting Planning
	6/25	Pool Service Report
	6/26	Fee Waiver Request
	6/26	Fee Waiver Request
	6/26	Fee Waiver Request
	6/27	Pool Service Report
	6/28	Fee Waiver Request
6/28	Delinquencies	
6/29	Pool Service Report	
Other:		



Carlos .. Prisc., me 13	Inbox	HOA FW: HOA Payment - Norman gave an email vote to me directly. Attached is his vote. Kind regards, [cid:image0...	Jun 26
Carlos .. Priscilla 4	Inbox	HOA FW: Fwd: Credit Memo Waiver Request - APMG- Presidential Glen >> >> #4-32 >> ...	Jun 26
GoFormz	Inbox	Presidential Glen 2024-06-25 5:12 PM - Service Visit has been completed - Austin Pool Management has completed ...	Jun 25
Jennifer, Norman 3	Inbox	Presentation For Annual Meeting - Hello, I was responsible for putting together a presentation for the annual meetin...	Jun 25
Carlos .. Ashley 9	Inbox	HOA Fwd: Account - Fairbanks in Presidential Glen HOA. Please advise how the Board would like to proceed...	Jun 24
GoFormz 2	Inbox	Presidential Glen 2024-06-22 2:55 PM - Service Visit has been completed - Austin Pool Management has completed ...	Jun 22
GoFormz	Inbox	Presidential Glen 2024-06-20 12:59 p. m. - Service Visit has been completed - Austin Pool Management has complet...	Jun 20
Carlos .. Jennifer 7	Inbox	HOA Fwd: Presidential Glen 2024-06-15 11:06 a. m. - Service Visit has been completed - >> president@presidentialgl...	Jun 19
GoFormz	Inbox	Presidential Glen 2024-06-18 2:01 PM - Service Visit has been completed - Austin Pool Management has completed ...	Jun 18
GoFormz .. Carlos 5	Inbox	HOA Presidential Meadows 2024-06-15 10:38 a. m. - Service Visit has been completed - was for Presidential Glen . _...	Jun 17
Priscilla .. Carlos 11	Inbox	HOA Pool Requests - All, Per AMA, the new controller is still being delivered, has not arrived yet. Scheduled to arrive	Jun 14
me, Gloria, Carlos 5	Inbox	HOA meeting for Presidential Glen - meeting for Presidential Glen Sounds great. 👍 Get Outlook for iOS _____...	Jun 10
Carlos .. Jennifer 6	Inbox	HOA APMG: Annual Meeting - Mailer - Hi Maria, Thanks! I didn't see an email to the rep, are you able to provide an u...	Jun 3

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: Sonia Wallace Place/Position Council Member 4

Start Date: June 01, 2024 End Date: June 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Meeting	06/05/24	
Special called session	06/17/24 06/18/24	

Other Meetings

Type of Meeting	Date	Description
P&Z joint workshop/ w council	06/01/24	

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Parks meeting	Yes	06/25/24	07/2024	Discussion on a setback for our grant application. As well as a historical marker for our veterans wall

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description
Intersections in transit the future of ATX mobility	06/26/24	Round Table with Senator Sarah Eckhardt, Jose Vela "Chito", Lonny Stern, Brittney Rodriguez, and Bill McCamley

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Other

Type	Date	Description

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: Aaron W Moreno Place/Position Place 5

Start Date: June 1, 2024 End Date: June 30, 2024

A completed form MUST be turned in monthly report-submission deadline provided by the City Secretary, or compensation for the prior month will be forfeited.

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly – October, January, April, July)
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year
IV	TML Region - 10 Board Member, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and providing an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions

Type of Meeting	Date	Description
Regular council meeting	6/5/24	Attended the regular city council meeting
City council called special session	6/17/24	Attended the called special session on Monday.
Type of Meeting	Date	Description
City council called special session	6/18/24	Attended the called special session before Juneteenth.
PFC meeting	6/18/24	Attended the Public Facility Corp meeting.

City Council Workshops

Type of Meeting	Date	Description
Downtown Infill Zoning & planning workshop with Catalyst	6/1/24	Attended the workshop with P&Z.

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly - October, January, April, July)

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Parks Committee meeting	No	6/25/24		Discussed the future of Timmermann park and requested a presentation to city council on an update and a path forward for our parks.

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year

State/County Meetings

Type of Meeting	Date	Description
Greater Austin Cybersecurity	6/4/24	Attended A round table with local leaders and professionals in the cybersecurity field. We learned and discussed best practices and resources that can better prepare and defend our municipalities on potential cyber attacks.
Intersections in transit	6/26/24	Attended the Future of ATX Mobility panel and discussion with key stake holders such as CapMetro, Austin City Council, Greater Austin Hispanic Chamber of Commerce and Senator Sarah Eckhart. We heard the future of Austins transportation efforts and how that might effect surrounding communities. We advocated for better transit for the city of Manor and made the necessary connection and learned about potential resources for better public transportation for our community.

Community Meetings (minimum of 2 per year)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

Texas Municipal League (TML)

Type	Date	Description	Hours

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Manor City Council Monthly Report

Name: Deja Hill Place/Position Place 6

Start Date: June 1, 2024 End Date: June 30, 2024

A completed form MUST be turned in monthly report-submission deadline provided by the City Secretary, or compensation for the prior month will be forfeited.

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly – October, January, April, July)
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at the Texas Municipal League (TML) Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours per year
IV	TML Region - 10 Board Member, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and providing an update to City Council is a requirement

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

City Council Meetings/Special Called Sessions

Type of Meeting	Date	Description
City Council	6/17/2024	Special Session
City Council	6/18/2024	Special Session

City Council Workshops

Type of Meeting	Date	Description
City Council & P&Z Commission	6/1/2024	Joint Workshop Session

Other

Type	Date	Description

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the June 2024 Departmental Reports.

BACKGROUND/SUMMARY:

- Finance – Belen Peña, Finance Director
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court – Sofi Duran, Court Administrator
- Public Works – Matt Woodard, Director of Public Works
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- June 2024 Department Monthly Reports

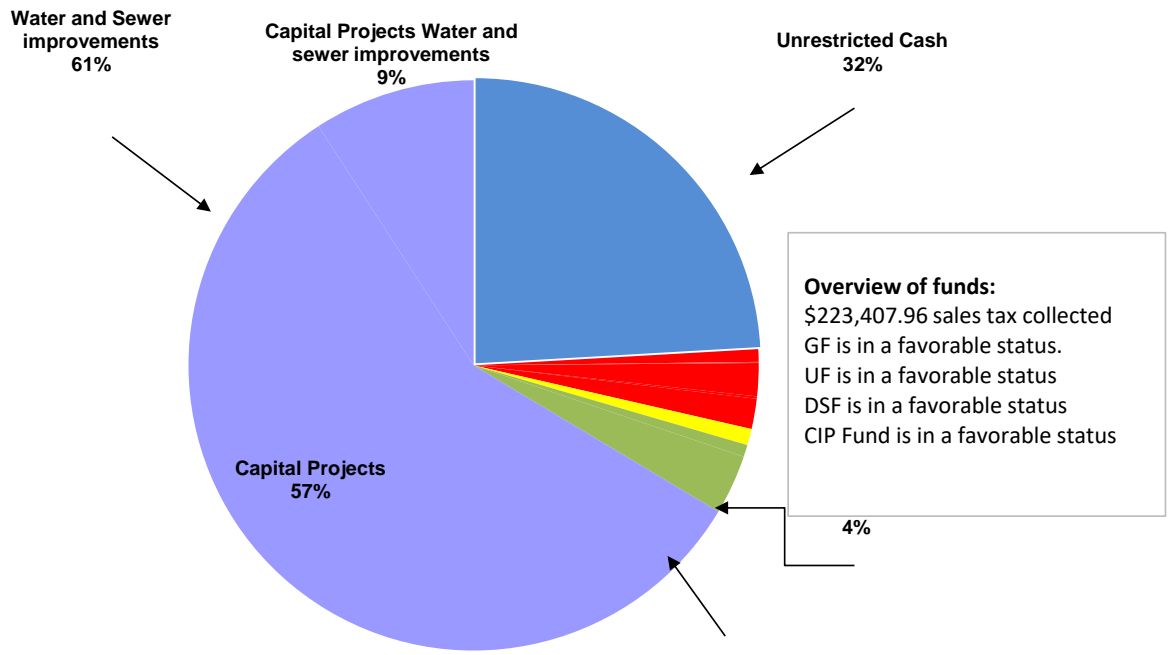
STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the June 2024 Departmental Reports.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
 As Of June, 2024

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	10,168,879	13,682,595				23,851,474
Restricted:						
Tourism				705,615		705,615
Court security and technology	64,296					64,296
Rose Hill PID				1,850,733		1,850,733
Manor Heights TIRZ				131,030		131,030
Lagos PID				1,697,057		1,697,057
Entrada Glen PID				9,705		9,705
Customer Deposits		907,812				907,812
Park	672,418					672,418
Debt service			3,351,426			3,351,426
Capital Projects					56,701,908	56,701,908
Water and sewer improvements				9,067,064		9,067,064
TOTAL CASH AND INVESTMENTS	\$ 10,905,594	\$ 14,590,407	\$ 3,351,426	\$ 13,461,204	\$ 56,701,908	\$ 99,010,538









Manor Police Department

Monthly Report June 2024



Manor Police Department By The Numbers

	1509 Number of calls for service	50 Average calls per day
	Total Training Hours	734
	Mental Health Calls	7
	Juvenile Detentions	4

* Includes academy training hours

Interactions



17

Community Events

12

Hosted Events

5

External Events



0:02:21

Average response time



2.5

The average number of people an officer interacts with per call.

1.67

The average number of people an officer interacts with per stop.



2233

The estimated number people officers interact with on calls alone.

1,047

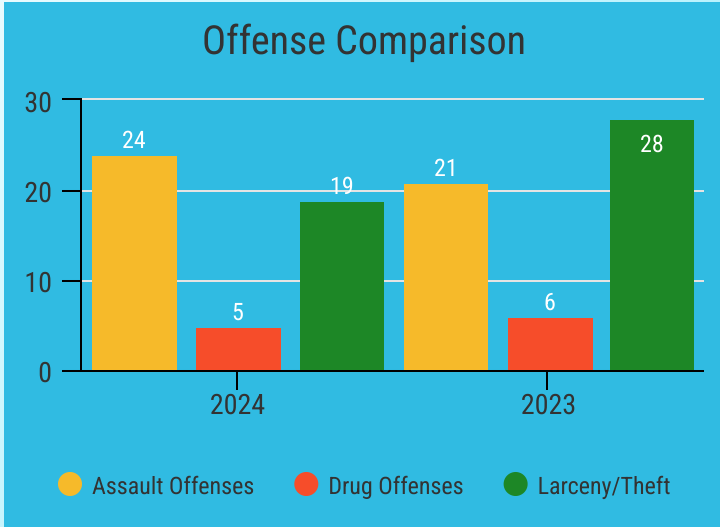
The estimated number people officers interact with on stops alone.

3,280

The estimated number people officers interact with total.

Criminal Offenses

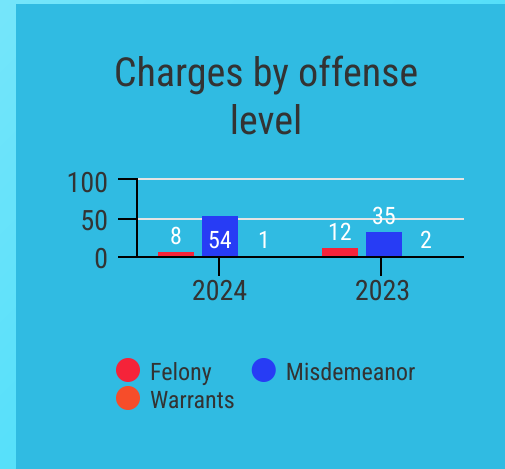
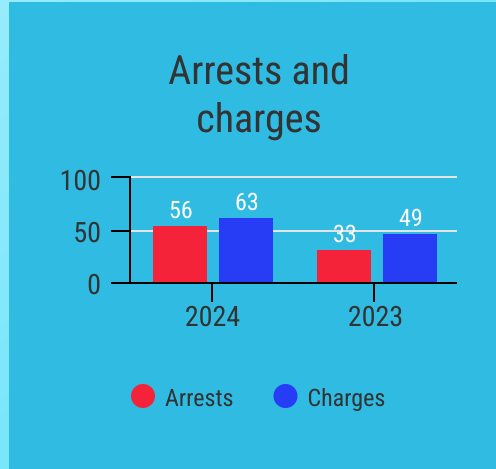
National Incident Based Reporting System



Offense Group	2024	2023
Group A	72	71
Group B	91	70

Crime Type	2024	2023
Persons	28	16
Property	56	75
Fraud	4	8
Crimes against Children	3	7
Other	88	52

Incident Reports, Total Offenses, and Arrests



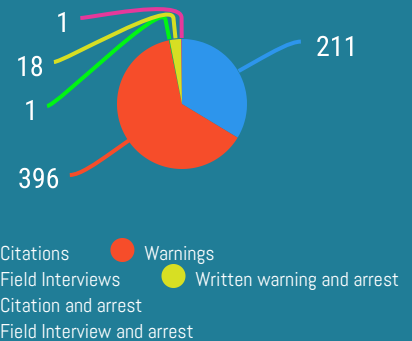
*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

Traffic Enforcement Analysis



627

Total traffic stops
conducted



19

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. 3.31% of all stops resulted in an arrest



30 searches out of 627 stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 4.78% of all stops resulted in a search

CONTRABAND

8

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 27% of searches produced contraband

Traffic Enforcement Analysis



Crashes & DWI

Responded to
59

3
Involving Alcohol
or Drugs

30
DWI
Arrests

DWI Arrests by the numbers*



Manor Police Department DWI Profile - June 2024

	Sunday 9	Monday 2	Tuesday 1	Wednesday 2	Thursday 2	Friday 6	Saturday 8
Total Cases 30							
Average BAC: 0.129							
Gender							
Female (17%)							
Male (83%)							
Age Group							
Under 21							
21 to 29							
30 to 39							
40 to 49							
50 to 59							
Ethnicity							
Hispanic			23				
White			3				
Black			3				
Asian			1				
Suspected Impairment							
Alcohol Only			29				
Drug Only			1				
Reason for Contact							
Weaving/Fail to maintain single lane						11	12 AM 2
911 call or Dispatched						9	1 AM 2
Suspicious Vehicle/Welfare Concern						6	2 AM 9
Crash						6	3 AM 4
Speeding						4	4 AM 1
Ran stop sign/light						4	4 AM 1
Unnecessary acceleration or deceleration						3	9 AM 1
Stopping in lane for no apparent reason or unre..						3	11 AM 1
Failure to signal or signal inconsistent with acti..						3	3 PM 1
Almost striking object or vehicle						3	5 PM 1
Driving on other than designated roadway						2	6 PM 1
Varying speed						1	7 PM 1
Turning with a wide radius or improper turn						1	9 PM 1
Stopping problems (too far, too short, or to jer..						1	10 PM 2
Slow or failing to respond to officer's signals						1	11 PM 3
Requested by other officer						1	
Inappropriate or unusual behaviour (throwing ..						1	
Expired Registration						1	
Driving without headlights at night						1	
Defective Equipment						1	



Travis County Emergency Services District No.12

Item 5.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – June 2024

Calls - Month

2024 - 431 (+10.7%)

2023 - 389 (+4.5%)

2022 - 372

Calls by Unit

Eng1201 - 117

Eng1202 - 108

Bat1201 - 25

SQ1203 - 96

SQ1201 - 137

Eng1203 - 88

FMO1201 - 8,

136 call reviews

Calls - CYTD

2024 - 2480 (+2.2%)

2023 - 2426 (+4.7%)

2022 - 2315

AVG Response Time - Month

9 min, 01 sec

AVG Response Time - CYTD

8 min, 53 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	1	3	27	11
Bastrop Co. ESDs	0	0	0	1
BT1/ESD 13	0	0	0	1
Elgin VFD	0	0	0	0
TC ESD 2	2	8	25	62
TC ESD 11	0	0	16	1
TC ESD 9/6/3	0	0	0	0
WILCO Dept's	0	0	0	1
-----	-----	-----	-----	-----
TOTAL	3	11	68	77

Incident by Type

100 Fire.....	77	200 Rupture/Explosion...	0	300 EMS/Rescue	298
400 Hazardous Condition.	6	500 Service Call.....	32	600 Good Intent.	9
700 False Calls.....	9	900 Other.....	0	800 Nat. Disaster	0

Training and Events

- DCPE Young Adult Toxicology
- Quarterly Drill - PAT
- ADPO class with ESD1
- ADPO skills practice
- New Hire Testing
- Spray down Youth Citizen Academy
- Juneteenth Celebration

Awards and Recognition

- New Hires in June - FF. Campos, Edwards, Gilbreath, Holz, and Newcoste



Travis County Emergency Services District No.12

Item 5.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – June 2024

Prevention Division Activities (ESD/CoM)

Builder Developer Mtgs.....0 (0/0)	Site Visits.....85
Reviews.....30 (21/9)	Initial Inspections60 (58/21)
Under Review.....5 (2/3)	Reinspection.....6 (4/2)
Re-submittals.....14 (7/7)	Residential Inspections.....5 (5/0)
Approvals / Permits Issued.....27 (19/8)	Investigation Responses.....1 (1/0)
Awaiting Response from Applicant.....3 (1/2)	Hydrant Inspections/Tests.....2
Review Turn-Around (AVG last 30 days) 7 days	

###



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: July 17, 2024

RE: **June 15 to July 12 Economic Development Department Activity**

-
- Negotiated Letter of Support for Wonik Materials \$40M technology project to be developed on 23.8 acres to be annexed into Manor City Limits; met w/Wonik rep and Mayor Harvey to discuss workforce development strategies for the 2026 project;
 - TransPak's 136,000 sf brand new speculative industrial building under contract with undisclosed (NDA) buyer; seller's broker to contact me ASAP with details;
 - E'Styles' Rental Assistance Program incentive request approved for first 6 months;
 - Final interviews, proposal judging, coordinate legal agreement revisions and complete documentation for Council authorization of City Manager approval of Solid Waste & Recycling Proposal/Agreement for 2025;
 - Completed and coordinated Services Agreement with contractor TXP for Industrial TIRZ services for Council authorization of City Manager approval;
 - Ground toured E. Manor Development #1 property in advance of Hunden visit 7/17;
 - Zoom call with Catalyst re: Downtown TIRZ district property boundaries and inclusion (part of Downtown Strategic Plan);
 - Researched Asian business development trips in the fall available through Opportunity Austin and Asian Chamber: multiple upcoming opportunities;
 - Met with Powell Strategic and Flintco re: future tech opportunities through Samsung suppliers;
 - Wonik management facility tour and letter of support ceremony at City Hall;
 - Met with China-Stone re: EV battery plant search: client firm is looking for a major US corporate entity to be 25% its political investor; met w/Fang Fang of Big Plan: interested in assisting China-Stone in its political maneuvers (setting up introductions);
 - Preparation for Hunden Partners' on-site tours, staff meetings and stakeholder interviews on 7/17;
 - Solicited and responded to industrial and retail property search inquires from several entities;
 - Attended 1 Regular and 1 Special Called City Council Meeting, 4 City Staff Meetings.

**DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT**

June 1-30, 2024

Description	Projects	Valuation	Fees	Detail
Commercial / Education				
Accessory (E)	1	\$900,000.00	\$10,132.00	Compass Rose Destiny - Portable Buildings
Electrical (C)	1	\$12,700.00	\$313.00	ARA
Remodel/Repair (C)	1	\$50,000.00	\$881.00	Exxon
Remodel/Repair (E)	1	\$260,000.00	\$778.00	New Tech Middle School Remodel
Right of Way (C)	1	\$0.00	\$0.00	
Sign (C)	2	\$53,500.00	\$441.00	
Temporary Sign (C)	1	\$0.00	\$35.00	
Totals	8	\$1,276,200.00	\$12,580.00	
Residential				
Deck/Patio (R)	2	\$41,200.00	\$679.00	
Driveway (R)	1	\$11,000.00	\$138.00	
Electrical (R)	1	\$39,130.43	\$138.00	
Fence (R)	1	\$800.00	\$138.00	
Irrigation (R)	44	\$120,287.48	\$6,072.00	
Mechanical-HVAC (R)	4	\$58,377.00	\$552.00	
New (R)	43	\$14,791,591.05	\$381,833.25	
Plumbing (R)	3	\$6,945.00	\$414.00	
Totals	99	\$15,069,330.96	\$389,964.25	
Grand Totals	107	\$16,345,530.96	\$402,544.25	

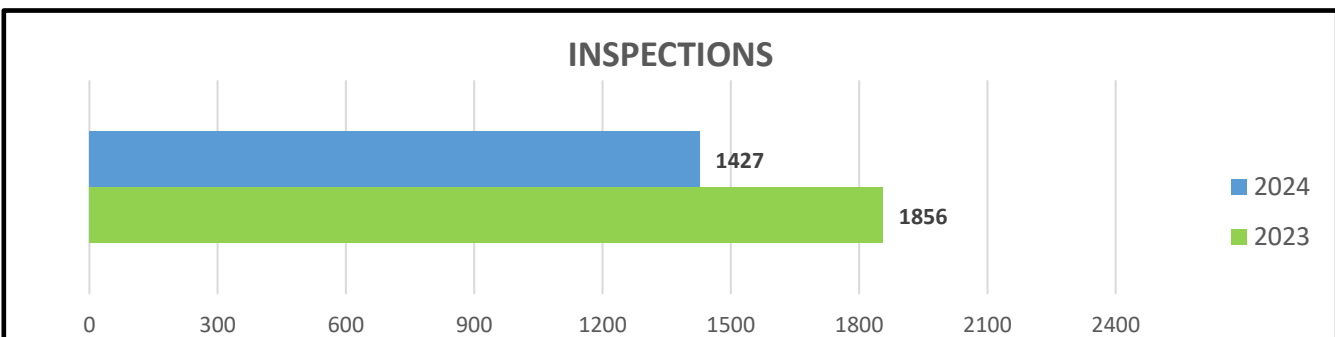
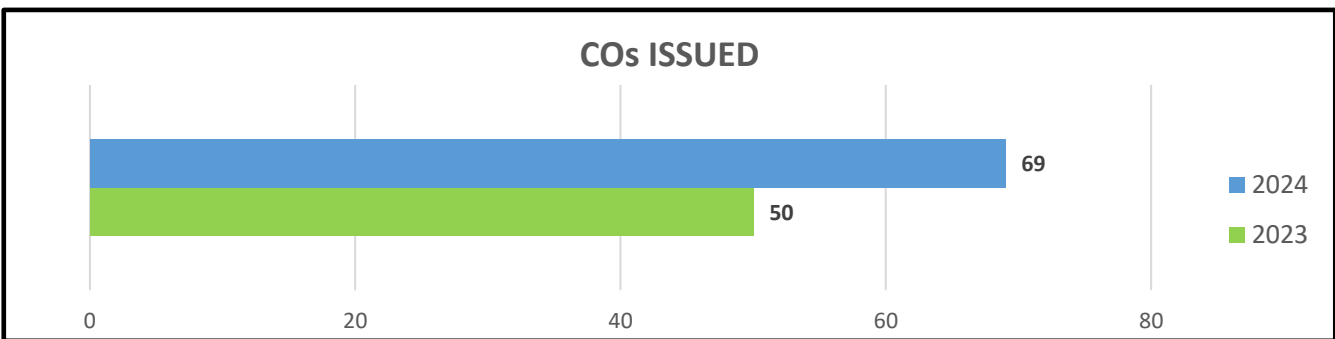
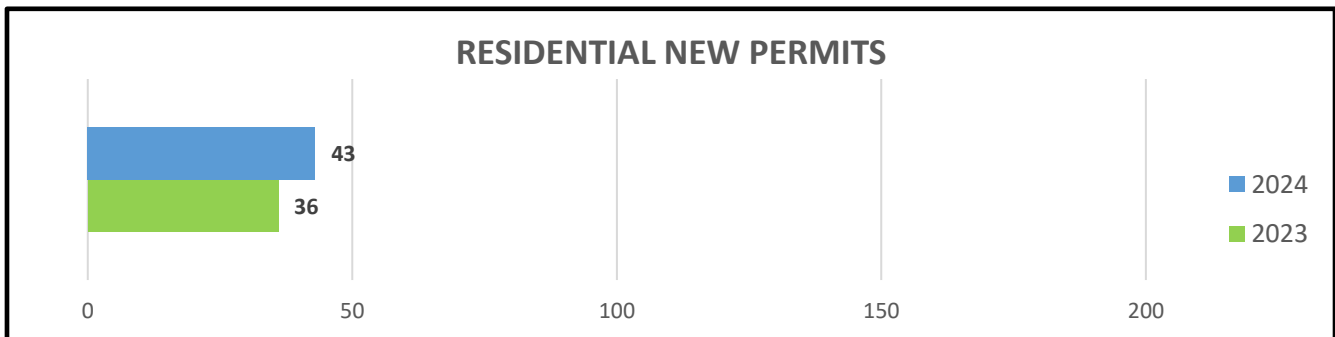
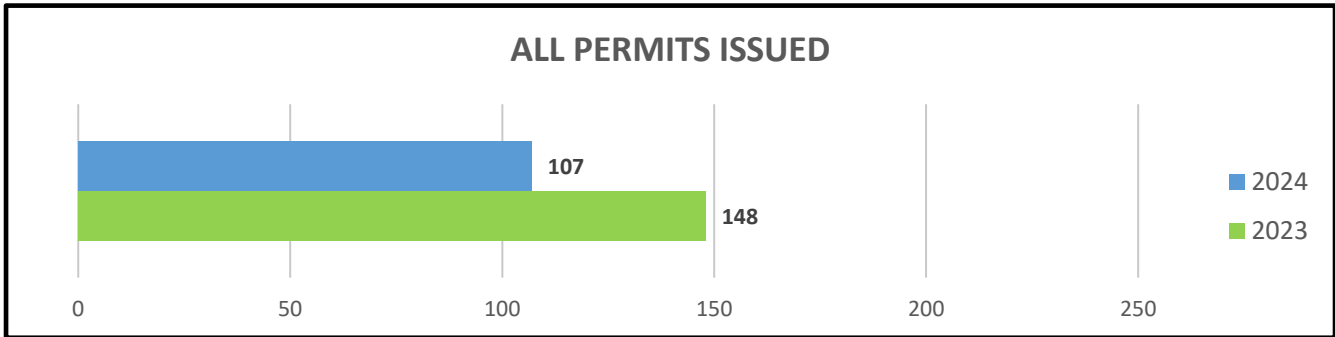
Total Certificate of Occupancies Issued: 69
 Total Inspections(Comm & Res): 1,427
 Scott Dunlop, Development Services Director





June 2024

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



**People. Principles.
Purpose. Partnerships.**

MEMO

To: Mayor and City Council Members
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Date: July 17, 2024
RE: **June Report**

PAST EVENT

Juneteenth

Wed., Jen 19th from 12pm to 8pm
Timmermann Park, 12616 Skimmer Run, Manor TX
Approximate Attendees = 400

4th of July Celebration

Thur., July 4th from 4pm to 10pm
East Manor Development No. 1, 15317 Us Hwy 290 E. Manor
Approximate Attendees = 5,500

Movie Night Out - SUMMER

Fri., July 12th – The Marvels
Timmermann Park, 12616 Skimmer Run, Manor TX
Attendees=

UPCOMING SPRING & SUMMER SPECIAL EVENTS

Movie Night Out – SUMMER

Fri., July 26th – DC League of Super-Pets
Fri., Aug. 9th – Migration SPONSORED by Independent Financial
Timmermann Park, 12616 Skimmer Run, Manor TX
Description: Movie Night Out is a FREE family-friendly community event at Timmermann Park!
Manor will be showing a family-friendly movie and free popcorn SPONSORED by Forsythe Brothers.



Juneteenth

Wednesday, June 19, 2024 from 12:00pm to 8:00pm
(Relocated event due to weather conditions)



Yalondra Valderrama Santana,
Heritage & Tourism Manager

I. Overview

- *Description:* The Manor Juneteenth event commemorates the end of slavery in the United States. Juneteenth marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people be freed. There will be a Juneteenth Ceremony, food trucks, vendors, live music, bouncy houses, and more.
- *Target Audience:* Families in the Manor Community & surrounding areas
- *Estimated Expected Attendees:* 500

II. Timeline & Program

Day	Time	Details	Areas	POC	
18-Jun	11:00am-4:00pm	Noble Party Rental	Cooling Tent	AJ	
19-Jun	9:00am-9:30am	Staff start arriving			
	10:00am	DJ/Performing Program	Stage	Glynn Lindsey	
	10:00am-11:30am	Food Vendors Arrival	Food	Yalondra	
		Market Vendors Arrival	Food	Yalondra	
	11:00am	PD Arrival	Safety	Officer Allen	
	11:30am-11:45am	Final Walththrough	All	Yalondra	
	12:00pm-12:30pm	Welcoming & Introductions by Mayor Dr. Chris Harvey		Stage	Yalondra
		Invocation by			
		National Anthems by			
		Juneteenth Proclamation by Mayor Dr. Chris Harvey			
	1:00pm-2:00pm	Christopher D. Spivey & Company		Stage	Glynn Lindsey
	2:00pm-2:45pm	Candace Bellamy			
	3:00pm-3:30pm	Sherie Yvette Withers-Band - Whitney Houston Tribute			
4:00pm-5:00pm	Nayla Wilmore				
5:00pm-6:00pm	Enrico "Rico" Hampton - Michael Jackson Tribute				
6:00pm-8:00pm	Andrea Bridgeman & Soul 2 Soul				
8:00pm-10:00pm	Teardown		All	All	

III. Planning

Planning Areas	Tasks	Done/Confirm By	POC	Details
Proclamation	Juneteenth	6/14/2024	Lluvia	Sent proclamation to by review by the Mayor on 5.1.2024 DONE
Marketing	SD Flier	6/6/2024	Yalondra	Created & posted on 5.14.2024 <i>Changed of location announcement on 6.18.2024</i> DONE

	Detail Flier	6/6/2024		DONE
	Social Media	6/6/2024		Send details to post on the event calendar to Scott Dunlop on 2.14.2024 <i>Changed of location announcement on 6.18.2024</i>
	City Wesite	6/6/2024		Send details to post on the event calendar to Scott Dunlop on 2.14.2024 DONE
	Advertising Groups	6/6/2024		Agreement CONFIRMED with Townsquare Media = \$3720 Sent Invoice and Vendor W-9 to Gracie on 2.16.2024 <i>Changed of location announcement on 6.18.2024</i>
	Printed Marketing	6/6/2024		DONE
	Video	6/6/2024		Agreement CONFIRMED with Adam = \$2800 Promotional video, event day videos and photos Sent Invoice to Gracie on 2.20.2024
	VIP Invitations	6/6/2024		DONE Sent on 2.12.2024
	<i>Location Change Announcement and E-mail</i>	<i>6/18/2024</i>		DONE Sent on <i>6.18.2024</i>
Attractions	Face Painting	6/6/2024	Yalondra	CONFIRMED with Zireart = \$771 (1 artist)
	Photo Booth	6/6/2024		Quote by Game Flash Events for Selfie Photo Booth = \$424.99; Open Air Photo Booth = \$774.98 (optional print add-on: \$149.99 per day) Quote by Captured Charms Photo Booths = \$400 <i>Didn't get it</i>

Activities	Bouncy House	6/6/2024	Yalondra	CONFIRMED with Altoner Party Rental = \$6,961 <i>Change from water slides to indoor bouncies on 6.18.2024</i> DONE
	Arcade/Gaming	6/6/2024		PD Trailer CONFIRMED
	Arts & Crafts	6/6/2024		N/A
	Juneteenth Walk/Run (Opal's Walk/Freedom Run)	N/A		N/A
Entertainment	Sound/DJ/MC	6/6/2024	Yalondra	CONFIRMED Lance Stacy = \$5000 Includes stage, sound equipment, DJ, & MC Sent Invoice to Gracie on 2.27.2024
	Music/Artist	6/6/2024	Moore	Music Acts coordinator Glynn Lindsey = \$8,000 Music Acts: -Christopher Dr. Spivey & Company -Sherie Yvette Withers-Banks -Candace Bellamy -Nayla Wilmore -Enrico "Rico" Hampton -Mz. Dre & 2OneSoul DONE
	Cultural Performance	6/6/2024	Yalondra	Lannaya Drum & Dance Quote = \$1,500 <i>Didn't get it</i>
	Stage	6/6/2024		Lance Stacy = \$5000 Includes stage, sound equipment, DJ, & MC Sent Invoice to Gracie on 2.27.2024 CANCELLED & moved to Dec. event Event performance will take place in the Pavillion <i>Performance area was at the MNTHS's Gym</i> DONE
	Manor ISD Participation	6/6/2024		No confirmation received

Vendors	Food Truck	6/3/2024	Yalondra	E-Mail sent on 3.11.2024 Sent reminders on 3.18.2024, 4.2.2024, 4.29.2024, and 5.13.2024 DONE
	Market Vendors (Non-Food Vendors)	6/3/2024		E-Mail sent on 3.11.2024 Sent reminders on 3.18.2024, 4.2.2024, 4.29.2024, and 5.13.2024 DONE
	Event Detail E-mail	6/14/2024		<i>Sent email with location changed on 6.18.2024</i> DONE
	Sitting Area	6/10/2024		CONFIRMED Noble Party Rental = \$1790.94 <i>Only used the tables and chairs due to location changed</i>
Sponsorship	Find Sponsors	6/4/2024	Yalondra	Sponsorship package DONE See sponsor spreadsheet
Safety Plan	First Aid Station	6/10/2024	FD	CONFIRMED
	Lost Child		PD: Off. Tate	Working with on it
	Traffic Control			CONFIRMED
	Security			
Transportation	Shutters	6/13/2024	Moore	CapMetro was not able
	Map for Pick Up Locations			
Layout	Full Event Map	6/10/2024	Yalondra	DONE on 6.14.2024 <i>Rearrange the layout to fit the new venue and changed from outdoor to indoor on 6.18.2024</i>
	Vendor Map	6/10/2024		
Miscellaneous	Staff T-Shirts	6/10/2024	Tracey	DONE
	Swags/Giveaways	6/10/2024		Juneteenth T-Shirts = DONE
	Event Signs	6/10/2024	Yalondra	Ordered with Ideal Signs -Banner Received on 6.7.2024 DONE
	Event Timeline	6/7/2024		DONE
	Event Program	6/7/2024		DONE

Item 5.

Light Towers	6/4/2024	Lance	In House - 4 <i>Didn't use due to location changed</i>
Trash Cans			In-House - 10
Port-a-Poties			CONFIRMED with King's Portable Throne = \$1225.30 <i>Didn't use due to location changed but still paid since it was delivered before relocating event</i>
Wind Banner			In storage <i>Didn't use due to location changed</i>
Generator			PW has it <i>Used the generators due to power issues at the MNTHS</i>
Water for Public			2 Pallets DONE
Fans	6/4/2024		CONFIRMED with Bluebonnet donation <i>Cancelled due to location changed</i>
Staff Area/Cooling Tent	6/4/2024	Yalondra	CONFIRMED Noble Party Rental = \$1790.94 <i>Only used the tables and chairs due to location changed</i>
Performance Tent	6/4/2024	Lance	Green Room- Refreshments; -2: 10x20 tent (Glynn donated 1 of the 10x20 tent to city) -1: 10x10 4 parking spaces on the back for Glynn vehicles/equipment DONE <i>Didn't use due to location changed</i>
City Info. Table	6/4/2024	Tracey	DONE

- IV. Marketing**
- Programmatic Audio

- Digital Ads
- Flyers
- Social Media
- Austin/Manor Area Event Websites
- City Website

V. Event Data

- Approximately Attendees: 400
- Weather:
 - Temperature: 73°/50°
 - Raining, windy and cloudy

Wed 19 | Day

81° 



Record High
104°



Average High
92°



Sunrise
6:29 am



Sunset
8:36 pm

Wed 19 | Night

72°



Record Low
65°



Average Low
72°



Moonrise
6:43 pm



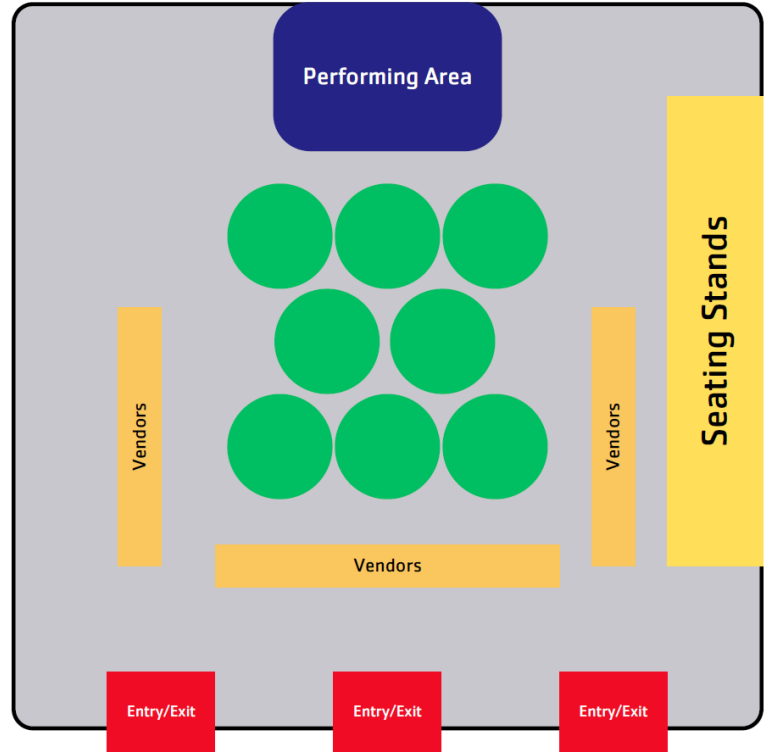
Moonset
4:12 am

○ Waxing Gibbous

VI. Staff

- Number of Staff
 - Street/Parks = 6
 - City Hall = 2
 - Police Department = 10
 - In-Duty = 5
 - Fire Department = 3
 - Community Development Departments = 1
- Staff Duties
 - Bouncy House Area
 - Vendor
 - Trash
 - Water Refills
 - City Table
 - Set-Up & Teardown
- Food & Refreshments
 - Breakfast Tacos = 30 tacos
 - 1 Juen Tacos
 - Snacks: chips, bars, crackers, & goldfish
 - Drinks = 13
 - Gatorades = 3 (18 pk)
 - Sodas = 10 can boxes
- Staff T-Shirts = 18

VII. Map & Layout



VIII. Kids Zone Area

- Bouncy Houses
 - Amazin Party Rental = 4 Bouncies
- Face Painting
 - Zirenart = 1 Artists

IX. Giveaways

- Juneteenth T-Shirts = 68

X. Market & Food Truck Area

- Total Vendors = 21
 - Food Vendors = 4
 - Food Trucks = 2
 - Art & Crafts = 3
 - Specialty = 1
 - Commercial/Businesses = 6
 - Non-Profit = 9

0000#	Business	POC	Vendor Type
1	JustServe	Margaret Carneiro	Non-Profit/Community Group
2	Street Treats	Gary Pena & Debora Tellez-Pena	Food Truck VIN: IGBHP32R0X3306785
3	KT's Boutique	Iris Tinajero	Commercial/Business

4	*Manor Area Youth Association	Robin Sheard	Non-Profit/Community Group
5	Commons at Manor	Valencia Williams	Commercial/Business
6	Texas Empowerment Academy	Shannon Kennard	Non-Profit/Community Group
7	Zirenart	Evenlyn Reategui-Zirena	Art & Crafts
8	Main Squeeze Goodz	Vernon Peoples	Commercial/Business
9	Mirchi Boyz	Ishtiaq Uddin	Food Truck VIN: 6018249Y
10	The Ojedas	Yuly Ojeda	Commercial/Business
11	Buckshot Beads	Leanne Arroyo Gollas	Art & Crafts
12	Senior Access	Marilyn Diaz	Non-Profit/Community Group
13	Taylor Embroidery	Ashlynn Taylor	Commercial/Business
14	Artesanias Mexicanas	Alma Arellano	Art & Crafts
15	Iglesia Cristiana Viento & Fuego	Daniel Balderas	Non-Profit/Community Group
16	Compass Rose Destiny	Dora Negrete	Non-Profit/Community Group
17	*Keep'n It Sweet Lemonade	Charlotte Nelson	Food Tent
18	*Lippi Lipgloss = Accessories	Shantai Bonner	Commercial/Business
19	Manor Heritage Society	Ruth Biscoe	Non-Profit/Community Group
20	I Juan Tacos	Gabriel Cruz	Food Truck VIN: 4UZAARDU8FCGR5837
21	Zeta Phi Beta Sorority - Alpha Kappa Zeta Chapter	Cassandra Walker	Non-Profit/Community Group
22	Black Men's Health Clinic	Cameron Morgan Sr.	Non-Profit/Community Group

- Total Attended = 9
 - Zirenart
 - Artesanias Mexicanas
 - Main Squeeze Goodz
 - Lippi Lipgloss = Accessories
 - Keep'n It Sweet Lemonade
 - I Juan Tacos
 - JustServe
 - Manor Area Youth Association
 - Iglesia Cristiana Viento & Fuego
 - Black Men's Health Clinic – *Left early without event organizer knowledge*
- Cancelled/Excused Vendors = 4
 - Taylor Embroidery
 - Mirchi Boyz
 - Street Treats
 - Senior Access
- No Show/No Call Vendors = 8
 - Buckshot Beads
 - KT's Boutique
 - Commons at Manor
 - The Ojedas

- Texas Empowerment Academy
- Compass Rose Destiny
- Manor Heritage Society
- Zeta Phi Beta Sorority - Alpha Kappa Zeta Chapter

XI. Entertainment

- Glynn Lindsey – coordinated all the performances
 - Christopher D. Spivey and Company
 - Sherie Yvette Withers-Banks – Whitney Houston show
 - Candace Bellamy
 - Nayla Wilmore
 - Enrico "Rico" Hampton – Michael Jackson Show
 - Mz. Dre & 2One Soul

XII. Financials

Juneteenth

Financials

Expenditures

Account#	Vendor	Item	Price	Quantity	Total	Payment Method	Confirmed
10-5811-51-51010	Townsquare Media	Marketing Programmatic Audio	\$3,720.00	1	\$3,720.00	Check	Yes
10-5811-51-51010	Ideal Signs	Banner	\$90.00	1	\$90.00	Check	Yes
10-5811-51-51010	Ideal Signs	Pole Banners	\$120.00	10	\$1,200.00	Check	Yes
10-5811-51-51010	Manor Journal	1/4 pg Color Ad	\$165.00	1	\$165.00	Check	Yes
10-5811-51-51010	Adam Grumbo Films	Videographer/Photographer	\$2,800.00	1	\$2,800.00	Check	Yes
10-5811-51-51011	Lance Stacy	Sound/DJ/Stage/MC	\$5,000.00	1	\$5,000.00	Check	Yes
10-5811-51-51011	King's Portable Throne	Portt-a-Potties	\$1,225.30	1	\$1,225.30	Check	Yes
10-5811-51-51011	Noble Party Rental	1 Tents, 8 tables & 64 chairs	\$1,790.94	1	\$1,790.94	Check	Yes
10-5811-51-51043	Glynn Lindsey	Entertainment Acts/Sound/DJ	\$8,000.00	1	\$8,000.00	Check	Yes
10-5811-51-51043	Zinerant	Face Painting - 1 artist	\$771.00	1	\$771.00	Check	Yes
10-5811-51-51043	Amazin Party Rental	4 Indoor Bouncies	\$6,961.00	1	\$6,961.00	Check	Yes
10-5811-51-51043	Walmart	Table Cloths	\$0.97	9	\$8.73	CC	Yes

10-5811-51-51480	Walmart	Refreshments for staff	\$159.10	1	\$159.10	CC	Item 5. Yes
10-5811-51-51480	Casa Garcias	Breakfast for staff	\$89.70	1	\$89.70	CC	Yes
10-5811-51-51480	I Juan Tacos	Staff Food	\$102.84	1	\$89.70	CC	Yes
10-5811-51-51780	Holiday Inn Express	Hotel	\$157.07	1	\$157.07	CC	Yes
10-5810-51-51060-HR	Baby J's Custom Tees	T-Shirts	\$975.50	1	\$975.50	CC	Yes
					\$0.00		

Revenue	
Revenue Source	Total
Vendor Fees	\$250.00
	\$250.00

Summary	
Expense	\$33,203.04
Sponsorships	\$0.00
Revenue	\$250.00
Total	\$32,953.04

- XIII.** Sponsorship
- Bluebonnet: donated the fans

- XIV.** What went well?
- Staff did a great job adjusting to the venue change due to weather conditions
 - Mr. Moore managed to work with Manor ISD to change the outdoor venue to an indoor venue at Manor New Tech High School
 - Planning process and timeline worked
 - Artists performing did a great job
 - Kids zone area was well-managed and organized
 - Vendor area setup was well-managed and ran smoothly throughout the event
 - All trash was taken care of in a timely matter
 - Teardown went smoothly and everyone did a great job in their area
 - Face painting was very popular
 - Program works perfectly with the event
 - Marketing was successful and managed to announce the location changed due to weather conditions
 - Giveaway t-shirts were a hit, everyone loved them

- All staff and contracted vendors were on time

XV. What can be improved?

Areas to Improve	Recommendations
Performances	<ul style="list-style-type: none"> • Make sure all performances are family-friendly
Giveaways	<ul style="list-style-type: none"> • More t-shirts and giveaway items
Kids Zone	<ul style="list-style-type: none"> • More activities such as arts & crafts area, etc.
Food/Market Vendors	<ul style="list-style-type: none"> • More food trucks with a variety of food • One vendor left without permission. Remind all vendors that they must stay until the end of the event
Timeline	<ul style="list-style-type: none"> • Event starts dying down at 6:30pm. Have a big crowd-drawing performance to keep people until the end.
Electrical Issues	<ul style="list-style-type: none"> • Bring generators • Make sure all vendors bring generators • Check the plugs voltage

XVI. Recommendations for Next Year:

- Keep indoor venue
- Use the same event timeline
- Kids Zone Ideas:
 - Arts & Crafts
 - Have superheroes for kids
- Attraction Ideas:
 - Photo booth/photo props area
 - Black History Display
 - Black Heritage Art Display
- Food/Market Vendors
 - More food trucks
- Giveaways
 - More t-shirts
 - Add more giveaways such as sunglasses, kids toys, etc.
 - Get adult-friendly giveaways

XVII. Next Year Event:

Juneteenth Celebration

Thursday, June 19, 2025 from 12pm to 8pm

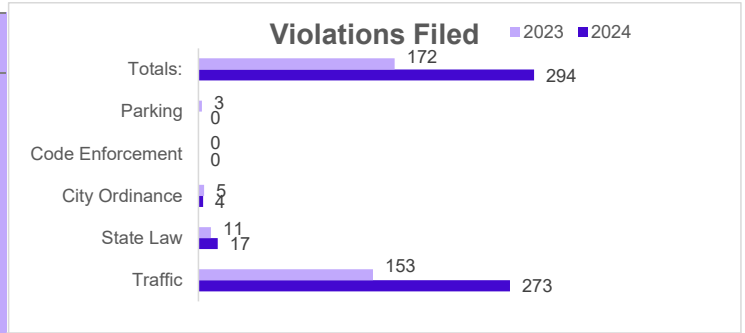
TBD



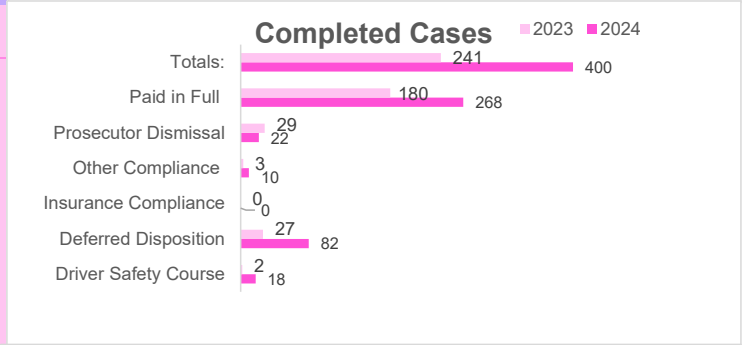
"Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."

JUNE 2024 Court Report

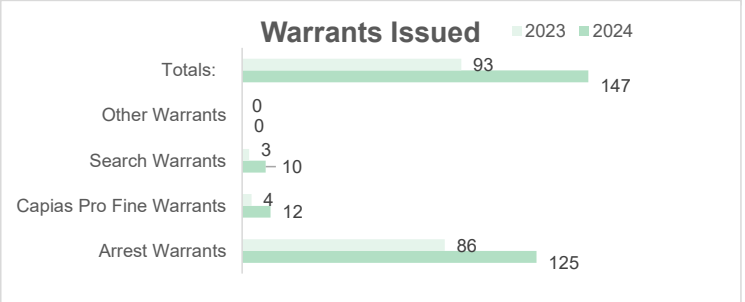
Violations Filed	2024	2023
Traffic	273	153
State Law	17	11
City Ordinance	4	5
Code Enforcement	0	0
Parking	0	3
Totals:	294	172



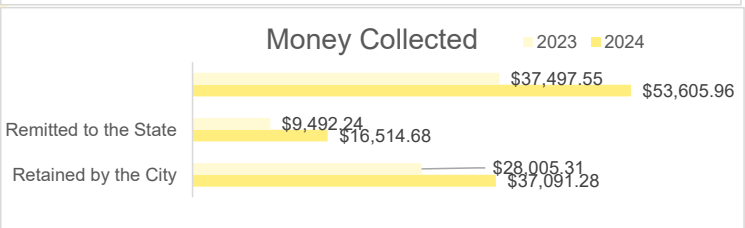
Completed Cases	2024	2023
Driver Safety Course	18	2
Deferred Disposition	82	27
Insurance Compliance	0	0
Other Compliance	10	3
Prosecutor Dismissal	22	29
Paid in Full	268	180
Totals:	400	241



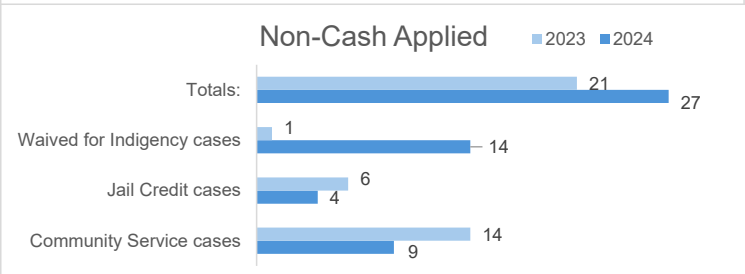
Warrants Issued	2024	2023
Arrest Warrants	125	86
Capias Pro Fine Warrants	12	4
Search Warrants	10	3
Other Warrants	0	0
Totals:	147	93



Money Collected	2024	2023
Retained by the City	\$37,091.28	\$28,005.31
Remitted to the State	\$16,514.68	\$9,492.24
Totals:	\$53,605.96	\$37,497.55



Non-Cash Applied	2024	2023
Community Service cases	9	14
Jail Credit cases	4	6
Waived for Indigency cases	14	1
Totals:	27	21





MEMO

To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: July 17, 2024
RE: **June Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

In June, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of way. They cleaned and maintained all city facilities and parks. They performed all maintenance on city vehicles and heavy equipment, and the Street Department repaired streets, curbs, and signs.

Water and Wastewater Department

In June, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains. The City of Manor held a field trip tour to the Wastewater Treatment Plant for the Skilled Trades Academy. A new valve was installed on Boyce and Lexington St. to minimize customer shut offs.

Water Production & Purchase

In June, 40 % of the water we supplied to our residents was from our wells, and we purchased 60% from EPCOR and Manville WSC.

Population

City of Manor- 21,626

Shadowglen- 7,108

Streets and Parks Monthly Report June 2024

Daily Duties and Projects 6-1-2023 / 7-30-2023

Streets Maintenance

Repaired stop sign at Ring St. and Casting Dr.

Paved water cut on W. Wheeler St.

Trimmed trees hanging low and in the road on E. Rector St.

Trimmed trees hanging low and on the road on West Lane.

Stop sign repair at E. Eggleston St. and Lockhart St.

Fixed ruts at the E. Manor Development property #1.

Pothole repairs at E. Townes St, N. La Grange St, S. Lampasas St, Samaripa St, Hereford St, E. Murray St, W. Wheeler St, N. Burnet St, N. Caldwell St, Top Sail St, Gallant St, E. Eggleston St, Jamie Dr, Cummins Way, S. Bastrop St, Andrew Johnson, N. Bastrop St, Llano St, Wedding Dr, Tinker St, and E. Carrie Manor St.

Cap Metro Paving contract. Bastrop St. from S. San Marcos St. to Brenham St. has been paved.

Cap Metro Paving contract. N. Lockhart St. to Old Hwy 20 has been paved.

Parks Maintenance

Set up/take down/worked the Juneteenth event.

Trimmed trees in Timmerman Park.

Helped set up/take down/worked the movies in the park.

Mowed the cemetery for Father's Day.

Power washed City Hall twice on the South and East sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities.

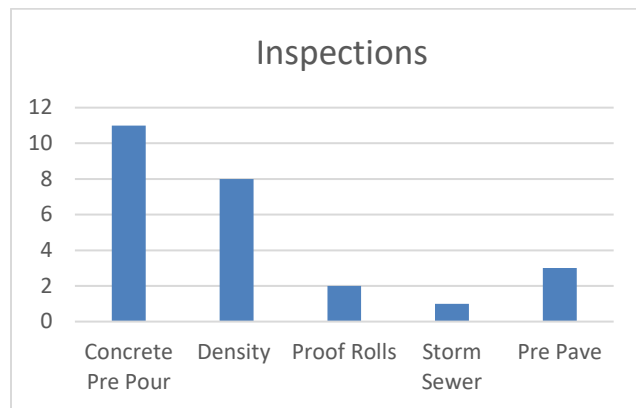
Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle and equipment check and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

570 - inspections are done this month.

2 - MS4 reports submitted this month as required by TCEQ.



Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs. October 2021 still waiting.

Presidential Heights Phase 5 – 2 -year walkthrough has been done, contractor in process of repairs. September 2022.

Presidential Heights Phase 4 – 2- year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Manor Heights – Phase II Sec. 1B & 2B Contractor in building process.

Manor Heights – Phase II Sec.2 Contractor in the building process.

Manor Heights – Phase III Sec. 1- homes are being built.

Manor Heights Phase III Sec. 2 – homes are being built.

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3 - waiting on homes to be built.

Logos Phase 4 - homes are being built.

Logos Phase 5- homes are being built.

Palomino Subdivision – homes are being built.

Presidential Glen Commercial WW – in the building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3 – building process.

Presidential Glen Townhomes – not started.

Las Entradas Section 3- waiting to be built.

Las Entradas Section 4 – waiting to be built.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 & Murchison – has not started.

Holley Smith Phase 1A – Development process.

The View at Manor apartments – Development process.

Eggleston Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

Cap Metro Contracted roads are in the process of being prepped for paving.

Cemetery Report

June 1, 2024- Monitored the cemetery.

June 3, 2024 – Called Manor Police for a wellness check of the cemetery.

June 4, 2024 – Checked on the Flores burial site.

June 5, 2024 – Monitored cemetery.

June 7, 2024 – Met with a resident regarding the burial site.

June 10, 2024 – Monitored the cemetery.

June 11, 2024 - Monitored the cemetery.

June 13, 2024 – Monitored the cemetery.

June 15, 2024 - Monitored the cemetery.

June 22, 2024 - Monitored the cemetery.

WATER/ WASTEWATER MONTHLY REPORT JUNE

WASTEWATER	TASK COMPLETED
SERVICE CALLS	4
SEWER BACKUPS	4
LIFT STATION WORK	2
CAMERA LINE	52 LINES 11,387 FT
TAPS	
LINES REPAIRED	
LINES LOCATED	
LINES CLEANED	52 LINES 11,387 FT
SEWER SMELL	
JOBSITE CLEANUP AND RESTORATION	
BUILDING MAINTENANCE	
WATER	TASK COMPLETED
SERVICE CALLS	66
WATER LEAKS SERVICE LEAKS	4
CUSTOMER LEAKS	9
WATER MAIN REPAIRS	1
WATER LINE REPLACEMENT	
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	50
HYDRANT REPAIR/REPLACED	
ISOLATION VALVE MAINTENANCE	2
ANGLE STOPS REPLACED	
LINES LOCATED	2
WHOLESALE BROWN WATER	
BROWN WATER	11
WATER PRESSURE/ FROZEN CUSTOMER PIPES	9
WATER TURN ON/OFF	32
BAC T SAMPLES	20
JOBSITE CLEANUP AND RESTORATION	
METER INSTALL	2
INSPECTIONS	
SITES	363
MANHOLES INSPECTED	3
DENSITIES	178
WASTEWATER LINES TESTED	664 FT
WATER LINES TESTED	670 FT



MEMO

To: Mayor and City Council Members
From: Tracey Vasquez, Human Resources Director
Date: July 17, 2024
RE: June 2024

Meetings and Events:

HR Workshop Roundtable Meeting

June 13, 2024
June 27, 2024

Staff Meetings

June 4, 2024
June 11, 2024

City Events:

Juneteenth
June 19, 2024
New Tech High School

City Council Meetings

June 10, 2024
June 18, 2024

June 2024

- June 5- Budget meeting with Finance Director regarding requested personnel, vehicles, and equipment.
- June 7- RFP analysis with Brett Bowers from HUB International.
- June 1 – RFP analysis with HUB International and City Manager Scott Moore.
- June 12- Meeting with Noe Ramirez and PNC bank regarding staff needs.
- June 13- HR attended the annual Youth Citizens Police Academy, sharing the duties of the department along with interactive games.
- June 17- FMLA meeting with an employee.
- June 18- Budget meeting with Belen Pena, the Finance Director, and Scott Moore, the City Manager, regarding the upcoming budget year and meeting timelines.
- June 18- final presentation regarding HUB.



MEMO

- June 20- HR attended the Skilled Trades Consortium, presenting mock interviews and educating the students on how to complete an application correctly, along with the “Do’s and Don’ts” of what information should be on a resume.
- June 22 through June 27- SHRM Annual Conference; attended several educational programs.
Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker’s comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: July 17, 2024

RE: June Monthly Report

The following are accomplishments from June.

1. AT&T has finished all the fiber work and will now start the network installation and configuration.
2. Roll out new surveillance cameras.
3. Swagit! Install
4. Test a camera system for the well sites for Public Works.
5. 61 Tickets opened for the month, and 64 of those closed. Top contributors PD = 19, City Hall = 40, Public Works = 2. No tickets are waiting for customer response or contractor fulfillment.



MEMO

To: Mayor and City Council Members
 From: Lluvia T. Almaraz, City Secretary
 Date: June 18, 2024
 Re: **June 2024 – Monthly Report**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4	4	2	3	3	3						
Council Minutes	Minutes recorded, prepared, approved, archived	6	4	2	2	3	3						
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0	3	5	2	7	8						
Resolutions	Resolutions written and processed	2	1	2	8	3	2						
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	1	1	1	3	0						
Deeds/ Easements	Executed and Recorded	3	7	1	4	7	0						
Annexations	Prepared & Recorded	0	0	0	0	0	1						
Public Improvement Districts	Agreements approved & and executed	0	0	0	0	0	0						
Contracts & Agreements	Contracts and agreements approved and executed	4	19	5	9	6	14						
Bids	Bids advertised, received, tabulated, awarded, recorded	0	0	0	0	1	0						



MEMO

Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0	0	0	0	0	0						
Alcohol Permits	New Alcohol permit certificate or renewed	2	1	1	1	2	0						
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0	0	0	0	0						
Records Manager Program	Shred Day Event 4/13/2024	0	0	0	100 +	0	0						
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16	40	42	32	44						
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30	32	25	22	29						

COUNCIL MEETINGS

- City Council & P&Z Commission Workshop – June 1st
- Council Regular Meetings – June 5th
- City Council Special Sessions – June 17th -18th

OTHER MEETINGS

- CDI/ Laserfiche Meeting – June 13th
- PFC Meeting – June 18th
- CDI/ Laserfiche Meeting – June 27th
- Park Board Meeting – June 25th
- SwagIT Team Meeting – June 26th



MEMO

TRAINING/EDUCATION/SEMINARS/WEBINARS

- TMCA Zoom Clerks Call: TX Demographic Center Webinar – June 4th
- TMCA Clerks' Call: Before the Seminar Webinar – June 6th

EVENTS

- Juneteenth Celebration – June 19th

OTHER

- Ongoing daily duties and responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties, and Customer Service.

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Wastewater Utility Easement for the Okra Development.

BACKGROUND/SUMMARY:

This wastewater easement is on the city’s standard easement form. It is for the Okra Development, a 309-unit single family subdivision on FM 973 just north of Shadowglen. This easement will connect their first phase of the development, which is adjacent to FM 973, to the lift station and wastewater lines that serve the northeast portion of the city and that are located at the rear of the development near Wilbarger Creek.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Easement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Wastewater Utility Easement for the Okra Development.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

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

WASTEWATER UTILITY EASEMENT

DATE: **June 14, 2024**

GRANTOR: **Okra Land Incorporated**

GRANTOR'S MAILING ADDRESS: **9505 Johnny Morris Road
Austin, Travis County, Texas 78724**

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS: **105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: **H. Dalton Wallace**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A thirty Foot (30') Wide wastewater utility easement being a portion of that certain 136.342-acre, more or less, tract lying and situated in the Sumner Bacon Survey No. 62, Abstract 63, Travis County, Texas, described in a deed to H. Dalton Wallace, of record in Doc No. 2013210018 of the deed records of Travis County, Texas, as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto (the "Wastewater Utility Easement").

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE'S**

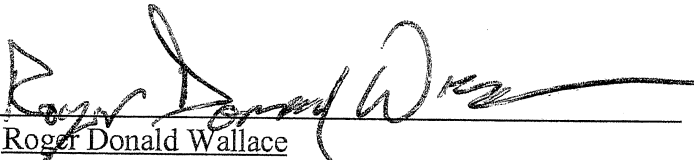
successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

Dated as of the date first written above but acknowledged as of the dates set forth below.

GRANTOR:

OKRA LAND INCORPORATED,
A Texas Corporation

By: 
Name: Roger Donald Wallace
Title: President

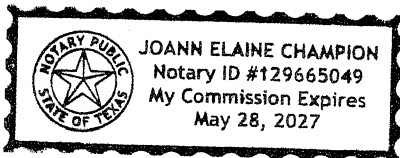
THE STATE OF TEXAS §

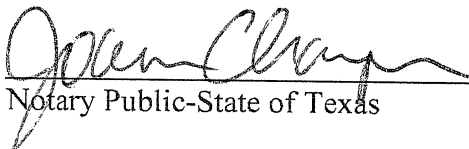
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Roger Donald Wallace, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of June 2024.

(SEAL)




Notary Public-State of Texas

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Utility Easement is a part, pursuant to the Special Warranty Deed With Vendor's Lien, dated September 20, 2022, recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Utility Easement and agrees that its lien is subject and subordinate to the Wastewater Utility Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

H. Dalton Wallace

By: *H Dalton Wallace*
Name: H. Dalton Wallace

Date: June 14, 2024

ACKNOWLEDGEMENT

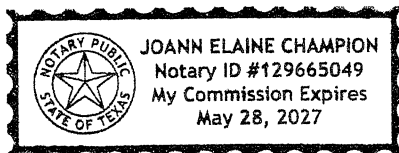
STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared h. Dalton Wallace, Lienholder herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of June 2024.

(SEAL)



Joann Elaine Champion
Notary Public-State of Texas

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 20__, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

Exhibit "A"
[attached]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

5725 West Hwy 290, Suite 103
Austin, Texas 78735

EXHIBIT " A "

PORTION OF
136.342 AC. H. DALTON WALLACE
(WASTEWATER EASEMENT)

0.990 ACRES
SUMNER BACON SURVEY NO. 62
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 0.990 ACRES (APPROXIMATELY 43,143 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210018 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.990 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch rebar found for the southeast corner of said 136.342 acre tract, being the south corner of a 0.896 acre tract described in Document No. 2004019177 of the Official Public Records of Travis County, Texas, also being the west line of a 32.950 acre tract described in Document No. 2020230923 of the Official Public Records of Travis County, Texas, being the approximate centerline of Manor and Taylor Lane as shown in Travis County Road Book, Precinct 1, Page 72, also being a portion of an abandoned county road referenced in Documents Nos. 2000046321, 2001205199 and 202100182, all of the Official Public Records of Travis County, Texas;

THENCE North 56°33'08" West, crossing the 136.342 acre tract, a distance of **2562.00 feet** to a calculated point for the **POINT OF BEGINNING** and the most westerly south corner of the herein described tract;

THENCE continuing across the 136.342 acre tract the following fourteen (14) courses and distances:

1. **North 62°07'10" West**, a distance of **492.99 feet** to a calculated point;
2. **North 27°52'50" East**, a distance of **30.00 feet** to a calculated point;
3. **South 62°07'10" East**, a distance of **462.99 feet** to a calculated point;

4. **North 27°52'50" East**, a distance of **510.85 feet** to a calculated point, from which a 1/2 inch rebar with "Chaparral" cap found for an angle point in the north line of the 136.342 acre tract, being the south line of a 123.550 acre tract described in Document No. 2021275494 of the Official Public Records of Travis County, Texas, bears North 28°26'16" West, a distance of 913.42 feet;
5. **South 62°07'10" East**, a distance of **192.50 feet** to a calculated point;
6. **South 73°49'36" East**, a distance of **72.79 feet** to a calculated point;
7. **South 85°32'02" East**, a distance of **165.73 feet** to a calculated point;
8. **South 07°42'01" East**, a distance of **52.39 feet** to a calculated point, from which a 1/2" rebar found in the west right-of-way line of F.M.973 (right-of-way width varies) as shown on CSJ 1200-02-022, being the south corner of a 3.711 acre tract described in Document No. 2022077336, of the Official Public Records of Travis County, Texas, and being the east corner of the 136.342 acres bears, South 75°32'22" East, a distance of 2048.14 feet;
9. **South 86°02'31" West**, a distance of **30.06 feet** to a calculated point;
10. **North 07°42'01" West**, a distance of **26.21 feet** to a calculated point;
11. **North 85°32'02" West**, a distance of **144.59 feet** to a calculated point;
12. **North 73°49'36" West**, a distance of **78.94 feet** to a calculated point;
13. **North 62°07'10" West**, a distance of **165.58 feet** to a calculated point;
14. **South 27°52'50" West**, a distance of **510.85 feet** to the **POINT OF BEGINNING**, and containing 0.990 acres of land, more or less.

Surveyed on the ground December 2021.

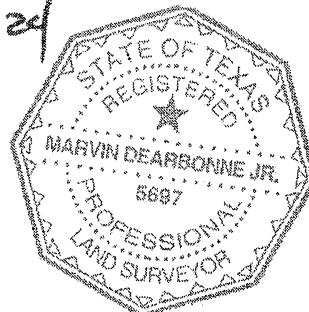
Bearing basis: The Texas Coordinate System of 1983 (2011), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: 496-002-WWE4

Marvin Dearbonne Jr.
Marvin Dearbonne Jr.

30 MAY 24
Date

Registered Professional Land Surveyor
State of Texas No. 5697
T.B.P.E.L.S. Firm No. 10124500



496-002-WWE4

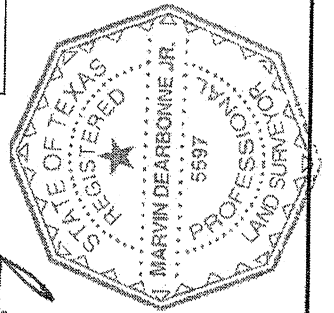
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.990 ACRES (APPROXIMATELY 43,143 SQ. FT.) IN THE SUMNER BACON SURVEY NO. 62, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 136.342 ACRE TRACT CONVEYED TO H. DALTON WALLACE IN A SPECIAL WARRANTY DEED DATED NOVEMBER 21, 2013 AND RECORDED IN DOCUMENT NO. 2013210018 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N62°07'10"W	492.99'
L2	N27°52'50"E	30.00'
L3	S62°07'10"E	462.99'
L4	N27°52'50"E	510.85'
L5	S62°07'10"E	192.50'
L6	S73°49'36"E	72.79'
L7	S85°32'02"E	165.73'
L8	S07°42'01"E	52.39'
L9	S86°02'31"W	30.06'
L10	N07°42'01"W	26.21'
L11	N85°32'02"W	144.59'
L12	N73°49'36"W	78.94'
L13	N62°07'10"W	165.58'
L14	S27°52'50"W	510.85'

LEGEND

- 1/2" REBAR FOUND
- CH ● 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- ▲ CALCULATED POINT
- () RECORD INFORMATION

Marvin Dearbonne Jr.
30 MAY 24

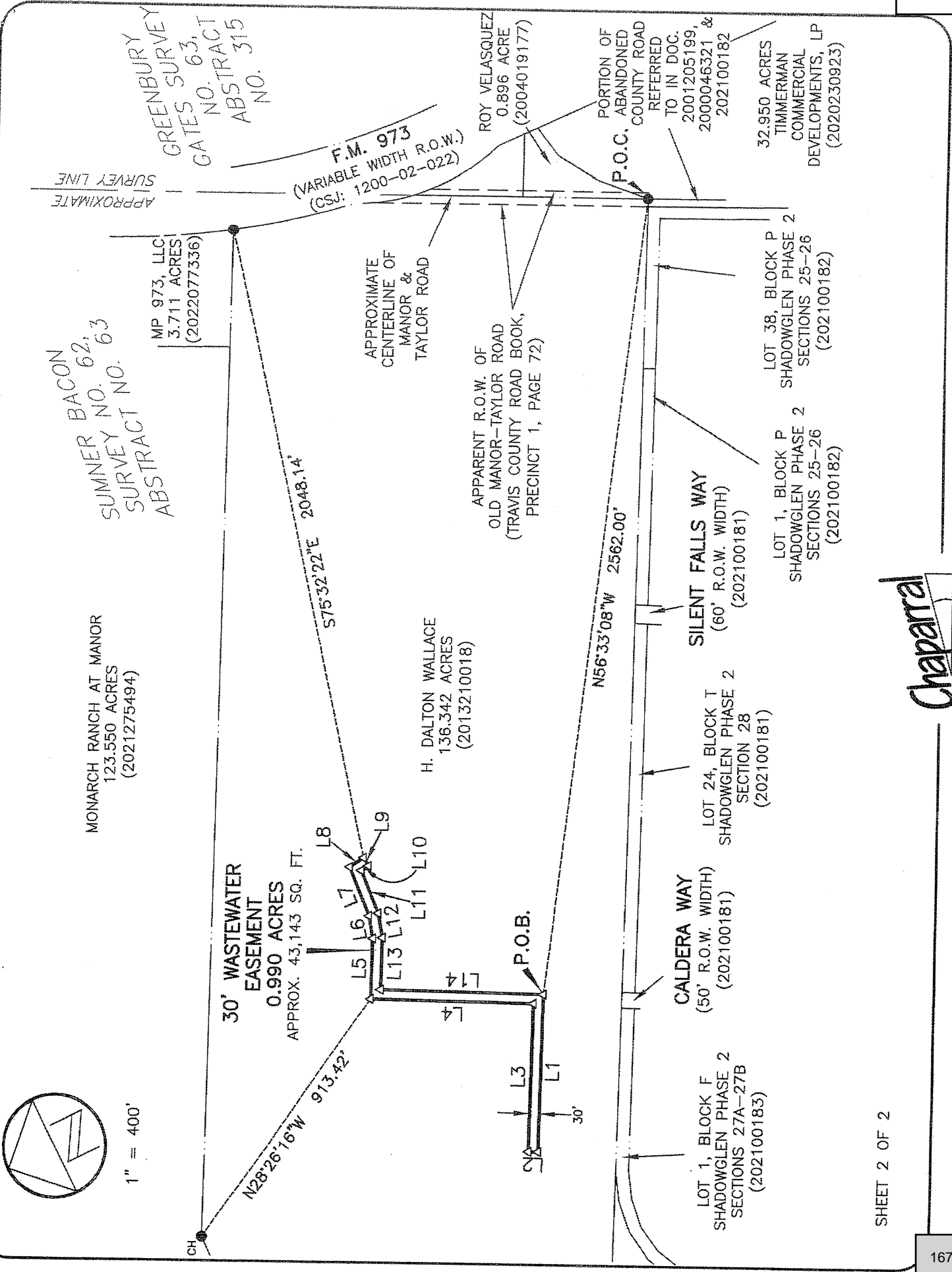


DATE OF SURVEY: 12/15/2021
 PLOT DATE: 05/30/2024
 DRAWING NO.: 496-002
 PROJECT NO.: 496-002-WWE4
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: JLB/EMD
 SHEET 1 OF 2

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 486-002-WWE4

Chaparral



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action for the purposes of acquiring a Water Utility Easement for the Waterline FM 973 Project.

BACKGROUND/SUMMARY:

The City is in the process of constructing a waterline along FM973 and has been negotiating with the Monroe Family to obtain a Water Utility Easement for its construction and placement. The Water Utility Easement is for a temporary and permanent 17,456 square-foot waterline easement. The agreement was negotiated between the City and the property owners in an amount not to exceed \$140,000. The agreement has been executed by the Monroe Family Trustee and is presented to the City Council for consideration. In August 2022, the proposed FM973 waterline extension was included in the 2022 Tax Note list of capital projects. The proposed plans to extend the waterline north of US290 along FM973 will improve the city’s overall service capacity and redundancy to meet the projected growth in the section of the city.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Yes
PRESENTATION: No
ATTACHMENTS: Yes

- Water Utility Easement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council authorize the acquisition of a Water Utility Easement from the Monroe Family Trustees and Life Estate for the Waterline FM973 Project and authorize the Mayor/Mayor Pro Tem to execute the agreement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

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

WATER UTILITY EASEMENT

DATE: _____

GRANTOR: Byron A.W. Monroe as to a Life Estate, and Marilyn Monroe Hall, Randy Gilbert Monroe, and Mary Ann Monroe, as Trustees of The Ozie Monroe Sr. Family Trust.

**GRANTOR'S MAILING ADDRESS: 13407 FM 973 North
Manor, TX 78653**

GRANTEE: City of Manor, Texas

**GRANTEE'S MAILING ADDRESS: 105 E. Eggleston Street
Manor, Texas 78653**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A Fifteen Foot (15') Wide water utility easement being a portion of that certain 27.4-acre, more or less, tract lying and situated in the Green Berry Gates Survey Abstract 315, Travis County, Texas, being a portion of a called 27.4 Acre tract of land recorded in Volume 5278, Page 1904, of the Official Public Records of Travis County, Texas, as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water utility mains, lines and pipes, and for the supplying of water utility service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto (the "Water Utility Easement"). Grantor reserves the right to enter upon and use the Property, but in no event shall Grantor use the Property in any manner which interferes in any material way or is inconsistent with the rights granted herein.

Grantee will maintain such non-exclusive easement in a state of good repair and efficiency

so that no unreasonable damages will result from its use to Grantor's premises. Notwithstanding the foregoing, Grantee shall restore the surface of the land described above as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the land described above that were removed as a result of such work. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns.

GRANTOR, for the consideration above, grants, sells and conveys to Grantee the easement, without warranty of any kind, whether express, implied, statutory or otherwise, and is expressly made subject to all prior easements and/or rights-of-way, the rights of parties in possession, and all prior encumbrances and other matters (i) of record with the local governmental agency responsible therefore and/or (ii) visible and on the ground and that a correct survey would reveal, to the full extent the same exist and affect the Easement herein granted.

When the context requires, singular nouns and pronouns include the plural.

[Signature Page Follows]

Dated as of the date first written above but acknowledged as of the dates set forth below.

GRANTOR:

Byron A.W. Monroe, life tenant

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2024, by Byron A.W. Monroe, in the capacity and for the purpose and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Marilyn Monroe Hall, Trustee of the Ozzie Monroe Sr. Family Trust.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Marilyn Monroe Hall, as a trustee of the Ozzie Monroe Sr. Family Trust.

Notary Public, State of Texas

GRANTOR:

Randy Gilbert Monroe, Trustee of the Ozzie Monroe Sr. Family Trust.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____,
2024 by Randy Gilbert Monroe, as a trustee of the Ozzie Monroe Sr. Family Trust.

GRANTOR:

Mary Ann Monroe, Trustee of the Ozzie Monroe Sr. Family Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____,
2024 by Mary Ann Monroe, as a trustee of the Ozzie Monroe Sr. Family Trust.

Notary Public, State of Texas

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2024, personally appeared Dr. Christopher Harvey., Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

EXHIBIT A
[SEE ATTACHMENT]

FIELD NOTES FOR A 6,171 SQUARE FOOT WATERLINE EASEMENT:

A **6,171 Square Foot Waterline Easement**, located in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, being a portion of a called 27.4 Acre tract of land recorded in Volume 5278, Page 1904, of the Official Public Records of Travis County, Texas. Said 6,171 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southeast line of F.M. 973, a variable width right-of-way, as depicted on State Department of Transportation, Plan of Proposed Right of Way Project, Account Number 8014-2-10, CSJ Number 1200-02-022, for the westerly most common corner between said 27.4 Acre tract and a called 11.781 Acre tract of land recorded in Document No. 2022196885, of the Official Public Records of Travis County, Texas, from which a found 1/2" iron rod in the common line between said F.M. 973 and said 11.781 Acre tract, bears N 27° 42' 44" E, with said common line, a distance of 443.26 feet;

THENCE: S 62° 17' 16" E, with the common line of said 27.4 Acre tract and said 11.781 Acre tract, a distance of **15.00 feet**, to a point for corner;

THENCE: Over and across said 27.4 Acre tract, the following three (3) courses:

1. **S 27° 42' 44" W**, a distance of **178.18 feet**, to a point for corner;
2. **S 27° 45' 44" W**, a distance of **233.23 feet**, to a point for corner;
3. **N 62° 14' 16" W**, a distance of **15.00 feet**, to a point in the common line between said 27.4 Acre tract and said F.M. 973, for corner;


THENCE: With said common line, the following two (2) courses:

1. **N 27° 45' 44" E**, a distance of **233.22 feet**, to a point for corner;
2. **N 27° 42' 44" E**, a distance of **178.17 feet**, to the **POINT OF BEGINNING** and containing **6,171 Square Feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. A survey plat was prepared by a separate document. Field work was completed on June 22, 2023.



Scott F. Ammons

 ©George Butler Associates, Inc. 2023	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15416.00	TITLE Exhibit "A" Waterline Easement Manor, Travis Co., TX	SHEET NUMBER 1 of 4
		DATE 08/04/2023		

FIELD NOTES FOR A 11,285 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **11,285 Square Foot Temporary Construction Easement**, located in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, being a portion of a called 27.4 Acre tract of land recorded in Volume 5278, Page 1904, of the Official Public Records of Travis County, Texas. Said 11,285 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said 27.4 Acre tract and a called 11.781 Acre tract of land recorded in Document No. 2022196885, of the Official Public Records of Travis County, Texas, from which a point in the southeast line of F.M. 973, a variable width right-of-way, as depicted on State Department of Transportation, Plan of Proposed Right of Way Project, Account Number 8014-2-10, CSJ Number 1200-02-022, for the westerly most common corner between said 27.4 Acre tract and said 11.781 Acre tract, bears N 62° 17' 16" W, with said common line, a distance of 15.00 feet, from said point a 1/2" iron rod in the common line of said F.M. 973 and said 11.781 Acre tract, bears N 27° 42' 44" E, with said common line, a distance of 443.26 feet;

THENCE: S 62° 17' 16" E, with the common line between said 27.4 Acre tract and said 11.781 Acre tract, a distance of **25.00 feet**, to a point for corner;

THENCE: Over and across said 27.4 Acre tract, the following three (3) courses:

1. S 27° 42' 44" W, a distance of **178.19 feet**, to a point for corner;
2. S 27° 45' 44" W, a distance of **258.24 feet**, to a point for corner;
3. N 62° 14' 16" W, a distance of **40.00 feet**, to a point in the common line between said F.M. 973 and said 27.4 Acre tract, for corner;

THENCE: N 27° 45' 44" E, with said common line, a distance of **25.00 feet**, to a point for corner;


THENCE: Over and across said 27.4 Acre tract, the following three (3) courses:

1. S 62° 14' 16" E, a distance of **15.00 feet**, to a point for corner;
2. N 27° 45' 44" E, a distance of **233.23 feet**, to a point for corner;
3. N 27° 42' 44" E, a distance of **178.18 feet**, to the **POINT OF BEGINNING** and containing **11,285 Square Feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. A survey plat was prepared by a separate document. Field work was completed on June 22, 2023.

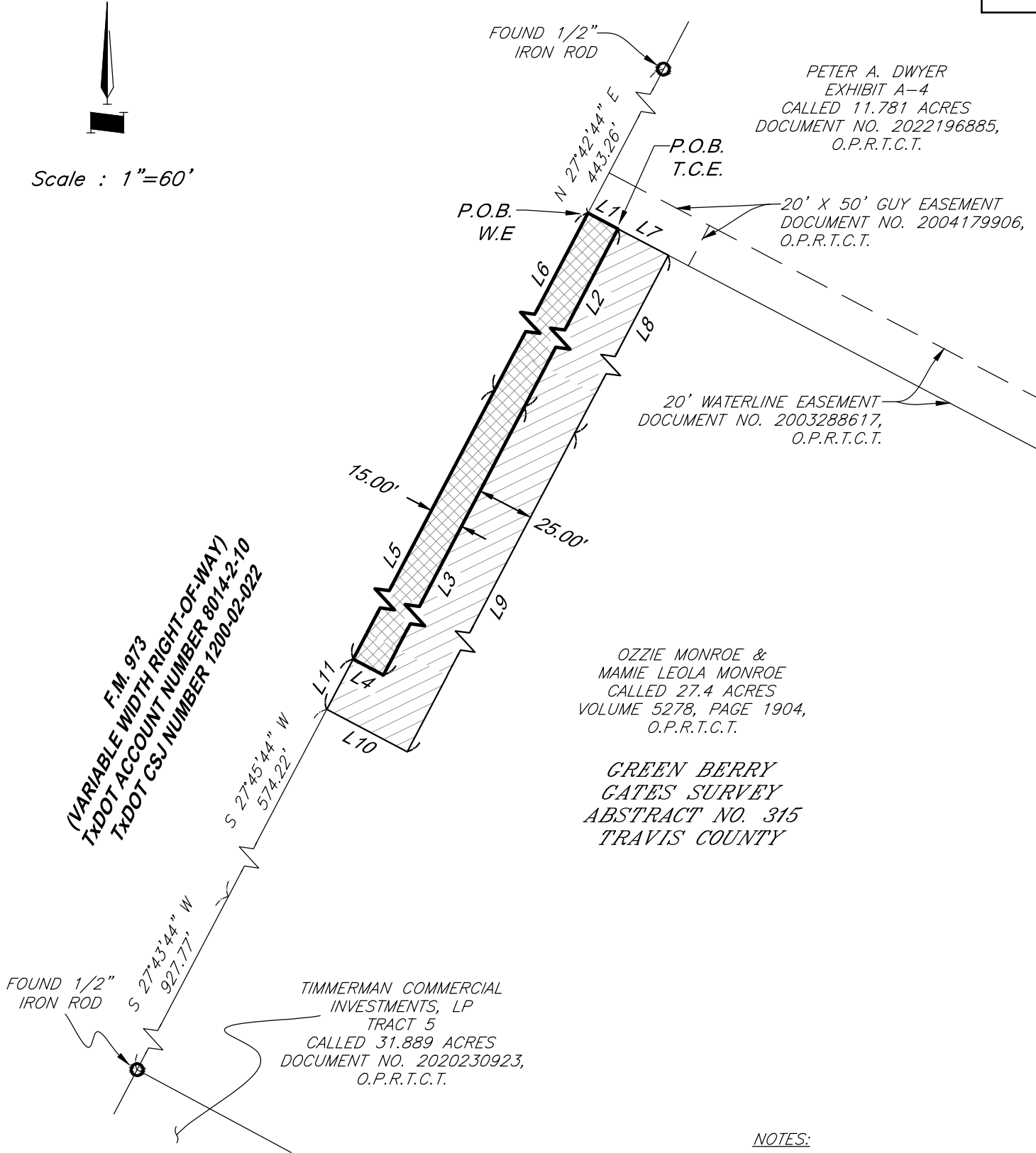


Handwritten signature of Scott F. Ammons

 ©George Butler Associates, Inc. 2023	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 5 1 2 . 6 1 6 . 0 0 5 5 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15416.00	TITLE Exhibit "A" Waterline Easement Manor, Travis Co., TX	SHEET NUMBER 2 of 4
		DATE 08/04/2023		



Scale : 1"=60'



PETER A. DWYER
EXHIBIT A-4
CALLED 11.781 ACRES
DOCUMENT NO. 2022196885,
O.P.R.T.C.T.

20' X 50' GUY EASEMENT
DOCUMENT NO. 2004179906,
O.P.R.T.C.T.

20' WATERLINE EASEMENT
DOCUMENT NO. 2003288617,
O.P.R.T.C.T.

OZZIE MONROE &
MAMIE LEOLA MONROE
CALLED 27.4 ACRES
VOLUME 5278, PAGE 1904,
O.P.R.T.C.T.


GREEN BERRY
GATES SURVEY
ABSTRACT NO. 315
TRAVIS COUNTY


TIMMERMAN COMMERCIAL
INVESTMENTS, LP
TRACT 5
CALLED 31.889 ACRES
DOCUMENT NO. 2020230923,
O.P.R.T.C.T.

NOTES:

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.


 Denotes Waterline Easement
6,171 Square Feet

 Denotes T.C.E.
11,285 Square Feet

 GBA architects engineers ©George Butler Associates, Inc. 2023	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15416.00	TITLE Exhibit "A" Waterline Easement Manor, Travis Co., TX	SHEET NUMBER 3 of 4
		DATE 08/04/2023		<div style="border: 1px solid black; width: 40px; height: 20px; text-align: center; margin-left: auto;">177</div>

<i>Line Table</i>		
<i>Line #</i>	<i>Bearing</i>	<i>Distance</i>
L1	S 62° 17' 16" E	15.00'
L2	S 27° 42' 44" W	178.18'
L3	S 27° 45' 44" W	233.23'
L4	N 62° 14' 16" W	15.00'
L5	N 27° 45' 44" E	233.22'
L6	N 27° 42' 44" E	178.17'
L7	S 62° 17' 16" E	25.00'
L8	S 27° 42' 44" W	178.19'
L9	S 27° 45' 44" W	258.24'
L10	N 62° 14' 16" W	40.00'
L11	N 27° 45' 44" E	25.00'

LEGEND

	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.E.	WATERLINE EASEMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



SCOTT F. AMMONS 08/04/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Possession and Use Agreement for Utility Easement Purposes for the Waterline FM 973 Project.

BACKGROUND/SUMMARY:

The City is in the process of constructing a waterline along FM 973 and has been negotiating obtaining utility easements from property owners along FM 973 for its construction and placement. The Possession and Use Agreement for Utility Easement Purposes is for an 18,921 square foot waterline easement. The agreement was negotiated between the City and the owner, Pete Dwyer, as assignee for Cottonwood Holdings, Ltd. for an amount not to exceed \$96,000. The agreement has been executed by Mr. Dwyer and is provided to the City Council for consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Possession and Use Agreement for Utility Easement Purposes

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the Possession and Use Agreement for Utility Easement Purposes with Pete Dwyer as the assignee for Cottonwood Holdings, Ltd. for the Waterline FM 973 Project and authorize the City Manager to execute the agreement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

POSSESSION AND USE AGREEMENT FOR UTILITY EASEMENT PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 3
CITY OF MANOR	§	Project: WATERLINE EASEMENT FM 973

*Peter A. Dwyer,
Assignee of
P
01/11/2024*

This Possession and Use Agreement For Waterline Easement Purposes (the "Agreement") between **CITY OF MANOR, TEXAS** ("City" or "Grantee"), and **COTTONWOOD HOLDINGS, LLC** (the "Grantor" whether one or more), grants to the City, its contractors, agents, and all others deemed necessary by the City, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed City of Manor Waterline Easement FM 973 Project and related appurtenances, drainage, and utility relocations (the "Waterline Easement FM 973 Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibits "A" which are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the City, which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the City the right of entry and exclusive possession and use of the Property for the purpose of constructing a waterline t, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Waterline Easement FM 973 Project. This Possession and Use Agreement will extend to the City, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the City in the future, and all others deemed necessary by the City for the purpose of the Waterline Easement FM 973 Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the City will tender to the Grantor the sum of **NINETY-SIX THOUSAND and 00/100 Dollars (\$96,000.00)** (the "Entry Deposit"). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The City will immediately be entitled to take possession and use of the Property upon full execution of this Agreement and tender of payment of the Entry Deposit to Grantor as set forth in paragraph 3 herein.

The parties agree that the Entry Deposit tendered represents 100% of the City's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the City's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the City in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil,

gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the difference between the Entry Deposit tendered and the amount of such final settlement or judgement for acquisition of the Property represents an overpayment and upon written notice from the City, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgement to the City.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the City or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT2301872 issued June 29, 2024, by Texan Title Insurance Company. (and any subsequent updates prior to the Effective Date of June 12, 2023), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the City from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by the City, subject to the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Travis County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the City in the Property, for negotiation or eminent domain proceeding purposes, will be the date the Special Commissioners' Award is tendered to the registry of the court, or if the Special Commissioners' Award is not greater than the consideration paid for this Agreement, the date of the Special Commissioners' Hearing. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2, the City shall use best efforts to tender the difference to the registry of the court as soon as possible following the date the Award of Special Commissioners is signed by the Judge and filed with the Court but in no event no later than 90 (ninety) days following the date the Award of Special Commissioners is signed by the Judge and filed with the court.

6. This Agreement is made with the understanding that the City will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the City, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The City's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. If the City institutes or has instituted eminent domain proceedings, the City will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the City until the entry of Judgment.
8. The purpose of this Agreement is to allow the City to proceed with its Waterline Easement FM 973 Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the City's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Waterline Easement FM 973 Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Waterline Easement FM 973 Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all oil, gas, and sulfur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the City to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the City takes possession of the Property.
11. Notwithstanding the acquisition of the right of possession to the Property by the City in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to

the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the City acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the City will record this document.

14. Other conditions: None.

At no time during the possession of the Property by the City for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the City and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR: Peter A. Dwyer, Assignee of
COTTONWOOD HOLDINGS, LLC LLC

By: [Signature]

Name: Peter A. Dwyer

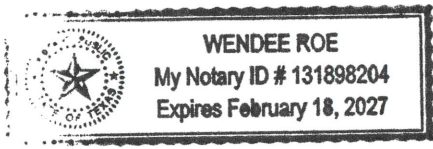
Title: President
Cottonwood Holdings, Ltd

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 16 day of June, 2024
by Peter A. Dwyer in the capacity and for the purposes and
consideration recited herein.

Wendee Roe
Notary Public, State of Texas
Printed Name: Wendee Roe
My Commission Expires: February 18, 2027



CITY OF MANOR:

By: _____
Scott Moore
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____, 2024 by Scott Moore, City Manager of City of Manor, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires:

AFTER RECORDING RETURN TO:

City of Manor
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

Exhibit "A"

[ATTACHED]



FIELD NOTES FOR A 18,921 SQUARE FOOT WATERLINE EASEMENT:

A **18,921 Square Foot Waterline Easement**, located in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, being a portion of a called 11.781 Acre tract of land described as Tract 2 in Document No. 2022196885, of the Official Public Records of Travis County, Texas. Said 18,921 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said 11.781 Acre tract and F.M. 973, a variable width right-of-way, as depicted on State Department of Transportation, Plan of Proposed Right of Way Project, Account Number 8014-2-10, CSJ Number 1200-02-022, from which a found 1/2" iron rod, in the southeast line of said F.M. 973, for a northwesterly corner of said 11.781 Acre tract, bears N 27° 42' 44" E, with said common line, a distance of 145.69 feet;

THENCE: Over and across said 11.781 Acre tract, the following two (2) courses:

1. S 77° 14' 07" E, a distance of **15.53 feet**, to a point for corner;
2. S 27° 42' 44" W, a distance of **1,263.43 feet**, to a point in the common line between said 11.781 Acre tract and a called 27.4 Acre tract of land recorded in Volume 5278, Page 1904, of the Official Public Records of Travis County, Texas, for corner;


THENCE: N 62° 17' 16" W, with said common line, a distance of **15.00 feet**, to a point in the southeast line of said F.M. 973, for the westerly most common corner between said 11.781 Acre tract and said 27.4 Acre tract, for corner;

THENCE: N 27° 42' 44" E, with the common line of said 11.781 Acre tract and said F.M. 973, at 443.26 feet, passing a 1/2" iron rod in said common line, a total distance of **1,259.43 feet**, to the **POINT OF BEGINNING** and containing **18,921 Square Feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. A survey plat was prepared by a separate document. Field work was completed on June 22, 2023.



Scott F. Ammons

 © George Butler Associates, Inc. 2023	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15416.00	TITLE Exhibit "A" Waterline Easement Manor, Travis Co., TX	SHEET NUMBER 1 of 5
		DATE 08/04/2023		

P

FIELD NOTES FOR A 32,704 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **32,704 Square Foot Temporary Construction Easement**, located in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, being a portion of a called 11.781 Acre tract of land described as Tract 2 in Document No. 2022196885, of the Official Public Records of Travis County, Texas. Said 32,704 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said 11.781 Acre tract and F.M. 973, a variable width right-of-way, as depicted on State Department of Transportation, Plan of Proposed Right of Way Project, Account Number 8014-2-10, CSJ Number 1200-02-022, from which a found 1/2" iron rod, in the southeast line of said F.M. 973, for a northwesterly corner of said 11.781 Acre tract, bears N 27° 42' 44" E, with said common line, a distance of 145.69 feet;

THENCE: N 27° 42' 44" E, with said common line, a distance of **25.88 feet**, to a point for corner;

THENCE: Over and across said 11.781 Acre tract, the following two (2) courses:

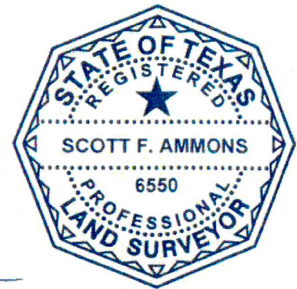
1. **S 77° 14' 07" E**, a distance of **41.40 feet**, to a point for corner;
2. **S 27° 42' 44" W**, a distance of **1,295.98 feet**, to a point in the common line between said 11.781 Acre tract and a called 27.4 Acre tract of land recorded in Volume 5278, Page 1904, of the Official Public Records of Travis County, Texas, for corner;

THENCE: N 62° 17' 16" W, with said common line, a distance of **25.00 feet**, to a point for corner;

THENCE: Over and across said 11.781 Acre tract, the following two (2) courses:

1. **N 27° 42' 44" E**, a distance of **1,263.43 feet**, to a point for corner;
2. **N 77° 14' 07" W**, a distance of **15.53 feet**, to the **POINT OF BEGINNING** and containing **32,704 Square Feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. A survey plat was prepared by a separate document. Field work was completed on June 22, 2023.

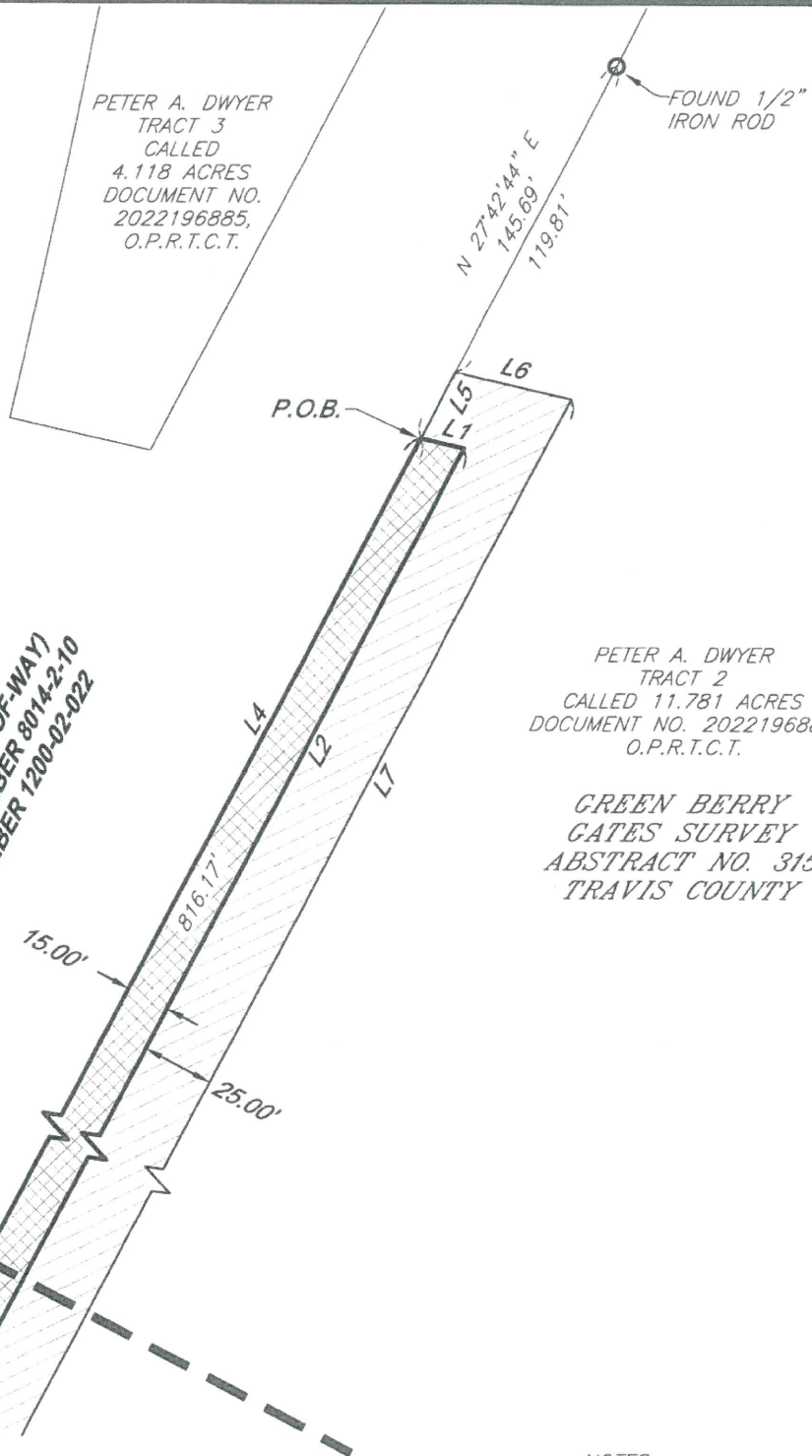


Handwritten signature of Scott F. Ammons

<p>© George Butler Associates, Inc. 2023</p>	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER	TITLE	SHEET NUMBER
		15416.00	Exhibit "A" Waterline Easement Manor, Travis Co., TX	2 of 5
		DATE		
		08/04/2023		

Handwritten letter P in a circle

Scale : 1"=60'



- NOTES:
1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

Denotes W.E. 18,921 Square Feet

Denotes T.C.E. 32,704 Square Feet

<p>GBA architects engineers © George Butler Associates, Inc. 2023</p>	2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15416.00	TITLE Exhibit "A" Waterline Easement Manor, Travis Co., TX	SHEET NUMBER 3 of 5
		DATE 08/04/2023		



Scale : 1"=60'

F.M. 973
VARIABLE WIDTH RIGHT-OF-WAY
TXDOT ACCOUNT NUMBER 8014-2-10
TXDOT CSJ NUMBER 1200-02-022

FOUND 1/2" IRON ROD

MATCH LINE
SEE SHEET 3
MATCH LINE
SEE THIS SHEET

PETER A. DWYER
TRACT 2
CALLED 11.781 ACRES
DOCUMENT NO. 2022196885,
O.P.R.T.C.T.

GREEN BERRY
GATES SURVEY
ABSTRACT NO. 315
TRAVIS COUNTY

15.00'

L4

L2

L7

443.26'

25.00'

20' X 50' GUY EASEMENT
DOCUMENT NO. 2004179906,
O.P.R.T.C.T.

20' WATERLINE EASEMENT
DOCUMENT NO. 2003288617,
O.P.R.T.C.T.

OZZIE MONROE &
MAMIE LEOLA MONROE
CALLED 27.4 ACRES
VOLUME 5278, PAGE 1904,
O.P.R.T.C.T.

NOTES:

- 1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.



Denotes W.E.
18,921 Square Feet



Denotes T.C.E.
32,704 Square Feet

GBA
architects
engineers
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2023

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
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TBPELS FIRM #10194808

PROJECT NUMBER
15416.00
DATE
08/04/2023

TITLE
Exhibit "A"
Waterline Easement
Manor, Travis Co., TX

SHEET NUMBER
4 of 5



Line Table		
Line #	Bearing	Distance
L1	S 77° 14' 07" E	15.53'
L2	S 27° 42' 44" W	1263.43'
L3	N 62° 17' 16" W	15.00'
L4	N 27° 42' 44" E	1259.43'
L5	S 27° 42' 44" W	25.88'
L6	S 77° 14' 07" E	41.40'
L7	S 27° 42' 44" W	1295.98'
L8	N 62° 17' 16" W	25.00'

LEGEND

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.E.	WATERLINE EASEMENT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



SCOTT F. AMMONS 08/04/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER
15416.00
DATE
08/04/2023

TITLE
Exhibit "A"
Waterline Easement
Manor, Travis Co., TX

SHEET NUMBER
5 of 5





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).

Applicant: SEC Planning

Owner: Blackburn Group LLC

BACKGROUND/SUMMARY:

The Monarch Ranch PUD was first approved by Ordinance 636 on January 19, 2022. It was amended by Ordinance 681 on December 7, 2022. This amendment was to update the roadway and lot layout to accommodate the city’s new thoroughfare plan.

This second amendment to the PUD proposes reducing the minimum dwelling unit size from 1,700 square feet to 1,300 square feet. No other additional PUD changes are proposed.

Limits have been set on the range of home sizes so as to provide multiple options as well as having enough home elevations/designs to satisfy our zoning code’s requirement for elevation differentiation. The development is approved for 400 homes, so 20% would represent 80 homes. Each size range is limited to 20% of the overall development, except for units 1,701 or larger, which are not limited.

Minimum dwelling unit size:

Dwelling Unit Size (conditioned space)	Maximum Percentage
1,300 - 1,400 sq. ft.	20%
1,401 - 1,500 sq. ft.	20%
1,501 - 1,600 sq. ft.	20%
1,601 - 1,700 sq. ft.	20%
1,701 + sq. ft.	Unlimited

The second amendment to the PUD is being considered concurrently with the Third Amendment to the Development Agreement. The Development Agreement amendment is to update the masonry requirements based on the proposed dwelling unit sizes in this second PUD amendment.

Under our zoning code, the minimum dwelling unit size (conditioned space) for properties not in the Historic District is 2,000 square feet for SF-1 and 1,700 for SF-2. If the homes are 50% masonry (stone, brick, or cement stucco), these can be reduced to 1,500 sf and 1,200 sf, respectively, with the approval of a Development Agreement. For unconditioned space, a two-car enclosed garage and a minimum 100 sf covered or uncovered patio are also required. Enclosed garages typically are 350 sf – 400 sf, so with these, the overall structure could be 2,500 sf – 2,200 sf, if no masonry is included.

The original Monarch Ranch PUD followed the SF-2 standard and set the minimum dwelling unit size to 1,700 sf. Through the Development Agreement, they were approved to have 30% front façade masonry, with corner and double-frontage lots also having a minimum of 30% of masonry on the side or rear. Had they been zoned SF-2 rather than PUD, the dwelling units would have required 0% masonry, so the Development Agreement requiring 30% front façade masonry was higher than code standards.

Our zoning code allows for each 10% increment of masonry applied to the entire structure, the conditioned space can be reduced by 100 square feet. So a home in an SF-2 district is required to have 1,700 sf of conditioned space, but if 50% of the structure is masonry, the minimum dwelling size can be 1,200 sf.

A modified version of this code is being applied to the Monarch Ranch PUD with the Development Agreement amendment. Since the current Development Agreement only requires front façade masonry and not an overall structure percentage, the amendment maintains that exception but increases the amount of masonry on the front façade consistent with our zoning code. So for each 100 sf the dwelling unit is reduced the front façade masonry is increased by 10%. The table below is what is proposed in the Development Agreement amendment to be considered by the City Council when the PUD amendment comes back for the second and final reading on August 7th, should the first reading be approved.

A. Masonry and Dwelling Unit Size Table

Dwelling Unit Size (conditioned space)	Minimum Front Façade* Masonry Percentage
1,300 – 1,400 sq. ft.	70%
1,401 – 1,500 sq. ft.	60%
1,501 – 1,600 sq. ft.	50%
1,600 – 1,700 sq. ft.	40%
1,701 + sq. ft.	30%

* Collector Road and Corner Lots shall have side and rear masonry percentages equal to the minimum front façade percentage.

The Planning and Zoning Commission at their July 10th meeting voted 4-1 to recommend approval with the table modified to be:

Dwelling Unit Size (conditioned space)	Maximum Percentage
1,300 -1,400 sq. ft.	15%
1,401 – 1,500 sq. ft.	15%

1,501 – 1,600 sq. ft.	20%
1,601 – 1,700 sq. ft.	20%
1,701 + sq. ft.	Unlimited

The Planning and Zoning Commission discussed at length the need to balance housing affordability/attainability and long-term property values/neighborhood character. The Developer promoted the smaller unit sizes to be at a more attainable price while also providing additional choices and designs for buyers.

Commissioner Orion spoke from recent personal experience that smaller units do not always mean the cost of the home becomes that much more affordable as she shared her experience looking for a new home in Elgin prior to moving to Manor where the homes were 900 sq. ft to 1,760 sq ft., and the smaller ones were still around \$350,000+. She further spoke that under the proposed maximum percentages, 80% of the entire development could be below the code minimum of 1,700 sq. ft., which does not meet a PUD’s intent to be a superior zoning designation. Commissioner Stensland spoke of his experience in Austin, which tries to provide all types of homes, for all types of people, in all parts of town; so by approving this PUD amendment, it would introduce a larger variation of home sizes and help achieve a more diverse community. However, Commissioner Stensland agreed with Commissioner Orion that the number of units below the current 1,700 sq. ft. should be limited further as a PUD is intended to be a superior zoning classification above standard zoning.

Vice-Chair Chavis and Commissioner Meyer spoke of their concern that the smaller units could be clustered in one phase or area of the development as the PUD does not restrict the number of unit sizes within each phase. The Developer said that shouldn’t be a concern as they plan to disperse the housing types throughout the development. The developer additionally added that they have homes that go up to 2,800 sq. ft. of conditioned space (3,200 sq. ft. total), so the 1,700 sq. ft. minimum doesn’t represent the maximum home size they intend to offer to buyers. Based on the lot size mix, the larger 60’ lots would have the larger homes, and as currently planned and approved on the Preliminary Plat, the development has 25.2% 60’ lots and 74.8% 50’ lots. Within Phase 1 the unit mix is 98 50’ lots and 36 60’ lots, Phase 2 has 109 50’ lots and 20 60’ lots, and Phase 3 has 81 50’ lots and 41 60’s. In total that is 288 50’ lots and 97 60’ lots for a total of 385 lots.

The developer said his goal is not to put in 20% 1,300 sq. ft. homes, as this PUD amendment would allow, but to offer a variety of products and price points and let the market decide demand.

Commissioner Orion motioned to reduce the proposed 20% limits to 10% each, which would have allowed 40% of the total units to be below 1,700 sq. ft and Commission Meyer seconded it. That motion failed 2 – 3, with Vice Chair Chavis, Commissioner Stensland, and Commissioner Nila voting against it. Commissioner Stensland put forward a new motion to reduce units 1,300 – 1,500 to 15% each, 1,500 – 1,700 to 20% each, and 1,700 + unlimited. That motion was approved 4-1, with Commissioner Orion voting against it. Commissioner Stensland said this allows 30% the development to be above 1,700 sq. ft., which provides enough space for growing families, and 70% below, which provides people with additional choices that suit their needs and budgets. Commissioner Orion objected as she spoke that to maintain superiority, the development should be primarily above the code minimum of 1,700 sq. ft. with only 20-30% of the entire project below the 1,700 sq. ft. limit. Commissioner Orion said that a better way to achieve affordability is to reduce lot sizes in future developments and not dwelling unit sizes.

- LEGAL REVIEW:** Yes, Veronica Rivera
- FISCAL IMPACT:** No
- PRESENTATION:** No
- ATTACHMENTS:** Yes

- Ordinance
- Rezoning Map
- Aerial Image
- Monarch Ranch PUD
- PUD Comparison
- Draft 3rd DA Amendment
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an Ordinance rezoning the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X – with modifications		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCES Nos. 636 and 681 TO MODIFY THE PLANNED UNIT DEVELOPMENT SITE PLAN FOR THE MONARCH RANCH FINAL PLANNED UNIT DEVELOPMENT; REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, Ordinance No. 636 was adopted by the City of Manor City Council (the "City Council") on January 19, 2022;

Whereas, Ordinance No. 681, being the first amendment to the Monarch Ranch Planned Unit Development was adopted by the City Council on December 7th, 2022 and amended Ordinance No. 636 to include the Planned Unit Development Site Plan for the Monarch Ranch Final Planned Unit Development as part of Exhibit "A";

Whereas, the owner of the Property is requesting to amend Ordinances Nos. 636 and 681 in order to modify the Planned Unit Development Site Plan for the Monarch Ranch Final Planned Unit Development;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council; and

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinances. Ordinances Nos. 636 and 681 are hereby modified and amended by deleting Exhibit "A" in its entirety, and replacing it with a new Exhibit "A" to include the modified planned unit development site plan for the Monarch Ranch Final PUD, attached hereto and incorporated herein as if fully set forth.

Section 3. Severability. Any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Amendment of Conflicting Ordinances. Exhibit "A" of the City's Ordinances

ORDINANCE NO.

Page 2

No. 636 and 681, are hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this Ordinance are amended only to the extent of such conflict otherwise remaining in full force and effect. In the event of a conflict or inconsistency between this Ordinance and any code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED FIRST READING on this the 17th day of July 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of August 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

EXHIBIT "A"

Property Legal Description:

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being all of that certain called 146 3/4 acre tract of land described in the deed to Janice Thurman White Trust, Martin Payne, John Thurman Payne add Enfield Partners, LLC, recorded in Document No. 2019013312, Official Public Records, Travis County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the South corner of the tract being described herein at a 1/2-inch iron rod found in the Northwesterly right-of-way line of F.M. 973 for the East corner of that certain called 136.342 acre tract of land described in the deed to H. Dalton Wallace, recorded in Document No. 2013210018, Official Public Records, Travis County, Texas and the South corner of said 146 3/4 acre tract of land, from which a 1/2-inch iron rod found on the Northwesterly right-of-way line of said F.M. 973 and the Southeasterly line of said 136.342 acre tract of land bears S13°18'28"W, a distance of 389.02 feet;

THENCE with the common line of said 136.342 acre tract of land said 146 3/4 acre tract of land, the following courses and distances:

N62°14'30"W, a distance of 3199.28 feet to a capped iron rod stamped "Chapparal" found for corner;

N88°59'54"W, a distance of 788.38 feet to a 1/2-inch iron rod found for the South corner of that certain called 59.072 acre tract of land described in the deed to Danny K. Fuchs and Diane F. Swanson, recorded in Document No. 2020081497, Official Public Records, Travis County, Texas and the West corner of said tract herein described;

THENCE with the East line of said 59.072 acre tract of land, the following courses and distances:

N12°37'38"E, a distance of 546.74 feet to a 4-inch wood fence corner post found for corner;

N71°31'15"E, a distance of 218.24 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for corner;

N53°03'35"E, a distance of 273.85 feet to a capped iron rod set for corner;

N26°39'39"E, a distance of 230.33 feet to a 1/2-inch iron rod found for corner;

N79°38'13"W, a distance of 59.13 feet to a 1/2-inch iron rod found for corner;

N06°31'39"E, passing at a distance of 649.99 feet a capped iron rod stamped "McGray"

ORDINANCE NO.**Page 4**

found for corner and continuing on said course for a total distance of 724.90 feet to a 1/2-inch iron rod found in the Southwesterly line of Gregg Lane for the East corner of said 59.072 acre tract of land and the North corner of said tract herein described;

THENCE S62°19'23"E, with the Southwesterly line of said Gregg Lane, a distance of 4059.00 feet to a capped iron rod set in the Northwesterly right-of-way line of said F.M. 973 for the East corner of said tract herein described, from which a concrete monument found on the Northeasterly line of said Gregg Lane for the South corner of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas bears N27°21'28"E, a distance of 32.41 feet;

THENCE with the Northwesterly right-of-way line of said F.M. 973, the following courses and distances:

S27°21'28" W for a distance of 1082.34 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;

With said curve to the left, an arc length of 391.80 feet, a central angle of 09° 23'08", a radius of 2391.83 feet and a chord that bears S22°39'54"W, a distance of 391.36 feet to the POINT OF BEGINNING and containing 134.529 acres of land.

The herein referenced tract is referenced to State Plane Coordinates, Texas Central Zone, 4203.

ORDINANCE NO.

Page 5

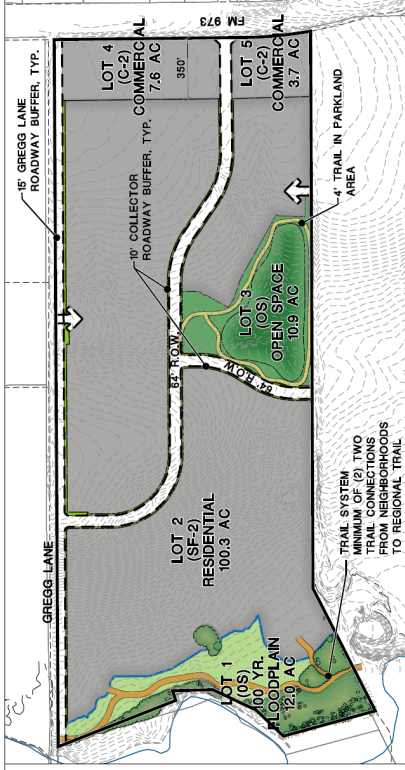
Planned Unit Development Site Plan for the Monarch Ranch Final Planned Unit Development
[attached]



MONARCH RANCH
FINAL PUD SITE PLAN

MANOR, TEXAS

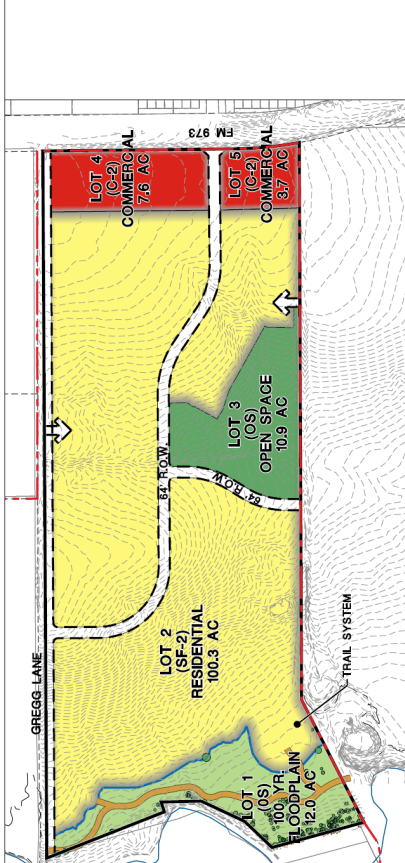
Table with project details including title block, sheet number, and revision history.



Scale: 1" = 300'

PARK PLAN
PARK LAND DEDICATION:
400 / 66 x 1 = 6.1 (required park acreage)
22.9 (proposed park acreage)

8" CONCRETE TRAIL (2,400 L.F.)

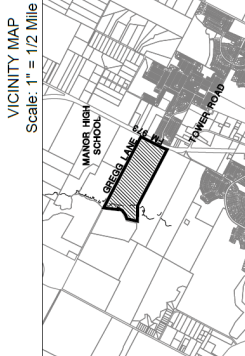


Scale: 1" = 300'

LEGEND table with symbols for Plan Boundary, Proposed Right-of-Way, City Limits, F Walks, and F Trails.

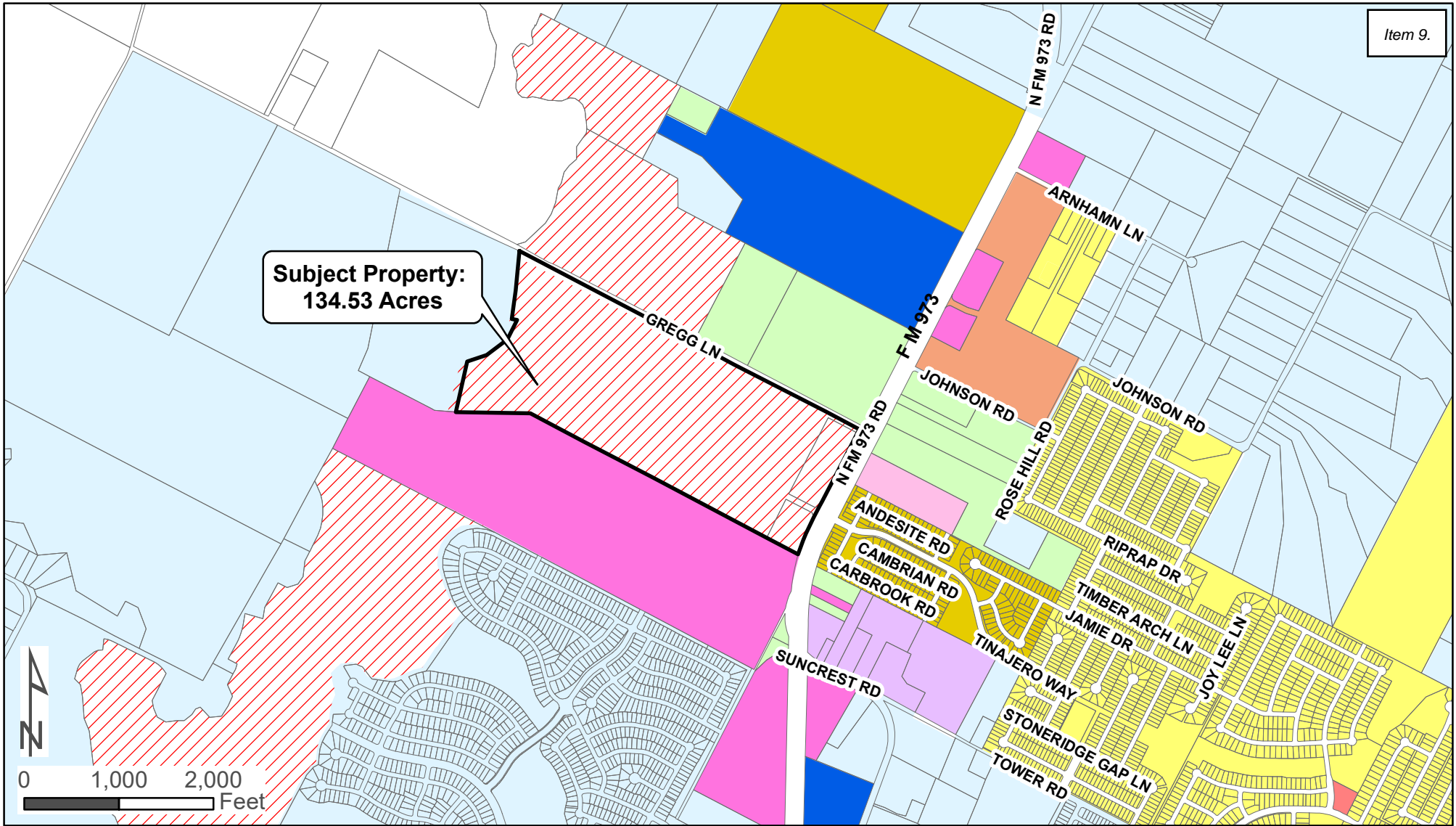
LAND USE PARCEL TABLE with columns for Land Use, Acreage, Lots, and Density.

Multiple sections of text including:
A. Purpose and Intent
B. Applicable and Referenced Code of Ordinances
C. Conceptual Site Layout and Land Use Plan
D. Alternative Circulation Plan
E. Residential Development Standards
F. Parkland and Open Space
G. Easements and Other Notes
H. Landmarking
I. Other notes and conditions.



VICINITY MAP
Scale: 1" = 1/2 Mile

Approval and authorized for record by the City Council for the City of Manor, Texas. Dated this ___ Day of ___, 20__.



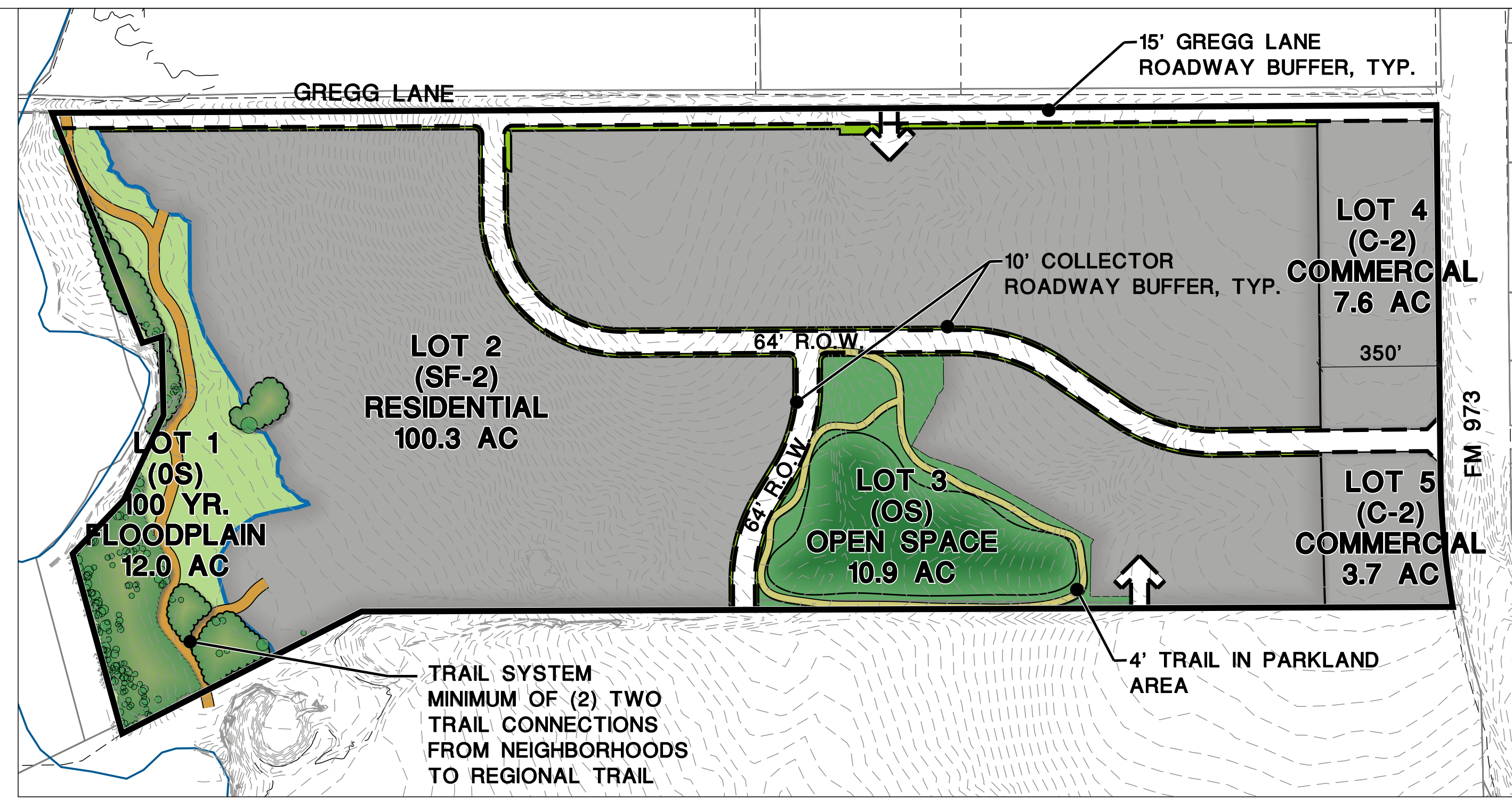
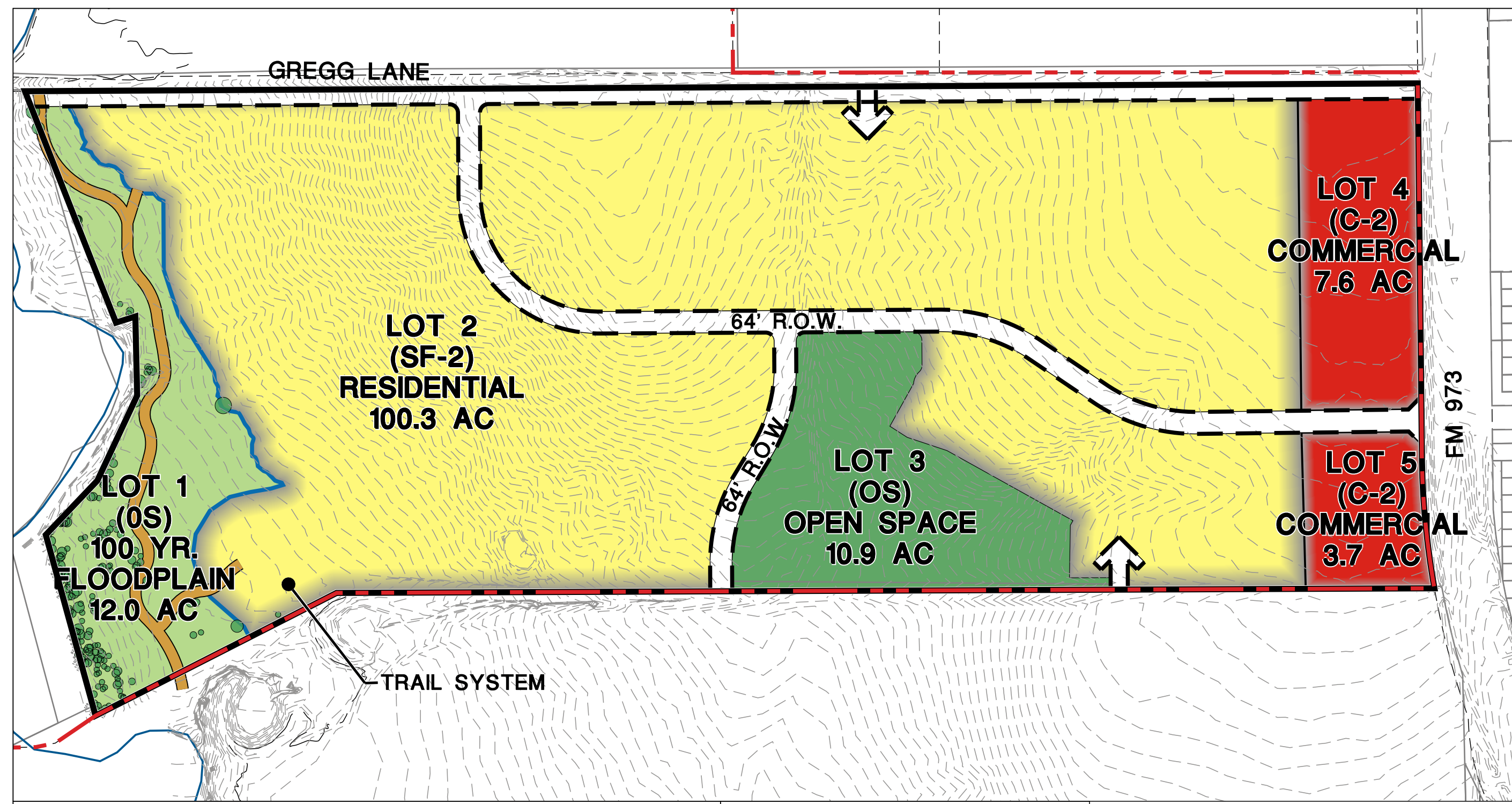
Current:
(PUD) Planned Unit Development

Proposed:
(PUD) Planned Unit Development

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ

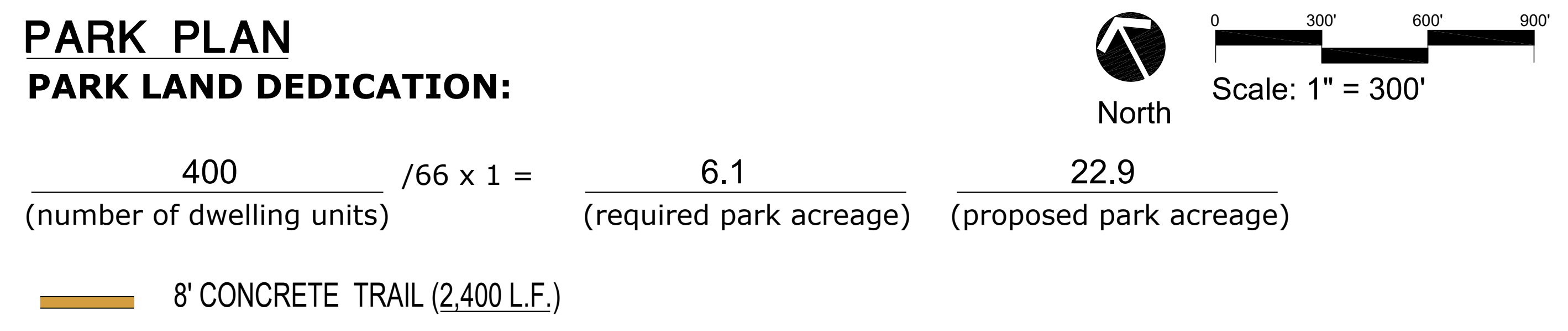
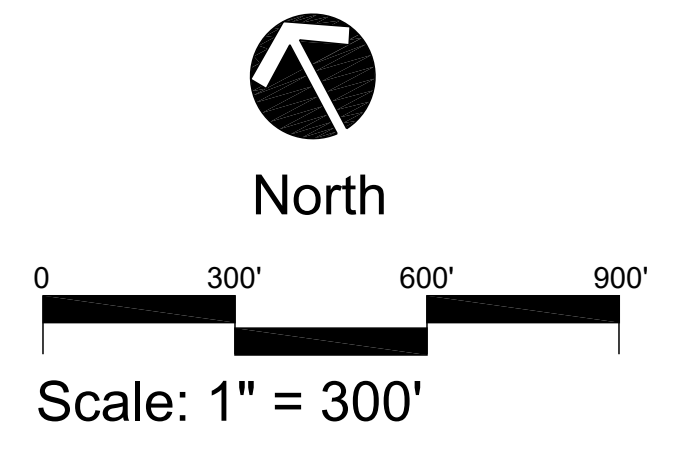






LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	101.9 ACRES	400 LOTS	4.0 DU/AC
(C-2) MEDIUM COMMERCIAL	11.3 ACRES	2 LOTS	
(OS) FLOODPLAIN	12.0 ACRES	1 LOTS	
(OS) OPEN SPACE	9.3 ACRES	1 LOTS	
TOTAL	134.5 ACRES	3.0 DU/AC	

	PLAN BOUNDARY
	PROPOSED RIGHT-OF-WAY
	CITY LIMITS
	4' WALKS
	8' TRAILS



A. Purpose and Intent

1. The Monarch Ranch Planned Unit Development (PUD) is comprised of approximately 134.5 acres. The development of this Property is a combination of light commercial along FM 973 at the Eastern edge of the Property and a single-family detached residential community on the remainder of the Property.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.

2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Manor Code of Ordinances:

- SF-2 (Single-Family Standard)
- C-2 (Medium Commercial)

C. Conceptual Site Layout and Land Use Plan

1. The Land Use Plan has been attached to this PUD to illustrate the design intent for the Property. The Final PUD Site Plan is intended to serve as a guide to illustrate the general community vision and design concept and is not intended to serve as a final document.

D. Allowable/Prohibited Uses

- The allowable residential use shall be detached single-family dwellings on individually platted lots. The maximum residential lot count shall be four hundred (400). Commercial uses shall be consistent with allowable C-2 (Medium Commercial) land uses as defined in Division 3, Section 14.02.017 of City of Manor Code of Ordinances except as modified herein.
- The following uses shall be prohibited within the C-2 area of the PUD:
 - Amusement (outdoor)
 - Automobile Repair (minor)
 - Automobile Repair (major)
 - Commercial Off-Street Parking
 - Contractor's Shop
 - Financial Services (alternative)
 - Funeral Services
 - Kennel
 - Laundry Services
 - Mini-Storage Warehouse
 - Off-Site Accessory Parking
 - Pawnshop
 - Recreational Vehicle Sales and Rental
 - Truck and Trailer Sales and Rental
 - Veterinary Service, Large

E. Residential Development Standards

1. To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:

- A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
- A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.

2. The Monarch Ranch residential development will comply with the Development Standards set forth below:

RESIDENTIAL USES

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)
 Lot Width: (minimum)50 ft.
 Front Setback: (minimum)25 ft.
 Side Setback: (minimum)5 ft.
 Street Side Setback: (minimum)15 ft.
 Rear Setback to residential:(minimum)10 ft.
 Rear Setback to commercial: 15 ft
 Minimum dwelling unit size:

Dwelling Unit Size (conditioned space)	Maximum Percentage
1,300 - 1,400 sq. ft.	20%
1,401 - 1,500 sq. ft.	20%
1,501 - 1,600 sq. ft.	20%
1,601 - 1,700 sq. ft.	20%
1,701 + sq. ft.	Unlimited

Maximum building coverage: 50%
 Maximum building coverage plus accessory structures: 60%

3. Standards not listed follow code, as amended

F. Commercial Development Standards

1. The Monarch Ranch commercial development shall comply with the C-2 (Medium Commercial) development standards set forth in the City of Manor Code of Ordinances, as amended.

G. Drainage Dedication and Facilities

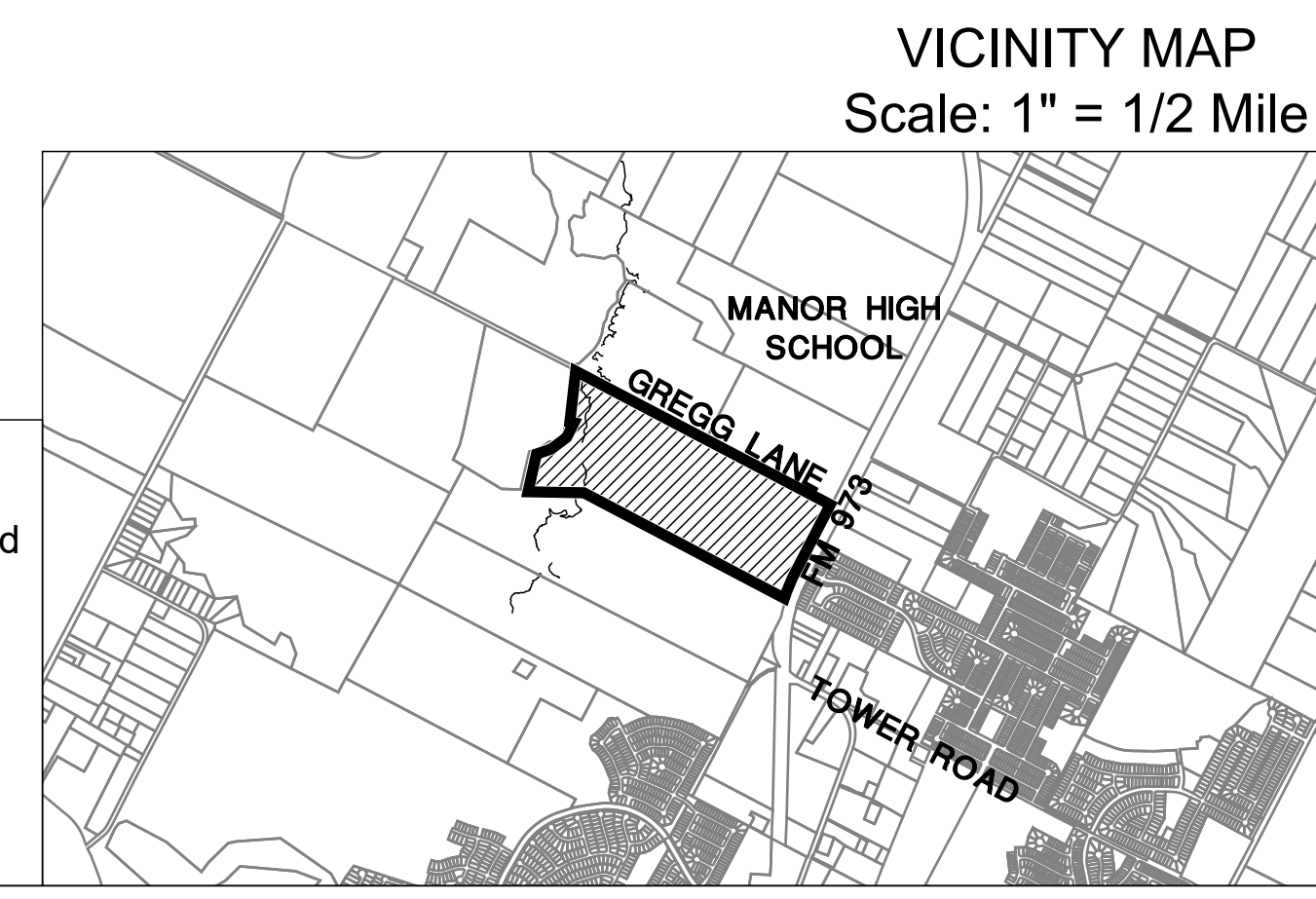
1. Residential drainage facilities shall utilize earthen berms and be designed with a curvilinear shape where possible. If concrete retaining walls are required in the design of detention facilities, such areas shall be limited to not more than forty percent (40%) of the perimeter of the pond.

H. Parkland and Open Space

- This Final PUD Site Plan provides approximately 22.9 acres of park and open space with the dedication of two (2) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, 100 year floodplain, trail corridor and active programmed parkland.
- An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
- Parkland amenities located within the Enfield PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
 - Age 5-12 playground
 - Age 2-5 playground
 - Parking area with a minimum of 20 parking spaces
 - Minimum 10,000 square foot dog park (may be allowed within detention area)
 - Minimum 20 foot by 30 foot picnic pavilion
- A portion of the parkland may be utilized for a private amenity pool and associated restroom facility. This lot defined for the private amenity will not be dedicated to the City and final boundary will be determined at the platting stage of development. The private amenity portion of the overall parkland will be a maximum of 2 acres.
- A minimum 4 foot wide, concrete sidewalk shall be provided parallel to the Gregg Lane Landscape Buffer.
- The proposed parkland shall be dedicated to the City of Manor and privately maintained by the Monarch Ranch Homeowner's Association.

I. Landscaping

- Gregg Lane Landscape Buffer
 - A minimum fifteen (15) foot landscape buffer, measured from the edge of the Gregg Lane right of way, shall be provided. Four (4), minimum three (3) inch caliper, Type A large or Type B medium native trees (as defined by the Manor Code of Ordinances) and fifteen (15), minimum three (3) gallon, shrubs shall be planted per 200 linear feet of landscape buffer. A minimum four (4) foot wide, concrete sidewalk shall be provided within the Gregg Lane Landscape Buffer or the expanded right of way for Gregg Lane. Location and alignment of the sidewalk shall be coordinated during the Preliminary Plan stage of development.
- Unloaded Collector Landscape Buffer.
 - For internal, unloaded collector roadways, a minimum ten (10) foot landscape buffer, measured from the edge of the collector right of way, shall be provided. One (1), minimum three (3) inch caliper, Type A large or Type B medium native tree (as defined by the Manor Code of Ordinances) and five (5), minimum three (3) gallon, shrubs shall be planted per 50 linear feet of landscape buffer.
- Storm Water Detention
 - Storm water detention facilities shall be screened according to the requirements outlined in the City of Manor Code of Ordinances, Section 15.03.021 (f).
- Masonry wall shall be provided along the rear and side lotlines of lots that back up to an unloaded collector and Gregg Lane. Masonry shall include brick, stone, stucco or concrete panel fencing. Stone or brick columns shall be provided a minimum of every 300 feet. Walls should be minimized and varied whenever possible to avoid a tunnel effect along the collector roadway.
- All landscape buffers and walls shall be privately maintained by the Monarch Ranch Homeowners Association.



Approval and authorized for record by the City Council for the City of Manor, Texas.

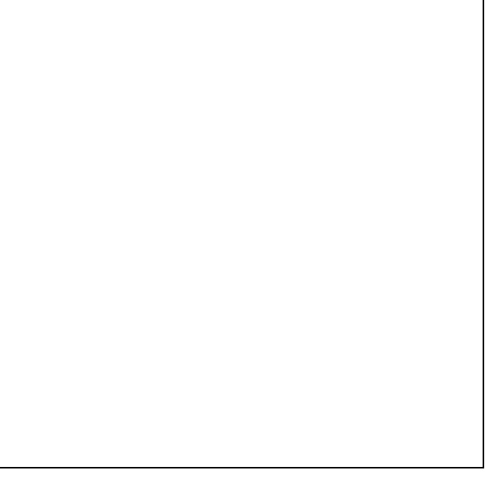
Dated this ____ Day of _____, 20__

By: _____
 Honorable Mayor Dr. Christopher Harvey
 Mayor of the City of Manor, Texas

This Final PUD Site Plan has been submitted to and considered by the Planning and Zoning Commission of the City of Manor, Texas, and is hereby recommended for approval by the City Council.

Dated this ____ Day of _____, 20__

By: _____
 Felix Paiz, Chairperson



**MONARCH RANCH
FINAL PUD SITE PLAN
MANOR, TEXAS**

E:\210038-BBGR\Cadfiles\PLANNING\Submittals\PUD Amendment_18-2022\Site Plan_Notes Monarch Ranch Amendment.dwg	
Issued:	PUD Submittal 5/24/2021
1.	
2.	
3.	
4.	
5.	
Revisions:	
1.	PUD Submittal 7/29/2021
2.	PUD Submittal 8/30/2021
3.	PUD Submittal 11/11/2021
4.	PUD Amend Submittal 10/13/2022
5.	PUD Amend 2 4/15/2024
Issue Date:	

Drawn By:
 Reviewed By: MB

Project No.
 210038 - BBGR

Blank space for stamps or signatures.

SHEET 1 of 1

Proposed PUD Amendment:

Current PUD:

E. Residential Development Standards

1. To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
 - a. A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
 - b. A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.

2. The Monarch Ranch residential development will comply with the Development Standards set forth below:

RESIDENTIAL USES

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)
 Lot Width: (minimum)50 ft.
 Front Setback: (minimum)25 ft.
 Side Setback: (minimum)5 ft.
 Street Side Setback: (minimum)15 ft.
 Rear Setback to residential:(minimum)10 ft.
 Rear Setback to commercial: 15 ft

Minimum dwelling unit size:

Dwelling Unit Size (conditioned space)	Maximum Percentage
1,300 - 1,400 sq. ft.	20%
1,401 - 1,500 sq. ft.	20%
1,501 - 1,600 sq. ft.	20%
1,601 - 1,700 sq. ft.	20%
1,701 + sq. ft.	Unlimited

Maximum building coverage: 50%
 Maximum building coverage plus accessory structures: 60%

3. Standards not listed follow code, as amended

E. Residential Development Standards

1. To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
 - a. A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
 - b. A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.

2. The Monarch Ranch residential development will comply with the Development Standards set forth below:

RESIDENTIAL USES

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)
 Lot Width: (minimum)50 ft.
 Front Setback: (minimum)25 ft.
 Side Setback: (minimum)5 ft.
 Street Side Setback: (minimum)15 ft.
 Rear Setback to residential:(minimum)10 ft.
 Rear Setback to commercial: 15 ft

Minimum dwelling unit size: 1,700 sq. ft.

Maximum building coverage: 50%
 Maximum building coverage plus accessory structures: 60%

3. Standards not listed follow code, as amended

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR MONARCH RANCH**

This Third Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch (this “**Third Amendment**”) is dated effective ~~April–August~~ _____, 2024 (the “**Third Amendment Effective Date**”) and is entered into between the **City of Manor**, a Texas home-rule municipal corporation (the “**City**”), **Monarch Ranch at Manor, LLC**, a Texas limited liability company (“**Monarch Developer**”), **Enfield Partners LLC**, a Texas limited liability company, as to a 40% undivided ownership interest, **Birdview LLC**, a Texas limited liability company, as to a 10% undivided ownership interest, **MP 973, LLC**, a Texas limited liability company, as to a 25% undivided ownership interest, and **Payne Travis LLC**, a Texas limited liability company, as to a 25% undivided ownership interest (collectively “**Enfield Developer**”) (collectively referred to as the “**Developers**”), and **Gregg Lane Dev LLC**, a Texas limited liability company (“**Gregg Lane Dev LLC**”) hereby joins and consents to this Third Amendment for the limited purposes described herein. Enfield Developer and Monarch Developer are sometimes referred to, collectively, herein as the “**Developers.**” The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties.**”

RECITALS:

A. City and Developers previously entered into that certain Development Agreement Establishing Development Standards for Monarch Ranch dated effective May 4, 2022, ~~and~~ that certain First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective December 21, 2022 and that certain Second Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective February 21, 2024 (collectively the “**Agreement**”), for that certain residential and commercial project located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. The Agreement provides, among other things, provisions related to residential development requirements.

C. The City and Developers desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Third Amendment to address the residential development requirements as applied to the number of square feet in the structure.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developers hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Third Amendment to the same extent as if set forth herein in full.
2. Capitalized Terms. All capitalized terms in this Third Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3. Development Standards. Section 3-(a) Residential Development Requirement of the Agreement is hereby deleted in its entirety and replaced with the following:

“ Section 3. Development Standards

~~———— (a) **Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the structures located on the Monarch Property, including any amenity building structures:~~

~~———— **1. Front Elevations for Dwelling Units 1,700 square feet and larger.** At least thirty (30%) of the exterior façade of the front elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section A;**~~

~~———— i. All street facing exterior walls of primary buildings / structures must include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F, Section A.** Architectural features may include:~~

- ~~———— 1. Cantilevered overhangs;~~
- ~~———— 2. Cedar brackets / details;~~
- ~~———— 3. Awnings (with optional metal roofs);~~
- ~~———— 4. Shutters;~~
- ~~———— 5. Gable Vents; or~~
- ~~———— 6. Dormers.~~

~~———— **2. Front Elevations for Dwelling Units Less Than 1,700 Square Feet to a Minimum of 1,300 Square Feet.** At least fifty (50%) of the exterior façade of the front elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section A.**~~

~~———— i. All street facing exterior walls of primary buildings / structures must include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F, Section A.** Architectural features may include:~~

- ~~———— 1. Cantilevered overhangs;~~
- ~~———— 2. Cedar brackets / details;~~
- ~~———— 3. Awnings (with optional metal roofs);~~
- ~~———— 4. Shutters;~~
- ~~———— 5. Gable Vents; or~~
- ~~———— 6. Dormers.~~

~~———— **3. Collector Road and Corner Lots.**~~

~~For Dwelling Units of 1,700 square feet and larger, at least thirty (30%) of the exterior façade of the side and rear elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section B.**~~

~~For Dwelling Units less than 1,700 square feet to a minimum of 1,300 square feet, at least fifty (50%) of the exterior façade of the side and rear elevations must be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work as outlined in **Exhibit F, Section B.**~~

~~i. All exterior walls of primary buildings / structures that face public R.O.W. shall include at least one (1) variation of an architectural accent that breaks the wall plane, as outlined in **Exhibit F, Section B.** Architectural features may include:~~

- ~~1. Cantilevered overhangs;~~
- ~~2. Cedar brackets / details;~~
- ~~3. Awnings (with optional metal roofs);~~
- ~~4. Shutters;~~
- ~~5. Gable Vents; or~~
- ~~6. Dormers.~~

~~**4. Interior Lots.** At least thirty percent (30%) of the exterior façade of the side and rear elevations on interior lots will consist of cementitious fiber siding with at least a 2' masonry return as outlined in **Exhibit F, Section C.**~~

~~**5. Amenity Building.** Architectural split faced, integrally colored limestone CMU block shall be an acceptable masonry material for the residential amenity building(s) and picnic pavilion structures.²²~~

~~(a) **Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the structures located on the Monarch Property, including any amenity building structures:~~

~~**1. Front Elevations.** The exterior façade of the front elevations shall be constructed to the following minimum standards:~~

~~i. All street facing, exterior walls of primary buildings / structures shall include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F, Section A.** Architectural features may include:~~

- ~~1. Cantilevered overhangs;~~
- ~~2. Cedar brackets / details;~~
- ~~3. Awnings (with option metal roofs);~~
- ~~4. Shutters;~~

- 5. Gable vents; or
- 6. Dormers.

2. Collector Road and Corner Lots. The exterior façade of the side and rear elevations, when adjacent to a collector road or on a corner lot, shall be constructed to the following minimum standards:

i. All exterior walls of primary buildings / structures that face public R.O.W shall include at least one (1) variation of an architectural accent that breaks the wall plane, as outlined in **Exhibit F**, Section B. Architectural features may include:

- 1. Cantilevered overhangs;
- 2. Cedar brackets / details;
- 3. Awnings (with option metal roofs);
- 4. Shutters;
- 5. Gable vents; or
- 6. Dormers.

3. Interior Lots. The exterior façade of the side and rear elevations on interior lots will consist of cementitious fiber siding with at least a 2' masonry return, as outlined in **Exhibit F**, Section C.

4. Amenity Building. Architectural split-faced, integrally colored limestone CMU block shall be an acceptable masonry material for the residential amenity building(s) and picnic pavilion structures.

5. Masonry Requirement and Dwelling Unit Size. The Monarch Developer agrees to provide a minimum percentage of the total exterior facade area constructed of Masonry as provided for in **Exhibit F**, Section D. "Masonry" is considered clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work. Masonry excludes cementitious planking."

4. Ratification of Agreement/Conflict. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Third Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Third Amendment conflicts or is inconsistent with the Agreement, the provisions of this Third Amendment shall control.

5. No Waiver. Neither City's nor Developer's execution of this Third Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

6. Governing Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

7. Entire Agreement. This Third Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Third Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

8. Covenant Running with the Land. The Agreement, as amended by this Third Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Agreement) and shall run with the land. A copy of this Third Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Third Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Third Amendment.

9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Third Amendment.

10. Interpretation. This Third Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Third Amendment.

11. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this Third Amendment. In addition, the individual who executes this Third Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

12. Severability. If any provision of this Third Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Third Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Third Amendment.

13. Anti-Boycott Verification. To the extent this Third Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Developers and Gregg Lane Dev LLC represent that neither Developers, Gregg Lane Dev LLC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers or Gregg Lane Dev LLC (i) boycotts Israel or (ii) will boycott Israel through the term of this Third Amendment. The terms “boycotts Israel”

and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

14. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Third Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developers and Gregg Lane Dev LLC represent that Developers and Gregg Lane Dev LLC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers or Gregg Lane Dev LLC is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

15. Anti-Boycott Verification – Energy Companies. The Developers and Gregg Lane Dev LLC hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

16. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developers and Gregg Lane Dev LLC hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential

customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

17. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED in multiple originals, and in full force and effect as of the Third Amendment Effective Date.

CITY:

**CITY OF MANOR, TEXAS
A Texas Home Rule Municipal Corporation**

By: _____
Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Alvaraz, City Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2024 by Dr. Christopher Harvey, Mayor of Manor, Texas, a Texas home rule municipality on behalf of the City.

Notary Public for Texas

DEVELOPER:

MONARCH RANCH AT MANOR LLC

By: _____
David B. Blackburn, Manager

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This instrument was acknowledged before me on the ___ day of _____, 2024
by David B. Blackburn, Manager of Monarch Ranch at Manor LLC on behalf of the entity.

Notary Public for Texas

ENFIELD DEVELOPER:

ENFIELD PARTNERS LLC

By: _____
Russell T. Thurman
Manager/Member

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 2024
by Russell T. Thurman, manager of Enfield Partners LLC on behalf of the entity.

Notary Public for Texas

BIRDVIEW LLC

By: _____
Bryan White, Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, 2024
by Bryan White, manager of Birdview LLC on behalf of the entity.

Notary Public for Texas

MP 973 LLC

By: _____
Martin B. Payne, Manager/Member

STATE OF TEXAS
COUNTY OF FAYETTE

This instrument was acknowledged before me on the ____ day of _____, 2024
by Martin B. Payne manager of MP 973 LLC on behalf of the entity.

Notary Public for Texas

PAYNE TRAVIS LLC

By: _____
John Thurman Payne

STATE OF TEXAS
COUNTY OF LLANO

This instrument was acknowledged before me on the ___ day of _____, 2024
by John Thurman Payne, manager of Payne Travis LLC on behalf of the entity.

Notary Public for Texas

CONSENTING PARTY

Gregg Lane Dev LLC, a Texas limited liability company, hereby joins and consents to the execution of this Third Amendment solely for the purpose of agreeing to the terms, obligations and provisions outlined in this Third Amendment expressly applicable to Gregg Lane Dev LLC.

GREGG LANE DEV LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, _____ of Gregg Lane Dev LLC, a Texas limited liability company on behalf of the entity.

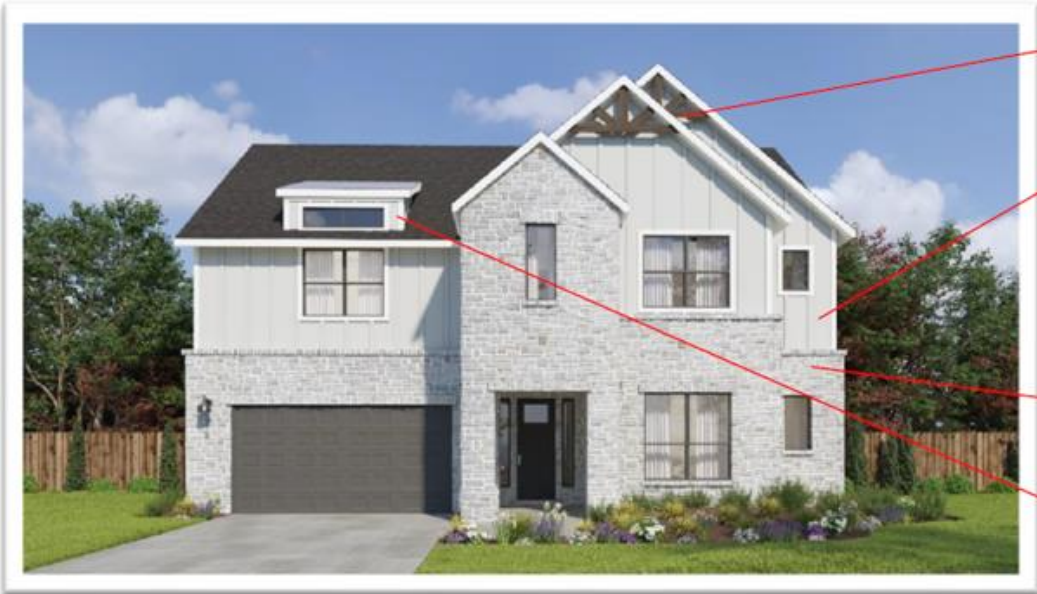
Notary Public for Texas

EXHIBIT F
RESIDENTIAL EXTERIOR STANDARDS

A. All Front elevations shall consist of:

- a. Minimum masonry percentage (cement stucco, stone, or brick) from the table in subsection "D"
- b. At least three (3) variations of architectural accents.
 - 1. Cantilevered Overhangs
 - 2. Cedar Brackets / Details
 - 3. Awnings (with optional metal roofs)
 - 4. Shutters
 - 5. Gable Vents
 - 6. Dormers





DECORATIVE CEDAR TRUSS

CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

DORMER



CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY WAINSCOT

WRAPPED POST

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

CANTILVERED OVERHANG



PAINTED STUCCO

MASONRY WAINSCOT

ANGLED COLUMN

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

SHUTTERS



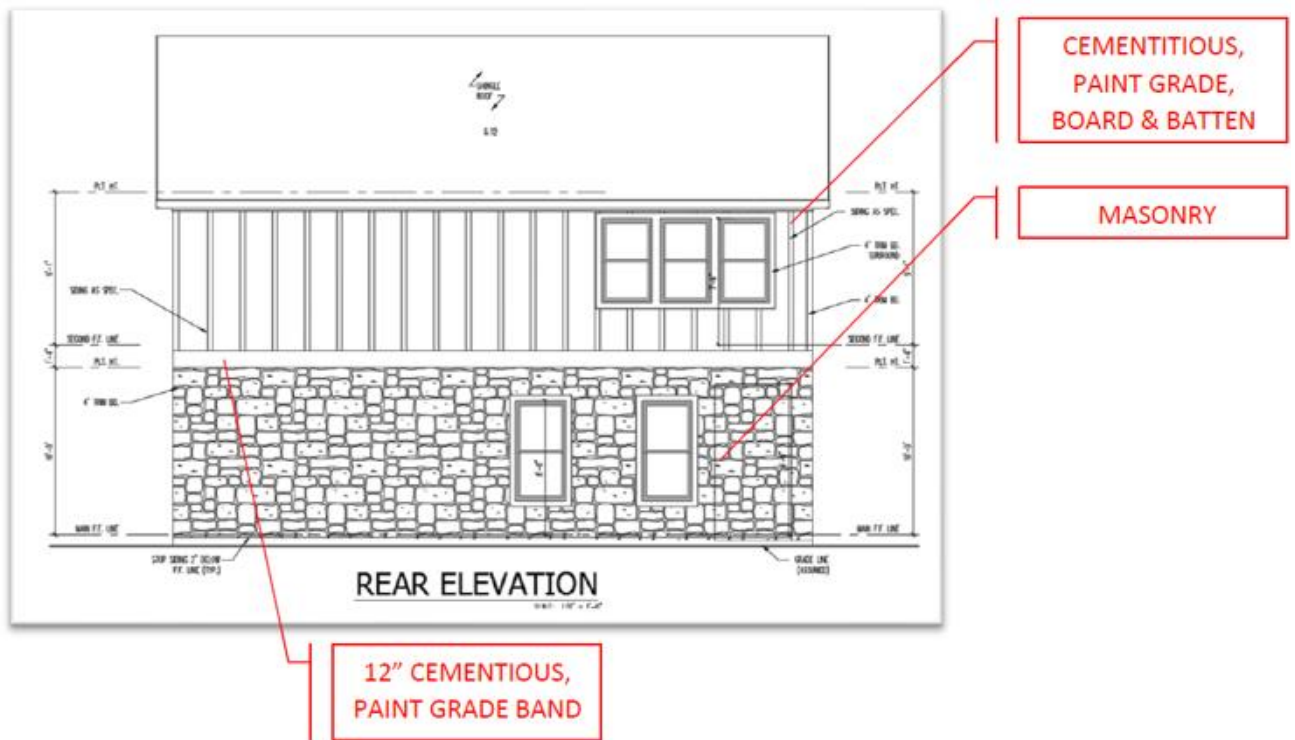
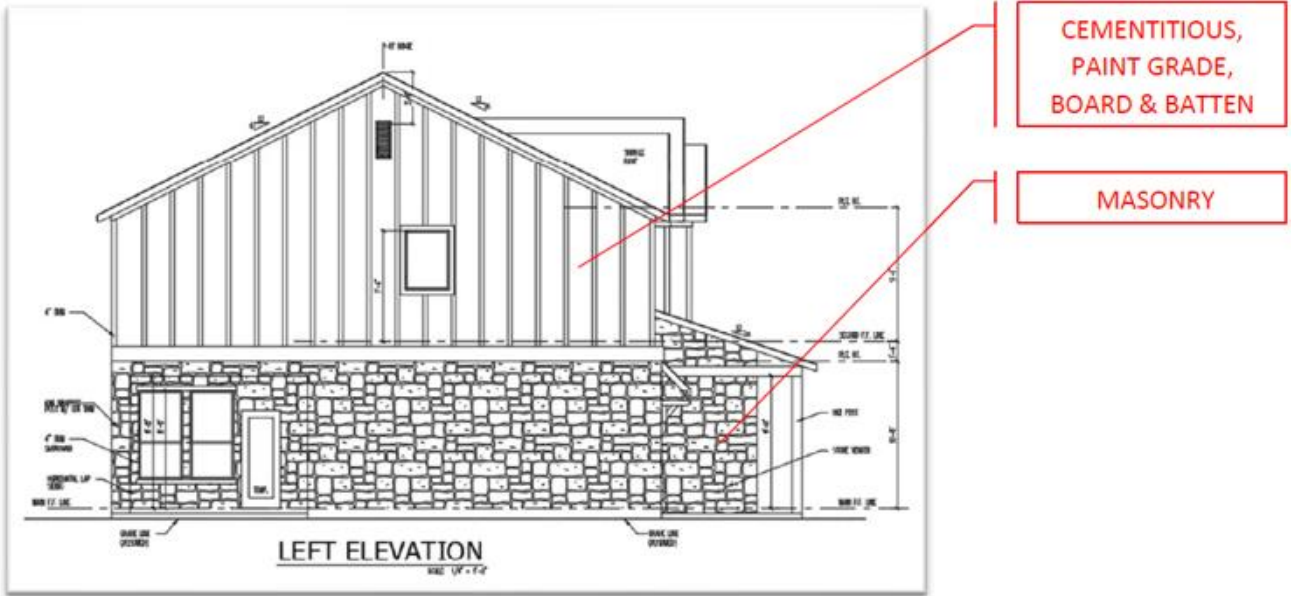
DECORATIVE CEDAR TRUSS

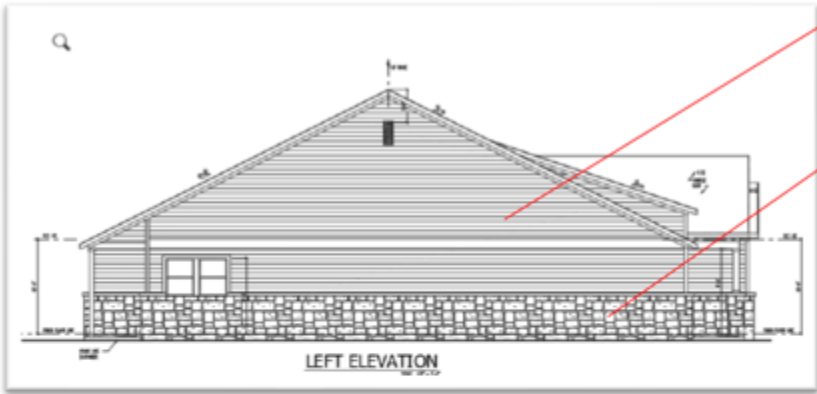
CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

METAL ACCENT ROOF

- B. Collector Road & Corner Lots shall have masonry on the side and rear elevations, equal to the front elevation from the table in subsection “D”.**
 - a. These will be labeled as “Premium” elevations.
 - b. Masonry (stone/cement stucco/brick) along sides and rear (per front elevation finish).





CEMENTITIOUS,
PAINT GRADE,
SIDING MATERIAL

MASONRY

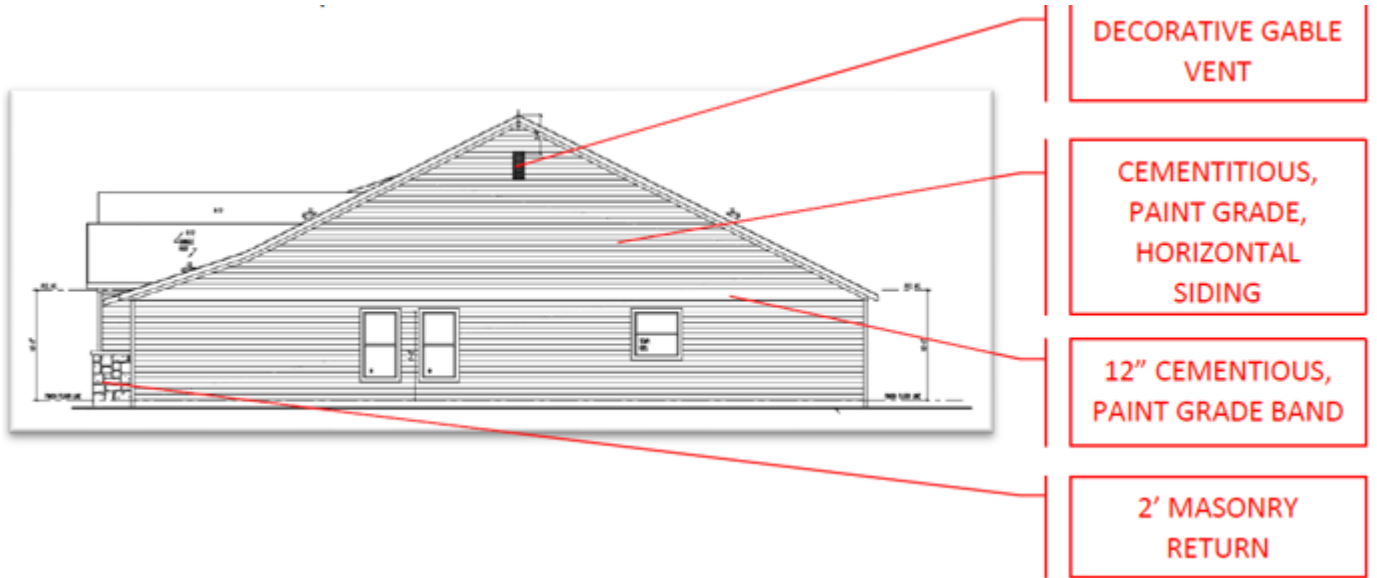


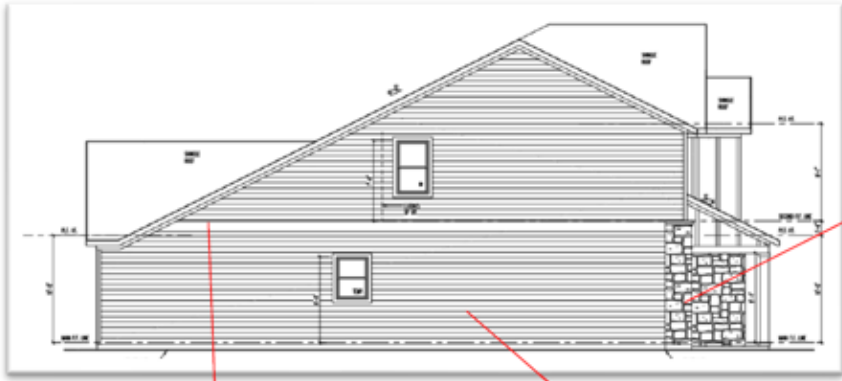
CEMENTITIOUS,
PAINT GRADE,
SIDING MATERIAL

MASONRY

C. Interior Lots shall consist of cementitious fiber siding at the sides and rear elevations.

- a. Horizontal or Board & Batten, cementitious fiber siding
 - i. Side elevations that consist of a gable, or that are 2-story will include a 10-12" band to break-up the siding material and add character.
- b. 2' Masonry Return





2' MASONRY RETURN

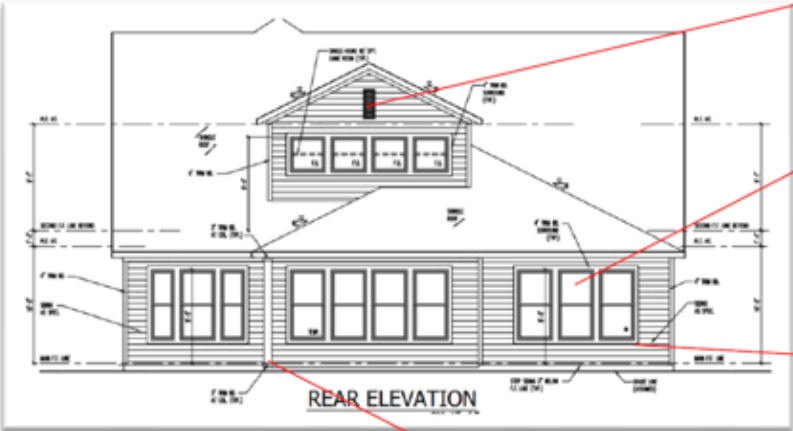
12" CEMENTIOUS, PAINT GRADE BAND

CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING



CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST



DECORATIVE GABLE VENT

REAR ELEVATIONS WITH PLENTY OF WINDOWS

CEMENTITIOUS, PAINT GRADE, HORIZONTAL SIDING

WRAPPED POST

D. Masonry and Dwelling Unit Size Table

<u>Dwelling Unit Size (conditioned space)</u>	<u>Minimum Front Façade* Masonry Percentage</u>
<u>1,300 – 1,400 sq. ft.</u>	<u>70%</u>
<u>1,401 – 1,500 sq. ft.</u>	<u>60%</u>
<u>1,501 – 1,600 sq. ft.</u>	<u>50%</u>
<u>1,600 – 1,700 sq. ft.</u>	<u>40%</u>
<u>1,701 + sq. ft.</u>	<u>30%</u>

* Collector Road and Corner Lots shall have side and rear masonry percentages equal to the minimum front façade percentage.



6/26/2024

City of Manor Development Services

Notification for a Planned Use Development (PUD) Amendment

Project Name: Monarch Ranch PUD Amendment
 Case Number: 2024-P-1644-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Planned Use Development (PUD) Amendment for the Monarch Ranch Subdivision located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for the Monarch Ranch Subdivision, being 134.53 acres, more or less, and located at the southwest corner of the intersection at Gregg Lane and FM 973, Manor, TX from Planned Unit Development (PUD) to Planned Unit Development (PUD).

Applicant: SEC Planning

Owner: Blackburn Group LLC

Purpose: The proposed amendment will decrease the minimum dwelling unit size from 1,700 square feet to 1,300 square feet.

The Planning and Zoning Commission will meet at 6:30PM on July 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on July 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

CITY OF PFLUGERVILLE
PO BOX 589
PFLUGERVILLE, TX 78691-0589

GREGG LANE DEV LLC
101 PARKLANE BLVD STE 102
SUGAR LAND, TX 77478-5521v

BOARD OF TRUSTEES OF THE
ISD
DENNIS ANDERSON ETAL
533 HIWASEE ROAD
WAXAHACHIE, TX 75165-6448

UNITED STATES OF AMERICA
ANDERSON DENNIS ETAL
UNITED STATES ATTORNEYS OFFICE
533 HIWASEE RD
WAXAHACHIE, TX 75165-6448

BURATTI, ROBERT JOE 6903
GENEVA DR
AUSTIN, TX 78723-1506

STRABO HOLDINGS LLC
13510 BROADMEADE AVE
AUSTIN, TX 78729

FOXTROT HOLDING LLC
14605 FM 973 N
MANOR, TX 78653-3539

HOLLEY, EBONY L & TERRY G JR
14526 PERNELLA RD
MANOR, TX 78653-2062

BLAKELY, ARTURO S V & JENNIFER A
14522 PERNELLA RD
MANOR, TX 78653-2062

SHEPPERD, RICHARD & ROSE MARY
14518 PERNELLA RD
MANOR, TX 78653-2062

AGUILERA, JAVIER R & LAURA GUDINO
PENA & RAUL PENAS & LUZ ROSAS DE
GUDINO
14514 PERNELLA RD
MANOR, TX 78653-2062

RODARTE, GAMALIEL & ALEXANDRIA
SERPAS
14510 PERNELLA RD
MANOR, TX 78653-2062

MORALES, GERARDO M 14506
PERNELLA RD
MANOR, TX 78653-2062

SW HOMEOWNERS ASSOCIATION INC
9601 AMBERGLEN BLVD STE 150
AUSTIN, TX 78729-1190

CHHETRI SHANKAR & ANJANA KARKI
14428 PERNELLA RD
MANOR, TX 78653-2061

JORDAN ANDY ZEWDE & TSEHAY MUHE
14424 PERNELLA RD
MANOR, TX 78653-2061

CHAPARRO, JUAN P & SULEIVA
CHAPARRO-RODRIGUEZ
14408 PERNELLA RD
MANOR, TX 78653-2061

CLARK, MARY M
14404 PERNELLA RD
MANOR, TX 78653-2061

ESCOBEDO, KRISTINE A & MATTHEW J
14400 PERNELLA RD
MANOR, TX 78653-2061

ESTRADA, GILBERTO A & MARIA D
14411 FM 973 N
MANOR, TX 78653

LEKCAM COMMUNICATION LLC
16404 MARCELLO DR
PFLUGERVILLE, TX 78660-2570

14420 PERNELLA RD INTERVIVOS
REVOCABLE TRUST
14420 PERNELLA RD
MANOR, TX 78653-2061

RUST CREEK LLC
9606 OLD MANOR RD #1
AUSTIN, TX 78724-1114

TAYLOR ARTHUR RAY & ODETTE VANESSA
14416 PERNELLA RD
MANOR, TX 78653-2061

REZA MASRUR & MUSTAFA ALI REZA
CHOWDHURY & FAUZIA ZAMAN
14412 PERNELLA RD
MANOR, TX 78653-2061

ESTRADA, MARIA D
14411 FM 973
MANOR, TX 78653-3933

OKRA LAND INCORPORATED
9505 JOHNNY MORRIS RD
AUSTIN, TX 78724-1527



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).

Applicant: MWSW LLP

Owner: DD&B Construction Inc.

BACKGROUND/SUMMARY:

The C-1 Light Commercial area was approved by Ordinance 371 in August 2009 and Ordinance 477 in May 2017. 10.742 acres of that C-1 area was rezoned to Multi-Family 25 (MF-2) in June 2022 by Ordinance 655, which left a 2.482 acre C-1 tract. That tract was reduced to 1.67 acres, its current configuration, with the extension of West Eggleston Street.

In the First Amendment to the Entradaglen Development Agreement approved by the City Council on June 15, 2022, there was a shared parking agreement that allowed up to 40 parking spaces needed for the multi-family development to be constructed on the commercial tract. Upon submittal of the Site Development Plan for the multi-family, only 29 spaces needed to be located on the commercial lot.

A daycare business is planned to be located on the 1.67-acre commercial lot, but they do not need the full lot, and their site layout does not provide for shared parking. Due to this, the multi-family developer is acquiring the unused portion of the commercial lot, 0.31 acres, to incorporate into their development. Since it is being incorporated into the multi-family development, the 29 parking spaces that were planned to be shared on the commercial lot will now be solely on the multi-family lot, as required by our code. Adding the 0.31-acre tract to the multi-family lot requires it to be rezoned from C-1 Light Commercial to MF-2 Multi-Family 25. This additional acreage will not add more dwelling units to the project, which is planned to have 216 units.

An Amended Plat will be filed to move the lot lines between the commercial and multi-family properties to align the lots with the new zoning requested here. Amended Plats are approved administratively.

Planning and Zoning Commission voted 5-0 to recommend approval.

LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- MF Site Layout
- DA Shared Parking Section
- Letter of Authorization
- Metes and Bounds
- Notice and Mailing Labels

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve the first reading of an Ordinance rezoning one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Commercial (C-1) to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the 17th day of July 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of August 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

EXHIBIT "A"

Property Legal Description:

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.3067 ACRES (13,360 SQUARE FEET) OF LAND, MORE OR LESS, BEING OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 13.224 ACRE TRACT CONVEYED TO MANOR MF, LLC IN DOCUMENT NO. 2022156154 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 1.4304 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

COMMENCING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the east line of the remainder of a called 105.17 acres tract conveyed to Las Entradas Development Corporation in Document No. 2007002485 (O.P.R.T.C.T.), being in the west line of said 13.224 acre Manor MF tract, from which a 1/2-inch iron rod with "4Ward Boundary" cap set in the common line of said remainder of a called 105.17 acres tract and said 13.224 acre Manor MF tract bears, along the arc of a curve to the left, whose radius is 645.00 feet, whose arc length is 148.57 feet and whose chord bears N01°07'11"W, a distance of 148.24 feet;

THENCE, leaving the east line of said remainder of a called 105.17 acres tract, over and across said 13.224 acre Manor MF tract, S82°57'15"E, a distance of 314.49 feet to a calculated point for the southwest corner and POINT OF BEGINNING hereof;

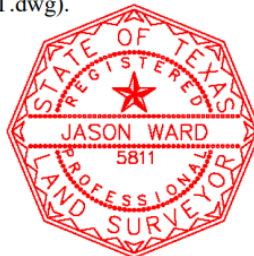
THENCE, over and across said 13.224 acre Manor MF tract, the following five (5) courses and distances:

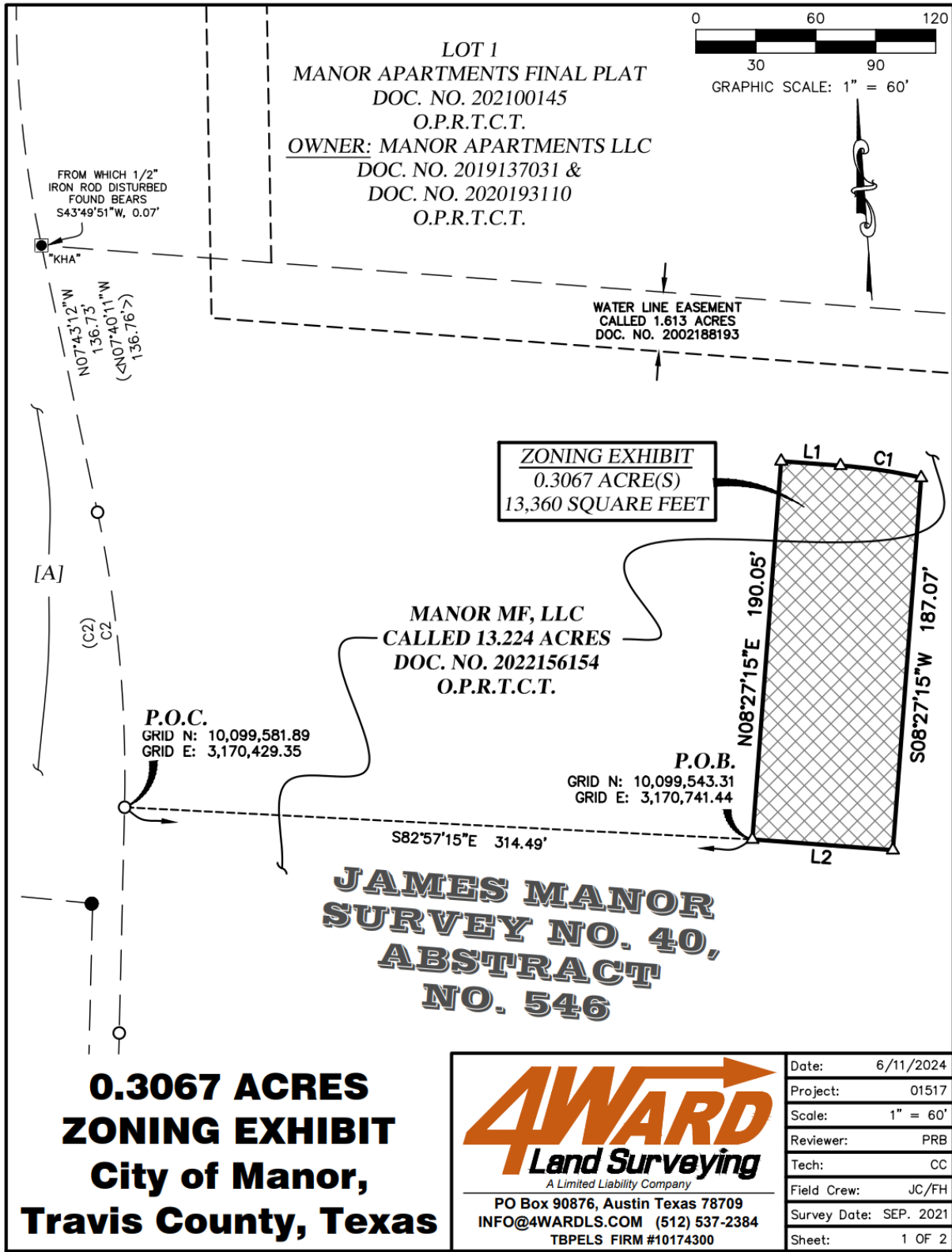
- 1) N08°27'15"E, a distance of 190.05 feet to a calculated point for the northwest corner hereof,
2) S81°35'13"E, a distance of 29.80 feet to a calculated point for an angle point hereof,
3) Along the arc of a curve to the right, whose radius is 274.98 feet, whose arc length is 40.85 feet and whose chord bears S77°19'48"E, a distance of 40.82 feet to a calculated point for the northeast corner hereof,
4) S08°27'15"W, a distance of 187.07 feet to a calculated point for the southeast corner hereof, and
5) N81°32'45"W, a distance of 70.50 feet to the POINT OF BEGINNING hereof containing 0.3067 Acres (13,360 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000077099614. See attached sketch (reference drawing: 01517_ZONING EXHIBIT.dwg).

Signature of Jason Ward, dated 6/11/2024, Jason Ward, RPLS #5811, 4Ward Land Surveying, LLC





P:\01517\dwg\01517_ZONING EXHIBIT.dwg

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
C1	274.98'	40.85'	8°30'45"	S77°19'48"E	40.82'
C2	645.00'	148.57'	13°11'52"	N01°07'11"W	148.24'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
(C2)	645.00'	148.61'	13°12'04"	N1°04'10"W	148.28'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S81°35'13"E	29.80'
L2	N81°32'45"W	70.50'

[A]
 LAS ENTRADAS
 DEVELOPMENT
 CORPORATION
 REMAINDER OF A
 CALLED 105.17 ACRES
 DOC. NO. 2007002485
 O.P.R.T.C.T.

LEGEND	
	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
	IRON ROD WITH "RPLS 6392" CAP FOUND (UNLESS NOTED)
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2007002485
(<.....>)	RECORD INFORMATION PER DOC. NO. 2022156154

 6/10/2024



BEARING BASIS:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000077099614.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**0.3067 ACRES
 ZONING EXHIBIT
 City of Manor,
 Travis County, Texas**

 A Limited Liability Company PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TBPELS FIRM #10174300	Date:	6/11/2024
	Project:	01517
	Scale:	1" = 60'
	Reviewer:	PRB
	Tech:	CC
	Field Crew:	JC/FH
	Survey Date:	SEP. 2021
Sheet:	2 OF 2	

P:\01517\01517_ZONING EXHIBIT.dwg



METCALFE WOLFF
STUART & WILLIAMS, LLP

TALLEY WILLIAMS
Partner

twilliams@mwswtexas.com
512-404-2234

June 14, 2024

Mr. Scott Dunlop
Development Services Director
105 E Eggleston St.,
Manor, Texas 78653

Via Online Submittal

Re: Application for Rezoning; Approximately 0.3067 acres within the Las Entradas South Project located along the future Gregg Manor Extension and North of Highway 290 in Manor, Texas (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Light Commercial (C-1) to Multi-family 25 (MF-2). The Property is located along the future Gregg Manor Extension and North of Highway 290 in Manor, Texas (see attached Location Map).

The Property is part of the Las Entradas South Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. With this rezoning the shared parking between the multifamily and commercial sites, will not be required. The Property will provide the parking requirements for the unique multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

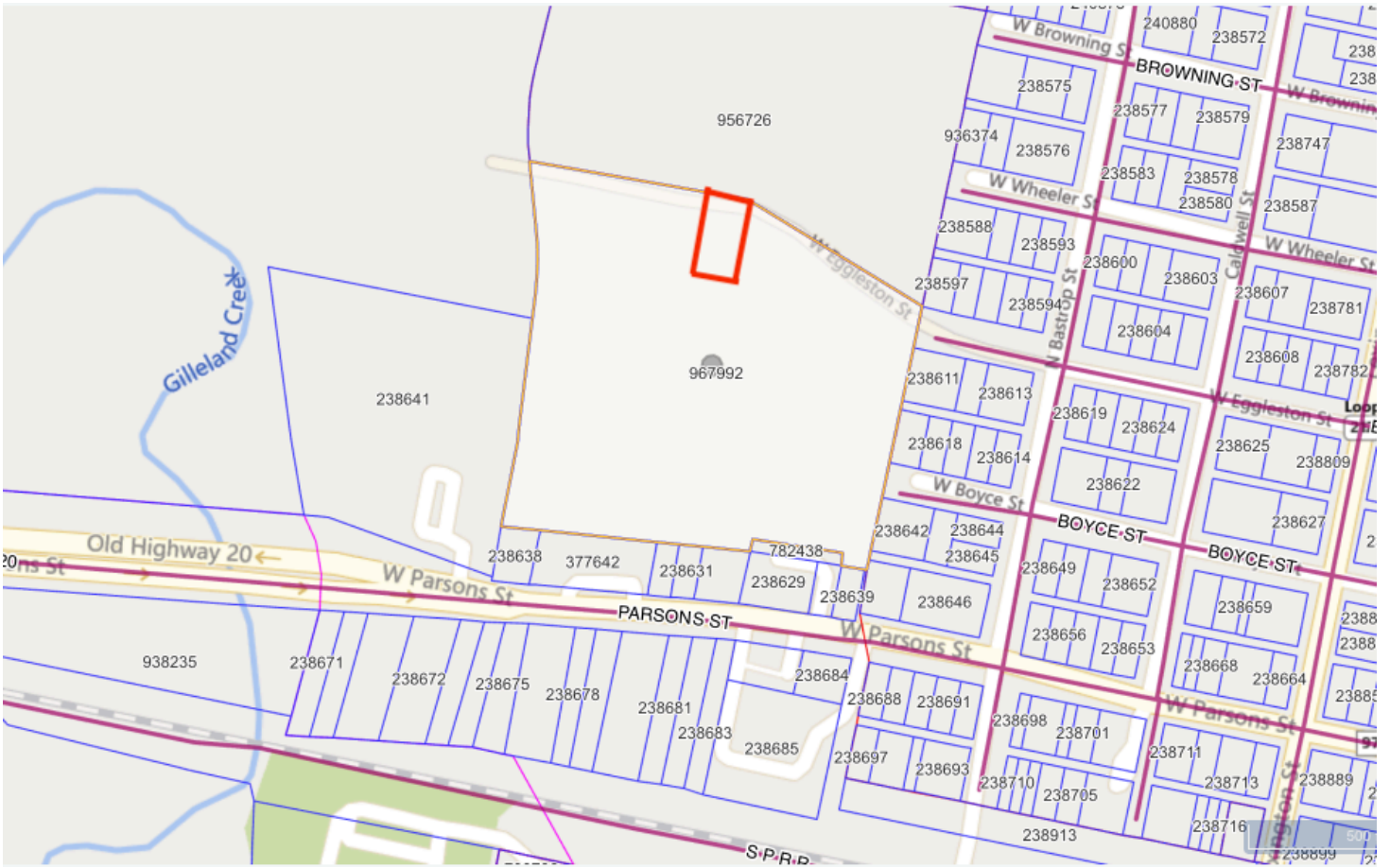
Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

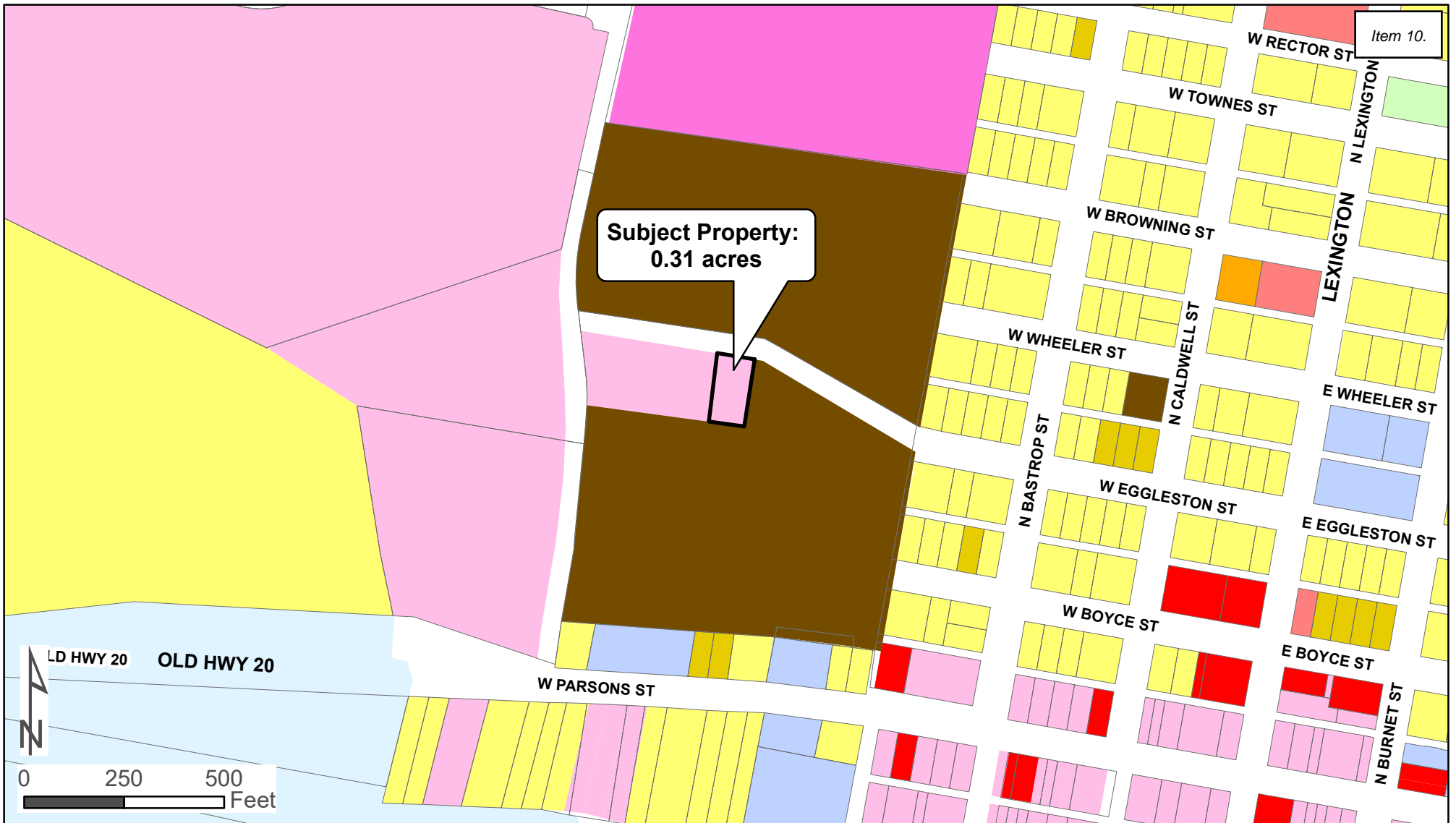
If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

Talley Williams

ZONING EXHIBIT





Subject Property:
0.31 acres

Item 10.



Current:
(C-1) Light Commercial

Proposed:
(MF-2) Multi-Family 25

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ

1803 ft
1803 ft
13295.94 ft²
8
8

ISSUED FOR PERMITTING - 01/08/2024

SITE PLAN

CARNEY ENGINEERING, PLLC.
 4865 W. FARMER ROAD, SUITE 100
 WACO, TEXAS 76798
 (817) 871-1400
 CARRNEY@CARNEYENGINEERING.COM

DATE	BY
01/08/24	BT
01/08/24	BT
01/08/24	BT

RESERVES AT LAS ENTRADAS
 GREGG MANOR ROAD
 MANOR, TEXAS

RESERVED FOR PERMITTING - 01/08/2024

SITE INFORMATION

MANOR OF A L.L.C.
 OWNER/DEVELOPER
 5000 W. BRIDGEWAY, SUITE 100
 WACO, TEXAS 76798
 (817) 797-1000
 WWW.MANOROFAL.COM

811
Know what's below. Call before you dig.

0 10 20 Feet
Scale 1" = 20'

SITE INFORMATION

MANOR OF A L.L.C.
 OWNER/DEVELOPER
 5000 W. BRIDGEWAY, SUITE 100
 WACO, TEXAS 76798
 (817) 797-1000
 WWW.MANOROFAL.COM

LEGAL DESCRIPTION:
 BEING 13.277 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT DESCRIBED IN WARRANTY DEEDS BY CONDUITS TO BE RECORDED IN PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS SHOWN BY THE ATTACHED SURVEY AND ZONING MAP.

SITE ADDRESSES:
 ZONED: MEZ (M1.5) P.M. 228
 FRONT YARD: 30'
 REAR: 10' (5' SETBACK) 10' (5' SETBACK)
 SIDE: 10' (5' SETBACK) 10' (5' SETBACK)

LEGEND

NOTE: ALL UTILITIES CONNECTION SIZE AND LOCATIONS TO BE COMPATIBLE WITH ARCHITECTURAL PLANS

WATER VALVE
 FIRE HYDRANT
 SEWER MANHOLE
 SANITARY CLEANOUT
 RISE ROOM LOCATION
 WATER LINE
 SANITARY SEWER
 PROPOSED CURB AND GUTTER

KEYED NOTES

ADA CURB RAMP/SIDEWALK
 CONCRETE SIDEWALK WITH PER FORK
 ACCESSIBLE PARKING SPACE (SEE BROWN BELLOWS)
 ACCESSIBLE SIDEWALK WITH BELLOWS (SEE BELLOWS)
 PAVEMENT THICKNESS (SEE DIMENSIONS AND STRIPS)
 6" WHITE THERMOPLASTIC CROSSWALK STRIPES
 6" WHITE THERMOPLASTIC STOP BAR WITH NO PARKING ZONE
 6" CURB AND GUTTER
 CONCRETE DETAILS BY ARCHITECT
 TREE PROTECTION FENCING
 CONCRETE PAVEMENT
 TRANSFORMER AND CONCRETE PAD
 SEE IMPAUMENT SIGN
 SEE SECURITY FENCING & ACCESS GATES

GENERAL NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL REQUIREMENTS AND THE LATEST EDITIONS OF THE SPECIFICATIONS FOR CONSTRUCTION OF BUILDINGS, STRUCTURES, AND ROADS, AND ALL CITY, COUNTY, STATE AND FEDERAL ORDINANCES AND REGULATIONS WHICH ARE CONNECTED TO THE PROJECT.
- ALL MATERIALS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE SUBJECT TO INSPECTION BY THE CITY ENGINEER AT THE TIME OF CONSTRUCTION.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

FIRELANE STRIPING NOTE

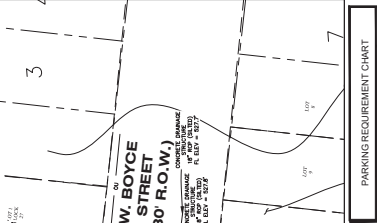
PROVIDE 10' WIDE FIRELANE STRIPING ON ALL DRIVEWAYS AND ALLEYS. STRIPING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ROAD AND MATERIALS MANUAL AND THE TEXAS FIRELANE STRIPING STANDARD. STRIPING SHALL BE COMPLETED BEFORE THE START OF CONSTRUCTION.

"CAUTION" NOTICE TO CONTRACTOR

THE CONTRACTOR IS ADVISED THAT THE MANOR OF A L.L.C. IS THE OWNER OF THE PROPERTY AND THAT THE MANOR OF A L.L.C. IS THE OWNER OF THE PROPERTY AND THAT THE MANOR OF A L.L.C. IS THE OWNER OF THE PROPERTY.

ACCESSIBILITY NOTES

PROVIDE ADA COMPLIANT SIDEWALKS AND RAMPWAYS AT ALL ENTRANCES TO THE BUILDING. SIDEWALKS SHALL BE CONCRETE AND RAMPWAYS SHALL BE ADA COMPLIANT.



TRAVIS COUNTY EMERGENCY SERVICES DEPARTMENT
 CALLED 615.6 ACRES
 DOC. NO. 2008156091

BURNS MEMORIAL TEMPLE CHURCH
 CALLED 0.65 ACRES
 DOC. NO. 2010050988
 O.P.R.T.C.T.

TOPOGRAPHIC SURVEY NOTE

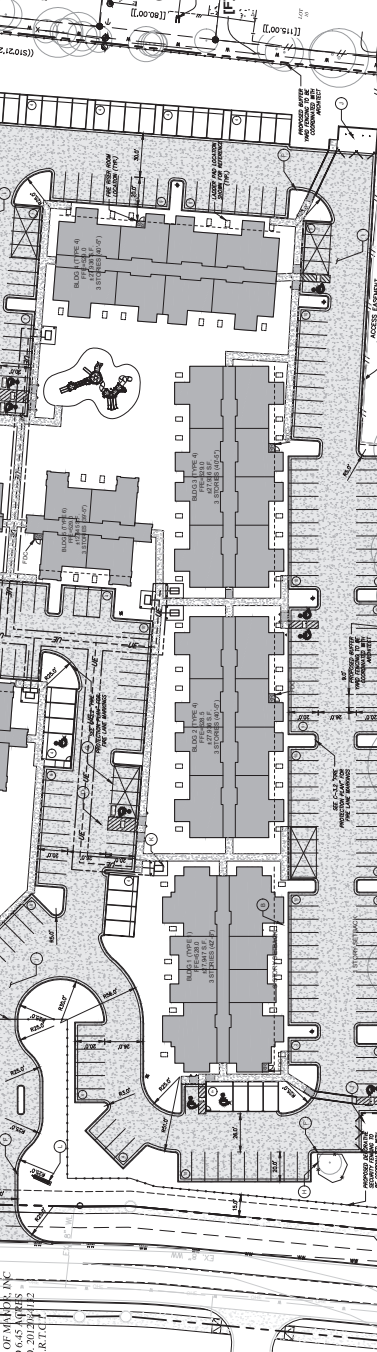
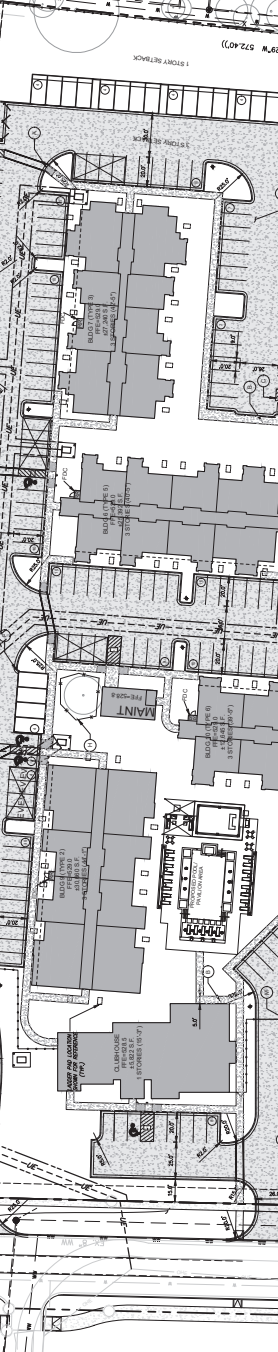
ALL ELEVATIONS ARE IN FEET ABOVE SEA LEVEL UNLESS OTHERWISE NOTED.

INSPECTION/CERTIFICATIONS NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CERTIFICATIONS.

PERMITS NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CERTIFICATIONS.



REFERENCE MARKERS

ALL MARKERS SHALL BE CONFORMANT WITH THE LATEST EDITIONS OF THE SURVEYING AND MAPPING STANDARDS.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

2) Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Zoning/Land Use. (a) Pursuant to Section 4.3 of the Agreement, zoning of the LE Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City and any re-zoning that is subsequently approved for the LE Property shall allow the LE Property to be developed in accordance with terms and conditions of the Agreement.

(b) To reflect the rezoning of the LESC-2 Parcel, the portion of the Land Use Summary Table attached to the Agreement as Exhibit E-1 solely applicable to the LESC-2 Parcel is hereby deleted and replaced with the following:

Entrada Glen Land Use Summary

Tract	Block	Area (AC)	Use	Units	SF Parking Required*
LESC 2	2A	1.754	Right of Way	n/a	n/a
	2B	1.67	Commercial	tbd at site plan	tbd at site plan
	2C	9.8	Multifamily	Tbd at stie plan	tbd at site plan

Subtotal 13.224

*Up to 40 parking spaces on Block 2B (Commercial) may be jointly used by Block 2C (Multifamily) in order to meet required parking numbers. The shared parking spaces on Block 2B (Commercial) will be constructed concurrently with the development of the multifamily project on Block 2C.

(c) The map/drawing contained on the Land Use Summary Table attached to the Agreement as Exhibit E-1 is hereby amended to add "Exhibit E-1.1" attached hereto and made a part hereof which is solely applicable to the LESC-2 Parcel.

4) Open Space/Parkland. Open Space and Parkland dedication for all of the Property covered by the Agreement has (or will be) satisfied pursuant to Section 4.11 of the Agreement, therefore, the Parties acknowledge and agree that DD&B shall not be required to dedicate any onsite parkland with respect to the LESC-2 Parcel, but will require a fee-in-lieu per section 15.01.001 (C)(8).

June 14, 2024

Scott Dunlop
CITY OF MANOR
105 E. Eggleston Street
Manor, Texas 78653

Re: Authorized Signatory for the Zoning Application – Approximately 0.3067 acres of land, more or less, being out of the James Manor Survey No. 40, Abstract No. 546 in Travis County, Texas, being a portion of a called 13.224 acre tract conveyed to Manor MF, LLC

Dear Mr. Dunlop:

The following letter serves to hereby authorize Talley Williams and Katherine Nicely, both with Metcalfe Wolff Stuart & Williams, LLP (The Agent) listed on this application to act on Owner's behalf during the processing of this zoning request. Mrs. Williams and Mrs. Nicely will be the principal contact with the City in processing this application.

DD&B Construction Inc.,

By: 

Sushil Mehta, President

LOT 1
 MANOR APARTMENTS FINAL PLAT
 DOC. NO. 202100145
 O.P.R.T.C.T.
 OWNER: MANOR APARTMENTS LLC
 DOC. NO. 2019137031 &
 DOC. NO. 2020193110
 O.P.R.T.C.T.

FROM WHICH 1/2" IRON ROD DISTURBED FOUND BEARS S43°49'51"W, 0.07'

"KHA"
 N07°43'12"W 136.73'
 (<N07°40'11"W 136.76'>)

WATER LINE EASEMENT CALLED 1.613 ACRES DOC. NO. 2002188193

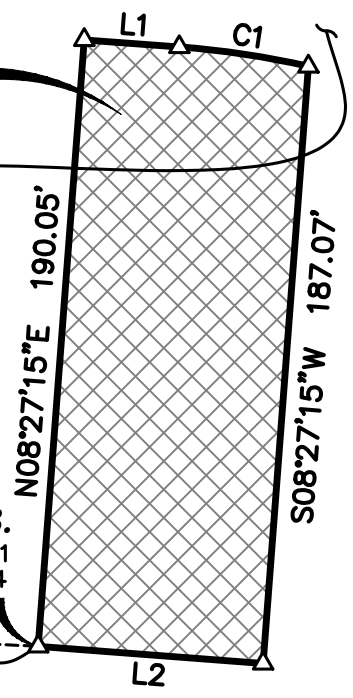
ZONING EXHIBIT
 0.3067 ACRE(S)
 13,360 SQUARE FEET

MANOR MF, LLC
 CALLED 13.224 ACRES
 DOC. NO. 2022156154
 O.P.R.T.C.T.

P.O.C.
 GRID N: 10,099,581.89
 GRID E: 3,170,429.35

P.O.B.
 GRID N: 10,099,543.31
 GRID E: 3,170,741.44

S82°57'15"E 314.49'



JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546

0.3067 ACRES ZONING EXHIBIT
City of Manor, Travis County, Texas

4WARD
 Land Surveying
 A Limited Liability Company
 PO Box 90876, Austin Texas 78709
 INFO@4WARDLS.COM (512) 537-2384
 TBPELS FIRM #10174300

Date:	6/11/2024
Project:	01517
Scale:	1" = 60'
Reviewer:	PRB
Tech:	CC
Field Crew:	JC/FH
Survey Date:	SE
Sheet:	246



6/26/2024

City of Manor Development Services

Notification for a Rezoning Application

Project Name: Reserves at Las Entradas Additional Area
Case Number: 2024-P-1663-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for the corner of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2). The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 0.31 acres, more or less, and being located near the intersection of Gregg Manor Road and West Eggleston Street, Manor, TX from (C-1) Light Commercial to Multi-Family 25 (MF-2).

Applicant: MWSW LLP
Owner: DD&B Construction Inc.

The Planning and Zoning Commission will meet at 6:30PM on July 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on July 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
(T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

Manor MF LLC (1956048)
17B Firstfield Rd. Ste. 203
Gaithersburg MD 20878-1779

MANOR HOUSING PUBLIC FACILITY
(2002094)
105 E EGGLESTON ST
MANOR TX 78653-3463

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Ryan Phipps, Chief of Police
DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Amended and Restated Interlocal Agreement for the Austin Regional Intelligence Center (ARIC).

BACKGROUND/SUMMARY:

ARIC is a collaborative effort of public safety agencies which includes the City of Austin, Austin Independent School District, City of Georgetown, Hays County, City of Pflugerville, City of Round Rock, City of San Marcos, Travis County, University of Texas, Williamson County, Austin Community College, Texas State University, City of Cedar Park, Pflugerville Independent School District, City of Kyle, City of Buda, City of Sunset Valley, City of Manor, City of Lakeway, City of Westlake Hills, City of Bee Cave, Hutto Independent School District, City of Elgin, St. Edwards University, and Concordia University. The agencies mentioned entered into an interlocal agreement in 2010, this Amended and Restated Interlocal Agreement will continue to have the agencies work together to provide resources, expertise, and information to the ARIC. The ARIC focusses on regional public safety data analysis. The mission of the ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Amended and Restated Interlocal Agreement

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Amended and Restated Interlocal Agreement for the Austin Regional Intelligence Center (ARIC) and authorize the City Manager to execute the agreement.

CITY COUNCIL:	Recommend Approval	Disapproval	None
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**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amended and Restated Interlocal Agreement (the "Agreement") is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
City of Austin on behalf of its Fire Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff's Office,
University of Texas on behalf of its Police Department,
Williamson County through Williamson County Sheriff's Office,
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department,
City of Buda on behalf of its Police Department,
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Lakeway on behalf of its Police Department,
City of Westlake Hills on behalf of its Police Department,
City of Bee Cave on behalf of its Police Department,
Hutto Independent School District on behalf of its Police Department, and
City of Elgin on behalf of its Police Department

St. Edwards University on behalf of its Police Department

Concordia University on behalf of its Police Department

(Collectively referred to as the “Partner Agencies” or “Parties”).

RECITALS

HISTORY OF THE ARIC

1. The Austin Regional Intelligence Center (ARIC) is a collaborative effort of public safety agencies in the designated area of responsibility (ARIC Partner Agencies or Partner Agencies). ARIC Partner Agencies work together to provide resources, expertise, and information to the ARIC. The ARIC focuses on regional public safety data analysis. The mission of the ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.
2. During the summer and fall of 2010, each of the ten original ARIC Partner Agencies’ governing bodies approved an Interlocal Cooperation Agreement (authorized under chapter 791 of the Government Code) that established and outlined the intent of the Partner Agencies to centralize efforts and co-locate (Original Agreement). Further, the Original Agreement established a framework for the organization of the ARIC. The Original Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement services to the citizens in the Austin-Round Rock metropolitan area.
3. The Original Agreement assigns the primary responsibility for the operation of the ARIC to the City of Austin through its Police Department (APD). Further, the Original Agreement assigns the City of Austin, hereafter known as The City, as the Fiscal Agent for grants provided in support of the ARIC, and requires that it

provide office space, equipment, and supplies in order to carry out the administrative operation of the ARIC.

4. During the fall and winter of 2012 and into 2013, the Partner Agencies entered into a second Interlocal Cooperation Agreement that created a mechanism to fund the technology and related systems necessary for the continued operations of the Center (Sustainment Funding Agreement).
5. In 2017, the Partner Agencies amended the Original Agreement and the Sustainment Funding Agreement to add additional Partner Agencies, and to authorize the City of Austin to enter into separate collateral agreements, to be known as Partner Equivalent Agency Agreements, as necessary, to allow certain non-governmental agencies, to be known as Partner Equivalent Agencies, to assume obligations and receive benefits equivalent to Partner Agencies. Each Partner Equivalent Agency Agreement must include the same terms of understanding contained in the Original Agreement and the Sustainment Funding Agreement in substantially the same format as the Original Agreement and the Sustainment Funding Agreement.
6. In 2022, the Partner Agencies amended the Original Agreement and Sustainment Funding Agreement to include additional Partner Agencies.
7. This Amended and Restated Interlocal Agreement merges the Original Agreement and Sustainment Funding Agreement and streamlines the administrative process of approving new partner agencies.

NOW, THEREFORE, the Parties amend and restate the Original Agreement and Sustainment Funding Agreement.

**AGREEMENT
PART ONE**

Governance and Management

I. AUTHORITY AND LIMITATIONS TO APPLICABILITY

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. Additional authority is found in the Texas Constitution and laws of the State of Texas. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. PURPOSE

This Agreement establishes and outlines the intent of the Partner Agencies to centralize effort and co-locate. The intent of the ARIC is to be an all-crimes information analysis center that uses a collaborative approach to identify, prevent, disrupt and respond to criminal threats to the safety and security of the Austin-Round Rock metropolitan area.

Further, the Agreement establishes a framework for the organization of the ARIC and to address crime-related issues that are common to the Partner Agencies. The Agreement is to set out a common understanding of the policies and procedures that the ARIC will follow, in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area. Nothing in this Agreement should be construed to supersede previous agreements entered into between the Universities and the City or between the City and other agencies. The ARIC will not operate to the exclusion of any existing intelligence programs of the Universities, Partner Agencies, and other Partner Equivalent Agencies.

III. MISSION

The Mission of the ARIC is to provide a centralized, comprehensive, multiagency criminal information and intelligence sharing network to enhance the operational effectiveness and efficiency of the law enforcement agencies involved in order to better protect the public. The ARIC provides real-time actionable criminal intelligence by

utilizing technology to identify trends and patterns in criminal activity. The ARIC facilitates the collection, integration, evaluation, analysis and dissemination of criminal information and intelligence through established procedures for law enforcement and homeland security.

IV. GOVERNANCE AND OVERSIGHT

Primary responsibility for the operation of the ARIC is assigned to the Austin Police Department (APD). The Center's governance consists of an Executive Board, Operational Management Team, Center Director, and Privacy Officer, each described below.

- A. The Executive Board shall be comprised of the heads of the five major Law Enforcement entities in the Austin-Round Rock metropolitan area, or their designee(s), and chaired by the APD police chief or designee. The Executive Board shall meet as needed and as agreed upon by Board members. This Board shall:
 1. Resolve conflicts or disputes that might arise related to policy or mission;
 2. Establish protocol concerning the treatment of violations of this Agreement;
 3. Control the dissemination of any information produced by the ARIC including specific alerts and bulletins to agencies inside and outside the region;
 4. Resolve disputes between Partner Agencies and Partner Equivalent Agencies arising from the operation and activity of the ARIC;

5. Review and update the ARIC Privacy Policy annually based upon recommendations by the Privacy Policy Advisory Committee (described below), and changes in applicable law;
 6. Shall provide an annual report to Partner Agencies and Partner Equivalent Agencies on the status and efficacy of the Privacy Policy and ARIC based upon internal and external audits conducted and/or coordinated by the ARIC Operational Management Team (described below).
- B. The APD police chief or designee will appoint a Center Director, who will be responsible for the day to day operation of the Center. The Center Director will establish needed procedures, practices, and protocols and utilize advanced software and technology tools. The Center Director will also develop physical security measures to ensure information and intelligence are protected from unauthorized access, modification, theft or sabotage, whether internal or external, or disasters or intrusions by natural or human causes, and ensure that such information and intelligence is only accessed by authorized personnel with the appropriate access and need to know or right to know.
- C. The ARIC Operational Management Team (Management Team) will be responsible for: technology, use of ARIC information and intelligence databases, conducting and/or coordinating internal and external audits, and investigating misuse of the Center's data resources.
- D. The ARIC shall have a trained Privacy Officer who is appointed by the Center Director and who assists the Management Team in investigating violations of this policy. The Privacy Officer shall receive and investigate reports of alleged errors in information and intelligence, coordinate error resolution under the Center's redress policy, serve as the liaison for the

Information Sharing Environment, and coordinate with other fusion centers in the State of Texas. The Privacy Officer shall coordinate with the Center Director to ensure adherence to enforcement procedures, and that such procedures are adequate. The Privacy Officer shall also review all analytical products to ensure that they provide appropriate privacy, civil rights, and civil liberties protections prior to dissemination or sharing by the center. The Privacy Officer can be contacted through the public ARIC website.

V. COLLECTION LIMITATION

- A. The ARIC may only seek or retain information that was gathered in a fair and lawful manner, wherein the source is reliable, and the content is valid or limitations on confidence are identified and with the knowledge and consent of the individual, if appropriate, and falls into the following categories:
1. Is suspicious activity that has a potential terrorism or criminal nexus and constitutes a suspicious action report (SAR) or information sharing environment-suspicious action report (ISE-SAR) information under the Information Sharing Environment Functional Standard; or
 2. Is relevant to the investigation and prosecution of suspected criminal, including terrorist, activity, the justice system response, and the prevention of crime or is useful in crime analysis or in the administration of justice and public safety (including topical searches of open source information).
- B. Within the Criminal Intelligence System, the ARIC shall collect and retain information only where there is reasonable suspicion that a specific individual or organization has committed a criminal offense or is involved in or is planning criminal (including terrorism) conduct or activity that presents a threat to any individual, the community, or the nation and the information is relevant to the criminal (including terrorist) conduct or activity.

- C. This policy applies to information or intelligence that identifies any individual or organization as a criminal subject. The ARIC will not seek, collect or retain information about an individual or organization, and originating agencies will not submit such information, solely based on religious, political, or social views or activities; participation in a particular organization or event; or race, ethnicity, citizenship, place of origin, age, disability, gender, or sexual orientation. Further, these factors will not be considered as factors that create suspicion, except if used as part of a specific suspect description.
- D. Information obtained from or through the ARIC can only be used for lawful purposes. A lawful purpose means the request for data is directly linked to a law enforcement agency's active criminal investigation or is in response to confirmed information that requires intervention to prevent a criminal act or other threat to public safety. All information disseminated from the ARIC related to criminal activity that identifies a criminal subject must be relevant and useful in aiding an authorized and active criminal or background investigation.
- E. The ARIC incorporates the collection, assessment, retention/storage, security, and sharing of SAR and ISE-SAR information into existing processes and systems used to manage other crime related information to protect information and intelligence, as well as privacy and civil liberties. All constitutional protections and individual agency policies and procedures that apply to a law enforcement officer's authority (e.g. to stop, detain, identify, search and frisk) will be followed and upheld in the same measure when gathering SAR information, whether or not the observed behavior is related to criminal activity.

VI. COMPLIANCE WITH LAWS REGARDING PRIVACY, CIVIL RIGHTS, AND CIVIL LIBERTIES

A. Privacy Policy.

The information shared between the Parties will be handled in accordance with Austin Regional Intelligence Center Privacy Policy (Privacy Policy) and the "Criminal Intelligence Systems Operating Policies" 28 CFR Part 23, U.S. Executive Order 12291.

All personnel who are authorized users of the ARIC will comply with the ARIC Privacy Policy. The Privacy Policy shall apply to all information and intelligence the Center gathers or collects, receives, maintains, stores, accesses, discloses, or disseminates to Partner Agencies, Partner Equivalent Agencies (including federal Information Sharing Environment participating centers and agencies), and participating justice and public safety agencies, as well as to private entities, and the general public.

B. Privacy Policy Advisory Committee.

1. The Privacy Policy Advisory Committee (Committee) shall review the Privacy Policy annually to ensure safeguards and sanctions are in place to protect personal information and shall advise the Executive Board of the ARIC of its recommendations based upon the purpose and mission statements of the ARIC.
2. The Committee shall annually select from its membership a chair and any additional officers that the board finds appropriate. A person may not serve as the chair for more than two consecutive years. Upon selection of the chair and additional officers, the Committee shall agree upon the meeting schedule and other operational procedures.
3. The Committee shall include the following, as selected by the governing bodies or their designees:

- a. a community advocate, as selected by the City of Austin;
 - b. a licensed attorney, as selected by Hays County;
 - c. an information privacy advocate, as selected by the City of Round Rock;
 - d. a criminal justice expert, as selected by Travis County; and
 - e. a law enforcement expert, as selected by Williamson County.
4. The Committee shall provide an annual report to the Partner and Partner Equivalent Agencies that contains any proposed changes to the Privacy Policy along with the results of any discussion and review by the Executive Board regarding such changes.
 5. The Committee shall comply with the Texas Government Code, Chapter 551 (Open Meetings Act) to the extent not otherwise required by Chapter 551 or other state or federal law or rule.

VII. DUTIES AND PERFORMANCE BY THE CITY

The City serves as the Fiscal Agent for the grants provided in support of the ARIC. The City, as the Fiscal Agent, agrees to provide office space, equipment, and supplies to carry out the administrative operation of the ARIC. Sustainment funding for the ARIC will be the responsibility of the Partner Agencies and Partner Equivalent Agencies as described in Part Two of this Agreement, below. Additional equipment required by the Partner Agencies and Partner Equivalent Agencies will be the responsibility of the Partner Agencies and Partner Equivalent Agencies.

VIII. DUTIES AND PERFORMANCE OF ALL PARTNER AGENCIES AND PARTNER EQUIVALENT AGENCIES

- A. Specific control over an agency's resources and the continued dedication of these resources to the ARIC shall be retained by the Partner Agencies and

Partner Equivalent Agencies, which will be kept fully apprised of all analytical developments by its respective subordinates, as appropriate security clearances permit.

- B. Each Partner Agency and Partner Equivalent Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies and Partner Equivalent Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
- C. Partner Agencies and Partner Equivalent Agencies will adopt this Agreement and corresponding policies, and such Agreement and policies will have the same force and effect as the participating agencies' internal policies and procedures.
- D. Individual users of the ARIC's information and intelligence remain responsible for the lawful and appropriate use of the information and intelligence provided by the ARIC. Failure to abide by the restrictions and use limitations for ARIC data may result in the suspension or termination of individual user privileges, disciplinary sanctions imposed by the user's employing agency, or criminal prosecution. Each individual user, Partner Agency, and Partner Equivalent Agency participating in the ARIC is required to abide by the Privacy Policy in providing information and intelligence to the ARIC and in the access, use, security, and disclosure of information and intelligence obtained by and through the Center.
- E. Partner Agencies and Partner Equivalent Agencies will adopt and comply with internal policies and procedures requiring the agency, its personnel, contractors, and users to:

1. Have and enforce policies for discovering and responding to violations of agency policies and this Agreement, including taking appropriate action when violations are found;
 2. Make available to the public the agency's internal policies and procedures regarding privacy, civil rights, and civil liberties;
 3. Cooperate with periodic, random audits by representatives of the ARIC and/or other designated individuals; and
 4. Designate an individual within the participating agency to receive reports of alleged errors in the information that originated from the participating agency.
- F. If a Partner Agency or Partner Equivalent Agency fails to comply with either the provisions of this Agreement or internal policies, or fails to enforce provisions in its local policies and procedures regarding proper collection, use, retention, destruction, sharing, disclosure, or classification of information, as determined by the Executive Board, the Board may:
1. Suspend or discontinue the offending agency's access to the ARIC; or
 2. Offer to provide an independent review, evaluation, or technical assistance to establish compliance.

IX. PERSONNEL

A. Modification of Personnel.

A Partner Agency or Partner Equivalent Agency wishing to modify its personnel contribution to the ARIC shall give 60 days written notice to the Executive Board of such modification.

B. Personnel Rules and Discipline.

1. A complaint made against any Partner Agency or Partner Equivalent Agency individual assigned to the ARIC, while acting within the scope of their ARIC assignment, shall be reported to the Center Director. The Director will immediately report such complaint to the respective agency's direct supervisor of the individual. Such complaints shall be investigated immediately by the Director and reported to the Executive Board for review and possible removal from the ARIC.
2. An investigation of a complaint made against any personnel assigned to the ARIC outside the scope of their ARIC assignment will be the sole responsibility of the agency employing the individual. Disciplinary action, if any, is the responsibility of the employing agency. The Partner Agency or Partner Equivalent Agency shall immediately notify the Center Director of any disciplinary action taken to the extent possible by law or contract.
3. The Director reserves the right to remove any personnel from the ARIC during the course of an investigation into a complaint of personnel misconduct.
4. Each Partner Agency and Partner Equivalent Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies and Partner Equivalent agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
5. Salaries and overtime of ARIC personnel will be paid by their respective agencies.

C. Training.

Each Partner Agency and Partner Equivalent Agency will require training for certain individuals as detailed in the Training Matrix adopted by the Executive Board.

X. DIRECTION OF ARIC AND RESOURCE CONTROL

Specific control over an agency's ARIC resources and the continued dedication of these resources to the ARIC shall be retained by the Partner and Partner Equivalent Agencies. The Partner Agencies and Partner Equivalent Agencies shall be kept fully apprised of all analytical developments by their respective ARIC-based subordinates, as appropriate security clearances permit. ARIC analysts will provide a requesting Partner Agency and Partner Equivalent Agency with link analysis, database searches and coordination of information between local, state, tribal, and federal agencies. The ARIC will also provide Intelligence support to partners using a tiered approach based on the severity of the crime or incident and its relative impact to the Austin-Round Rock metropolitan area.

XI. AUDITING

Consistent with this Agreement and the Privacy Policy, the ARIC Operational Management Team shall establish both internal and external audit functions. The external audit function process will be subject to review by the City of Austin Public Safety Commission. The Commission shall report on its review to the Austin City Council.

PART TWO
ARIC Funding**I. BUDGET****A. Proportional Cost Allocation.**

The annual Operating Costs shall be shared based on the participation levels of each Partner Agency and Partner Equivalent Agency. Each Partner Agency or Partner Equivalent Agency shall identify the number of sworn personnel, with the exception of sworn personnel who identify as a County Jailer as defined in Texas Occupations Code Section 1701.001, who are in positions to use the services of the ARIC as described in this Agreement, as shown in Exhibit A (“Identified Positions”). The formula for the participation level for each Partner Agency and Partner Equivalent Agency is the approved Budget for Operating Costs divided by the total number of Identified Positions in all Partner and Partner Equivalent Agencies. This per Identified Position contribution is multiplied by the number of Identified Positions in a Partner Agency and Partner Equivalent Agency. The Partner Agencies and Partner Equivalent Agencies may modify the number of Identified Positions as needed each Fiscal Year. Each Partner Agency and Partner Equivalent Agency’s Annual Assessment includes amounts that may be held in reserve in anticipation of future hardware replacements. Costs that are incurred to benefit only one individual Partner Agency or Partner Equivalent Agency shall be paid only by the Partner Agency or Partner Equivalent Agency benefiting from such ARIC enhancements.

B. Annual Budget.

The Director of the ARIC shall prepare an annual budget on a Fiscal Year basis and submit this budget to the Operational Management Team. The Operational Management Team shall review and adjust the Budget, as needed, and then submit the Budget to the Executive Board. The Executive Board shall, no later than March 1st of each year, recommend that each Partner Agency and Partner Equivalent Agency approve the Budget and appropriate its Annual Assessment in its budget for its next fiscal year.

C. Budgeted Expenditures.

After the Budget has been approved and funded by the Partner and Partner Equivalent Agencies, the City is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Budget require additional budget approval and funding by all of the Partner and Partner Equivalent Agencies, or re-allocation of existing funds by the Executive Board.

D. Funding Transfers to City.

Once each Partner Agency and Partner Equivalent Agency appropriates its Annual Assessment in its annual budgetary process, the City shall provide timely and accurate invoices as described below (D.1.) to facilitate the transfer of funds by each Partner Agency and Partner Equivalent Agency to the City. The City, the Partner and Partner Equivalent Agencies shall each comply with the following procedures to facilitate payment by the City to the ARIC vendors and contractors:

1. Invoice for Annual Assessment. At least 30 days prior to the beginning of each Fiscal Year, the City shall send each Partner Agency and Partner Equivalent Agency an invoice for its Annual Assessment.
2. Approval of Invoice Amount. Each Partner and Partner Equivalent Agency must notify the City in writing within 15 business days after receipt of the invoice for the Annual Assessment if its invoice does not correctly state its Annual Assessment.
3. Payment Instructions. The City must provide payment instructions to each Partner and Partner Equivalent Agency for the transfer of funds to the City.

4. Partner Agency Funds. Each Partner Agency and Partner Equivalent Agency must pay its Annual Assessment to the City no later than 60 calendar days after receipt of the invoice.

II. ARIC FUND

- A. The City shall establish a separate fund for the ARIC in its accounting records ("ARIC Fund") that is dedicated to the administration of the ARIC. All funds received from Partner Agencies and Partner Equivalent Agencies and other ARIC revenues, including income earned from investment of the ARIC Fund, shall be credited to the ARIC Fund. All ARIC obligations shall be debited from the ARIC Fund. The records for the ARIC Fund shall be maintained in compliance with generally accepted accounting principles.
- B. Investment Income. The ARIC Fund is invested by the City in the same manner as the City invests its excess funds. Any income earned on the funds invested from the ARIC Fund is credited to the ARIC Fund for the benefit of the ARIC, unless otherwise required by law. Any income earned in the current year will be retained and used to fund anticipated and unanticipated costs in subsequent years, as approved by the Operational Management Team and the Executive Board.
- C. Quarterly Statements. Within 30 days after the end of each quarter, the City must provide quarterly statements showing the credits to and debits from the ARIC Fund, including any income earned, to each Partner Agency and Partner Equivalent Agency. The quarterly statements must include beginning and ending ARIC Fund balances. Statements for 'year-end' fund status must be provided as soon after year-end closeout as possible but in no event more than 45 days after the end of the Fiscal Year.

- D. Payments. Subject to the availability of sufficient funds in the ARIC Fund, the City shall pay ARIC contractors and vendors in compliance with the Texas Prompt Payment Act.
- E. Reports. The City shall provide each Partner Agency and Partner Equivalent Agency with a monthly report comparing the Budget with the actual expenses incurred in that month and in the current Fiscal Year to date. This report will be provided during the Operational Management Team's monthly meeting.

III. Funding.

The Partner Agencies and Partner Equivalent Agencies specifically acknowledge that funding for each Partner Agency's and Partner Equivalent Agency's Annual Assessment must go through that Partner Agency's or Partner Equivalent Agency's normal budgeting process; and after approval by its governing body or other approval required by law, is payable in compliance with section I. D.

IV. Failure to Appropriate or Partial Funding.

If any Partner Agency or Partner Equivalent Agency fails to appropriate its Annual Assessment by the first day of the Fiscal Year for which the Operating Budget is applicable ("Unfunded Party") or appropriates less than its Annual Assessment for any year, or if any Partner Agency or Partner Equivalent Agency fails to pay all of its Annual Assessment, ("Underfunding Party"), the other Partner Agencies and Partner Equivalent Agencies, acting through the Executive Board, may take one or more of the following actions:

- A. Notice of Unfunding. Send the Unfunded Party a notice re-stating the amount due. Each Partner Agency and Partner Equivalent Agency acknowledges that its future right to participate in the ARIC is dependent upon fully paying its Annual Assessment each year.

- B. Budget Revision. Amend the Operating Budget by reducing costs and/or increasing the amounts paid by the other Partner Agencies and Partner Equivalent Agencies if the Unfunded Party opts not to continue to participate.
- C. Suspension of Representation. Remove the Unfunded Party from the Operational Management Team and Executive Board, if applicable, and suspend the voting rights for the Unfunded Party.

PART THREE

Definitions

- A. Annual Assessment means the proportionate share of the Operating Costs stated in the Budget by all Partner and Partner Equivalent Agencies determined in accordance with that Partner or Partner Equivalent Agency's participation level determined as described in PART TWO, I.A. and as detailed on Exhibit A of that Fiscal Year's approved Budget.
- B. Fiscal Year means the fiscal year adopted by the City. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.
- C. Information includes any data about people, organizations, events, incidents, or objects, regardless of the medium in which it exists.
- D. Intelligence is the product of an analytical process that provides an integrated perspective to disparate information about crime, crime trends, crime and security threats, and conditions associated with criminality.
- E. Law includes any applicable local, state, tribal, territorial, or federal statute, ordinance, regulation, executive order, policy, or court rule, decision, or order,

as construed by appropriate local, state, tribal, territorial, or federal officials or agencies.

- F. Need to Know is established when, as a result of jurisdictional, organizational, or operational necessities, access to sensitive information or intelligence is necessary for the conduct of an individual's official duties as part of an organization that has a right to know the information in the performance of a law enforcement, homeland security, or counter-terrorism activity, such as to further an investigation or meet another law enforcement requirement.
- G. Operating Costs are all costs associated with direct purchase of goods and services, including but not limited to computer hardware, computer software, and hardware and software maintenance and replacement. Operating Costs also include technology enhancements necessary to improve the efficiency and effectiveness of the ARIC.
- H. Right to Know is established when, based on having legal authority or responsibility, or pursuant to an authorized agreement, an agency or organization is authorized to access sensitive information and intelligence in the performance of a law enforcement, homeland security, or counter-terrorism activity.

PART FOUR

General Provisions

I. Relationship of Parties and Liability.

Nothing in this Agreement shall be deemed to create an employment relationship between the City and the other Parties. The Parties do not waive and do intend to assert any available defenses and/or limitations on liability. No Party shall be considered to be an agent of another Party. The City does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas. The Partner Agencies acknowledge that none of the Parties have waived their sovereign immunity by entering into this Agreement.

II. Amendments.

- A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies, with the exception of when adding new partner agencies under II.B. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.
- B. This Agreement may be amended to include one or more additional new partner agencies (Associate Partner Agencies). The Partner Agencies authorize the City of Austin to enter into separate Associate Partner Agreements as necessary to allow public agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code and that are not currently Partner Agencies to assume obligations and receive benefits equivalent to Partner Agencies (Associate Partner Agencies). A new Associate Partner Agency must first be unanimously agreed upon by the Executive Board. The governing body of each new Associate Partner Agency and the City of Austin City Council must approve the Associate Partner Agreement. Such an agreement must include the same terms of understanding contained in the ARIC Amended and Restated Interlocal Agreement in substantially the same format, and Associate Partner Agencies must agree to follow the ARIC Privacy Policy, as amended .
- C. The City of Austin is authorized to enter into separate collateral agreements, as necessary, to allow agencies that are not state agencies, local governments, or other agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code (non-governmental agencies) to assume obligations and receive benefits equivalent to Partner Agencies (Partner Equivalent Agencies). To qualify for consideration to become a Partner

Equivalent Agency, a nongovernmental agency must utilize a full-service law enforcement component that employs police officers licensed by the State of Texas and vested with full law enforcement powers and responsibilities. Before any non-governmental agency becomes a Partner Equivalent Agency, that non-governmental agency must first be agreed upon by a majority of the Executive Board, with approval by the Chair. Upon approval by the Executive Board and Chair, the approved non-governmental agency is recommended to the City of Austin City Council which must approve each agreement to create a Partner Equivalent Agency before any approved non-governmental agency seeking to become a Partner Equivalent Agency may be offered that agreement. Such an agreement must include the same terms of understanding contained in the ARIC Amended and Restated Interlocal Agreement in substantially the same format (Partner Equivalent Agency Agreement). To complete the transaction, the approved nongovernmental agency and the City of Austin must execute the Partner Equivalent Agency Agreement. This Partner Equivalent Agency Agreement may be modified or amended by the City and the Partner Equivalent Agency only to replicate an amendment adopted by the Partner Agencies to the Amended and Restated Interlocal Agreement, or to replicate an amendment to this Agreement. The Partner Equivalent Agency and the City shall approve and execute an amendment to this Partner Equivalent Agency Agreement when necessary for it to remain substantially the same as the Amended and Restated Interlocal Agreement.

III. Term of Agreement.

1. Effective Date. This Agreement shall commence on the date of execution by the last Party to sign this Agreement. Once effective, the initial term of this Agreement shall terminate on _____, 2025.
2. Renewal Term(s). Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein.

3. **Termination.** A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

IV. Assignment.

A Party to this Agreement may not assign or transfer its interests or obligations under this Agreement.

V. Complete Agreement.

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

VI. Severability.

If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

VII. Third Party Beneficiaries.

This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

VIII. Miscellaneous.

- A. This Agreement is subject to the provisions of any agreement made between the Parties to this Agreement and the United States Government

relative to the expenditure of federal funds for the development of the ARIC.

B. Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

C. Notice.

1. All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.
2. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. post office.
3. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.
4. Notices sent to the Parties pursuant to this Agreement shall be delivered or sent to:

AUSTIN POLICE DEPARTMENT

Austin Police Department

Chief's Office

715 E. 8th Street

Austin, Texas 78701

This Agreement is effective on _____, 2024.

CITY OF AUSTIN on behalf of its POLICE and FIRE DEPARTMENTS

By: Bruce Mills Date: 5-8-24

Printed Name: Bruce Mills

Title: ASST CITY MANAGERS

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: ^{DocuSigned by:} Andy Brown _____ Date: 5/22/2024
C21317DB291D47D...

Travis County Judge Andy Brown

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WESTLAKE HILLS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

St Edwards University on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

Concordia University on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

EXHIBIT A

AUSTIN REGIONAL INTELLIGENCE CENTER PROPORTIONAL COST FOR
PARTNER AGENCIES

FISCAL YEAR _____

Department	Number of Sworn	Contribution
City of Austin APD/AFD		
Austin ISD PD		
Georgetown PD		
Hays County SO		
Round Rock PD		
San Marcos PD		
Williamson County SO		
Travis County SO		
University of Texas PD		
Pflugerville PD		
Pflugerville ISD PD		
Cedar Park PD		
Texas State PD		
Austin Community College PD		
Kyle PD		
Buda PD		
Sunset Valley PD		
Manor PD		
Lakeway PD		
Westlake Hills PD		
Hutto ISD PD		
Bee Cave PD		
Elgin PD		
St. Edward's PD		
Concordia PD		

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Matthew Woodard, Director
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on allocating funds for the Veterans’ Wall Dedication Plaque.

BACKGROUND/SUMMARY:

The Veteran’s Wall Project at Jennie Lane Park was completed in November 2022. City staff met with the Park Committee to review the next steps for the Veteran’s Wall project. Staff would like to place a dedication plaque by the Veteran’s Wall to thank the Leadership Manor Class of 2022, Community Sponsors, City Council & City Manager, and City Departments for their support and contribution. Staff would like to purchase the plaque to be placed before the November 2024 Veteran’s Ceremony.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Yes
PRESENTATION: No
ATTACHMENTS: Yes

- Proposal
- Sample of Plaque

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the purchase of the Veterans Wall Dedication Plaque and allocate funds from _____ in the amount not to exceed \$6,000.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



Bronze Memorials Inc.
 Jim Savage
 Port St Lucie, FL 34986
 +1 7729240083
 sales@bronzememorials.net
 www.bronzememorials.net

BILL TO

City of Manor
 105 E. Eggleston Street
 Manor, TX 78653

SHIP TO

City of Manor
 105 E. Eggleston Street
 Manor, TX 78653

INVOICE 6880

DATE 06/06/2024 **TERMS** Due on receipt

DUE DATE 06/06/2024

SHIP VIA

Ground

SALES PERSON

Mark McGrane

PHONE

772-672-4165

QTY	DATE	DESCRIPTION	RATE	AMOUNT
		DATE CUSTOMER NEEDS IN HAND ON OR AFTER 17 BUSINESS DAYS FROM ART APPROVAL		0.00
1		SOLID CAST PLAQUE SOLID CAST BRONZE PLAQUE 24" LEFT TO RIGHT 30" TOP TO BOTTOM	4,392.00	4,392.00
		2"x 80" POST AT 30 DEGREE ANGLE = NO HOLES REQUESTED= BORDER SINGLE LINE SCROLL SHAPE DOUBLE ROUND = BACKGROUND TEXTURE LEATHERETTE = BACKGROUND COLOR BROWN= STYLE Raised Satin Letters (Times New Roman Unless Otherwise Requested) And=		
1		ART WORK SET UP ART CONVERSION TO AI VECTOR FILE After FINAL Art Approval Your Plaque Will Ship In 15 Business Days	32.50	32.50
1		POST 2"x80" for Plaques over 450 sq. in. = \$375.00.	375.00	375.00
0		FREE GROUND SHIPPING FREE GROUND SHIPPING ON ALL ORDERS Plaque Will Ship In 15 Business Days Allow 2-4 Business Days For Ground.Shipping DISCOUNTED \$38.95	0.00	0.00
				Subtotal: 4,799.50
1		PROCESS & HANDLING FEE. 3.95% PROCESSING AND HANDLING FEE	174.77	174.77

DELIVERY DATE CANNOT BE GUARANTEED We Strongly Urge You NOT To Schedule Any Ceremony Involving Your Plaque Until You Actually Have The Plaque In Your Hand. Production Varies At Different Times Of The Year. Delays Can Occur, Although Very Rare, That Are Out Of Our Control Including (Art Corrections, Castings That Must Be Redone, Shipping Damage, Lost Or Delayed Shipments, Etc).

SUBTOTAL	4,974.27
TAX	0.00
TOTAL	4,974.27

TOTAL DUE

\$4,974.27

Payment of this invoice constitutes agreement with the terms and conditions attached



THE VETERAN'S MEMORIAL WALL PROJECT WAS DESIGN BY THE
LEADERSHIP MANOR CLASS OF 2022
THANK YOU FOR YOUR VISION

CLASS MEMBERS

Sonia Wallace
Gloria Rock
Lluvia T. Almaraz

Bobby Orr
Brandon Drayden
Neal Edwards
Anthony Butler Sr.

COMMUNITY SPONSORS

American Legion Manor Post 331
Manor Lions Club
Greater Federal Credit Union
Independent and Financial
Friends of Manor Parks

The Knight Law Firm, LLP
Nancy Olson Boatright
Barth Timmermann
Manor Chamber of Commerce

CITY COUNCIL & CITY MANAGER

Dr. Christopher Harvey, Mayor
Emily Hill, Mayor Pro Tem
Anne Weir, Place 2
Maria Amezcua, Place 3

Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6
Scott Moore, City Manager

CITY DEPARTMENTS

Public Works
Community Development
City Secretary

EST. NOVEMBER 11, 2022

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Yalonda M. Valderrama Santana, Heritage & Tourism Manager
DEPARTMENT: Community Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on allocating resources and funds to the Back-to-School Haircut Drive by The Lab Barbershop.

BACKGROUND/SUMMARY:

The Lab Barbershop located at 201 E. Parsons Street is planning a Back-to-School Haircut event on Sunday, August 11th from 11:00 a.m. to 5:00 p.m. The event is organizer J’Rod Franks, owner of The Lab Barbershop is expecting to serve 70 school-aged kids who will be receiving free haircuts. In addition, there will be free food, drinks, a bouncy house and outdoor activities. Bluebonnet Electric cooperation will be providing industrial fans for the event.

Mr. Franks is requesting from the City of Manor the following items:

- Closure of Burnet Street from Parsons to Boyce
- Waiver of special events and equipment fees such as barricades, staff, vehicles, police presence, etc.
- Tents, chairs and tables (4- 6 foot)
- Any other additional support

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Yes
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

The city staff recommends that the City Council direct city staff to provide support on the Back-to-School Haircut Drive approving the closure of Burnet Street with barricades, rental of tables and chairs, and waiving the special event fees.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Jones, Economic Development Director
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Municipal Solid Waste Collection, Transportation and Disposal Contract (Residential, Commercial, Industrial, and Recycling).

BACKGROUND/SUMMARY:

City issued a Request for Proposals for the collection, transportation, and disposal of solid waste and recyclable materials on April 26, 2024 with the assistance of the City’s consultant, Solid Waste Specialists (SWS). The City’s current solid waste contract expires on December 31, 2024. Four proposals were submitted and reviewed by City staff and SWS. City staff and SWS recommend that Frontier Waste K2, LLC should be selected as the contractor for the collection, transportation, and disposal of the City’s solid waste and recyclable materials.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT:
PRESENTATION: Yes
ATTACHMENTS: Yes

- SWS Presentation
- Municipal Solid Waste Collection, Transportation and Disposal Contract

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Municipal Solid Waste Collection, Transportation and Disposal Contract (Residential, Commercial, Industrial, and Recycling) as to form with Frontier Waste K2, LLC; and authorize the City Manager to execute the final negotiated contract.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**

Solid Waste and Recycling Contract

Item 14.

July 17, 2024



Current Services

Solid Waste	Recycling	Bulk	Brush
1 x per week in 95-gallon cart	Every other week in 95-gallon cart	Residents bring this material themselves to deposit at Public Works	Residents bring this material themselves to deposit at Public Works

Waste Connections's current contract expires December 31, 2024

Current Rate is \$19.60

- City engaged **Solid Waste Specialists** in January 2024 to provide RFP and Contract documents and assist with the procurement of a new contract for the upcoming term.
- The kick-off meeting was held in January wherein Staff gave specific instructions to SWS regarding changes desired in the new contract.

SWS prepared an RFP and Contract based on the following specifications with collections performed Monday thru Friday

Residential Garbage Collection

- Garbage collection 1 x weekly with NEW Contractor-supplied 95 – gallon cart. All material is to fit within the cart (or additional carts for an added fee).

Residential Recycling Collection

- Acceptable recyclables collection Every Other Week with NEW Contractor-supplied 95 – gallon cart. All material is to fit within the cart (or additional carts for an added fee)

Residential Brush and Bulk Collection

- Brush and Bulk collection 1 x weekly on the same day as garbage and recycling is collected with a combined limit of 3 cubic yards of material at the curb.
- Unusual accumulations will be collected for a fee based on time and disposal expense.

Commerical (dumpsters) and Roll-Off containers

- All accounts will be visited by a sales representative prior to delivering a NEW container to “right size” the collection by dumpster size and frequency of collection.
- The mandated NEW equipment requires an investment in:
 - approximately 13,000 poly carts
 - approximately 100 dumpsters
 - approximately 25 new Roll Off containers

PROCUREMENT PROCESS

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- Rate adjustments will be determined using the Bureau of Labor Statistics Garbage and Trash Index.
- Future rate adjustments will be capped at 5%.

PROCUREMENT PROCESS

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- Pre-Bid meeting was held on May 3rd
- Seven firms attended the meetings and were then given a week to send in follow-up questions to allow Staff to respond.

Five firms responded:

Waste Connections (incumbent)

Texas Pride

Texas Disposal

Waste Management

Frontier

THE SCORING PROCESS

The City provided a team of four personnel to perform the work of judging the submittals.

SWS held a scoring workshop to review how the scoring process would be performed utilizing a spreadsheet that reflected the written portion of the submittals.

SWS scored the numerical pricing entries using extension data provided by Staff.

THE SCORING PROCESS – WRITTEN EVALUATION – 65 POINTS

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5= extremely qualified
 4= well qualified
 3= qualified
 2= possibly qualified
 1= no recommendation

TAB 1 Experience with like-size communities	Past Performance and Experience providing similar services in like-size cities	5%	0
TAB 2 Financial Strength of Proposer	Evidence of Financial Ability	5%	0
TAB 4 Strength of Personnel	Demonstrated Strength of LOCAL Personnel at the hauling division	3%	0
TAB 6 Operational Plan Detailed Narrative	Quality of Plan to achieve the City's Service Objectives	10%	0
TAB 6 TRIR and DART Scores	Lowest Possible Score is "0" for both	5%	0
TAB 7 Transition Plan Detailed Narrative	Quality of Plan to implement all services - delivery of equipment, education of customers, etc.	10%	0
TAB 9 Disaster Management Plan	Quality of Plan to assist the City with cleanup after major storm	5%	0
Customer Service, GPS & Support	How GPS Tracking System interfaces with Customer Service - Customer Service responsiveness and reporting	17%	0
Overall and TAB 10 Compliance and Clarity of Proposal	How well proposal follows RFP - <u>minimum number</u> of exceptions to the Proposal.	5%	0
		Total Weighted Score	
		>>	0
		65%	

THE SCORING PROCESS

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The Written Evaluation, scored by the Committee selected by the City, had a potential of 65 points for a perfect score.

The Price Evaluation, rates extended by actual quantities of work, had a value of 35 points for the lowest Total Price for all Services, with other scores based on a ratio against that lowest score.

The two steps were combined for a Total Score.

Two best scores would be interviewed in person

Written Evaluation Scoring

During the price review, it was discovered that WM had taken exception to the mandatory provision of NEW Dumpsters and Roll-Offs, thereby rendering their proposal Non-Responsive

From Written Evaluation

	Waste Connections	Frontier	Texas Pride	Waste Management	Texas Disposal
Committee					
Scott Jones	39	43	33		37
Scott Dunlop	41	40	31		42
Matt Woodard	40	40	37		34
Belena Pena	38.6	36	34		50
Total	158	159	135		163
Combined Averages	40	40	34	Non-Responsive	41

RATE TABULATIONS

The cost per service reflects the total number of possible services available to a home divided into the price

	Residential	Commercial Total	Roll Off	Grand Total	Points
Waste Connections	\$184,196	\$26,634	\$53,750	\$264,580	28
cost per service	\$2.58				
Frontier	\$142,600	\$24,052	\$47,843	\$214,495	34
cost per service	\$1.85				
Texas Pride	\$212,459	\$28,035	\$40,300	\$280,794	26
cost per service	\$2.95				
Waste Management	\$156,107	NA	NA	NA	NA
cost per service	\$2.19				
Texas Disposal	\$136,429	\$26,132	\$46,716	\$209,277	35
cost per service	\$1.84				

THE SCORING PROCESS COMBINING BOTH

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From Written Evaluation

	Waste Connections	Frontier	Texas Pride	Waste Management	Texas Disposal
Committee					
Scott Jones	39	43	33		37
Scott Dunlop	41	40	31		42
Matt Woodard	40	40	37		34
Belena Pena	39	36	34		50
Total	158	159	135		163
Combined Averages	40	40	34	N/A	41
Price Score Base Bid	28	34	26	N/A	35
Total Score	67	74	60	N/A	76

Provided only an Alternate
without pricing the Base

Considering TDS Alternate with reduced service Item 14.

The cost per service reflects the total number of possible services available to a home divided into the price to be able to compare an alternate to the Base Bid Request.

TDS Base Bid	\$136,429	\$26,132	\$46,716	\$209,277	
cost per service	\$1.84				
TDS Alternate	\$130,129	\$22,489	\$44,700	\$197,318	Service Reduction
cost per service	\$2.42			12 Bulk a year (call in) and 4 annual Brush	

Considering Waste Connections Alternate

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This Alternate would keep the same used carts and used dumpsters in place and the vendor would continue to operate with existing equipment (which appears to be approximately 8 years old).

	Residential	Commercial Total	Roll Off	Grand Total
Waste Connections Base Bid	\$184,196	\$26,634	\$53,750	\$264,580
Waste Connections Alternate	\$152,696	\$26,634	\$53,750	\$233,080

Based on the Scoring Process, the City Manager decided to arrange interviews with Texas Disposal Systems and Frontier.

Interviews were conducted on June 20th at City Hall.

Representing the City were Scott Moore, Scott Jones and Scott Dunlop
Representing the Consultant was Lynn Lantrip

A series of questions were prepared in advance to clarify specific portions of each company's proposal regarding Operations and Communication

Frontier

Strong Regional Firm focused on Municipal Contracts

If property is available, intends to open facility in or immediately adjacent to Manor.

Good team of professionals at all levels in Operations with a focus on Safety

Superb Communication software called Trac EZ program that allows City and Residents access to daily activity with the ability to add a need for a pickup, another container, track recovery of missed stops – all “live”.

Provision of direct-to-chief Operation person for City staff and elected officials

Texas Disposal Systems

Strong Regional Firm with long history of service focused on Municipal Contracts as well as Municipal Utility Districts

Good team of professionals at all levels in Operations

Adequate GPS tracking system, but the system is closed to anyone outside of the company.

Issues above those that can be resolved by the Customer Service Team are directed to a designated Municipal Professional who acts as a go-between for Staff and Elected Officials.

Reference Checks

Texas Disposal Systems						
City	MSW Service	Recycling	Brush	Bulk	Complaints go to	Overall Rating
Georgetown pop. 86,000	1 x week in carts	EOW in cart	1 x month up to 20 bags	4 x per year for 3 yards each	Both City and TDS, not by design but acceptable	8
Kyle pop. 57,000	1 x week in carts	EOW in cart	2 x month	2 x per year	Both City and TDS, not by design but acceptable	8
Buda pop. 18,000	1 x week in carts	EOW in cart	2 x month	4 x per year	Both City and TDS, not by design but acceptable	8
Frontier						
City	MSW Service	Recycling	Brush	Bulk	Complaints go to	Overall Rating
Pearland pop. 127,000	2 x week carts	1 x week cart	1 x week with 3 yards combined		Frontier	10
Balch Springs pop. 27,000	2 x week carts	1 x week cart	EOW with 2 yards combined		split between City and Frontier but City <u>prefers</u> to take the calls	10
Mansfield pop. 76,000	1 x week cart	1x week cart	1 x week with 3 yards combined		Frontier	8

SOLID WASTE SPECIALIST'S RECOMMENDATION

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SWS recommends accepting the proposal from Frontier.

The firm had one of the two best combined scores, interviewed very well, provides an excellent communication tool for the City and its customers, and received high marks from their references. As an added benefit, If property is available, Frontier intends to open a new facility in or immediately adjacent to Manor.

Our recommendation is to consider their Base Bid response to provide:

- 1 x per week Garbage service in a cart

- Every Other Week Recycling service in a cart

- Weekly Brush and Bulk service at the curb

The new Residential Rate will be \$19.99 for the increased service through weekly Brush and Bulk collection. This is a 39 cents per month increase for the added service.

As required, all Poly Carts, Dumpsters, Roll-Off containers and Vehicles will be **NEW** at the start of the contract.

Questions?

We want to thank you for giving our company a chance to
serve the City of Manor!

**MUNICIPAL SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL CONTRACT
(Residential, Commercial, Industrial, and Recycling)**

This **Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Contract** (“**Contract**”), is entered as of the Effective Date by and between the **City of Manor** (hereinafter called “**City**”), a Texas home rule municipality, and Frontier Waste K2 LLC (hereinafter called “**Contractor**”), a Texas limited liability corporation, acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as “**Parties**” and individually as “**Party.**”)

RECITALS

WHEREAS, City has found and determined that the public health and safety of City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Solid Waste kept and accumulated by residential and multi-family neighborhoods; and

WHEREAS Contractor is engaged in the business of collection and Recycling of Solid Waste and is familiar with City’s requirements and its Solid Waste services; and

WHEREAS, City has determined Contractor to be qualified to provide Solid Waste collection, transportation, and disposal service upon the terms and conditions and for the consideration set forth in this Contract; and

WHEREAS, City has determined through a competitive process in accordance with state law that Contractor provides the best value for Solid Waste services for City’s residents; and

WHEREAS City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential, commercial garbage and trash, and residential recycling, over, upon, along, and across City’s present and future streets, alleys, bridges, and public properties subject to the terms of this Contract; and

WHEREAS Contractor desires to operate and maintain the service of collection and transportation of residential and commercial garbage and trash, and residential recycling, over, upon, along, and across City’s present and future streets, alleys, bridges, and public properties subject to the terms of this Contract.

WHEREAS Contractor has agreed to reimburse City for the development of the RFP and other Contract Documents in accordance with Section 8.1(f) of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

I. GRANT OF CONTRACT AND FRANCHISE; TERM

1.1 **Grant of Contract and Franchise.** To the extent allowed by law, City hereby grants to Contractor:

- (a) The sole right, duty, and privilege within City’s Limits to conduct business for the purpose of collection and transportation, disposal and/or Processing of Waste Materials, Construction and Demolition Debris, and Recyclable Materials during the Term of this

Contract from all Residential, Commercial, and Industrial Customers located within City's incorporated limits; with the exceptions listed below; and

- (b) The sole right, duty, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.

1.2 Initial Term. The Initial Term of this Contract shall commence on January 1, 2025 (the "**Commencement Date**") and shall end on December 31, 2030 (the "**Expiration Date**"), unless otherwise terminated earlier or extended as provided herein.

1.3 Extension Term. City may extend the Initial Term for five (5) additional one (1) year terms beginning January 1, 2030 (an "**Extension Term**") upon the same terms and conditions set forth in this Contract. Notice of the extension of the Term of this Contract for the first Extension Term must be delivered in writing by City to Contractor on or before November 1, 2029. Notwithstanding anything regarding City's exercise of the Extension Terms, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, the first Extension Term, solicit bids or proposals for contracting for the collection of Waste Materials or such other services provided for herein for a period commencing after the Expiration Day, as original established and/or extended by the first Extension Term, if applicable.

II. DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different meaning:

"Brush" means any cuttings or trimmings from trees, shrubs, lawns, and similar materials not exceeding four (4) feet in length or four inches (4") in diameter. The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

"Bulky Waste" means large rubbish items including, but not limited to, White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

"Business Day" means a day that is not a Saturday, Sunday, or Holiday.

"City" The City of Manor, Texas.

"City Facility" means a property owned, leased, and/or operated by City.

"Collection" means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility, and (ii) Recyclables for transport to a Recycling Facility.

"Collection Area" means that portion of City's corporate limits in which Contractor provides collection services as described in the Contract Documents.

"Commercial Unit" means a commercial business or establishment, including, but not limited to, a store, office, restaurant, warehouse, and other nonmanufacturing facility, premises, location, or entity, public or private, within City's corporate limits.

"Commercial Waste" means all types of Solid Waste generated by Commercial Units, excluding Residential Waste and Industrial Waste.

“Commercial Service Provider” means a person or business entity that provides for compensation tree limb cutting and removal, or complete tree and stump removal services.

“Compactor Unit” means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse, or garbage, whether stationary or mobile.

“Construction and Demolition Debris” means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

“CPI” means the Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), <https://www.bls.gov/news.release/cpi.t02.htm>, published by the United States Department of Labor, Bureau of Labor Statistics (**“BLS”**); or, if the BLS ceases to publish the CPI, such other index the Parties agree provides an equally authoritative measure of inflation and the change in the purchasing power of the U.S. dollar as it relates to the provision of solid waste collection services in the United States.

“Container” means a receptacle with a capacity not greater than 95 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

“Contract Administrator” means City’s City Manager or the City Manager’s designee responsible for actively interacting with Contractor to achieve this Contract’s objectives; monitoring this Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of City; incorporating necessary modifications or changes into this Contract; mediating and expediting timely resolution of customer/Contractor issues, and other duties necessary to implement this Contract.

“Contract Documents” means, collectively, (a) this Contract, all Exhibits attached hereto, and any amendments to this Contract; (b) the RFP, and (c) Contractor’s Proposal.

“Contract Year” means each twelve-month period during the Term of this Contract beginning on January 1st.

“Contractor’s Proposal” means Contractor’s response to the RFP dated and submitted May 30, 2024, and consisting of 193 pages, and supplemental submission dated May 14, 2024, and submitted May 30, 2024, consisting of two pages, the original of which is retained in the office of City’s City Secretary in hardbound or electronic format and is incorporated herein by reference.

“Curbside” means (i) in the case of a street or highway with a defined asphalt or concrete curb establishing a vertical boundary separation between a roadway and an adjacent lot or tract, the area within three (3) feet of the curb that provides primary access to the Unit as designated by City; and (ii) in the case of a street or highway that is not constructed with a curb, the area within three (3) feet of the edge of the paved area of the street or highway that provides primary access to the Unit as designated by City; and (iii) with respect to a Unit where the placement of Waste for collection at defined in (i) or (ii), whichever is applicable, interferes with or endangers the movement of vehicles or pedestrians, such other place as close to the Unit’s adjacent roadway as approved by the Contract Administrator.

“**Customer**” means the owner or tenant of a Unit located within City and identified by City as being eligible for and in need of the services provided by Contractor under this Contract.

“**Detachable Container**” (also referred to as “dumpster”) means a watertight, all-metal container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to containers of larger sizes (i.e., “roll-offs”).

“**Disposal Facility**” means a Class 1 Municipal Solid Waste landfill permitted by the TCEQ identified in Contractor’s response to the RFP or such other permitted Class 1 Municipal Solid Waste landfill as may be approved by City during the term of this Contract, which approval shall not be unreasonably withheld, delayed, or denied.

“**Disaster Event**” means an event or occurrence, including, but not limited to, wildfires, storms, floods, fires, tornados, earthquakes, train derailments, airplane crashes, and similar events determined by the City Manager to have caused widespread damage and destruction to personal property.

“**Disaster Debris**” means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster Event that are generated by anyone affected by a Disaster Event.

“**Disaster Management Plan**” means Contractor’s operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event, and when Contractor is selected to provide such additional services in accordance with the rates in Exhibit A.

“**Disposal**” means the disposition, injection, dumping, spilling, leaking, or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

“**Excluded Waste**” means Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction and Demolition Debris, Special Waste, and other types of Waste expressly excluded from this Contract.

“**Food Waste**” means vegetable and other food scraps, including meat, dairy products, grease, and bones; paper which has been contaminated with food, fat, or grease; and compostable paper including paper towels, paper plates, tissue, and waxed paper.

“**Garbage**” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“**Generator**” means a person or municipality that produces or creates Municipal Solid Waste.

“**Hazardous Waste**” means any Solid Waste identified or listed as hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, (42 U.S.C. S6901, et, seq., as amended).

“**Holiday**” means New Year’s Day, Thanksgiving Day, and Christmas Day.

“Industrial Unit” means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of City.

“Industrial Waste” means Solid Waste resulting from or incidental to any process of industry or manufacturing, mining, or agricultural operations.

“Large Dead Animals” means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with healthcare activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood, and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste (MSW): means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

“Non-Recyclables” means any materials in Single Stream Materials or Recyclables that are not Recyclables.

“Offal Waste” means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing, and packing plants, rendering plants, and fertilizer plants.

“Performance Bond” means a corporate surety bond that guarantees compensation to City if it must assume the obligations and/or duties of Contractor to continue the service as defined in the Contract Documents.

“Permit” means a permit issued by the State of Texas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance, and permit renewal.

“Poly Cart” means a 95-gallon poly cart plastic container provided by Contractor, clearly marked for MSW or Recycling, equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor’s collection vehicles. The terms “Cart” and “Wheeled Container” shall be considered interchangeable.

“Processing” means recycling of Single Stream Materials at a properly permitted Recycling Facility.

“Recyclable Material” or **“Recyclables”** means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material. “

“Residential Recyclables” include, but are not limited to, juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

“Recycle” or **“Recycling”** means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, or plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term “Recycling Facility” shall not mean transfer stations, municipal solid waste landfills, or resource recovery facilities.

“Refuse” means the same as Rubbish.

“Request for Proposal” or **“RFP”** means City’s “Request for Proposals for Solid Waste & Recycling Services” issued April 26, 2024, a true and correct copy of which is on file in the office of City’s City Secretary and incorporated herein by reference.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed at Curbside by Customers residing in Single-Family Structures for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Unit” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied to the Residential Unit. Each condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a separate Residential Unit.

“Residential Waste” means all Refuse, Garbage, Rubbish, Brush, and Bulky, and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-off Container” means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of collection and transport to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

“Rubbish” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Small Business Garbage Generator” means a commercial business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or

industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

“Stable Matter” means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

“Structure” means all single-family homes, multi-family dwellings, and Small Businesses, included in the specifications, and City Facilities that City may at its sole discretion include in this Contract.

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, or any legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

“Unit” means, collectively, Residential Units, Commercial Units, and Industrial Units.

“Unusual Accumulation” means any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and brush waste. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

“Vegetable Waste” is excluded from this contract and means putrescible solid waste resulting from the processing of plants for food by a commercial establishment such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

“Waste” or **“Waste Materials”** means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Contract. The term "Waste" specifically excludes Unacceptable Waste.

“White Goods” means refrigerators, stoves and ranges, water heaters, clothes washers and dryers, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be cut, tied, and placed in Bundles or Brown Kraft Bags.

III. RATES

3.1 **Base Rates.** For the services provided by Contractor pursuant to this Contract, Contractor is authorized to charge and shall receive from City the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference (“**Base Rates**”). The Base Rates are subject to adjustment from time to time as provided in Section 3.2., below.

3.2 **Modification of Rates.** Base Rates charged by Contractor for services will remain fixed and will not be adjusted until October 1, 2025. Commencing on October 1, 2025, and continuing annually on the first day of each Contract Year thereafter, Contractor may adjust the Base Rates (each an “**Annual Adjustment**”), subject to the following:

- (a) Not later than the later of (i) July 1st prior to the effective date of the Annual Adjustment, and (ii) the fifth (5th) business day after publication of the CPI described in Section 3.2(b)(1), below, Contractor must provide City written notice of the new schedule of Base Rates for the immediately following Contract Year based on the Annual Adjustment, which notice must include a copy of the new Base Rates schedule (the “**Adjustment Notice**”);
- (b) Each Annual Adjustment shall not result in an increase in the Base Rates exceeding the lesser of:
 - (1) The percentage increase in the CPI for the twelve-month period ending on the May 31st immediately prior to the effective date of the Annual Adjustment; and
 - (2) Five Percent (5%) of the then current Base Rates.
- (c) If the percentage change in the CPI for the twelve-month period ending on the May 31st before the effective date of the Annual Adjustment would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following Contract Year.
- (d) If Contractor fails to timely deliver the Adjustment Notice as provided in Section 3.2(a), the Base Rates shall not be adjusted for the immediately following Contract Year; and
- (e) If no Annual Adjustment is applied to a Contract Year following Contractor’s failure to timely deliver an Adjustment Notice to City, the Annual Adjustment for the following Contract Year shall continue to be based on the percentage change in CPI for the twelve-month period ending on the May 31st prior to the first day of the next Contract Year (i.e., there is not “catch-up” for the missed increase).

- 3.3 **Regulatory Rate Adjustment.** Contractor may petition City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations, including, but not limited to, new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annual reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within sixty (60) days after receipt of such request, Contractor shall have the right to terminate the Contract not earlier than 180 days after providing written notice to City.

IV. SERVICE SPECIFICATIONS

- 4.1 **General/ Service Contracts.** The work to be performed by Contractor pursuant to this Contract consists of collection, transportation, and disposal, at its own expense, of Waste and Recyclable Materials collected from Residential Units, and Commercial Waste and Industrial Waste collected from Commercial Units and Industrial Units, within the corporate limits of City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment and transportation necessary to meet the requirements of this Contract.

4.2 **Residential Solid Waste Collection.**

- (a) Contractor will provide one (1) time per week collection of Acceptable Waste with the Contractor supplying one 95-gallon poly cart per residence.
- (b) The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past.
- (c) All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week. This service will be provided Monday through Friday.
- (d) Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside or at the front of the home in the area of the drainage ditch (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if they believe the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.
- (e) Collection of waste materials should not start before 7:00 AM or continue after 7:00 PM on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.
- (f) Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via

direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or municipal facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.

4.3 Residential Collection not covered under the Base Rates. The following are not covered under the Base Rates:

- (a) The collection or disposal of Excluded Materials; and
- (b) The collection or disposal of any increased volume resulting from a flood, hurricane, tornado, ice storm, or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane, tornado, ice storm, or other Act of God, Contractor and City may negotiate the work to be performed by Contractor under the Disaster Management Plan provided by Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Exhibit A to this Contract.

4.4 Residential Collection of Recyclable Materials. Contractor shall provide one collection Every Other Week, on the same day that MSW is collected, of Recyclable Materials placed in the Residential Unit’s Contractor-supplied Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit’s designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container.

4.5 Changes in Recycling Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the collected Contractor may give written notice to City of (i) a need to redefine Acceptable Recycling Material and Non-Recyclables, (ii) update the Processing facility’s Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Recycling Material (as currently defined) at the Disposal Facility and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

4.6 Acceptable Recycling Material. Recyclables that are eligible for collection (“**Acceptable Recycling Materials**”) must be dry, loose (not bagged), un-shredded, and empty, and shall include only the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
	Magazines, glossy inserts, and pamphlets

Plastics not listed above including but not limited to those with symbols #3, #4, #7	Cartons, Aseptic Containers
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4.7 **Non-Recyclables.** Waste that is not eligible for recycling and shall not be treated and collected as Acceptable Recycling Materials (“**Non-Recyclables**”) include, but are not limited, to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries

4.8 **Residential Brush/Bulk Collection:** Contractor will collect (i) Brush and (ii) Bulky Materials once per week on the same day the Residential Unit receives MSW and Recycling collection. Contractor shall not be obligated to collect Brush Materials set out for collection that:

- (a) Contains limbs exceeding four (4) feet in length or four (4”) in diameter, or debris resulting from the services of a Commercial Tree Service Provider.
- (b) Is not stacked at the curb in such a manner that Contractor’s employee can reasonably and safely lift the material into the collection vehicle;
- (c) Is not Debris resulting from the services of a Commercial Tree Service Provider;
- (d) Does not consist of more than three (3) cubic yards of Brush and Bulky materials per collection;
- (e) Is a White Good or other appliance designed to contain freon or other refrigerant materials that has not been tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection as required by Section 4.12.

4.9 **White Goods.** White Goods such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Contractor shall not accept for collection refrigerators or other devices known to contain chloroflouro-carbons (CFCs) unless the Residential Customer establishes the item is free of CFCs

by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities.

- 4.10 Residential Unusual Accumulation Collection.** When a Customer desires a collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to Customer's payment of a fee for such collection to Contractor reflecting a cost per hour for the use of the Collection vehicle, plus applicable disposal, as set forth in Exhibit A hereto. Any additional fees that might be charged by Contractor to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor's supervisor, and such fees must be approved by the Customer prior to commencing work.
- 4.11 Disaster Debris Collection.** When City determines that an event or occurrence is a Disaster Event, City may request Contractor to collect Disaster Debris placed for collection from Single Family Residential Units and City Facilities within the Collection Area. Notwithstanding Section 1.1 to the contrary, City shall have the right to contract with a third-party to provide Disaster Debris Collection in addition to or in lieu of Contractor providing collection services. If City elects to use the services of Contractor to collect these additional materials resulting from the Disaster Event, City shall grant Contractor variances in routes and Exhibits, as deemed necessary.
- 4.12 Residential Carts.** Contractor agrees to provide one (1) new Poly Cart for placement of Waste ("**Waste Cart**") and one (1) new Cart for Recyclable Materials ("**Recycling Cart**") to each Residential Unit (Waste Carts and Recycling Carts collectively being "**Carts**") not later than five (5) days prior to the Commencement Date. Upon written notice from City, Contractor agrees to provide one (1) new Waste Cart and one (1) new Recycling Cart to new Residential Units constructed within City during the Term of the Contract. New Carts will be delivered to the Residential Unit with written instructions for proper use, including information regarding any actions taken by a Resident that may void manufacturer warranties, such as the placement of hot ashes in the Cart. New Recycling Carts and replacement lids for existing Recycling Carts will have recycling guidelines heat molded on the top of the lid determined by Contractor subject to City's approval, which approval shall not be unreasonably withheld or delayed.
- (a) Contractor shall not be required to collect any Waste or Recyclable Materials that are not placed in the designated Cart or within bags as provided in Section 4.2, bags of Waste Materials exceeding ten (10) placed for collection on a single collection day, any Waste or Recyclable Materials from a Cart that weighs more than 170 pounds, or a Cart and/or bags that are not properly placed Curbside; provided, however, prior to refusing to collect any Waste from a Residential Customer because such Waste is not properly prepared (i.e. placed in a Poly Cart or bagged) and/or placed at Curbside, Contractor shall notify the Residential Customer and then the City Manager if it believes the Waste is not prepared and/or located correctly by the Residential Customer, in which case the City Manager shall be the sole and final judge as to whether or not such Waste was properly placed for collection and should be collected; and
- (b) Carts shall remain at the location of the Residential Unit where delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, Contractor shall provide a replacement Cart. Contractor shall assess a \$75.00 charge to the Resident for new replacement carts and shall look solely to the Resident to pay such charge. If a Cart is damaged while at a Residential Unit, the Residential Customer shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

Contractor will be responsible for promptly responding to requests from and delivering Carts to Residential Customers who need a damaged Cart replaced. Contractor shall deliver a reconditioned Cart not later than five (5) business days after written notice from City or the Customer. Reconditioned Carts must be cleaned prior to delivery to the Customer. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

- 4.13 Special Needs Waste Cart Placement for Collection Assistance.** If the City Manager determines that all residents of a Residential Unit are physically disabled or because of age or verified physical limitations cannot safely move their Carts to the curb for collection, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied (“**Special Needs Collection**”). All requests for Special Needs Collection will be considered by Contractor and the decision on whether to provide Special Needs Collection to a Customer forwarded by Contractor to the City Manager and Residential Customer. The City Manager may either approve or reject a Contractor’s determination to not provide Special Needs Collection for a qualified Residential Customer. The rate for Special Needs Collection shall be the same as a regular collection.
- 4.14 Right to Reject Unacceptable Waste.** Contractor may, in its sole discretion, reject Unacceptable Waste placed curbside for collection by a Customer, in which case neither title to, nor liability for, such Unacceptable Waste shall pass to Contractor.
- 4.15 Adding Residential Customers.** Contractor will establish New Residential Customer Service not later than the next collection day for the subject Residential Unit following receipt of the written request for such commencement of service from City.
- 4.16 Small Businesses Garbage Collection.** Collections from all Small Business Garbage Generators shall be performed at least weekly on the same day and at approximately the same time each week using 95-gallon Carts provided by Contractor. If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 95-gallon Recycling Cart to be collected once per week on the same day as the collection of the Waste Cart. Contractor is not responsible for collecting Carts weighing more than 170 pounds from Small Business Garbage Generators. Contractor shall notify the Small Business Garbage Generator and the City Manager if Contractor believes the Small Business Garbage Generator’s Waste is not prepared and/or located in an area accessible to the Collection Vehicle; provided; however, the City Manager’s determination shall final as to such conditions and locations and whether the collection should proceed.
- 4.17 Front End Loader and Roll Off Container Collection.**
- (a) Prior to the beginning of the Contract, Contractor shall provide new Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Contract. Dumpsters will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers. Dumpsters shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.
 - (b) Contractor is not required to collect from Dumpsters if access across the Customer’s private property is blocked.

- (c) Establishments generating putrescible waste materials will receive a minimum, of two (2) days per week collection. Contractor shall make collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment. Where the refuse is exclusively non-putrescible in nature, one (1) weekly collection is permitted.
- (d) Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.
- (e) Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of City. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.
- (f) Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.
- (g) Contractor nor City shall be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Contract.
- (h) Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.
- (i) Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.
- (j) Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one (1) business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard.
- (k) No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped before transport.
- (l) Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or a manner herein provided, including any waste material that is not properly contained in accordance with the Contract. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the

spillage. Contractor shall be responsible for closing the doors of a container enclosure after servicing the dumpster within that enclosure.

- (m) Where dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

4.18 Detachable Containers-Generally.

- (a) Prior to the Commencement Date, Contractor shall provide Detachable Containers and, if applicable, Compactor Units, to all Commercial and Industrial Units receiving collection service under the Contract.
- (b) Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.
- (c) Detachable Containers shall be painted a uniform color, bear Contractor's name and telephone number, and bear a serial number coded for Container size.
- (d) Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years, upon Customer or City request.
- (e) Contractor-Owned Roll-Off Compactor containers shall be steam cleaned, or changed out, at least once each year or as directed by City for an agreed-upon fee between the Customer and Contractor.
- (f) Detachable Containers shall be located on the Customer's property at a location approved by the City Manager and convenient for collection by Contractor. The City Manager, whose decision shall be final and binding, shall mediate any disagreements over Detachable Container placement and collection.
- (g) Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

4.19 Commercial Unit Collection. Subject to the limitations of collection days and times in Section 5.2, Contractor shall make at least two (2) weekly collections at all Commercial Units on a regular schedule on the same days and approximately the same times each week subject to the terms of the Contract Documents and at sufficient additional intervals necessary to perform adequate services and to protect the environment unless otherwise approved in advance by City. If a Commercial Unit's Waste is exclusively non-putrescible and of sufficiently low volume such that the Waste generated by the Commercial Customer does not exceed the volume of the Commercial Customer's Containers between collections, once-a-week collection is permitted. Contractor shall not be required to perform the collection of Commercial Units during emergencies resulting from Acts of God or when the Commercial Customer has failed to pay Contractor for the services received. Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Unit Customer.

4.20 Detachable Container Maintenance.

- (a) Contractor shall be responsible for the maintenance and repair of Contractor's Detachable Containers damaged due to Contractor's negligence.
- (b) Contractor shall repair or replace not later than one (1) business day any Detachable Container after the City Manager notifies Contractor of a determination that the Detachable Container does not comply with ordinance standards or constitutes a health or safety hazard.
- (c) Contractor shall graffiti from its Detachable Containers not later than five (5) business days after notification by City or a Customer of the existence of the graffiti. Contractor shall keep a record of the locations of Detachable Containers containing graffiti, take a photograph of the graffiti prior to its removal, and provide such location information and photographs to City as part of the Monthly Report.
- (d) Each Detachable Container to be placed at a City Facility is subject to inspection by City and approval as to appearance and condition before placement at any City Facility. A Detachable Container shall be reconditioned and repainted, if necessary, before being located at a City Facility that has not used it earlier. Contractor shall clean and/or repaint a Detachable Container showing excessively damaged paint and/or an accumulation of waste residue within the Detachable Container not later than thirty (30) days after delivery of a written request by City.

4.21 Overloaded Containers. No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.

4.22 Stationary Compactor Units. The purchase, lease, installation, maintenance, and repair of Stationary Compactor Units or any related parts or accessories, as well as the Detachable Container, will be by agreement between Contractor and the property owner and/or authorized property manager of the property where the Stationary Compactor Unit(s) will be placed. Contractor's agreement with Customers using Stationary Compactor Units shall provide for the collection and transport of the Compactor Unit's Detachable Container. The rental of a Detachable Container shall be in accordance with the Roll-Off Rates set forth in Exhibit A attached hereto.

4.23 Excluded Waste.

- (a) Contractor has no obligation to collect Excluded Waste pursuant to this Contract. Unless otherwise provided in this Contract, City has no obligation to pay Contractor for the collection of Excluded Waste.
- (b) If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste containing the Excluded Waste. Contractor shall contact City upon the discovery of Excluded Waste that has been placed for collection. City shall be responsible for taking any appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste.
- (c) If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a

location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. City will reasonably assist Contractor in determining the identity of the depositor or generator of the Excluded Waste to enable Contractor to collect from the depositor or generator the cost incurred by Contractor in connection with such Excluded Waste.

- (d) Contractor releases and holds City harmless from any liability for any cost incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be deposited or generated by City.

V. COLLECTION OPERATIONS – GENERAL PROVISIONS

5.1 Disposal: Contractor shall deliver all Waste collected pursuant to this Contract to a Disposal Facility.

5.2 Hours of Collection.

- (a) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Residential Customers shall not start before 7:00 A.M. Central Time or continue after 7:00 P.M. Central Time on the same day in any residentially zoned area of City's corporate limits or otherwise within 500 feet of a Residential Unit Collection from Residential Units shall not occur on Sundays unless authorized in writing by the Contract Administrator following a weather-related event (e.g. winter storm event) or other circumstance that has resulted in Contractor being unable to perform regular collections on schedules days.
- (b) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Commercial and Industrial Customers shall be performed on a regular schedule on the same days and approximately the same times each week, Monday through Saturday between the hours of 5:00 A.M. Central Time and 7:00 P.M. Central Time; provided, however, unless otherwise approved by the Contract Administrator, which approval shall not be unreasonably withheld, collection from a Commercial or Industrial Customer shall not occur before 7:00 A.M. Central Time if the location where the collection will occur is within 500 feet of a Residential Unit.
- (c) Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. Central Time each service day unless:
- (1) Contractor provides written notice to the City Manager with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time for the route or Customer identified in the request; and
 - (2) The City Manager determines that the collection will not result in a violation of City's ordinances, including those regarding excessive noise; and
 - (3) The City Manager approves the later completion time in writing.

5.3 Collection Routes. Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those that would otherwise be in effect on the Commencement Date or to

which the Parties later agree; provided, however, no change in collection routes shall be made unless:

- (a) such change has been approved in writing by the City Manager, which shall not be unreasonably withheld or delayed; and
- (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date the new collection dates become effective.

5.4 Holidays. The following shall be holidays for purposes of this contract: New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may, at Contractor's option, suspend collection on a Holiday. If Contractor elects not to provide collection services on a Holiday, Contractor shall notify City not less than two (2) weeks in advance of the Holiday of the dates that collection will occur for those Customers whose regular collection day falls on the Holiday on which a collection did not occur, provided such delayed collection shall be not later than the next business day following the Holiday unless otherwise agreed by the Contract Administrator.

5.5 Complaints. Customer complaints, including complaints for missed collections, shall be directed to Contractor. At the end of each business day (and, in the case of complaints received on a Saturday, Sunday, or a Holiday, on the immediately following business day), Contractor shall email to City a summary of Customer complaints received on that day setting forth at least the following relating to each complaint:

- (a) The address of the Customer making the complaint;
- (b) The time the call or e-mail was received from the Customer;
- (c) Whether the Customer is a Residential, Commercial, or Industrial Customer; and
- (d) A summary of the follow-up action taken by Contractor to resolve open complaints from the same or prior days, including the date of the original complaint, the date(s) and time(s) of subsequent communications with the Customer regarding the complaint, the name of Contractor's employee(s) who interacted with the Customer regarding the complaint, a summary of the contents of the communications between Contractor's employee(s) and the Customer, and the date when Contractor has deemed the complaint to be resolved and closed.

5.6 Collection Vehicles and Equipment. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor and comply with the following:

- (a) All vehicles shall be not older than four (4) model years on the Commencement Date and not older than ten (10) model years at any time during the term of this Agreement;
- (b) All vehicles shall be kept in good operating order and a clean and sanitary condition with the interior of the cab free of clutter;
- (c) All collection equipment shall be operated and maintained in compliance with all applicable state and federal safety standards;

- (d) Contractor shall obtain and maintain current all required operating permits and registrations for the collection vehicles;
- (e) Collection vehicles shall be painted in Contractor's color schemes. Vehicle numbers, at least six-inch (6.0") high shall be painted on each side of the rear of the vehicle in a contrasting color from the body color;
- (f) No advertising shall be permitted on the collection vehicle other than the name and address of Contractor;
- (g) Contractor shall place the appropriate customer service telephone number on all collection trucks;
- (h) The type, number, and capacity of collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract and capable of handling, in the safest and most efficient method available, the Carts, Containers, and material specified for each structure on its route;
- (i) All vehicles shall be operated in conformity with applicable federal and state laws and regulations;
- (j) All vehicles used by Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by City;
- (k) Collection vehicles will be equipped with two-way communication devices so that Contractor's staff and the driver may communicate during the route collection; and
- (l) All collection vehicles shall be equipped with Global Position System ("GPS") tracking equipment to allow for tracking and locating collection vehicles, which tracking information can be stored and retrieved by Contractor and is provided to City upon written request.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract (the "Equipment Inventory"). Contractor shall provide City with an updated Equipment Inventory not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment on the Equipment Inventory that has been temporarily removed from service. Contractor may use replacement and/or additional equipment and vehicles for a period not exceeding fifteen (15) consecutive days or sixty (60) days during any Contract Year without updating the Equipment Inventory if the use of such equipment and/or vehicles is reasonably necessary to maintain a consistent level of collection services as required by this Contract during a period of an abnormally high volume of Waste needing to be collected or to cover extra collections as the result of a Holiday collection schedule. Contractor may include on the Equipment Inventory equipment or vehicles Contractor intends to regularly use for collection during such temporary periods of high volume or during Holiday collection schedules provided such equipment and/or vehicles are identified as "standby" or "reserve" equipment or vehicles on the Equipment Inventory.

5.7 Spillage. Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for the cleanup of any spills including, but

not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material. Contractor shall not be responsible for the collection of any scattered Waste that has not been caused by Contractor's employees.

5.8 Point of Contact. All dealings and contacts between Contractor and City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator.

5.9 Contractor's Employees.

- (a) Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Contract shall:
- (1) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification cards and/or badges bearing the name and photo of the officer or employee and identifying the person as an officer or employee of Contractor;
 - (2) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;
 - (3) never identify themselves, or in any way represent themselves, as being employees or agents of City;
 - (4) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition;
 - (5) interact with Customers and other members of the public in a neat, orderly, courteous, helpful, and impartial manner and refrain from belligerent behavior and/or profanity when interacting with Customers;
 - (6) conduct collection serves with as little noise and as little disturbance to Customer as reasonably possible taking into consideration the noise customarily generated by the normal operation of Collection Vehicles and other collection equipment;
 - (7) not disturb or otherwise unreasonably interfere with a Customer's property that is adjacent to where the Customer's container(s) are located for collection; and
 - (8) take reasonable precautions to prevent damage to property, including lawns, shrubs, flowers, and other plants while performing Collection Services.
- (b) Contractor shall be solely responsible for managing and disciplining Contractor's employees. If Contractor receives a report alleging one or more of Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, or appeared to be under the influence of drugs or alcohol, Contractor shall submit a written report to City providing the details of the incident, which report shall include: the nature of the incident, time, date, and location of the incident; name, address, and telephone number of the person alleging the violation; the name and title Contractor's officer(s) and/or employee(s) involved in the incident; and what

disciplinary action, if any, was taken by Contractor. If an employee of Contractor is the subject of repeated allegations or a single egregious allegation of the type described above, such employee shall be removed from an assignment from providing Collection Services under this Contract not later than ten (10) days after receipt of City's written request for such removal, which removal shall continue for the duration of the Term of this Contract (including Initial Term and any Extended Term) unless otherwise agreed in writing by the Contract Administrator.

VI. REPORTING REQUIREMENTS

- 6.1 Reports Generally; Format.** Contractor shall provide to City the reports or notifications to the City's Contract Administrator described in this Article VI in addition to any daily reports required by this Contract. If not established by an outside authority, the Parties shall agree on the required report format, provided each report contains at least the information required by Article VI. All information provided in the reports delivered by Contractor to City pursuant to this Article VI becomes the property of City. City shall have the right to use the data from the reports provided by Contractor for whatever purposes City deems appropriate.
- 6.2 Monthly Reports.** Not later than the tenth (10th) of each month during the term of this Contract, Contractor shall deliver to the City Manager in the agreed format a report relating to the collection activity during the prior calendar month ("Monthly Reports"). Monthly Reports shall include route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected and contain, as a minimum, the following information:
- (a) Number of Residential Units served.
 - (b) Number of Commercial Units served.
 - (c) Tonnage of Waste collected during the month and delivered to the Disposal Facility, broken down by collection from Residential Units, Commercial Units, and Industrial Units.
 - (d) Tonnage of Residential Recycling Materials collected and delivered to the Disposal Facility.
 - (e) Tonnage of Residential Bulk and Brush collected.
 - (f) Tonnage of Waste collected from Commercial Units.
 - (g) Tonnage of Waste collected from Roll Off Units.
 - (h) Residential Recycling Participation Rate, being the percentage of Residential Units participating in recycling collection services.
 - (i) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring while providing services under the Contract during the month.
 - (j) Summary of property damage claims or personal injury claims received by Contractor during the month as a result of providing services under the Contract, even if the events giving rise to such claim occurred in a prior month.
 - (k) List of Customer complaints received by Contractor either directly or forwarded by City, arranged and listed by category, including the date the complaint was received, the address

of the complainant, the address of the property about which the complaint was made (if different than Customer's address, name of the complainant, nature of the complaint, how the complaint was resolved, the date the complaint was resolved when the complainant was contacted about the resolution of the complaint, and if the complaint has not been resolved as of the date of the Monthly Report, when and how Contractor expects the complaint to be resolved.

6.3 Annual Reports. No later than November 1st after the end of each Contract Year, Contractor shall submit to the Contract Administrator an annual report (the "**Annual Report**") covering the immediately preceding Contract Year and include at least the following information:

- (a) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
- (b) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation.
- (c) A description of all public information programs undertaken with audiences reached and media used.
- (d) With respect to the final Annual Report, including all information required for the Monthly Report relating to the last calendar month prior to the date of termination of the Contract.

The obligation to submit the Annual Report for the last Contract Year shall survive the termination or expiration of this Contract. City may withhold payment of balances due to Contractor at the end of the Contract until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of this Contract.

VII. PUBLIC EDUCATION CAMPAIGN SERVICE AND CITY FACILITY SERVICE

7.1 Public Education Campaign. To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of collection by Contractor, which brochure shall, as a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, Bulk and Brush collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information;
- (c) Coordinate with and supply all information reasonably requested by City's Director of Marketing & Communication and Public Works Director to facilitate City's efforts to notify Residential Customers of this transition; and

- (d) Contractor shall provide an annual contribution of Twelve Thousand Dollars (\$12,000) to promote optimum participation in all environmental programs. Payment shall be made on February 1 of each year of the contract term.

7.2 City Facilities and Special Events. Contractor agrees to provide Dumpster(s), Poly Carts and/or Roll-Offs for the Special Events and at City Facilities set forth in Exhibit B attached hereto and incorporated herein by this reference. The type of equipment and frequency of collection is set out in Exhibit B and may be adjusted as agreed to by City and Contractor. Necessary increases in service as agreed to between City and Contractor to existing City Facilities will be added to the Exhibit and serviced at no charge. Any additional events not listed in Exhibit B or necessary increases in service to events listed in Exhibit B will be serviced by Contractor at a charge.

VIII. CONTRACTOR RESPONSIBILITIES

8.1 Generally. In providing the Collection Services required by this Contract, Contractor's responsibilities shall include:

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract.
- (b) All actions and activities of its subcontractors.
- (c) Supplying all records and information required by this Contract.
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances.
- (e) Paying all applicable taxes and Franchise fees.
- (f) Paying to City not later than the thirtieth (30th) day after the Effective Date the one-time reimbursement of City's costs for the development of the RFP and the Contract Documents including, but not limited to, this Contract, the estimated total of which is \$39,940.
- (g) Complying with applicable laws and regulations.
- (h) Performing all work in a timely, thorough, and professional manner.
- (i) Disposing of all collected MSW at a permitted MSW Landfill.
- (j) Processing and marketing Recyclable Materials collected by Contractor from Residential Units.
- (k) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.
- (l) Collecting all missed collections for any service provided within 24 hours after being notified of the missed collections, including picking up on Saturday if notified of a missed collection on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

8.2 Contractor's Office. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 7:00 P.M. Central Time; and (ii) Saturday between 9:00 A.M. and 3:00 P.M. Central Time. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

8.3 Newsworthy and Emergency Notifications. Contractor must contact Contract Administrator as soon as reasonably practical and, in no case, later than 24 hours after the occurrence of one of the following:

- (a) any news coverage or sudden event that could impact the service Contractor provides to City pursuant to this Contract;
- (b) any news coverage or sudden event that is reasonably anticipated to result in Customer phone calls to City;
- (c) an environmental emergency or incident, including spills, which involves Contractor, a related business of Contractor, or one or more of Contractor's employees that occurs within City;
- (d) a motor vehicle accident that occurred while providing services under the Contract;
- (e) personal injury accidents which occurred while providing services under the Contract; and/or
- (f) property damages that occurred while providing services under the Contract.

8.4 Street Damages. Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual agreement of City and Contractor. At no time shall Contractor operate a vehicle in City's Limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined to be Contractor's responsibility. Notwithstanding anything in this Section 8.4 to the contrary, Contractor shall not be responsible for damage which is not negligently or willfully caused by Contractor to any private pavement or

accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Contract.

- 8.5 City Facilities.** Contractor shall not charge City for collection services from City Facilities as described in Exhibit “A” or from any additional City Facilities that City may add.
- 8.6 Enforcement.** Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Contract, including Contractor’s right to be the sole provider of Waste and Recyclable Materials collection within City per this Contract.
- 8.7 Damage to Property.** Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor’s officers or employees. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless a longer period of time is approved in writing by the City Manager and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair and replacement of damaged property within forty-eight (48) hours of earlier knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the City Manager, the City Manager may, but shall not be obligated to, cause the repair or replacement of such damaged property and the cost of doing so shall be deducted from any payment to be made to Contractor by City. Notwithstanding anything to the contrary, Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces to the extent that such damages result solely from the normal and legally allowable weight of its trucks and equipment on the surfaces as necessary to perform the Services.

IX. LIQUIDATED DAMAGES

- 9.1 Generally.** Acceptable performance standards pursuant to this Contract include the provision of daily servicesⁱ on a timely basis with minimal interruptions, Contractor being environmentally responsible while providing such daily services, and Contractor responding promptly to both residential and commercial Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages as set forth in Section 9. City may charge Liquidated Damages to Contractor as set forth in Section 9.2 on a monthly basis and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the City Manager or designee to attempt to resolve the issue. The decision of the City Manager shall be final.
- 9.2 Liquidated Damages Assessed.** City may assess liquidated damages to Contractor as follows:
- (a) Missed collection: \$100 per missed collection in excess of five (5) missed collections on the same collection day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating the collection vehicle traveled on the street and collections occurred on the street on the day on which the complaint relates;
 - (b) If a missed collection has not been collected within the time required by Section 8.1(k): \$100 per occurrence per day;

- (c) \$500 per incident for Contractor failing to collect Waste on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac, report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts, and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint;
- (d) Commencement of residential collection prior to 7:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (e) Commencement of commercial collection within 500 feet of a Residential Unit prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence;
- (f) Failure to complete a majority (50%) of the collections on a given day: \$5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.);
- (g) Failure to maintain a vehicle in a manner consistent with the Contract: \$100 for each incident;
- (h) Failure to clean up spilled Solid Waste or Recyclables resulting from Contractor loading and/or transporting within two (2) hours of notification: \$250 per impacted address;
- (i) Failure to resolve properly reported bona fide Customer complaints within one business day: \$200 for each incident;
- (j) Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Contract: \$250 per report per calendar day delinquent;
- (k) Failure to submit accurate accounting invoices and/ or complaint reports in the specified format: Non-payment until an accurate accounting is submitted;
- (l) Failure to return carts and containers to approximately original collection location: \$50 each incident, for each affected address;
- (m) Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$50 each incident;
- (n) Failure to be prepared to perform services on or after the Commencement Date: \$ 5,000 per calendar day on and after the Commencement Date the services are not being performed by Contractor;
- (o) Failure to deliver or replace carts for any reason within five (5) business days of written notification: \$50 per incident per affected address;
- (p) Contractor commingling Recyclable Materials with MSW: \$ 1,000 for each incident; and
- (q) Disposal of Recyclable Materials to a site other than a proper recycling facility: \$ 2,000 for each incident.

- 9.3 Liquidated Damages and Not Penalty.** Because Contractor's failure to perform the specific tasks described in Section 9.2 and the damages that would be incurred by City being required to assist Customers in handling and resolving complaints (which Residential Customers are citizens and/or property owners located in City's Limits), cannot be reasonably estimated and calculated by the Parties, and because the precise nature and amount of damages that may be incurred cannot be reasonably foreseen by the Parties, City and Contractor agree that the amount assessed in accordance with Section 9.2 constitute liquidated damages and not a penalty.

X. CITY'S REPRESENTATIONS AND WARRANTIES

City hereby makes the following representations and warranties to and for the benefit of, Contractor:

- (a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract.
- (b) City has duly authorized the execution and delivery of this Contract, and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation, or belief, no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency, or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation, or belief, as of the Commencement Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and City's right to adopt and/or enforce this exclusive franchise if City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City's legal rights and authority as set forth in this paragraph (d) are not accurate shall be as set forth in Section 17.05, below.

XI. CUSTOMER BILLING AND PAYMENTS TO CONTRACTOR

- 11.1 Residential Customer Billing; Payment for Service.** City shall provide billing and bill collection services for Residential Customers during the term of this Contract. Not later than the 5th day of each calendar month during the Term of this Contract, Contractor shall obtain from City a count of Residential Units billed for collection services in the prior calendar month with a subtotal of Residential Customers. Based on the number of Residential Customers, Contractor shall deliver to City an invoice setting forth sums due by City to Contractor for services rendered to Residential

Customers under this Agreement (inclusive of franchise fee). City shall remit to Contractor payment for such services not later than thirty (30) days after receipt of invoice.

- 11.2 Non-Paying Customers.** City shall notify Contractor in writing of any Residential Customer that has failed to pay City for waste collection services. Upon written direction from City, Contractor shall cease servicing such delinquent Residential Unit until notified by City to resume service. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.
- 11.3 Commercial Customer Billing.** Contractor shall be solely responsible for billing and bill collection services to Commercial Units and Industrial Units. City shall not be obligated to pay Contractor for Commercial Collection services provided by Contractor to Commercial Units or Industrial Units. Not later than the tenth (10th) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the billings to Commercial Units or collection and other services provided to Commercial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.
- 11.4 Industrial Customer Billing.** Contractor shall be solely responsible for billing and bill collection services to Industrial Units. City shall not be obligated to pay Contractor for Industrial Collection services provided by Contractor to Industrial Units. Not later than the tenth (10th) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the billings to Industrial Units for collection and other services provided to Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.
- 11.5 Franchise Fee.** Contractor shall pay to City a franchise fee equal to twelve percent (12%) of all amounts paid by Commercial, and Industrial Customers within City to whom Contractor provides services pursuant to the authority granted by this Contract (the “**Franchise Fee**”). The Franchise Fee constitutes a payment to City for the right of Contractor to use City’s streets, alleys, and rights-of-way in providing the services described in this Contract. Contractor shall have the right to pass the Franchise Fee through to Customers, provided the amount of the Franchise Fee passed through to each Customer does not exceed twelve percent (12%) of the amounts billed to the Customer excluding any state and local sales and use taxes. Contractor shall pay the Franchise Fee to City as follows: Franchise Fees attributable to the provision of services to Commercial and Industrial Customers shall be paid not later than the last day of the calendar month following the month for which services have been paid to Contractor, regardless of the month in which the services were provided. By way of example only to illustrate the intent of the previous sentence, Contractor shall pay Franchise Fees to City not later than April 30, 2025, for payments received by Contractor during the month of March 2025 for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Franchise Fees pursuant to Section 14.3 after termination of this Contract for any and all services provided prior to the termination of this Contract. City may, at its sole option, deduct from the amount due and payable to Contractor pursuant to Section 14.3 any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15th day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within City pursuant to this Contract regardless of Contractor’s failure to elect to pass through the cost of the Franchise Fee to Customers.

XII. TITLE TO WASTE MATERIAL

Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, Generator, or depositor of such waste and shall at no time pass to Contractor. City will provide all reasonable assistance to Contractor to investigate and determine the identity of the depositor or Generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. City is not responsible for costs associated with Unacceptable Waste, except to the extent that such Unacceptable Waste was placed for collection by City in violation of this Contract.

XIII. CONTRACTOR'S PROPERTY

All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

XIV. RECORDKEEPING / RIGHT TO INSPECT

Contractor shall maintain all records generated in connection with the performance of its obligations and/or provision of Services under this Contract for a period of at least four (4) years after submission of the last Monthly Report. City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of its obligations and/or provision of Services under this Contract. In addition to the Monthly Reports and Annual Reports, City may request periodic reports pursuant to services rendered regarding information not contained in the Monthly Reports or Annual Reports. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the written request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5th) day following the date that such report is required to be delivered to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

XV. TERMINATION OF CONTRACT

15.1 Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract, but the Parties expressly reserve all claims for damages resulting from said uncured default and claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

15.2 Termination for Insolvency, Bankruptcy, Assignment to Creditors. City may, without further notice, terminate this Contract immediately if Contractor (i) petitions for reorganization under the

Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; (iii) makes a general assignment or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.

15.3 Termination by Mutual Agreement. If City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in the writing.

15.4. Termination for Non-Appropriation of Funds. Contractor acknowledges and understands that City is prohibited by law from entering into contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30th occurring during the Term of this Contract if City fails to appropriate funds in City’s Annual Budget for the immediately following fiscal year commencing October 1st for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed, as (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriate; or (b) an obligation creating a pledge of, or a lien on, City’s tax or general revenues resulting in the creation of a debt.

15.6 Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive contract and franchise for the Residential Waste Collection services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than ten (10) days written notice to City:

- (a) to terminate this Contract, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination; or
- (b) to continue to perform the services pursuant to this Contract, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Contract Fee.

If such injunction is applicable to any services provided under this Contract other than Residential Waste Collection services, Contractor shall have the right to terminate the provision of such other services pursuant to this Contract but shall not be authorized to terminate the provision of Residential Waste Collection services or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 17.05, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

XVI. DEFENSE OF SUITS

If any action in court is brought against City, or any officer or agent of City, for the failure, omission, or neglect of Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of Contractor or his/her subcontractors or his/her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers Contractor shall indemnify and save harmless City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

XVII. OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time. Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

XVIII. INSURANCE

18.1 Insurance Types and Limits. During the Term of this Contract, Contractor shall maintain in full force and effect insurance coverage with the minimum limits as follows:

- (a) Commercial General Liability insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Contract, with a minimum combined single limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate, for injury to persons (including death), and for property damage via blanket form endorsement;
- (b) Automobile liability insurance with not less than \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract via blanket form endorsement; and
- (c) Statutory Worker's Compensation Insurance or equivalent or other State-approved program covering all of Contractor's employees involved in the provision of services under this Contract.

All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Manager.

Provided Contractor maintains at least the types of coverage and minimum coverage limits described above, Contractor shall secure and maintain throughout the Term of this Contract insurance of such types and in such amounts as may be necessary to protect itself and the interest of City against all hazards or risks of loss as hereinafter specified. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

18.2 Required Endorsements. All insurance and certificate(s) of insurance shall be endorsed to contain the following:

- (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance.
- (b) Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and

- (c) No insurance policy shall be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

A certificate of insurance evidencing the required insurance shall be submitted to City prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.

XIX. PERFORMANCE BOND

Contractor shall deliver to City a performance bond in the amount equal to one hundred percent (100%) of the annual value of the Contract, executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly, and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Contract.

XX. INDEMNITY

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS(COLLECTIVELY, THE "CITY INDEMNITEES"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST ONE OR MORE OF THE CITY INDEMNITEES THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY INDEMNITEE(S) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS,

LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS. THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS, OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND ONE OR MORE OF THE CITY INDEMNITEES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR CITY UNDER TEXAS LAW, IT BEING THE INTENT THAT CITY SHALL BE RESPONSIBLE FOR THE NEGLIGENCE APPORTIONED TO THE CITY INDEMNITEE(S) AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT TO THE EXTENT OF THE CITY INDEMNITEE'S NEGLIGENCE. CONTRACTOR'S INDEMNIFICATION OBLIGATION PURSUANT TO THIS ARTICLE XVII SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR TO THE LIMITS OF ANY INSURANCE COVERAGE.

XXI. MISCELLANEOUS

- 21.1 Entire Agreement; Priority of Documents.** This Contract, along with the Contract Documents, constitutes the sole and only agreement between the Parties and supersedes any prior understandings and/or written or oral agreements between the Parties with respect to this subject matter of this Contract. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in the following order of priority from first to last unless the provision in the lower priority Contract Document indicates otherwise by use of the phrase "notwithstanding anything in the Contract Documents to the contrary" or similar phrase: (i) this Contract, including any subsequent amendments to this Contract, (ii) the RFP; and (iii) Contractor's Response to the RFP.
- 21.2 Assignment.** Contractor may not assign this Contract without City's prior written consent. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Contract. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of Contractor's subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by a lender to Contractor without the consent of City.
- 21.3 Successors and Assigns.** Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.
- 21.4 Governing Law.** The laws of the State of Texas shall govern this Contract; and the venue for any action concerning this Contract shall be in the state district courts of Travis County, Texas. The Parties agree to submit to the personal jurisdiction of said Court.
- 21.5 Amendments.** This Contract may be amended only by the written agreement of the Parties.

- 21.6 **Severability.** If any one or more of the provisions contained in this Contract, inclusive of the Contract Documents, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 21.7 **Independent Contractor.** All services to be performed by Contractor pursuant to this Contract shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract.
- 21.8 **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first-class mail or overnight courier to the address specified below, or to such other address as either Party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. mail, first-class postage prepaid or on the date of confirmed delivery by overnight courier as evidenced on the receipt therefor:

If intended for City:

City Manager
 105 E. Eggleston St.
 Manor, TX 78653
smoore@manortx.gov

With Copy to:

Knight Law Firm. LLP
 223 W. Anderson Ln., Ste. A-105
 Austin, TX 78752
 Attn: Paige Saenz
psaenz@cityattorneytexas.com

If intended for Contractor:

 ATTN: General Manager

- 21.9 **Counterparts.** This Contract may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.
- 21.10 **Compliance with Federal, State & Local Laws.** The Parties shall comply in the performance of Services under the terms of this Contract with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.
- 21.11 **Force Majeure.** No Party will be liable for any default or delay in the performance of its obligations under this Contract, including any obligation of Contractor to pay liquidated damages pursuant to Sections 9.01 and 9.02, if and to the extent such default or delay is caused, directly or indirectly, by a Disaster Event, riots, civil disorders, acts of terrorism, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, acts of God, epidemic or pandemic,

or any similar cause beyond the reasonable control of such Party, provided the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to provide written notice of the Force Majeure delay to the other Party as soon as possible but in no event later than 24 hours after the earlier of the Party's first knowledge of or the first occurrence of the Force Majeure and further agrees to use commercially reasonable efforts to recommence performance as soon as possible.

- 21.12 Proposal Representations.** Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal (response to RFP) submitted to City by Contractor and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.
- 21.13 Confidentiality Regarding Waste Material.** Contractor has no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 21.14 No Waiver for Delay.** The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 21.15 Effective Date.** The effective date of this Contract is as of the date of the last authorized representative of either Party to sign (the "**Effective Date**").
- 21.16 Non-discrimination.** In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
- 21.17 Compliance with Federal Immigration Laws.** Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City, employee documentation verifying an employee's status to be employed by an employer in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.
- 21.18 Statutory Verifications.** Contractor verifies that:
- (a) To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
 - (b) To the extent the Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor

any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

- (c) The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- (d) The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

21.19 Form 1295. In compliance with the State of Texas Government Code, Section 2252.908, if applicable, the City requires that Contractor must complete the online Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us. Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to execution of this Contract and any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

Signatures on Following Page

SIGNED AND AGREED on _____, 2024.

CITY OF MANOR, TEXAS

By: _____
Scott Moore, City Manager

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Veronica Rivera, Assistant City Attorney

SIGNED AND AGREED on _____, 2024.

By: _____

Name: _____

Title: _____

EXHIBIT A**RESIDENTIAL RATES***1 x per week MSW Collection in Contractor-Supplied 95-gallon Cart with all waste in cart**Every Other Week Recycling Collection in Contractor-Supplied 95-gallon Cart**1 x week Brush/Bulky Materials Collection (max. 3 cubic yards per collection)***Total Price per home per month** \$19.99

Rate per cart for extra MSW cart \$7.50

Rate per cart for extra Recycling cart \$7.50

Replacement Cart Purchase

Price for replacement solid waste cart (one-time fee) \$100.00

Price for replacement recycling cart (one-time fee) \$100.00

Rates for Collection of Unusual Accumulations – Any Option

Rate per hour for Vehicle (any type) and Crew* \$200.00

Disposal fee per yard collected \$10.00

Fee to be determined by estimated time servicing the home, not portal-to-portal for each home*Disaster Management Rates – Any Option**

Rate per Hour for Roll Off Truck and Container \$200.00

Rate per Hour for Grapple Truck \$200.00

Rate per Hour for Rear Load Truck and Crew \$200.00

Disposal Fee per ton collected \$75.00

Small Commercial with Contractor-supplied 95-gallon Poly Carts

One Cart once per week \$20.99

Each Additional Cart (s) Once Per Week \$20.99

COMMERCIAL FRONT LOAD RATES

All Fees include disposal costs.

Size	1x	2x	3x	4x	5x	6x	extra
2 yard	64.50	129.00	231.20	295.70	496.25	560.75	32.25
3 yard	97.72	195.46	322.51	430.01	537.51	644.99	48.86
4 yard	104.24	203.27	345.47	446.98	541.22	655.46	51.12
6 yard	127.05	250.17	372.37	528.20	635.25	762.30	63.53
8 yard	153.75	302.31	404.50	546.70	768.76	922.51	76.88

Casters (fee per month per container) \$ 75.00 per month
 Locks (fee per collection per container) \$ 4.00 per collection
 Enclosures (fee per collection per container) \$ no charge

Roll-Off – Temporary- EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
10 yard	100.00	2.00	225.00	72.50
15 yard	100.00	2.00	225.00	72.50
20 yard	150.00	4.00	370.00	72.50
30 yard	150.00	4.00	370.00	72.50
40 yard	150.00	4.00	370.00	72.50

Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard	150.00	4.00	370.00	72.50
30 yard	150.00	4.00	370.00	72.50
40 yard	150.00	4.00	370.00	72.50

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

	Monthly Rental	Haul Rate	Disposal per Ton
30 yd SC**	485.00	520.00	72.50
35 yd SC**	485.00	520.00	72.50
40 cubic yard Receiving Container	250.00	520.00	72.50

Relocate/Block Fee \$ 200.00

EXHIBIT “B”

City Facilities at No Charge (Future City facilities will be provided free of charge)

City Hall	105 Eggleston	1	8YD	1X-WK
Public Works	416 Greg Lane	1	4YD	1X-WK
Police Department	402 W. Parsons	1	95-Gal Trash	1X-WK
Police Department	402 W. Parsons	1	95-Gal Recycle	1X-WK
MANOR CITY YARD	400 W PARSONS	1	8YD	1X-WK

City Facilities Roll-Off Services

SERVICE NAME	STREET	QTY	SIZE	AVERAGE HAULS PER MONTH
Public Works	547 Llano St	2	40yd	2-3
City of Manor	15317 HWY 290	1	20 yd	New location added 2/22/24

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Jones, Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Tax Increment Reinvestment Zone Feasibility & Consulting Services agreement with TXP, Inc.: Manor Industrial TIRZ #2.

BACKGROUND/SUMMARY:

TXP, Inc. is a specialty provider of commercial TIRZ consulting services in Texas and has been selected to provide a feasibility study and consulting services for a proposed Industrial Tax Increment Reinvestment Zone (TIRZ #2). TXP, Inc. has proposed to provide city staff and Council with an overview of the TIRZ process, collect data and public input, define the proposed zone, project infrastructure costs and revenue, and provide guidance as to whether a TIRZ is feasible and in the best interest of the city.

LEGAL REVIEW: Yes, Deron Henry, Associate Attorney
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Presentation
- TIF Information
- TXP Service Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve and authorize the City Manager to execute the service agreement with TXP, Inc. in the amount of \$26,500.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **XNone**

Tax Increment Reinvestment Zone Feasibility & Consulting Services Industrial Manor TIRZ



June 3, 2024

Response prepared by



TXP, Inc.

Travis D. James

1310 South 1st Street, Suite 105

Austin, Texas 78704

(512) 328-8300 phone

www.txp.com

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Statement of Interest

TXP, Inc. is pleased to respond to the Request for Proposals (RFP) for an Industrial Tax Increment Reinvestment Zone (TIRZ) for the City of Manor. TXP has a multi-disciplinary team that can provide the external support required, with experts in economic and demographic forecasting, fiscal impact analysis, and public finance. The project team has worked on numerous TIRZ projects throughout Texas and is familiar with the issues, trends, and challenges influencing the greater Austin region. TXP has significant experience assisting clients with all phases of TIRZs, as well as similar public finance tools such as Transportation Reinvestment Zones (TRZ), and Public Improvement Districts (PID). TXP is located in Austin, Texas. Project staff can easily travel to Manor for in-person presentations or City Council meetings at no additional travel costs.

TXP was part of the consulting team that successfully completed the recent City of Manor Comprehensive Plan. TXP was responsible for collecting and analyzing the economic and demographic data.

First, TXP offers unbiased guidance regarding whether a TIRZ is the appropriate financing mechanism to implement. Second, TXP is frequently retained to review and update the tax revenue projections of existing TIRZs. Third, TXP has a 30-year track record of successfully working with all levels of government including cities, counties, hospital districts, community colleges, and water districts. Past clients for this type of analysis include the cities of Austin, Brownsville, Dallas, Dayton, Denton, El Paso, Fort Worth, Odessa, Victoria, and San Antonio. Last, the firm has experience working on both smaller Downtown and larger acreage TIRZ plans that have unique characteristics.

Creating a new TIRZ will require TXP to evaluate a wide range of items such as economic and demographic forecasts, land plans, infrastructure development, public finance, stakeholder input, and coordination with other public sector jurisdictions. While state law dictates many of the steps and procedures required to establish a TIRZ, each community requires a different level of support based on the size of the project, public involvement, and the complexity of the finance plan. The TXP project team will engage the City of Manor's legal resources as well as other departments (e.g., public works on infrastructure costs) to support this effort.

The project team believes that a TIRZ can be used as an effective tool to support and promote development. However, the creation of a TIRZ in and of itself is not sufficient to spur new development or generate tax revenue. Cities sometime create TIRZs with the expectation that simply establishing a TIRZ will cause new property value growth. The project team has found that the most successful TIRZs have a project and finance plan that adequately addresses the following questions:

1. Does the plan clearly articulate its goals and explain how development will occur?
2. Are the infrastructure improvements prioritized?
3. Is the plan flexible so that it can adapt to changing market conditions?
4. Will the participating public sector entities provide some initial funding or “seed capital” while the TIRZ builds up tax revenue increment in the early years?
5. How will the participating public sector entities respond to requests for tax abatements or incentives that would take money away from the TIRZ?
6. Should the TIRZ be pay as you go or contemplate debt?
7. What percent of the tax increment should be allocated to the TIRZ?
8. Will the city consider allocating both property tax and sales tax to the TIRZ?
9. How long do the participating public sector entities want to keep the TIRZ in place?
10. Does the TIRZ project plan reflect community priorities and have community support?

A successful TIRZ will require a step-by-step approach to implement. The TXP project team has developed a scope of work that attempts to address the known issues while recognizing that any TIRZ analysis will need to adapt to unanticipated findings during the discovery phase.

TXP Background

TXP, Inc. is an economic analysis and public policy consulting firm founded in 1987 in Austin, Texas. Our clients have discovered that we are the firm to hire when there is not an immediate, obvious, or simple solution to their economic or public policy challenges. In addition to drawing on the expertise of our firm members, we regularly partner with urban planning, engineering, and public policy firms to put together teams uniquely suited to our clients' needs.

TXP has nearly 20 year of experience assisting clients with all phases of Tax Increment Reinvestment Zones (TIRZ), as well as similar public finance tools such as Public Improvement Districts (PID), Transportation Reinvestment Zones (TRZ), and Municipal Management Districts (MMD). TXP is also frequently retained to review and update the tax revenue projections of existing TIRZs and other value-capture districts.

TXP also offers a full range of economic analysis and forecasting services to public and private clients. The firm specializes in applying focused primary research to enhance secondary data. TXP offers a number of other services to clients, including periodic reports highlighting economic trends in regional economies and presentations to a range of stakeholders. TXP currently serves as economist-on-retainer for a number of high-profile private and public sector clients throughout Texas.

TXP has successfully helped clients manage the balance between economic development, land use planning, and infrastructure development to ensure overall community prosperity. Our team provides in-depth analysis on the connection between tax base enhancement and service cost reduction, and works with communities, state agencies, local governments, universities, and developers to facilitate growth and redevelopment.

TXP, Inc.
1310 South 1st Street
Suite 105
Austin, Texas 78704
(512) 328-8300 phone
info@txp.com
www.txp.com

Qualifications of the TXP Project Team

TXP has the local staffing resources required to complete the TIRZ analysis for Manor. TXP will allocate the following three staff members to the project. TXP can also leverage additional staff resources if required.

Travis James will serve as the project manager for this project. Mr. James is authorized to make representations for and to bind the firm.

Jon Hockenyos, President

Following stints as an aide to a member of the British Parliament and work on a Senatorial campaign in his home state of Illinois, Mr. Hockenyos founded TXP while attending the LBJ School of Public Affairs at the University of Texas at Austin in 1987. Since then, TXP has successfully completed hundreds of projects for a wide variety of clients, with a strong record of on-time, on-budget delivery.

In his role as President of the firm, Mr. Hockenyos is involved in managing the day-to-day operations of the organization, performing technical analysis, and developing strategies for clients. In addition, he makes numerous public presentations and speeches. Mr. Hockenyos has served as a resource witness on a variety of issues in front of city councils, state legislatures, and the U.S. Congress.

Mr. Hockenyos' private sector background extends beyond TXP. He is currently a board member of Seton Healthcare and American Bank of Commerce. He also served on the Board of Directors for Capital Metro (the Austin area transit authority), the Board of the ARC of the Capital Area, and the Travis County Citizen's Advisory Council. Mr. Hockenyos' personal business interests also include restaurants, real estate, and infrastructure/water development.

Mr. Hockenyos received a Bachelor of Arts in Philosophy from the University of Illinois and M. of Pub. Aff. from the LBJ School of Public Affairs, where he has taught as an Adjunct Professor.

Travis D. James, Vice President

Travis D. James brings over 25 years of experience in economic analysis, strategic planning, and policy development. Currently, Mr. James leads the firm's efforts in economic impact studies, statistical analysis, and strategic planning. While at TXP, Mr. James has conducted over 200 economic and tax revenue impact studies for projects located in California, Florida, Louisiana, Maryland, New York, Pennsylvania, South Carolina, and Texas. He specializes in

sub-regional analysis that requires blending economic analysis, land planning, GIS tools, and long-term forecasting.

Prior to joining TXP, Mr. James worked at ExxonMobil in the global information systems technology division in Washington, D.C. His duties required lengthy international travel to South America, Europe, and Asia in order to develop and support large-scale global systems solutions. Mr. James also spent five years as a project manager at a national economic development consulting firm where he worked on numerous studies throughout the United States.

Mr. James holds a Bachelor of Arts degree in Economics from the University of Texas at Austin. He also received a Bachelor of Science in Computer Science from Texas State University. Mr. James earned an MBA from St. Edward's University.

Rebecca C. Yerly, Project Analyst

Rebecca Yerly has been involved with TXP since 1999. She has worked on numerous projects in the public policy arena, including the role of microlending in economic development of the disadvantaged community in Texas, the influence of urbanist development in managing and directing regional growth, and the effects of the earned income tax credit on the working poor in the San Antonio region.

Prior to joining TXP, Dr. Yerly was a case design analyst for WaxmanCavnerLawson, a firm that provides insurance products to high-net-worth individuals and businesses. In addition, she has authored or co-authored numerous research reports in such diverse areas as family transition and public policy, coping and stress, and the role of emotional intelligence in business and academic success.

Project Team Relevant Experience

TXP is proud and grateful to have been rehired multiple times by many of its clients. As Manor contemplates hiring a firm to develop a new Industrial TIRZ, it is important to select a consulting partner who has the dedication and track record to successfully assist clients over the long term.

City of Del Rio, Texas Downtown TIRZ (2023)

Client: City of Del Rio, Texas

The City of Del Rio, Texas was considering implementing a tax increment reinvestment zone to fund a portion of the infrastructure and maintenance costs associated with redeveloping Downtown Del Rio. Many of the opportunities, challenges, and required improvements are outlined in the *Envision Del Rio 2040 Comprehensive Plan (2020)* produced by Stantec. Based on the recommendation of the City's outside legal firm, TXP was hired by Del Rio to implement a Downtown TRIZ. The City Council successfully created the TIRZ in 2023.

Tomball TIRZ Project and Finance Plan Update (2023)

Client: City of Tomball, Texas

In November 2021, the City of Tomball, Texas created the Tax Increment Reinvestment Zone Number Three ("TIRZ #3") consisting of approximately 240 acres of land. TIRZ #3 was created to help pay for infrastructure costs to facilitate the development of a 240-acre tract located at SH 249 and Rocky Road for light industrial and retail development. In 2023, TXP was retained to draft the final project and finance plan and forecast future TIRZ revenue. TXP presented the plan to the TIRZ Board and City Council for adoption. The City Council adopted the final project plan in November 2023.

City of Canyon, Texas Downtown TIRZ (2021)

Client: City of Canyon, Texas

The City of Canyon, Texas was considering implementing a tax increment reinvestment zone to fund a portion of the infrastructure and maintenance costs associated with redeveloping Downtown Canyon. Many of the opportunities, challenges, and required improvements were outlined in the Canyon Comprehensive Plan (2020) by Freese and Nichols, Inc. TXP was a subconsultant to Freese and Nichols, Inc. on the Downtown Plan. TXP was rehired by Canyon to implement a Downtown TRIZ. The City Council successfully created the TIRZ in 2021.

Real Estate Demand, Absorption, and Taxable Value Analysis for the Trinity River TIRZ - (2009, 2015, 2017, 2018, 2021, and 2024)

Client: Tarrant Regional Water District

Realignment of Fort Worth's Trinity River followed by the successful implementation of the Trinity River Vision (TRV) project would have a dramatic impact on the City's economic

development future. Because a number of variables influence the amount of tax revenue generated by the development, TXP created a series of scenarios based on the existing TRV TIF model as well as historic residential development patterns in greater downtown Fort Worth. After the initial analysis was completed, TXP was rehired multiple times to update key regional economic trends including the overall TRV development in light of the changing economic environment. TXP's revenue forecast will be used by the TIRZ board to update the financing plan. TIF 9 (Trinity River Vision) is almost 4,000 acres.

Dickinson, Texas Downtown TIRZ and IH45 TIRZ (2022)

Client: City of Dickinson, Texas

In 2022, the City of Dickinson, Texas retained TXP to evaluate the feasibility of two TIRZs in the city – downtown and along IH45. TXP spent a few months working with community leaders, city staff, and elected officials to identify the correct geographic boundary for the TIRZs. In addition, the TXP preliminary plan addressed overall market demand and tax revenue projections. In December 2022, based on TXP's analysis and recommendation, the Dickinson City Council created two TIRZ – downtown and along IH45.

Denton Downtown TIRZ Project and Finance Plan Update (2020)

Client: City of Denton, Texas

The City of Denton, Texas was considering using its Downtown TIRZ to fund an \$18 million drainage infrastructure project. Given how the TIRZ was originally implemented, this infrastructure project would likely use all the TIRZ's projected revenue. TXP was retained to review potentially catalytic projects, forecast future TIRZ revenue, and gather input from downtown businesses and real estate developers. TXP drafted a series of recommendations to the TIRZ board and City Council related to issuing TIRZ debt, expanding the TIRZ geographic boundaries, and increasing the TIRZ revenue cap.

Historic River Mills Tax Increment Reinvestment Zone (2019 to 2020)

Client: City of New Braunfels, Texas

The City of New Braunfels, Texas was considering implementing a tax increment reinvestment zone to fund a portion of the infrastructure and maintenance costs associated with redeveloping the area around the historic River Mill property. TXP was retained by the City of New Braunfels to evaluate whether a TIRZ was appropriate and how it should be structured. In December 2019, based on TXP's analysis and recommendation, the River Mills Tax Increment Reinvestment Zone #2 was created.

Downtown Market Assessment for City Owned Properties within Old Town (2020)

Client: City of Burleson, Texas

The City of Burleson was seeking a consulting firm to assist with evaluating the highest and best use of two city owned properties in downtown. Specifically, the City had issued an RFP

for these properties, but needed external help measuring the economic and tax impact of each proposal as well as evaluating the financial need or “gap” as it relates to the requested incentives. TXP spent several weeks evaluating the market conditions in downtown, meeting with the potential developers, and discussing incentive options with city staff and city council. TXP’s analysis and findings were then used to negotiate incentive deals with the developers for both downtown sites.

Downtown Brownsville Tax Increment Reinvestment Zone (2019)

Client: City of Brownsville, Texas

The vision and justification for transforming downtown Brownsville is outlined in the *Imagine Brownsville Comprehensive Plan*. TXP was hired to create a financing plan that builds upon this previously adopted studies and existing city goals. TXP spent a few months working with community leaders, city staff, and elected officials to identify the correct geographic boundary for a TIRZ. In addition, the TXP preliminary plan addressed overall market demand and tax revenue projections. In December 2019, based on TXP’s analysis and recommendation, the Brownsville City Commission created the Downtown Brownsville, Number 3 (TIRZ #3).

Value Capture Implications of Extending the Duration of the Waller Creek Tax Increment Financing (TIF #17) (2018)

Client: City of Austin, Texas

TXP was tasked with providing analytical assistance to the City of Austin related to the extension of the duration of the downtown Waller Creek TIF. The following is an outline of the major steps in the project. TXP took the lead for collecting information on the local economy, real estate projects, infrastructure planning, land use issues, and the regulatory environment. As part of this task, TXP worked with existing stakeholders to identify expected patterns of development in the TIF. Special emphasis was placed on collecting and reviewing the historical performance of the TIF, development by year by land use, and taxable values versus construction costs. Using the findings, TXP projected annual property tax revenues generated within the TIF for the proposed extension. TXP developed several scenarios that represented the range of likely outcomes in terms of ad valorem tax revenue. Using this information, a representative financing plan also was created. The findings were presented to the Austin City Council, and the TIF extension was approved.

City of Dayton, Texas and Liberty County Tax Increment Reinvestment Zone #1 (2018)

Client: City of Dayton, Texas

The City of Dayton hired TXP as their consultant to assist in creating a new tax increment reinvestment zone (TIRZ). The Gulf Inland Logistics Park is a multi-modal transportation and logistics center, featuring more than 1,500 acres of available land to meet the needs of today's logistics, transportation, and manufacturing businesses. The master-planned park will

include rail service provided by CMC Railroad, BNSF Railway, and Union Pacific Railroad. TXP performed all the tasks necessary for TIRZ creation including coordinating with the landowner, City of Dayton, and Liberty County. The TIRZ and project plan was approved by both Liberty County and the City of Dayton in the fall of 2018.

City of Odessa, Texas Downtown Tax Increment Reinvestment Zone (2018)

Client: City of Odessa, Texas

The City of Odessa, Texas was interested in implementing a tax increment reinvestment zone (TIRZ) to fund a portion of the infrastructure and maintenance costs associated with redeveloping Downtown Odessa. Many of the opportunities, challenges, and required improvements were already outlined in the *Downtown Design + Implementation Plan (2016)*. TXP was retained to assist Odessa in implementing its first TIRZ. The City of Odessa approved the TIRZ boundary in the fall of 2018.

City of Irving Tax Increment Reinvestment Zone 6 (2016)

Client: City of Irving, Texas

The City of Irving, Texas was considering implementing a tax increment reinvestment zone to fund the long-term redevelopment around the former Texas Stadium site. The potential 1,000-acre TIRZ area is served by several major freeways, including State Highway 183, State Highway 114, Loop 12, and Spur 482 as well as new DART Rail stations. Given the size and scope of the infrastructure required to achieve the development outlined in the Planned Unit Development #6 plan, tax increment financing was determined to be an appropriate funding strategy to implement the plan. TXP was retained to develop a real estate build out forecast for the area as well as a project plan and financing plan for the TIRZ. Irving City Council adopted the TIRZ in November 2016.

Proposed Scope of Work

Based on past project experience, TXP recommends a two-phase approach for evaluating and implementing a TIRZ. If a TIRZ is not the best option, TXP can recommend alternative strategies for an area.

Part 1: Manor Industrial TIRZ Feasibility Analysis

TXP will rely on the Client's legal resources to manage the legal requirements associated with TIRZ creation, public notices, and legal documents. If required, TXP can retain a law firm to assist for an additional fee.

Step 1: Introduction to Tax Increment Reinvestment Zones Presentation

TXP will provide a TIRZ 101 presentation to the City Council and staff as part of Trip #1. This would be a high-level presentation covering the basics of creating and managing a TIRZ as well as general questions.

Step 2: Data Collection & Public Input

The initial phase of the project requires an assessment of the TIRZ location. TXP will take the lead for collecting data and baseline information on the local economy, infrastructure, land use, and regulatory environment. As part of this task, TXP will obtain parcel data, GIS files, and taxable values from the Appraisal District.

During Trip #2, TXP project team members will meet with city staff, landowners, city council members, and other key stakeholders. TXP will require assistance from the Client in arranging these meetings.

The outcome of Step 2 is to determine the formal boundaries of the TIRZ and create a realistic forecast for the amount of development that could occur within the TIRZ. Most TIRZ plans fail because the development forecast is too high. Before proceeding to the next step, TXP and the Client will need to reach consensus on the TIRZ boundary, overall development forecast, private sector spending per land use type, and which public sector jurisdictions will likely participate in the TIRZ.

Step 3: Infrastructure Cost Analysis, Identification, and Evaluation

Following the collection of relevant data, TXP will work with the Client, private landowners, and other stakeholders to identify the necessary infrastructure projects required in the potential TIRZ. If required, TXP can contract with an engineering firm to provide these services but at an additional cost to the Client. Once the list of infrastructure projects has been developed, TXP and the Client will prioritize the spending.

All the projects identified cannot be funded through TIRZ dollars. TXP will identify major categories that are appropriate for different types of improvements based on the scale and impact of the improvements. Using this methodology, the TIRZ can better leverage other funding sources to ensure that all the needed public improvements can be undertaken to make the TIRZ and the City sustainable in the long run.

The outcome of Step 3 is a list of larger catalytic projects that should be funded by the TIRZ. This list will not include every possible type of project, but rather major categories of spending.

Step 4: Preliminary TIRZ Tax Revenue Forecast

Using the findings of Steps 2 and 3, TXP will forecast annual property and sales tax revenues generated within the TIRZ(s) for 20 to 30 years. TXP will develop two or three scenarios that represent the range of likely outcomes. The majority of TXP work effort will be spent building and refining the tax revenue forecast model.

TXP will review the findings of Step 4 with the Client and other stakeholders as part of [Trip #3](#).

Step 5: Determine if TIRZ is Feasible

Based on Steps 1 to 4, TXP will assist the Client in determining if the TIRZ is feasible. TXP will provide unbiased advice as to whether or not a TIRZ, the projected developments, and infrastructure can be advanced with a TIRZ.

Part 2: Manor Industrial TIRZ Implementation

Assuming the Client decides the TIRZ is feasible, TXP will complete the following steps:

Step 6: Assist Client in Developing a Preliminary Reinvestment Zone Financing Plan

As required by state law, TXP will assist the Client in developing a preliminary reinvestment zone financing plan. This plan will be shared with other taxing entities as part of the notice of intent to create a TIRZ.

Step 7: Attend TIRZ Public Hearing

As required by state law, the City must hold a public hearing on the creation of the zone and its benefits to the municipality and to property in the proposed zone. TXP will attend this meeting as part of Trip #4. As part of this trip, TXP can meet with other community stakeholders.

Step 8: TIRZ Final Project and Financing Plan

A challenge facing the majority of TIRZs that are not limited to a large site controlled by single owner is the difficult balance between investing in general infrastructure enhancements, versus focusing on a few catalytic projects that have the ability to fundamentally transform the area. Infrastructure enhancements such as road and utility upgrades can oftentimes consume the entire TIRZ budget, but might not be sufficient to grow the tax base over the long-term. High-profile catalytic projects (private or public sector) can take longer to develop, are subject to external economic forces, and might require the TIRZ to frontload spending that limits other projects. The financing plan created by TXP will include an annual budget (costs and revenues) based on projected tax revenue, infrastructure needs, and a realistic timeline that phases in infrastructure spending over the duration of the TIRZ. In addition, the financing plan will highlight other funding and governance challenges facing the TIRZ that could have a material impact on funding the plan.

Step 9: Final Plan Presentations and Product

The TXP project team will present the findings to the Client during Trip #5. TXP will provide the final report in Word document form as well as GIS mapping files. Once the work is completed, effective communication of the findings and recommendations is the bridge to actual implementation.

Part 3: Administration Services and Annual Reports

TXP provides these services to clients billed at an hourly rate. The services TXP provides vary based on what current and past clients have needed.

Typical Project Timeline

TXP believes it will take 45 to 60 days to complete each phase of a typical TIRZ project. The total project timeline is 3 to 4 months. This would include several trips or site visits as outlined in the proposed scope of work. State law dictates the public hearing schedule and notice requirements.

Professional Fee & Payment Schedule

The fixed professional fee for a **single Industrial TIRZ** would be **\$26,500**. This fee includes all “normal” costs of doing business (ex. phone and routine copying costs).

Step	Cost
Part 1: Manor Industrial TIRZ Feasibility Analysis	\$12,500
Part 2: Manor Industrial TIRZ Implementation	\$14,000
Part 3: Administration Services and Annual Reports	Hourly @ \$275
Total	\$26,500

TAX INCREMENT FINANCING IN TEXAS: AN ADVOCATE'S TOOLBOX



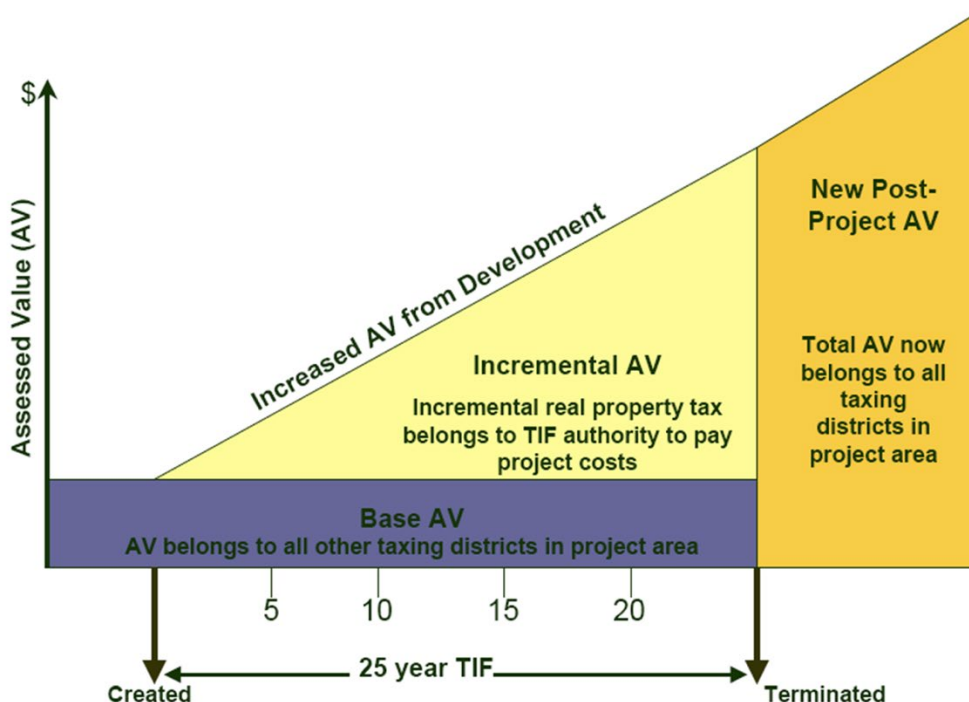
By: Bria Guthridge and Professor Heather K. Way
The University of Texas School of Law
May 2019

 **The University of Texas at Austin**
**Entrepreneurship and Community
Development Clinic**
School of Law

What is Tax Increment Financing?

- Tax Increment Financing (TIF) is an economic development tool that allows cities and counties to capture tax revenue from Tax Increment Reinvestment Zones (TIRZs).
- When a TIRZ is formed, the amount of existing tax collections originating from inside the zone's boundary is set as the baseline. As tax revenues increase in future years, the amount that exceeds the baseline is redirected out of the city's general fund (which funds things like parks, public safety, and sidewalks across the city) into the TIF fund for the zone.
- The TIF fund can be used for:
 - Project costs that benefit the zone (costs of public works, public improvements, programs, and other projects benefiting the zone); and
 - Certain costs can be outside the zone: public infrastructure, affordable housing, and areas of public assembly.
- A large amount of property tax revenues in several Texas cities get diverted to TIF funds. The City of Dallas, for example, had 18 active total TIF districts as of 2017, with combined project budgets of more than \$2.9 billion. In FY 2018, the city redirected \$53.4 million out of the city's general revenue fund towards its TIRZs.

Tax Increment Financing – How It Works



Credit: Ketchum Urban Renewal Society

Tax Increment Financing in Texas: Tax Code Section 311

Creation of a TIRZ

- There are two ways to create a TIRZ in Texas:
 - Citizen-led petition by owners of properties constituting at least 50% of the zone's appraised value, OR
 - City or county governing body adopts. § 311.005
- Before a TIRZ is created, there must be a:
 - preliminary financing plan, AND
 - public hearing. § 311.003
- Petition-created TIFs are usually brought forward by a developer, with a pre-designated project plan in mind.



Houston Street TIF, city-created, San Antonio



TIRZ No. 3, petition-created, Farmer's Branch

Criteria for a TIRZ

- To create a TIRZ, the city or county must determine that investment in the area “would not occur solely through private investment in the reasonably foreseeable future.” § 311.003(a)
- The land in a TIRZ must also “substantially arrest or impair the sound growth of the municipality or county designating the zone” as result of several factors listed in the statute, such as deteriorating buildings or faulty street layout. These are known as the “blight” criteria. § 311.005
 - Given the subjective nature of the “blight” criteria, these factors are relatively easy to meet. One example of a “blighted” area is the North Fort Worth Cabela’s development, where the blight criteria was a stream on the property.
- For petition-TIRZs (initiated by property owners), no blight criteria apply. § 311.005(a)(4)

Preliminary Financing and Project Plans

- Before a TIRZ is created, the city council or commissioner’s court must prepare and approve a preliminary reinvestment zone financing plan. § 311.003(b).
- The financing plan is often created or shaped by a developer or petitioner for the TIRZ.

**Schedule 1:
Forecast Flow of Real Property Tax from Plano TIF Zone 3
For Cotton Belt Transit Improvements**

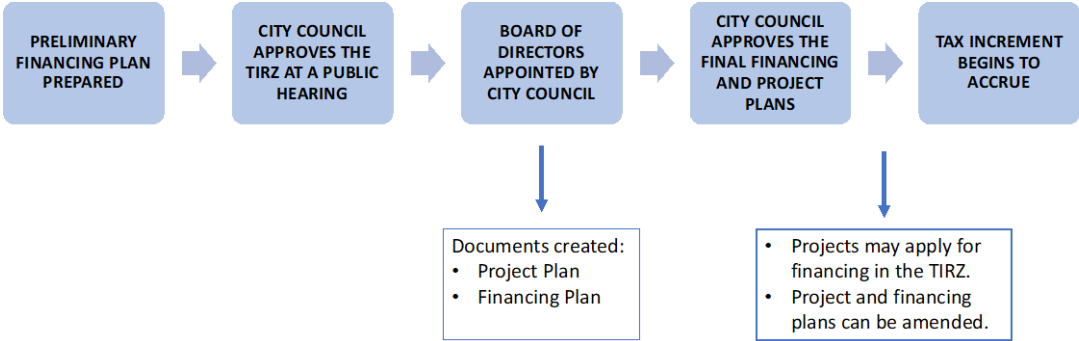
Notes:
 This schedule forecasts real property values and tax in Plano TIF Zone 3, drawn to include properties approximately 1/2 mile from two new stations on the Cotton Belt line, but excluding properties in existing TIF Zone 2.
 2018 taxed value is an estimate reflecting the initial certified appraisal roll for 2018, reduced by values of totally exempt properties, 10% annual caps on assessment increases for homestead properties, and reductions due to agricultural valuation, tax abatements and regular homestead exemptions. 2018 taxed value will be slightly reduced by exemptions for over-65, disability and veteran exemptions and tax freezes.
 As tax abatements expire, the 2018 value of an expiring abatement plus an assumed value increase since 2018 has been added to the prior year's estimated total taxed value. Average annual value adjustments are long-term estimates that may vary significantly from year to year.
 The tax rate is assumed constant. Actual rates will be set annually.
 The cumulative value of the total Plano grant to DART for the Cotton Belt project (grants from TIF Zones 2 and 3) is limited to \$12.3 million. If payments from the TIF zones would exceed a cumulative \$12.3 million, funds will be drawn first from TIF Zone 3 to the extent required before drawing funds from TIF Zone 2.

(a) Year	(b) 2018 Jan. 1.	(c) 2019 Jan. 1.	(d) Total Taxed Value, if Average Annual Increases \$0.4603 per \$100	(e) Total Annual City Real Property Tax, if \$0.4603 per \$100	(f) Captured Appraised Value (Taxed Value Less 2018 Taxed Value)	(g) City Real Property Tax on Captured Appraised Value	(h) % of Tax on Captured Appraised Value to TIF Zone 3	(i) Cash to TIF Zone 3 Fund	(j) Annual Cumulative
Base	2018	2019	\$595,060,253	\$2,739,062	\$0	\$0	0%	\$0	\$0
1	2019	2020	\$609,936,759	\$2,807,539	\$14,876,506	\$68,477	50%	\$34,238	\$34,238
2	2020	2021	\$625,185,178	\$2,877,727	\$30,124,925	\$138,665	50%	\$69,333	\$103,571
3	2021	2022	\$640,814,808	\$2,949,671	\$45,754,555	\$210,608	50%	\$105,304	\$208,875
4	2022	2023	\$656,835,178	\$3,023,412	\$61,774,925	\$284,350	50%	\$142,175	\$351,050
5	2023	2024	\$673,256,057	\$3,098,998	\$78,195,804	\$359,935	50%	\$179,968	\$531,018
6	2024	2025	\$690,087,459	\$3,176,173	\$95,027,206	\$437,410	50%	\$218,705	\$749,723
7	2025	2026	\$707,339,645	\$3,255,884	\$112,279,392	\$516,822	50%	\$258,411	\$1,008,134
8	2026	2027	\$725,023,136	\$3,337,281	\$129,962,883	\$598,219	50%	\$299,110	\$1,307,243
9	2027	2028	\$743,148,715	\$3,420,714	\$148,088,462	\$681,651	50%	\$340,826	\$1,648,069
10	2028	2029	\$761,727,433	\$3,506,231	\$166,667,180	\$767,169	50%	\$383,585	\$2,031,653
11	2029	2030	\$780,770,619	\$3,593,887	\$185,710,366	\$854,625	50%	\$427,412	\$2,459,066
12	2030	2031	\$800,289,684	\$3,683,734	\$205,229,631	\$944,672	50%	\$472,336	\$2,931,402
13	2031	2032	\$820,297,131	\$3,775,828	\$225,236,878	\$1,036,765	50%	\$518,383	\$3,449,784
14	2032	2033	\$840,804,559	\$3,870,223	\$245,744,306	\$1,131,161	50%	\$565,581	\$4,015,365
15	2033	2034	\$861,824,673	\$3,966,979	\$266,764,420	\$1,227,917	50%	\$613,958	\$4,629,323
16	2034	2035	\$883,370,290	\$4,066,153	\$288,310,037	\$1,327,091	50%	\$663,546	\$5,292,869
17	2035	2036	\$905,454,547	\$4,167,807	\$310,394,294	\$1,428,745	50%	\$714,372	\$6,007,241
18	2036	2037	\$928,090,911	\$4,272,002	\$333,030,658	\$1,532,940	50%	\$766,470	\$6,773,711

Public Hearing

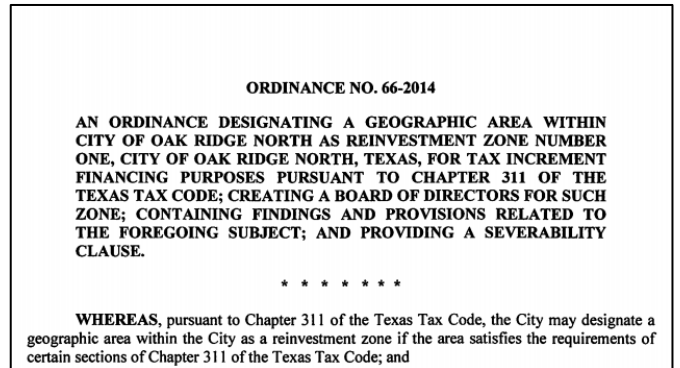
- Before adopting a TIRZ, the governing body of the city or county must hold a public hearing on the proposed zone and publish a hearing notice at least a week before the hearing. Public hearings are typically regularly-scheduled city council or commissioner’s court meetings. § 311.003(c)
- At the hearing, an interested person may speak for or against the creation of the zone, the zone’s boundaries, or the concept of tax increment financing. § 311.003(c)
- The owner of property must be given a reasonable opportunity to protest the inclusion of the property in a proposed TIRZ. § 311.003(d)
- Notices of these hearings are posted online:
 - Dallas: <https://dallascityhall.com/government/citysecretary/Pages/Public-Meetings.aspx>
 - Fort Worth: http://apps.fortworthtexas.gov/council_packet/create_council_agenda.asp
 - Houston: <https://www.houstontx.gov/council/committees/econdev.html>
 - San Antonio: <https://sanantonio.legistar.com/Calendar.aspx>

TIF Creation Timeline



Ordinance Creating the Zone

- A city will create a zone through an ordinance while a county will issue an order. § 311.003(a)
- The ordinance or order must contain:
 - The boundaries of the zone,
 - The initial board of directors,
 - A termination date for TIRZ, and
 - How the zone meets the criteria for creating a TIRZ. § 311.004



Board of Directors

- The board of directors of a TIRZ generally consists of at least 5 and not more than 15 members.
- Petition TIRZs have a board of directors with 9 members.
- The board consists of:
 - A chairperson, appointed by the city or county,
 - Appointed members from each taxing unit participating in the TIRZ, and
 - The state senator and state representative in whose district the TIF is located. Either may designate another individual to serve in the member's place.
- **The remaining members of the board are appointed by the governing body of the city or county that created the zone.** § 311.009(a)
- All members must be at least 18, and
 - In a petition-created TIRZ, own real property in the zone or be an employee of someone who owns real property in the zone.
 - In a city- or county-created TIRZ, reside in the county where the TIRZ is located (or the adjacent county) or own property in the zone. § 311.009(e)
- When a board member leaves, the taxing unit who appointed that board member appoint another representative from the taxing unit. § 311.009(d)

Final Project and Financing Plans

- The board of directors of the TIRZ must adopt a project plan and final reinvestment zone financing plan for the TIRZ, and submit the plans for approval by the governing body of the city or county that created the TIRZ.
- The final financing plan must include a number of items, including:
 - A detailed list describing the estimated project costs of the zone, including administrative expenses;
 - A statement listing the proposed kind, number, and location of all public improvements to be financed by the zone;
 - An economic feasibility study;
 - The estimated time when related costs are to be incurred;
 - A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay for the costs; and
 - The estimated amount of bond indebtedness. § 311.011(c)
- The final project plan must include:
 - A map showing existing uses and proposed uses of property in the zone;
 - Any proposed changes to zoning ordinances, the city’s master plan, building codes, or other ordinances;
 - A list of estimated nonproject costs, and
 - **Statement of a method of relocating persons to be displaced, if any, as a result of the project.** § 311.011(b)

Fort Worth Avenue TIF District Project Plan Budget (NPV, 2008 dollars)	
Category	TIF Budget*
Public infrastructure improvements: paving, streetscape, water/wastewater, storm sewer, utility burial/relocation, and land acquisition	\$37,259,794
Affordable housing	\$5,000,000
Environmental remediation & demolition	\$6,000,000
Parks, open space, trails, and gateways	\$6,000,000
Façade restoration	\$3,000,000
Economic development grants	\$10,000,000
Administration and implementation	\$2,200,000
Total project costs	\$69,459,794
<small>* As approved in the Final Project Plan and Reinvestment Zone Financing Plan.</small>	

Funds and Financing

- The board of directors or governing body of the city or county can enter into agreements utilizing TIF funds for **any project costs that the board or governing body “considers necessary or convenient” to implement the project plan and financing plan.** § 311.010(b)
- TIF funds may be used to pay for certain projects outside the zone, including:
 - Public infrastructure,
 - Affordable housing, and
 - Areas of public assembly. § 311.010(b)
- After the city has met all obligations and paid all project costs, any leftover TIF money will be given back to the city and respective taxing units. § 311.014(d)
- TIF funds may be transferred to an adjacent zone if:
 - The same taxing units participate in each of the two zones and contribute the same portion of tax increment to each zone,
 - Each of the taxing units agrees to the transfer; and
 - The holders of any tax increment bonds or notes agree to the transfer. § 311.004(f)
- In Houston’s petition TIRZs, the financing plan must stipulate that at least one-third of the tax increment be used for affordable housing. § 311.011(f)
- The city may utilize bonds or pay as you go financing to fund the project. Some cities, such as San Antonio, prefer pay as you go financing.¹

Disadvantaged Businesses

- **Disadvantaged businesses in a petition-created TIRZ should receive preference when the board procures supplies, materials, services, and equipment.** § 311.0101
- The board of a petition-created TRIZ must implement:
 - A program targeted to disadvantaged businesses to inform them of the zone’s procurement process and opportunities to participate,
 - Steps that are necessary to ensure that all disadvantaged businesses are made fully aware of opportunities in the zone. § 311.0101(b).
- The board must also:

¹ “Pay as you go” financing and reimbursing front-end public redevelopment costs with tax increment revenues are preferable to bond financing and are to be considered and used when appropriate (San Antonio TIF Policy) <https://www.sanantonio.gov/Portals/0/Files/NHSD/TIF/ProgramPolicy.pdf>

- Require contractors to make a “specific showing of how they intend to maximize participation by disadvantaged businesses as subcontractors.” The board must evaluate these actions when selecting prime contractors.
- Identify disadvantaged businesses in the county that provide or have the potential to provide supplies, materials, services, and equipment to the zone; and identify their barriers to participation.
- Prepare an annual report listing all contracts by number and dollar amount awarded to disadvantaged businesses, and then all contracts awarded. § 311.0101. **Many TIRZs across Texas appear to be falling short of this goal.**
- Cities may require disadvantaged businesses to certify themselves as a minority or women owned business enterprise (M/WBE), a small business enterprise (SBE), or disadvantaged business enterprise (DBE).
- Fort Worth, Dallas, Houston, and San Antonio all have their own DBE policies and certification parameters.

Vickery Meadow TIF District M/WBE Participation			
Project	Contractor	Total Contract Award Amount	Percentage Minority Participation
Park Lane (Public Work – goal 25%)	Varies	\$13,624,760	37.85% (\$5,156,683)
Park Lane (Private Shell – goal 5%)	Varies	195,538,520	9.67% (\$18,911,015)
Total		\$209,163,280	11.51% (\$24,067,698)

Source: Vickery Meadow TIRZ Annual Report

Opportunities for Advocacy

1. Oversee and Provide Input on Project and Financing Plans for the TIRZ

- The city council must hold a public hearing on the following:
 - Creating the TIRZ,
 - Approving the final financing and project plan, and
 - Amendments to the plans.
- When a TIRZ’s project and financing plans are put forward for adoption or amendments, there are a number of areas for potential advocacy, including:

- o Equity considerations: Who is benefitting from these TIF investments? How will disadvantaged workers and small businesses benefit?
- o Affordable housing
 - Will there be any affordable housing? What percentage of units will be affordable and at what MFI levels? Will they be accessible to families with children and current residents of the zone?
 - Will the property be required to accept tenants with vouchers?
 - Will the property provide for enhanced tenant rights (such as a right to cure, prohibition against nonrenewal of leases without cause, etc.)
- o Workers' rights such as fair wages and safety protections.
- o Local businesses support, such as inclusion of affordable commercial space for local businesses.
- o MWBE contracts
 - All petition-created TIRZs are required to serve disadvantaged businesses. § 311.0101.
- o Displacement
 - All TIRZ Project Plans must include a notice if any displacement is going to occur as a result of the TIRZ, along with a plan to relocate displaced persons. § 311.011(b)(4). Most project plans say no displacement will occur, but this may not always be accurate.

2. Get on the TIRZ Board

- Most of a TIRZ's board members are appointed by the governing body of the city or county that created the zone. § 311.009(a)
 - o In Houston, the mayor and city council appoint the city's members to the TIRZ boards, which are called Redevelopment Authorities. [Apply here.](#)
 - o In Fort Worth, the city's members are chosen by the city council after nomination from the mayor or recommendation from the Economic Development Department. The Department recommends board members chosen by outside organizations and community stakeholders involved in the particular area being served by the TIF. [Apply here.](#)
 - o In San Antonio, the city council appoints the city's representatives. [Apply here.](#)
 - o Dallas appears to follow a similar process. [Apply here.](#)

- The board of directors for the City of Austin’s TIRZs currently consists of all the city councilmembers, along with one representative from each participating taxing jurisdiction. There are no public representatives designated by the city.

3. **Oversee and Police On-Going Expenditures of TIRZ funds**

- TIRZs are subject to the Texas open meeting and records laws.
- Each TIRZ must produce an annual report, which is available for public review and must be presented to each taxing entity in the zone. The annual reports for Dallas’s TIRZs are available on the city’s [website](#). Annual reports often lack detail needed to scrutinize expenditures. It may be necessary to file public information requests with the TIRZ to get more information.
- In reviewing the annual reports, look for:
 - Conflicts of interest (Someone on the board is awarded a project in the district, for example)
 - Unreasonable expenditures
 - Conflicts between the annual report and project and finance plans.
 - [San Antonio](#) and [Dallas](#) list all finance and project plans for TIRZs on their websites.
 - Monitor any affordable housing and disadvantaged business requirements.
 - Dallas audit found noncompliance with TIF policy’s affordable housing requirements.
 - HUD Letter of Finding of discrimination against City of Dallas concerning TIFs: HUD rec: TIF properties must accept voucher holders in at least 25% of units
 - Houston Chronicle coverage on Houston’s mismanagement of its 30% affordable housing set aside.
- Attend public meetings and hearings for the TIRZ. The TIRZ board must meet at least once a year and is subject to Texas open meetings laws.
 - Some board meetings operate like a public hearing, with portions of time reserved for public comment. Check the meeting agenda for this information.
 - The meeting times must be posted for the public but may be difficult to find online. TIRZs go by different names in cities such as “Redevelopment Authorities.” Links for the largest Texas cities are provided below:
 - Dallas: <https://dallascityhall.com/government/citysecretary/Pages/Public-Meetings.aspx>

- Fort Worth: http://apps.fortworthtexas.gov/council_packet/create_council_agenda.asp
- Houston: <https://www.houstontx.gov/council/committees/econdev.html>
- San Antonio: <https://sanantonio.legistar.com/Calendar.aspx>

4. Shape Local TIF Policy

- Most cities have a policy that governs the expenditure of TIF funds in the city. This policy could address a number of important social justice considerations. For example, a TIF policy could address:
 - Affordable housing requirements. Address income targeting, length of affordability terms, family units.
 - Requirements to not discriminate against voucher holders and a ban on minimum income policies.
 - Enhanced tenant protections. See Austin policy.
 - Worker protections.
- Portland, Oregon has a policy to set aside a minimum 30% of TIF funds for the development, preservation, and rehabilitation of housing serving families below 100% AMI. In the policy's first five years, more than \$152 million of TIF funds were invested in affordable housing. The policy was created in response to advocacy by local housing advocacy organizations. Advocates in the neighborhoods of N/NE Portland also successfully advocated in getting the city to redirect \$100 million in TIF funding for the area towards addressing displacement and affordable housing.
- A number of Texas cities have policies regarding the use of TIF funds for funding or incentivizing affordable housing but the policies could be strengthened through advocacy.
 - **San Antonio:** The City “**may** require” that up to 20% of the proposed housing units in a TIRZ be affordable in accordance with city guidelines (affordable = serving households making a maximum of 60% AMI).
 - Advocacy opportunity: Make AH mandatory versus optional. Ensure voucher holders are serviced.
 - **Houston:** 30% of TIF funds in each petition TIRZ must be used for affordable housing (required by Section 311 of the Tax Code; only applies to Houston; no definition of “affordable”).
 - Advocacy opportunity: Define affordable housing and create program guidelines. Monitor implementation.

- **Fort Worth:** Any residential projects receiving TIF support must set aside a minimum 20% of the units as affordable housing (10% of units at or below 80% AMI, and 10% of units at or below 60% AMI).
 - Advocacy opportunity: Strengthen the affordability terms. Ensure families with children are being served, along with voucher holders.
- **Dallas:** At least 20% of all housing receiving TIF funding must be affordable to households earning no more than 80% of the Dallas AMI. “Affordable” rents out of reach for most low-income renters (80% Dallas AMI = \$50,000 income for 2-person households; \$1,250 for one-bedroom apartment).
 - Advocacy opportunity: Deeper and longer affordability; units for families with children.

5. Advocate for new TIRZs to Advance 100% Social Equity Goals

- Up to 100% of TIRZ funding can be dedicated towards affordable housing and other equitable development goals.
- Community groups that own a significant amount of land can also formally petition to create a TIRZ covering that land to support affordable housing development. For example, the Alamo Community Group Community Group successfully petitioned the City of San Antonio to create a TIRZ on the west side of San Antonio to fund public improvements for a new 60-unit single family subdivision of affordable homes.

6. Challenge Systemic Inequities with TIRZ Funding

- Policy advocacy can highlight systematic racial and ethnic disparities in expenditures on infrastructure across the city, and through coalition building and community education can lead to local reforms.
- Litigation is another strategy. In April 2019, the Grassroots Collaborative filed a civil rights [lawsuit](#) against City of Chicago in April 2019 alleging that the City’s use of TIF funding has a disparate impact on persons of color . ddisparate impact claim brought under Illinois Civil Rights Act.

Case Studies

1. Fort Worth: Downtown TIRZ

- Created In 1995.
- Over \$73 million in public improvements over the TIRZ’s lifetime.

- The city has primarily financed infrastructure improvements through the TIRZ. This includes leasing out privately-owned parking garages to provide free public parking and streetscape improvements.
- Investments include historic preservation (Ashton Hotel), \$1 million to construct a new STEM school, and affordable housing (Hunter Plaza).
 - The TIF project plan was amended in 2012 to fund Hunter Plaza, a mixed-income project of the Fort Worth Housing Authority.
- Examples of where the TIF money is going:
 - \$1 million in incentives for the restoration and reopening of Fort Worth’s Heritage Park.
 - AC Marriott Hotel: \$4.1 million in TIRZ dollars, with \$3.1 million going to the electrical system for the building.
 - 25-story Frost Tower: \$4.8 million in TIRZ dollars for electrical system and infrastructure work.
 - \$1.5 million in 2018 to subsidize downtown parking. \$38 million in parking lease subsidies since 1995.

2. Dallas: Vickery Meadow TIRZ

- Created in 1992
 - Two separate areas: Five Points and Park Lane
 - Park Lane has transformed into The Shops at Park Lane, with an assessed value of almost \$300 million and \$30 million TIRZ participation.
- Changes from the original project plan:
 - Geographic area amended to include 5.7 new acres of land from the Northwest Highway area.
- Overall amount spent so far:
 - \$33 million on one project, the Shops at Park Lane. 548 market apartments + retail and office space. No affordable units.
 - TIF funds used for “Environmental remediation, interior/exterior demolition, street/utility improvements & relocation, streetscape improvements, land acquisition, enhanced pedestrian area design & acquisition, engineering & design.”
 - \$445,000 towards transit initiative.
- No inclusion of affordable housing in the project plan.

- The TIRZ annual reports for Dallas do not go into substantial detail regarding expenses. Half Price Books, a multi-phase plan to redevelop the former Parker Plaza site, was completed in 2015, yet no TIRZ funds have been allocated to this project yet. Every annual report since 2014 say the Half Price Books project has a “TBD” investment.

3. Dallas: Cedars TIRZ

- Created in 1992.
- Slow to take off.
- \$6.3 in TIRZ projects + \$1.9 million tax abatements.
- Projects include:
 - 144 Belleview Apartment: Low Income Housing Tax Credit apartments. Received \$1.6 million in TIF funds for infrastructure.
 - Southside Flats. \$1.9 million tax abatement for market-rate apartments.
 - Lorenzo Hotel: \$2.3 million; with 237 hotel rooms, 1,800 sf retail.
- Changes from the original project and financing plan:
 - City Council approved up to \$207,830 in additional TIF funding to the “Southside Pedestrian Improvement Project.” The funds were utilized in conjunction with private and federal funding for sidewalk and streetscape improvements on South Lamar Street and along Belleview Street from the Convention Center to the Cedars DART station.
- Future plans include revitalization of Dallas Heritage Village and the Ambassador Hotel.

4. San Antonio: Houston Street TIRZ

- Created in 1999. Termination extended to 2034.
- Total TIRZ revenues (1999-2034): \$145 million.
- Projects include:
 - San Pedro Creek redevelopment
 - Alameda Theater Revitalization Project
- Examples of where the TIRZ money is going:
 - \$15 million to San Antonio Police Department for an increased police presence in the San Pedro Creek project.
 - \$9.2 million to the Alameda Theater for renovation, including 1000-seat capacity tiered seating and a thrust stage.
 - \$15,000 for new gas lights on the Maverick Distillery Building facing Peacock Alley

- Maverick Apartments: Conversion of affordable federally-subsidized apartments to luxury housing. \$416k tax abatement from TIRZ along with additional tax abatements. TIRZ plan said “no displacement.”
- Frost Bank Tower: \$3 million for public infrastructure
- \$15k for new gas lights on the Maverick Distillery Building.
- Walgreens/Stuart and Kress building renovations.
- \$6.3 million in parking subsidies for two corporations.
- Potential \$2m in tax abatements for USAA parking lot expansion and improvements to One Riverwalk Plaza.

5. San Antonio: Midtown TIRZ

- Created in 2008.
- Overall TIRZ funds: \$106 million.
- Focused on providing tax breaks (reimbursements) to new market developments
 - \$8.6 million tax abatement and rebate for 10-story office tower for bank (1803 Broadway)
 - \$3.9 million in tax abatement and reimbursement for Brewery South; 223-unit market-rate apartment complex
 - \$3.1 million for 120 9th Street Apartments (rents: \$1,300 to \$5,000 a month)
 - \$3.3 million tax reimbursement for the Cellars apartments (rents: \$2000 to \$14,000 a month)
 - \$2.7 million debt repayment for the Brackenridge Garage
 - \$3.3 million tax reimbursement for the Alamo Manhattan luxury apartments
 - No mention of affordable housing in project plan.
- One affordable housing development: Museum Reach Lofts. 94-unit new Federal Low Income Housing Tax Credit apartment complex. Received \$2.8 million in TIRZ funds.
 - 42 units will be offered to households at 60 percent AMI (rents between \$624-794), 35 units at 50 percent AMI (\$513-\$651), and nine units at 30 percent AMI (\$290-\$365). The other eight units will be market-rate.

6. San Antonio: Tarasco Gardens TRIZ

- Petition-created TIRZ proposed by Alamo Community Group.
- Alamo Community Group bought the land through financing, then petitioned for a TIRZ to build an affordable housing community.

- TIRZ funding \$1.3 million in infrastructure for the affordable development.
- Projected to build 60 affordable single-family homes for purchase.
 - Half of the homes will be available for buyers who make 80 percent of AMI, the other half for those at 120 percent.
 - This project aims to fill the void in housing available for families at 80 percent of AMI (\$50,800).

STATE OF TEXAS)
)
COUNTY OF TRAVIS) SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into this ____ day of _____, 2024 (the, "Effective Date") for Tax Increment Reinvestment Zone Feasibility & Consulting Services: Manor Industrial TIRZ #2 by and between the City of Manor, Texas, a Texas municipal corporation (the, "City"), and TXP, Inc., a Texas corporation (the, "Contractor").

WHEREAS, the City would like to contract with the Contractor for services subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as **Exhibit A** ("the Services"). Should any term or condition contained in the document attached hereto as **Exhibit A** conflict the terms and conditions contained in this Agreement, the terms and conditions of this Agreement supersede and control over those in the document attached hereto as **Exhibit A**. It is agreed and understood that the City is a political subdivision of the State of Texas and bound to certain statutory requirements when contracting for goods and services.

2. Commencement. Contractor shall begin Services on upon receipt of this fully executed Agreement.

3. Term. This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date and **December 31, 2024**. Either Party may extend the Initial Term for an additional period of one year by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term. Any warranty period or work indicated in the proposal survive the term of this Agreement.

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as **Exhibit A**, provided that the total amount for services under this Agreement shall not exceed **\$26,500**. The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice.

5. WARRANTY AND DEGREE OF CARE. CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES,

CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

6. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

7. Insurance. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

9. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.

13. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

14. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Manor, Texas
Attention: City Manager
105 E. Eggleston St.
Manor, TX 78653

With a copy to:
The Knight Law Firm
223 E. Anderson Ln.
Austin, TX 78752

In case of Contractor, to:
TXP, Inc.
1310 South 1st Street, Ste. 105
Austin, TX 78704

15. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

16. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

17. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

18. Entity Status. Contractor certifies TXP, Inc. is a Texas Corporation duly authorized to transact and do business in the State of Texas, and the individual executing this agreement on behalf of the Contractor is vested with the authority to bind the Consultant to this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Consultant and their respective successors, executors, administrators, and assigns. Neither the City nor Consultant may assign, sublet, or transfer his interest in or obligations under this Agreement without prior written consent of the other party hereto.

21. Statutory Verifications.

To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Contractor represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Contractor represents that the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

The Contractor hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).

The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a

firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals:

CONTRACTOR:

By: _____
Name: _____
Title: _____

THE CITY OF MANOR, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
City Secretary

EXHIBIT LIST:
EXHIBIT "A" – QUOTE

**EXHIBIT A
SEE ATTACHED**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 17, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement.

BACKGROUND/SUMMARY:

This 5th Amendment to the Manor Crossing Development Agreement covers lighting of the shared access drives, light trespass between commercial properties, timing of concrete pours, and the use of astroturf.

Section 2(a) of the agreement permits the light trespass, or the amount of light from one property onto another, to go up to 3 foot candles. The limit is without the amendment is 0.3 footcandles.

Section 2(b) allows the shared access drives to be illuminated with a target average of 1-1.5 foot candles. The way the lots were laid out, the shared access drives are along the property boundaries, so by code if they were illuminated that would be considered light trespass as the light from within the property would need to exceed the property's boundary to illuminate the drive aisle. The developer wanted to provide for illumination of the drive aisles, but without the need to replat the properties, so by permitting the lots adjacent to the drive aisles to illuminate them to 1-1.5 footcandles, the drive aisles are able to be illuminated sufficiently.

Further, Section 2(c) assigns which lots are responsible for which portions of the drive aisle to illuminate so the illumination is consistent through the shopping center.

Section 2(d) states the drive aisle illumination does not count towards a lot's on-site illumination, such as the lighting for their parking lots or sidewalks.

Section 2(e) sets the standard for how the lighting of the drive aisles is achieved to also maintain consistency throughout the development.

Section 3 allows overnight concrete pours which by code is prohibited. This exception was requested due to the heat and the need to perform the large slab concrete pours when the temperature is lower.

Section 4 permits artificial turf but states that it cannot be used in lieu of required landscaped areas. The public amenity space between two of the shopping center buildings is proposed to have artificial turf along with other amenities like seating, landscaping, and public art. Artificial turf is prohibited within our landscaping code.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Agreement

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
(Butler/East Hwy 290 & 13100 N. FM 973)

This FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Fifth Amendment"), is entered into as of the ____ day of _____, 2024 (the "Fifth Amendment Effective Date"), by and between **13100 FM 973, INC.**, a Texas corporation ("FM973"), **H-E-B, LP**, a Texas limited partnership, **DOS AMIGOS MANOR, LLC**, a Texas limited liability company, **BOGATA PARTNERS, LTD.**, a Texas limited partnership, **10600 APPLIANCES, LLC**, a Texas limited partnership, **MANOR RESTAURANT INVESTORS, LTD.**, a Texas limited partnership, **UNIVERSITY FEDERAL CREDIT UNION**, a federal credit union, **MANOR AND HWY 290 PROPERTY, LLC**, a Delaware limited liability company, **MC RETAIL LP**, a Texas limited partnership, **SPARTA PROPERTIES 9 LTD**, a Texas limited partnership, **HALLE PROPERTIES, L.L.C.**, an Arizona limited liability company, and **HOME DEPOT U.S.A., INC.**, a Delaware corporation (collectively, the "Additional Landowners"), **GCP XXXI, LTD.**, a Texas limited partnership and **GCP XXXII, LTD.**, a Texas limited partnership (together, "GenCap"). and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). FM973 and the Additional Landowners shall collectively be referred to herein as the "Owner". The City, Owner, and GenCap are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

RECITALS

A. WHEREAS, the City, Butler Family Partnership, a Texas limited partnership ("Butler") and FM973 entered into that certain Development Agreement dated June 15, 2022 and, that certain First Amendment to Development Agreement dated April 19, 2023, relating to the development and improvement of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-use project, as more particularly described therein.

B. WHEREAS, the City, Butler, Gencap and FM973 entered into that certain Second Amendment to Development Agreement dated June 7, 2023.

C. WHEREAS, the City and FM973 entered into that certain Third Amendment to Development Agreement dated December 20, 2023, and that certain Fourth Amendment to Development Agreement dated February 21, 2024 (the Development Agreement, as amended as described herein is hereinafter referred to as the "Agreement").

D. WHEREAS, Section 7.6(b) of the Agreement provides that to the extent a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then the Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

E. WHEREAS, Owner is the owner in fee simple of all of the Property, save and except Parcel A, which is owned by Gencap (the “Shopping Center”).

F. WHEREAS, pursuant to the rights set forth in Section 7.6(b) of the Agreement, the Parties now desire to amend certain provisions of the Agreement with respect to (i) the entire Shopping Center and (ii) the Property as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Fifth Amendment to the same extent as if set forth herein in full.

2. Lighting. Notwithstanding Section 15.05.008(c) and (j) of the Code of Ordinances, the following shall apply to Lots 2A, 2B, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in the Shopping Center (collectively, the “Shopping Center Lots”):

(a) Light trespass, up to 3 foot candle, shall be allowed at any shared property line(s) between the Shopping Center Lots within and adjacent to the Access Drives shown on Exhibit D, and at the shared property line between Lot 2A and 2B. Combined light trespass from Lots 2A and 2B shall not exceed 3 foot candles.

(b) Internal drives labeled as Access Drive A, B, C, D, E and F (collectively, the “Access Drives”) on Exhibit D attached hereto and made a part hereof, shall have a target average illumination of 1.0-1.5 foot candles average.

(c) Access Drives shall be illuminated by the various lots adjacent to the Access Drives, as shown on Exhibit D in compliance with the standards of this Amendment.

(d) Lighting of the Access Drives shall be excluded from the lumen acre calculation of any Lot and shall not count toward allowable lighting of the Lot.

(e) For the purpose of cohesive lighting of the Access Drives, pole lighting shall be as follows:

- Luminaire mounting height on Lots 2A and 2B on the west side of Access Drive E and north of Access Drive B shall be 40’ above finished grade.
- Luminaire mounting heights on and between Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall be 30’ above finished grade.
- Luminaires for the Access Drives shall meet the following criteria:
 - (i) Luminaire Performance Requirements (Based on IES TM-30);
 - (ii) $4,000 \leq$ Correlated Color Temperature $< 4,500$; and
 - (iii) Color Fidelity ($R_f \geq 70$).

3. Concrete Pouring. While the Property is being developed, concrete pouring may occur on the Property between the hours of midnight and 7 a.m. every day, in addition to the hours

allowed by Article 8.04 of the Code of Ordinances.

4. Artificial Turf. The use of artificial turf is allowed but may not be used in place of the minimum required landscape.

5. Miscellaneous.

(a) Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Fifth Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Fifth Amendment conflicts or is inconsistent with the Agreement, the provisions of this Fifth Amendment shall control.

(b) This Fifth Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing by each Party hereto; and (iv) embodies the entire Fifth Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) This Fifth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

6. No Waiver. Neither the City's, nor Owner's, nor GenCap's execution of this Fifth Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

7. Governing Law. This Fifth Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

8. Signatory Warranty. The signatories to this Fifth Amendment warrant that each has the authority to enter into this Fifth Amendment on behalf of the organization for which such signatory has executed this Fifth Amendment.

9. Interpretation. This Fifth Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Fifth Amendment.

10. Entire Agreement. This Fifth Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Fifth Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this

Fifth Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

11. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Fifth Amendment.

12. Severability. If any provision of this Fifth Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Fifth Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Fifth Amendment.

13. Anti-Boycott Verification. To the extent this Fifth Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner and GenCap represent that neither Owner, GenCap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner or GenCap (i) boycotts Israel, or (ii) will boycott Israel through the term of this Fifth Amendment. The terms “boycotts Israel” or “boycott Israel” as used in this paragraph shall have the meanings ascribed to the “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

14. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Fifth Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable law, Owner and GenCap represent that neither Owner, GenCap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner or GenCap is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

15. Anti-Boycott Verification – Energy Companies. Owner and GenCap hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Fifth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal or state law; or (B) does business with a company described in the preceding statement in (A).

16. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. Owner and GenCap hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Fifth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, firearm accessories; or (b) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

[signature pages to follow]

EXECUTED in multiple originals, and in full force and effect as of the Fifth Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

Lluvia Almarez, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Dr. Christopher Harvey, Mayor of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires: _____

[NOTARIAL SEAL]

[signature pages continue]

OWNER:

13100 FM 973, INC.,
a Texas corporation

By: _____
Edward S. Butler, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Edward S. Butler, the President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires: _____

[NOTARIAL SEAL]

[signature pages continue]

DOS AMIGOS MANOR, LLC, a Texas limited liability company

By: _____
John C. Lewis, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by John C. Lewis, the Manager of DOS AMIGOS MANOR, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

BOGATA PARTNERS, LTD., a Texas limited partnership
By: RUFUS, L.C., a Texas limited liability company,
General Partner

By: _____
John C. Lewis, Manager

10600 APPLIANCES, LLC,
a Texas limited liability company

By: _____
Jimmy Nassour, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by _____, the manager of RUFUS, L.C., a Texas limited liability company, general
partner to BOGATA PARTNERS, LTD., a Texas limited partnership, on behalf of said entities.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by Jimmy Nassour, the manager of 10600 APPLIANCES, LLC, a Texas limited liability
company, on behalf of said limited liability company.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

Manor Restaurant Investors, Ltd., a Texas limited partnership

By: CNB 1065, LLC, a Texas limited liability company, General Partner

By: _____
Buck Cody, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Buck Cody, the Manager of CNB 1065, LLC, a Texas limited liability company, general partner of Manor Restaurant Investors, Ltd., a Texas limited partnership, on behalf of said entities.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

UNIVERSITY FEDERAL CREDIT UNION,
a federal credit union

By: _____
Chris J. Turnley
Executive Vice President-Member
Experience

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024,
by Chris J. Turnley, the Executive Vice President of UNIVERSITY FEDERAL CREDIT
UNION, a federal credit union, on behalf of said federal credit union.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

MANOR AND HWY 290 PROPERTY, LLC, a Delaware limited liability company

By: SS TX Properties, LLC, a Delaware limited liability company, its Member

By: SS TX Holdings, LLC, a Delaware limited liability company, its Member

By: _____
Barry M. Barron, Sr., President

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Barry M. Barron, Sr., the President of SS TX Holdings, LLC, a Delaware limited liability company, member of SS TX Properties, LLC, a Delaware limited liability company, member of MANOR AND HWY 290 PROPERTY, LLC, a Delaware limited liability company, on behalf of said entities.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

MC RETAIL LP,
a Texas limited partnership

By: MC Retail GP LLC,
a Texas limited liability company,
General Partner

By: _____
Clay Pickering, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by Clay Pickering, the Manager of MC Retail GP LLC, a Texas limited liability company, General
Partner of MC RETAIL LP, a Texas limited partnership, on behalf of said entities.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

Sparta Properties 9 LTD, a Texas limited partnership

By: Sparta Properties 9 GP LLC, a Texas limited liability company, its General Partner

By: _____
Judith Crane, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Judith Crane, Manager of Sparta Properties 9 GP LLC, a Texas limited liability company, general partner to Sparta Properties 9 LTD, a Texas limited partnership, on behalf of said entities.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

Halle Properties, L.L.C., an Arizona limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____ of Halle Properties, L.L.C., an Arizona limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

HOME DEPOT U.S.A., INC., a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, the _____ of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

[SEAL]

My Commission Expires: _____

[signature pages continue]

GENCAP:

GCP XXXI, LTD., a Texas limited partnership

By: GCP XXXI GP, LLC
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of GCP XXXI GP, LLC, general partner of GCP XXXI, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public, State of Texas

GCP XXXII, LTD., a Texas limited partnership

By: GCP XXXII GP, LLC
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

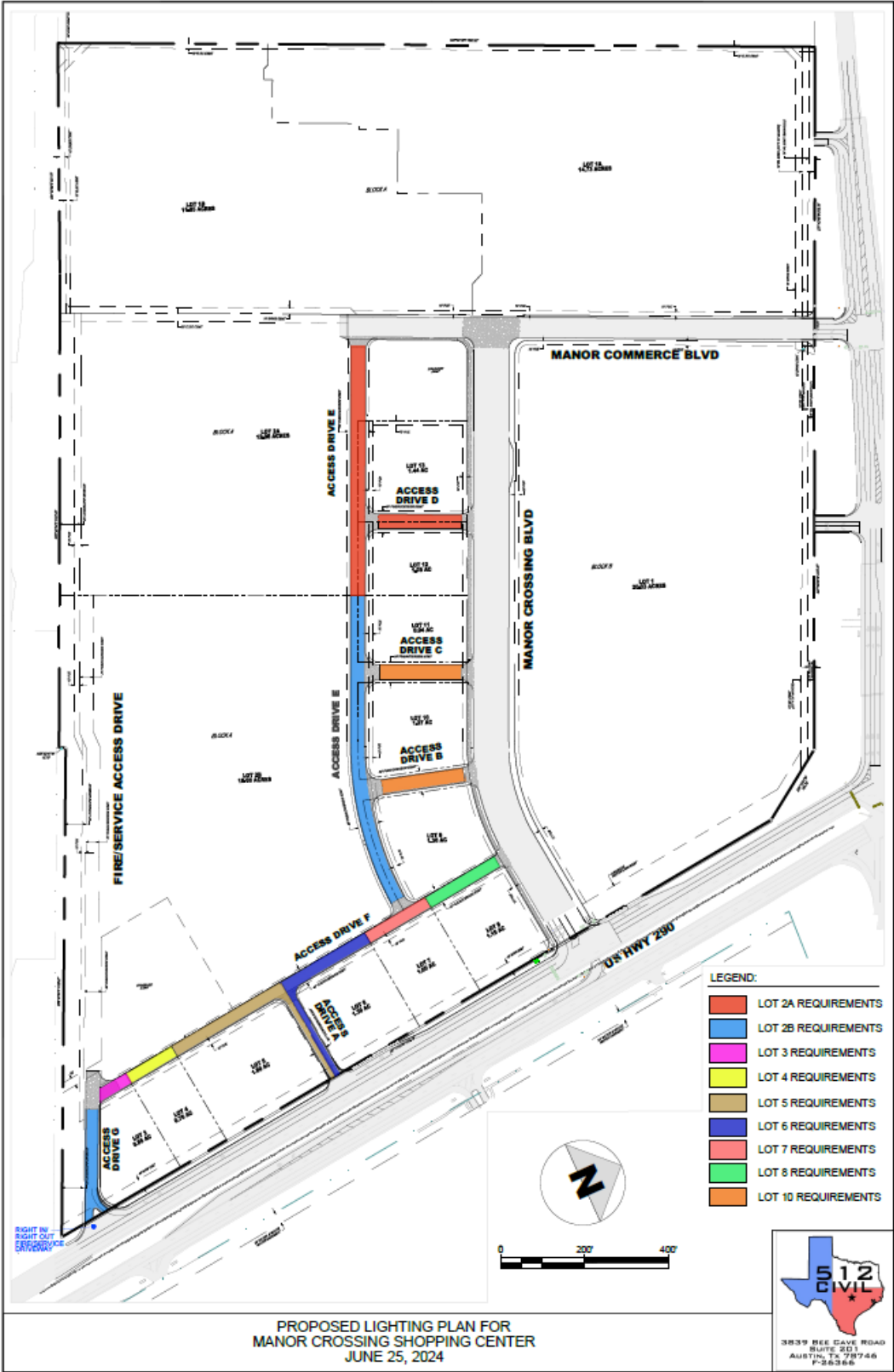
COUNTY OF _____ §

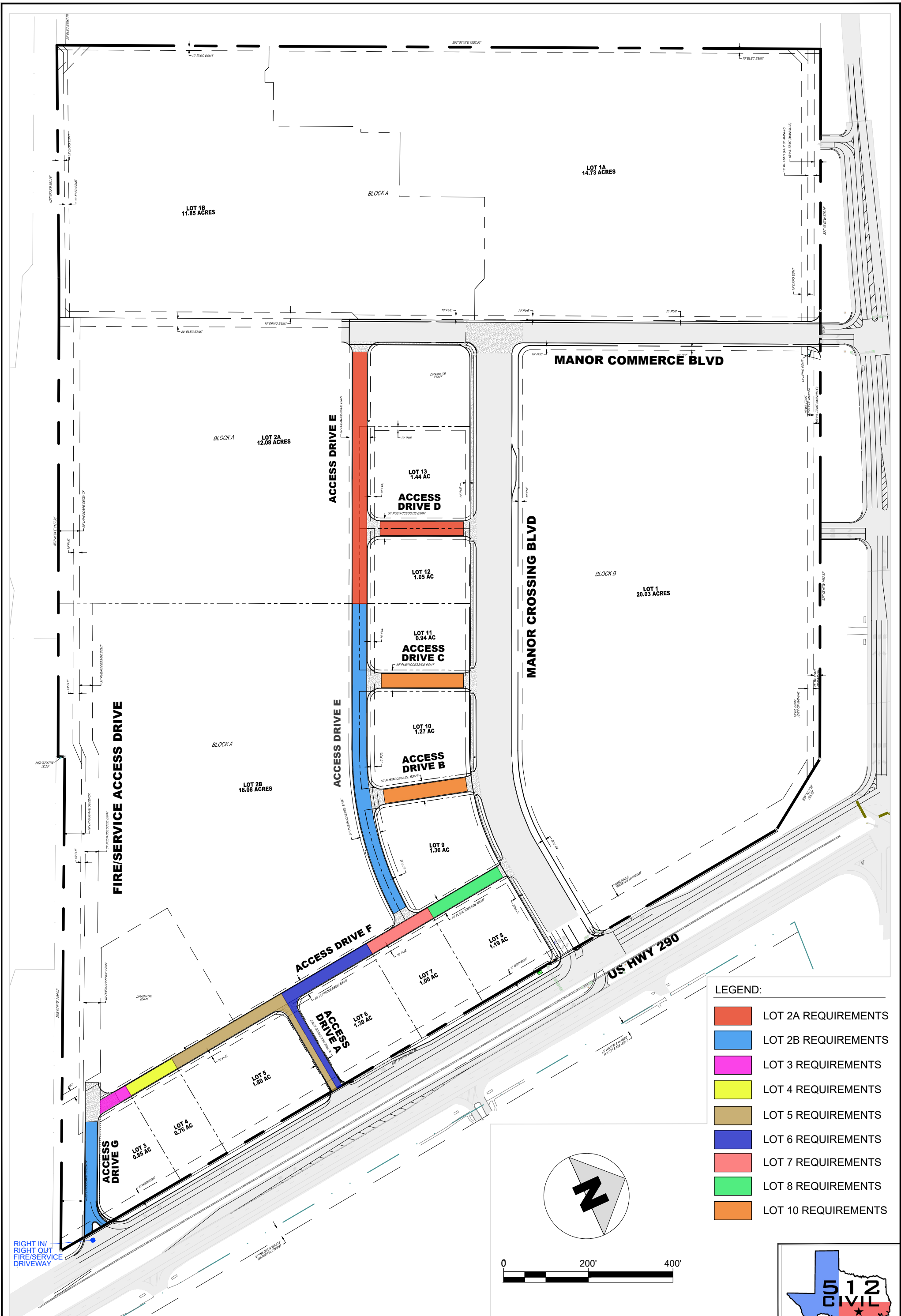
This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of GCP XXXII GP, LLC, general partner of GCP XXXII, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

Notary Public, State of Texas

Exhibit D
Access Drives

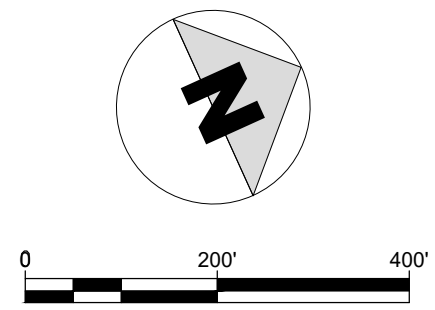




PROPOSED LIGHTING PLAN FOR
MANOR CROSSING SHOPPING CENTER
JUNE 25, 2024

LEGEND:

	LOT 2A REQUIREMENTS
	LOT 2B REQUIREMENTS
	LOT 3 REQUIREMENTS
	LOT 4 REQUIREMENTS
	LOT 5 REQUIREMENTS
	LOT 6 REQUIREMENTS
	LOT 7 REQUIREMENTS
	LOT 8 REQUIREMENTS
	LOT 10 REQUIREMENTS



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Water Service Transfer Agreement with Manville Water Supply Corporation for the Proposed Water Service Transfer for the Manor Heights Project.

BACKGROUND/SUMMARY:

This Water Service Transfer Agreement with Manville releases approximately 71.567 acres (known as the Nagle Lots 1 and 3) from Manville’s CCN to the City’s CCN so that the city can provide water to these lots which are a part of the Manor Heights residential project. The owner is Forestar and they requested the release from Manville. The Water Service Transfer Agreement once executed will be submitted to the Public Utility Commission for approval and once approval is provided by the PUC, the City will be able to provide water to these tracts. Forestar’s predecessor had previously provided release from Manville’s CCN of approximately 538 acres which the City and PUC approved and the city is now the water provider. The Water Service Transfer Agreement has been executed by Manville and is provided to the City Council for consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Water Service Transfer Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the Water Service Transfer Agreement with Manville Water Supply Corporation for the Proposed Water Service Transfer for the Manor Heights Project.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

WATER SERVICE TRANSFER AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This WATER SERVICE AREA TRANSFER AGREEMENT (this "*Agreement*") is entered into by and between **Manville Water Supply Corporation**, a Texas nonprofit water supply corporation ("*Manville* ") and the **City of Manor**, a Texas home rule municipality operating a retail public water utility (the "*City*"). Manville and the City are each referred to herein as a "*Party*" and are collectively referred to herein as the "*Parties*."

Recitals

WHEREAS, Manville is the holder of Certificate of Convenience and Necessity No. 11144 (the "*Manville CCN*"), the boundaries of which are within Travis, Bastrop, Williamson, and Lee Counties, Texas;

WHEREAS, the City is the holder of water CCN No. 10947, the boundaries of which are primarily within Travis County, Texas (the "*City CCN*");

WHEREAS, Texas Water Code ("*TWC*") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "*PUC*") after public notice and hearing;

WHEREAS, the Manville CCN and the City CCN boundaries are adjacent to each other in certain locations;

WHEREAS, OWNER Forestar (USA) Real Estate Group, Inc. ("*Owner*" or "*Forestar*") owns two tracts of land totaling 71.567 acres located in the Manville CCN, which are more particularly described and depicted in **Exhibit "A"** attached hereto (the "*Transfer Tracts*");

WHEREAS, Owner has requested, and Manville has agreed, to authorize the transfer of the Transfer Tracts from the Manville CCN to the Manor CCN; and

WHEREAS, the Parties desire to transfer the retail water certification for the Transfer Tracts from the Manville CCN to the City CCN in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.

2. **Transfer.** Manville transfers to the City, and the City accepts from Manville, the portion of Manville's water CCN No. 11144 that overlaps with the Transfer Tracts, and the Parties hereby agree to the modifications of the boundaries of their water CCNs accordingly.

3. **PUC Application.** The Parties agree to cooperate and collaborate in all actions necessary to prepare, file, and advance the application at the PUC necessary to approve the transfer of these water CCN tracts. The Parties agree that Owner will take primary responsibility for drafting, filing, and advancing that application, in collaboration with Manville and the City.

4. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application to transfer the portions of the Manville CCN that overlap the Transfer Tract to the City, Manville shall have no further obligation to provide retail water service to the Transfer Tracts. If the PUC does not agree to allow the transfer of the water CCN area corresponding with the Transfer Tracts, the Parties may continue to discuss how best to achieve the purpose of this Agreement.

5. **City Service.** Retail water service by the City to the Transfer Tracts will be governed by the City's established service policies.

6. **Term.** This Agreement will terminate on the date that the PUC's decision regarding this transfer is final and non-appealable.

7. **Effective Date.** The Effective Date shall be the date on which the last party signs the Agreement.

8. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

9. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

10. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manville:
Manville Water Supply Corporation
Attn: General Manager
PO Box 248
Coupland, TX 78615
(512) 856-2488

If to the City:
 City of Manor
 Attn: City Manager
 105 E. Eggleston Street
 Manor, Texas, 78653
 Telephone: (512) 972-0117

With a copy of all notices to:

Owner:

Forestar (USA) Real Estate Group Inc.
 Attn: Carrie Cappel and Will Genrich
 2221 E. Lamar Blvd., Suite 790
 Arlington, Texas 76006
 Email: carriecappel@forestar.com and
 willgenrich@forestar.com

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

11. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. **Venue.** Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.

13. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

14. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

15. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

16. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

MANVILLE WATER SUPPLY CORPORATION

By: 

Name: Eric Prinz

Time: 11:58 A.M.

Date: 05-14-2024

CITY OF MANOR

By: _____

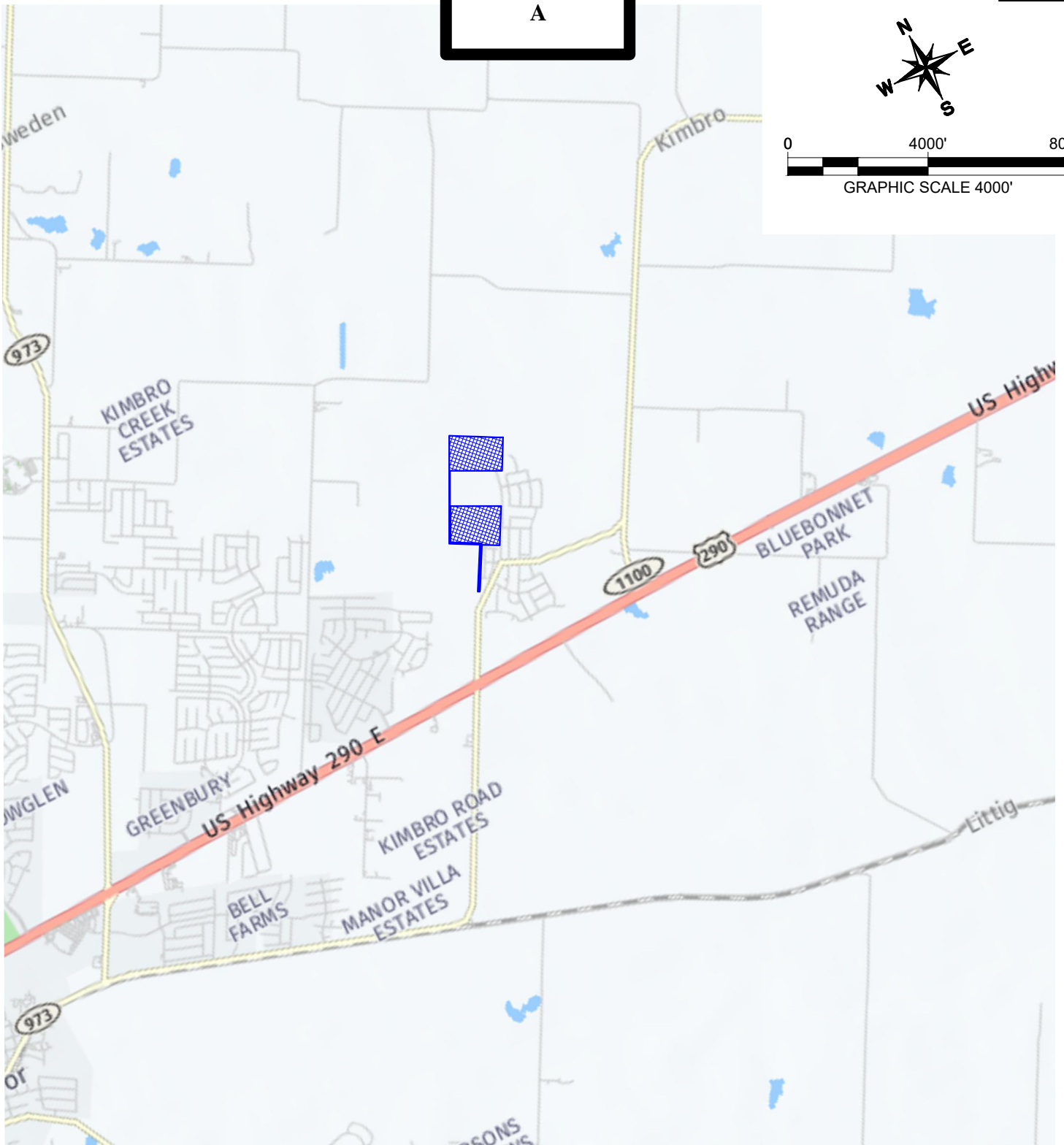
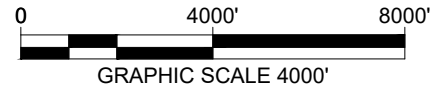
Name: _____

Time: _____

Date: _____

**Exhibit
A**

Item 17.



LEGEND



TRACT OF
LAND

CITY OF MANOR,
TRAVIS COUNTY, TEXAS
DATE CREATED: 1/16/2024

GENERAL MAP -
FORESTAR (USA) REAL ESTATE GROUP, INC. TO
AMEND MANVILLE WSC (CCN NO. 11144) BY
STREAMLINED EXPEDITED RELEASE IN
TRAVIS COUNTY

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1501 S. AUSTIN AVE., SUITE 1310, GEORGETOWN, TX 7
PHONE: 512-550-0758 FAX: 512-418-174
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-922

419

Plotted By: Barry, Kirby. Date: January 16, 2024. 09:56:37am. File Path: K:\AUS_GWA\082625700_Sky Village South\Map\Exhibits\20231221_PUC-Exhibit.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plat Document # _____

Plat

Plat Records Index Sheet:

Subdivision Name: J.F. Nagle Estates

Owner's Name: GR Investments, Michael C. Rife

Resubdivision? (yes or no) No

Additional Restrictions or Comments:
1999058185

Return: COA
Hector Avila
P O Box 1088
Austin, Tx. 78767

Plat File Stamp

FILED AND RECORDED

Dana DeBeauvoir

06-30-1999 09:48 AM 199900207
GUERRAY \$56.00
Dana DeBeauvoir, COUNTY CLERK
TRAVIS COUNTY, TEXAS

ARTHUR WITTIG
10.00 ACRES
VOL.8350, PG.126
TCRPR

LIMUEL HUNTER
10.00 ACRES
VOL.8428, PG.58
TCRPR

DENNIS D. SCHAFER
10.00 ACRES
VOL.8564, PG.473
TCRPR

VETERANS LAND BOARD
10.00 ACRES
VOL.8429, PG.965
TCRPR

SHEILA F. HOOTEN
114.836 ACRES
VOL.12273, PG.338
TCRPR

JOHN W. NAGLES &
DORTHY N. PARK
100 ACRES
VOL.277, PG.430
TCRPR

JOHN SABOL AND SPOUSE,
PRISCILLA BOHOT
126.528 ACRES
VOL.13246, PG.2462
TCRPR

JOHN F. NAGLE
VOL.180, PG.240
TCRPR

JOHN T. STOKES & WIFE
JANET S. CRAIG STOKES
31.492 ACRES
VOL.12093, PG.142

ROYCE L. ABRAHAMSON
96.75 ACRES
VOL.9478, PG.871
TCRPR

ROYCE L. ABRAHAMSON
10.00 ACRES
VOL.8952, PG.924

LOT 3
36.099 ACRES

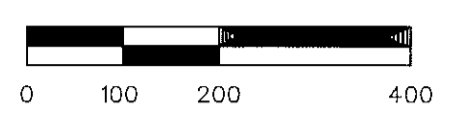
LOT 2
35.607 ACRES

LOT 1
35.468 ACRES

LEMUEL KIMBRO SURVEY NO. 64

A.C. CALDWELL SURVEY NO. 52

OLD KIMBRO ROAD
C1
C2
5/8" (60.00' R.D.W.)

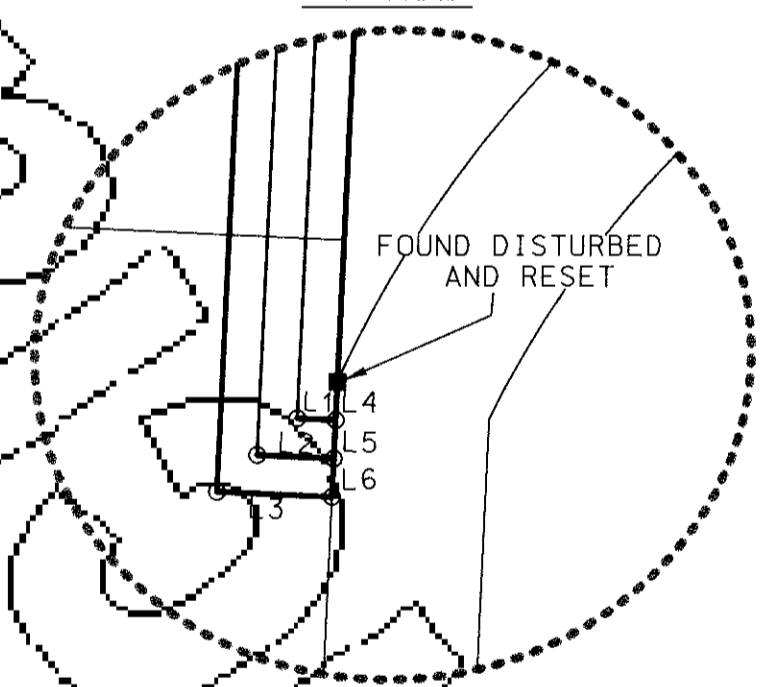


LEGEND

- = 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- ▲ = METAL FENCE POST FOUND
- = 5/8" IRON ROD IN CONCRETE FOUND
- = 5/8" IRON ROD SET
- TCRPR = TRAVIS COUNTY REAL PROPERTY RECORDS
- ORTC = OFFICIAL RECORDS TRAVIS COUNTY

LINE	DIRECTION	DISTANCE
L1	N59°29'29"W	20.00
L2	N59°29'29"W	40.00
L3	N59°29'29"W	60.00
L4	S30°30'31"W	20.00
L5	S30°30'31"W	20.00
L6	S30°30'31"W	20.00
L7	S06°47'52"W	77.88

DETAIL



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	391.55	36°35'22"	613.14	N70°41'37"E	384.93
C2	176.00	07°10'01"	1407.07	S87°16'08"E	175.89

RAMSEY LAND SURVEYING, LLC.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
r1survey@flash.net

J.F. NAGLE ESTATES

FINAL PLAT

DRAWN BY	EHH/CAR
CHECKED	BR
DATE	02-12-1999
PROJECT NO	075-04
DRAWING NO	075-01
SHEET NO.	1 OF 2
FILENAME	075\GRIFFFP1.DWG

199900207

6/30/99 \$5600

1999002061

GENERAL NOTES:

- 1. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 2. RESTRICTIVE COVENANTS ARE RECORDED IN DOCUMENT NO. 199058185 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- 3. DRIVEWAY ACCESS TO AND FROM OLD KIMBRO ROAD IS RESTRICTED TO THE JOINT USE DRIVEWAY AS SHOWN. SEE DOCUMENT NO. 199058184 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY HEALTH DEPARTMENT NOTES

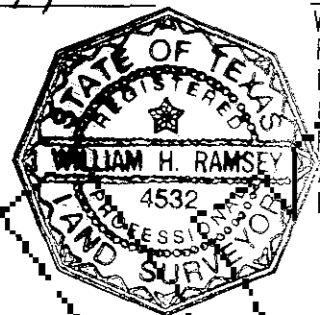
- 1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE AUSTIN-TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT.
- 2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM WITH ADEQUATE QUANTITY FOR FAMILY USE AND OPERATION OF AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM.
- 3. NO WATER WELL MAY BE INSTALLED WITHIN 150 FEET OF AN ON-SITE WASTEWATER DISPOSAL SYSTEM NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A WATER WELL.
- 4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE AUSTIN-TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT.
- 5. ALL DEVELOPMENT ON LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF CHAPTER 48 OF THE TRAVIS COUNTY POLICY, PROCEDURE AND REGULATIONS MANUAL.
- 6. THE ON-SITE SEWAGE FACILITIES SERVING THE LOTS IN THIS SUBDIVISION MUST BE PROFESSIONALLY DESIGNED.
- 7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE AUSTIN-TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT AND/OR THE LOT OWNERS.

Gwen Meighan, R.S. 6-11-99
 GWEN MEIGHAN, R.S. DATE
 TRAVIS COUNTY HEALTH DEPT.

NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48453C0030 E, EFFECTIVE JUNE 16, 1993.

I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED AS INDICATED HEREON.

6-11-99 William H. Ramsey
 DATE
 WILLIAM H. RAMSEY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
 RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398 FAX (512) 301-9395



STATE OF TEXAS *
 COUNTY OF TRAVIS * KNOW ALL MEN BY THESE PRESENTS *

THAT GR INVESTMENTS, A TEXAS GENERAL PARTNERSHIP, BY AND THROUGH MICHAEL C. RIFE, MANAGING PARTNER, BEING THE OWNER OF THAT CERTAIN 107.174 ACRES OF LAND SITUATED IN THE LEMUEL KIMBRO SURVEY NO. 64, AND THE A.C. CALDWELL SURVEY NO. 52 TRAVIS COUNTY, TEXAS BEING ALL OF THAT CERTAIN 105.327 ACRE TRACT OF LAND CONVEYED TO GR INVESTMENTS BY DEED RECORDED IN VOLUME 13311, PAGE 2849 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, AND THAT CERTAIN 1.847 ACRE TRACT OF LAND CONVEYED TO GR INVESTMENTS BY DEED RECORDED IN VOLUME 13316, PAGE 1691 OF THE SAID REAL PROPERTY RECORDS, DO HEREBY SUBDIVIDE SAID 107.174 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT TO BE KNOWN AS "J.F. NAGLE ESTATES" AND DO HEREBY DEDICATE ALL STREETS AND EASEMENTS AS SHOWN HEREON SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

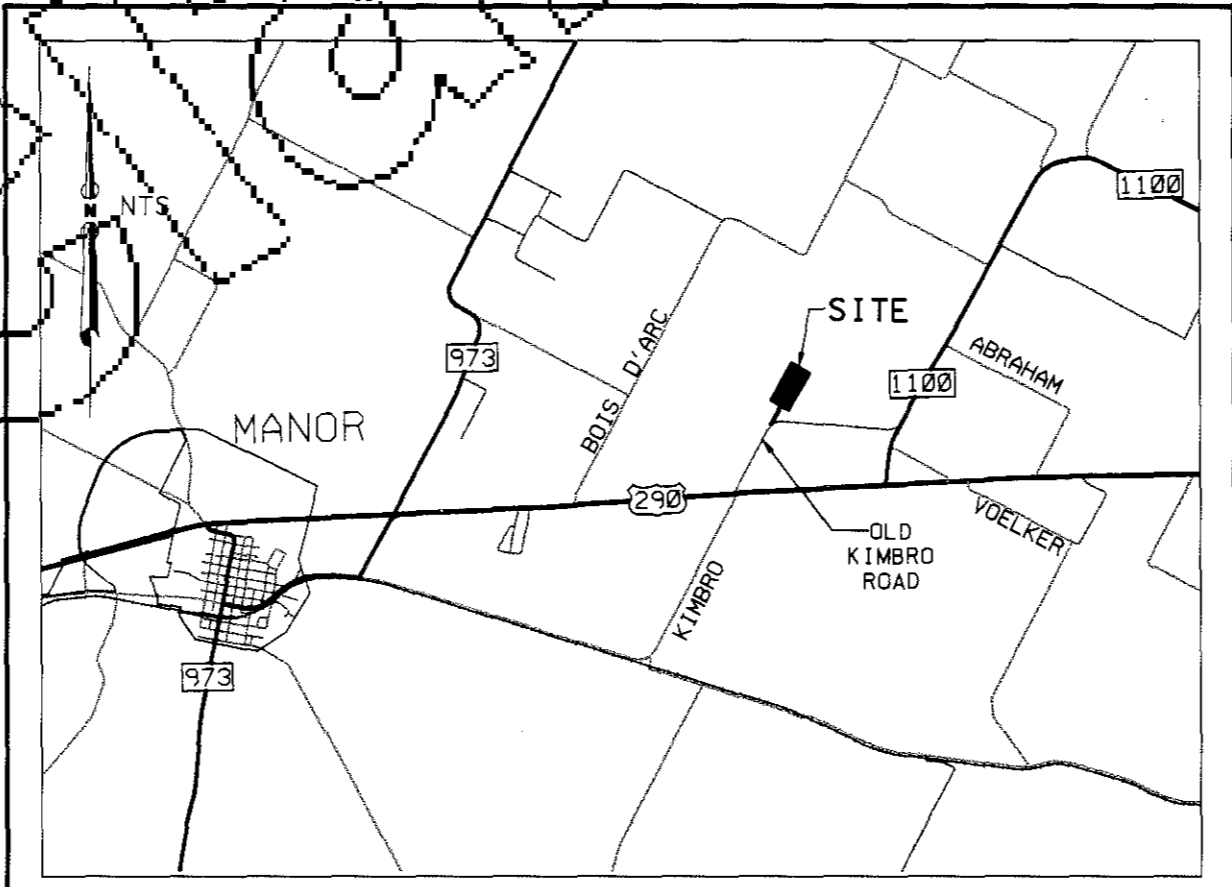
IN WITNESS WHEREOF, GR INVESTMENTS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 17th DAY OF JUNE 1999.

GR INVESTMENTS
 P.O. BOX 27252
 AUSTIN, TEXAS 78755-8957
 PHONE (512) 345-8957
Michael C. Rife
 MICHAEL C. RIFE, MANAGING PARTNER

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHAEL C. RIFE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AS MANAGING PARTNER OF GR INVESTMENTS, A TEXAS GENERAL PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT OF SAID PARTNERSHIP FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL, THIS THE 17th DAY OF JUNE 1999.

Charles Rothenbaugh
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 CHARLES ROTHENBAUGH (NAME)
 NOTARY PUBLIC
 State of Texas
 Com. Exp. 04-15-2000



VICINITY MAP

THIS SUBDIVISION LIES OUTSIDE THE CITY OF AUSTIN, E.T.C.

Alice Glasco 6-15-99
 TRACY WATSON ALICE GLASCO DATE
 DIRECTOR OF DEPARTMENT OF PLANNING AND DEVELOPMENT
 CITY OF AUSTIN
 DEPARTMENT OF PLANNING AND DEVELOPMENT INSPECTION DEPARTMENT

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, THAT THE ACCEPTANCE FOR MAINTAINING BY TRAVIS COUNTY, TEXAS OF THE ROADS OR STREETS IN REAL ESTATE SUBDIVISIONS DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET MARKING SIGNS, AS THIS IS CONSIDERED TO BE A PART OF THE DEVELOPERS' CONSTRUCTION, BUT THAT ERECTING SIGNS FOR TRAFFIC CONTROL, SUCH AS FOR SPEED LIMITS AND STOP AND YIELD SIGNS, SHALL REMAIN THE RESPONSIBILITY OF THE COUNTY.

STATE OF TEXAS
 COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 29th DAY OF JUNE, 1999 A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT IN BOOK 26-4 PAGE(S) 210.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 29th DAY OF JUNE, 1999, A.D.

DANA DEBEAUVOIR, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS.

Jackie Raney
 BY: DEPUTY
 J. Raney

STATE OF TEXAS
 COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 30th DAY OF JUNE, 1999 A.D. AT 9:48 O'CLOCK A.M., AND DULY RECORDED ON THE 30th DAY OF JUNE, 1999 A.D. AT 9:48 O'CLOCK A.M., IN THE OFFICIAL RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 199900207.
 WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 30th DAY OF JUNE, 1999 A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

Y. Guerra
 BY: DEPUTY
 Y. GUERRA

FILED FOR RECORD AT 9:48 O'CLOCK A.M., THIS THE 30th DAY OF JUNE, 1999 A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

Y. Guerra
 BY: DEPUTY
 Y. GUERRA

FILENAME	0751.GRIFFP.DGN
SHEET NO.	2 OF 2
DRAWING NO.	075-01
PROJECT NO.	075-04
DATE	02-12-1999
CHECKED	RHH/CAR
DRAWN BY	RR

J.F. NAGLE ESTATES
 FINAL PLAT

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 rlsurvey@flash.net

NO	REVISIONS	DRN	CHK	DATE

PHOTOGRAPHIC MYLAR

GF 170072507

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

GENERAL WARRANTY DEED

Date: March 31, 2017

Grantor: JIM JACK THOMPSON, JR , a single man

Grantor's Mailing Address: 1 Evergreen Drive, Round Rock, Williamson county, Texas 78664

Grantee: WILLIAM ROBIN LEAKE and wife, ERICA LEAKE

Grantee's Mailing Address: 7401 Nez Perce Trace, Manor, Travis County, Texas 78653

Consideration: TEN AND NO 100 DOLLARS (\$10 00) and other good and valuable consideration

Property (including any improvements):

TRACT I. LOT 1, J F NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

TRACT II NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBE DIN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

- 1 Standby fees, taxes, and assessments by any taxing authority for the year 2017 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership
- 2 All presently recorded and validly existing restrictions, reservations, covenants, easements, assessments, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property

- 3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 4 Homestead or community property or survivorship rights, if any, of any spouse of Grantee
- 5. Any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.
- 6 Any visible and apparent easement, either public or private, the existence of which is not disclosed by the public records, including but not limited to, roads or utilities in use on the Property.

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.



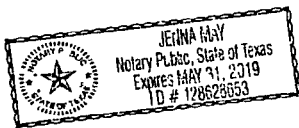
 JIM JACK THOMPSON, JR.


(Acknowledgment)

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 31, 2017, by JIM JACK THOMPSON, JR.





 Notary Public - State of Texas

GENERAL WARRANTY DEED -- PAGE 2

**After recording return to:
 Georgetown Title Co., Inc.
 1717 North Mays
 Round Rock Tx 78664
 512-255-5839**



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 04 2017 07:38 AM

425

FEE: \$ 34.00 2017052898

01/00120141/CS/RT

TRV 20010
3 pgs

Item 17.

WARRANTY DEED WITH VENDOR'S LIEN

3

DATE: January 02, 2001

GRANTOR (whether one or more): G. R. INVESTMENTS

GRANTOR'S MAILING ADDRESS (including county):
P. O. Box 27252
Austin, Texas 78755
Travis County

GRANTEE (whether one or more): WILLIAM R. LEAKE and ERICA S. LEAKE,
Married to Each Other

GRANTEE'S MAILING ADDRESS (including county):
4202 Dauphine Drive
Austin, Texas 78727
Travis County

CONSIDERATION:

TEN DOLLARS (\$10.00) and a note of even date that is in the principal amount of ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$113,400.00), and is executed by Grantee, payable to the order of BANK OF AMERICA, N.A. The note is secured by a vendor's lien retained in favor of BANK OF AMERICA, N.A. in this deed and by a deed of trust of even date from Grantee to PRLAP, INC., Trustee.

PROPERTY (including any improvements):

Lot 3, of J. F. NAGLE ESTATES, a subdivision in Travis County, Texas, according to the map or plat, of record in Document Number 199900207, of the Official Public Records of Travis County, Texas; TOGETHER WITH a 60' access easement as defined in Declaration of Access and Public Utility Easement of record in Document Number 1999058184, of the Official Public Records of Travis County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; ad valorem taxes for 2001; all presently recorded restrictions, reservations, covenants, conditions, and mineral severances, that affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and

hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the property to Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

BANK OF AMERICA, N.A., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of BANK OF AMERICA, N.A., and are transferred to that party without recourse on Grantor.

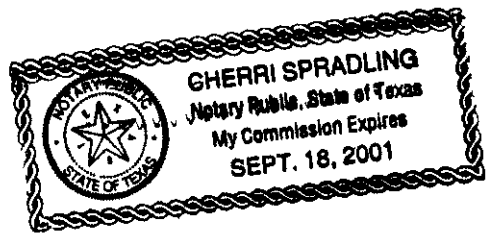
G. R. INVESTMENTS

By: *Curtis Griffin*
CURTIS GRIFFIN, General Partner

By: *Michael C. Rife*
MICHAEL C. RIFE, General Partner

STATE OF TEXAS)
COUNTY OF *Tarrant*)

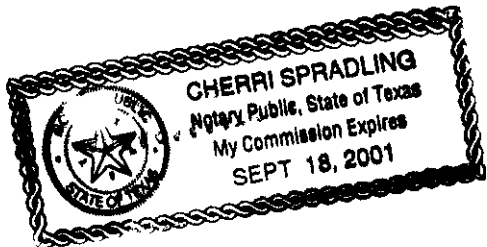
This instrument was acknowledged before me on this *22* day of January, 2001, by CURTIS GRIFFIN, General Partner of G. R. INVESTMENTS, a Texas general partnership, on behalf of said partnership.



Gherrri Spradling
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF *Travis*)

This instrument was acknowledged before me on this 22 day of January, 2001, by MICHAEL C. RIFE, General Partner of G. R. INVESTMENTS, a Texas general partnership, on behalf of said partnership.



Cherril Spradling

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:
POLICY DEPARTMENT
STEWART TITLE AUSTIN, INC.
100 Congress, Suite 200
Austin, Texas 78701
Attn: _____

PREPARED IN THE LAW OFFICE OF:
Clint Parsley
604 West 12th Street
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

01-26-2001 12 28 PM 2001013052
CORTEZR \$13 00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Moore, Director
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Financial Advisory Contract.

BACKGROUND/SUMMARY:

The City previously entered into a contract for financial advisory services with SAMCO Capital Markets, Inc. ("SAMCO") in 2006. SAMCO is requesting to update its service contract with the City and provided the attached contract with updated fees. The attached contract is provided for City Council consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Financial Advisory Contract
- 2006 Financial Advisory Contract

STAFF RECOMMENDATION:

The City Staff recommends approval of the Financial Advisory Contract with SAMCO Capital Markets, Inc. and authorizes the City Manager to execute the Contract.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

FINANCIAL ADVISORY CONTRACT

Date _____

TO: Mayor and Council Members
City of Manor
Travis County, Texas

Ladies and Gentlemen,

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts and for the purposes indicated as follows:

- a. Securities, including bonds and refunding bonds, to be issued in amounts to be determined and approved by the Council of the Issuer;
- b. and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for the City of Manor, Texas (hereinafter called "Issuer").

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity, we agree to perform the following duties and to perform such other duties, as, in our judgment, may be necessary or advisable:

- a. We will perform and prepare all information required for: (1) an open market bond sale [Negotiated; Competitive; & Private Placement]; (2) funding through the Texas Water Development Board; or (3) any other funding source necessary to provide funding for the Issuer's project.
- b. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and, where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.
- c. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities, which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.
- d. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set at a time which, in our opinion, will be favorable.

- e. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.
- f. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and other market documents, which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification, we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.
- g. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange for such personal presentation.
- h. If the securities are to be sold at public sale, we will disseminate information to prospective bidders, we will organize such information meetings as in our judgment may be necessary, and we will work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids and the furnishing of good faith checks where indicated, and, for the purpose of tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. We shall assist you in the preparation of verification of final closing figures, and, when requested, we will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements, on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain a recognized municipal bond attorney who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liaison with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities and construction of the project in question requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and, when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities, it is understood and agreed that our fee will be as follows:

\$25,000 for the first \$1,000,000
 \$5.00 per bond for the next \$4,000,000
 \$4.00 per bond for the next \$5,000,000
 \$2.00 per bond thereafter

Fees for the issuance of Public Improvement Bonds ("PID") will be 2% of the Par amount for each PID Bond.

If for any reason the project is approved by the TWDB or Other Funding Source but does not close or fund the City will agree to pay SAMCO for time spent on the project, at an hourly rate of \$250.00 per hour. The number of hours will be negotiated between the City Council and SAMCO (Chris Lane).

In consideration of the above fee we will assume and be responsible for the following expenses:

Travel and communication expenses of the Financial Advisor apart from travel expenses resulting from the presentation for bond rating and bond insurance and/or any other out of state travel on behalf of the issuer.

In addition to our fee, the Issuer will be responsible for the expenses set forth below. In some cases, we may incur these expenses on your behalf, and you agree to reimburse us for such expenses to be paid for through funding from the TWDB, Competitive, Negotiated, Private Placement or other lawful funding source through a bond sale.

All expenses of issuance will be paid by the Issuer and paid for through funding from the TWDB or other open market bond issuance. These issuance expenses include, but are not limited to, the cost of printing and mailing the Official Notice of Sale and the Official Statement, the travel expenses of the financial advisor, if any, incurred in presentation(s) before regulatory authorities, the national rating agencies, and/or credit enhancement companies, the fees of the national rating services pertaining to their assignment of credit rating(s) to the Issuer, credit enhancement fees, bond printing expenses, bond attorneys, security attorneys or other attorney fees, the cost of legal advertisement and the Municipal Advisory Council of Texas listing fee.

Our fee and reimbursable expenses shall become due and payable with the approval of funding.

5. If we are requested to perform additional financial advisory services for the Issuer other than in connection with the issuance and sale of the securities or funding through grants, such additional services will be billed at the rate of \$250.00 per hour. These additional services will only be provided when approved, in advance, by the Council.

If for any reason a bond project does not close or fund the City will agree to pay SAMCO for a certain amount of time spent on the project, at an hourly rate of \$250.00 per hour. The number of hours will be negotiated between the City Council and SAMCO (Chris Lane).

Such additional financial advisory services to be billed at the hourly rates described above include, but are not limited to, tax rate recommendations, compilation of financial information required by the Texas Commission on Environmental Quality, municipal bond rating companies or municipal bond insurance companies, review of audit reports and preparation of recommendations pertaining to financial condition of the Issuer, and time for meetings at which our presence is required by the Issuer. In addition, we will charge the Issuer for any out-of-pocket expenses incurred by us (such as travel, courier deliveries, photocopying and legal) in the performance of these services. We will invoice the Issuer on a monthly basis for these additional fees and expenses and, unless other arrangements are made, would expect that our statements be processed and paid within thirty days of receipt.

6. **Special Conditions:** In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:
 - a. This agreement may be terminated by us or the Issuer on thirty days written notice, and we would expect to be paid to the termination date; provided, however, that this agreement may not be terminated with regard to its application to any issue of bonds which we have been authorized to advertise for sale or application that has been submitted to the TWDB.
 - b. This agreement shall not be assignable, without the prior written consent of the City Council of the Issuer.

6. Special Conditions Continued:

- i. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- ii. To the extent the Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- iii. The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- iv. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- v. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

7. This proposal is submitted in duplicate originals. When accepted by the Issuer it will constitute the entire agreement between the Issuer and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the return of one executed copy to us:

Respectfully Submitted,
SAMCO Capital Markets, Inc.

By: _____
Title: Senior Managing Director

ACCEPTANCE

Accepted by the City of Manor, Texas on this ____ day of _____ 2024.

By: _____
Scott Moore,
Title: City Manager

ATTEST:

By: _____
Lluvia T. Almaraz,
Title: City Secretary

FINANCIAL ADVISORY CONTRACT

Date March 23, 2006

TO: Mayor and Council Members
City of Manor
Travis County, Texas

Ladies and Gentleman

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts and for the purposes indicated as follows:

Securities, including bonds and refunding bonds, to be issued in amounts to be determined and approved by the Council of the Issuer.

and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for the City of Manor, Texas (hereinafter called "Issuer").

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform the following duties and to perform such other duties, as, in our judgment, may be necessary or advisable:

- a. We will perform and prepare all information required for: (1) an open market bond sale; (2) funding through the Texas Water Development Board; or (3) any other funding source necessary to provide funding for the Issuer's project.
- b. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and, where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.
- c. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All

recommendations will be based on our best professional judgment, with the goal of designing securities, which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

- d. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set at a time which, in our opinion, will be favorable.
- e. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.
- f. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents, which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification, we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.
- g. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange for such personal presentation.
- h. If the securities are to be sold at public sale, we will disseminate information to prospective bidders, we will organize such information meetings as in our judgment may be necessary, and we will work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids and the furnishing of good faith checks where indicated, and, for the purpose of tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. We shall assist you in the preparation of verification of final closing figures, and, when requested, we will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements, on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain Thomas Pollock, a recognized municipal bond attorney, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liaison with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities and construction of the project in question requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and, when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for

state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities, it is understood and agreed that our fee will be as follows:

ALL FINANCIAL ADVISORY FEES FOR DEBT ISSUANCE WILL BE NEGOTIATED FOR EACH INDIVIDUAL PROJECT BY A COMMITTEE APPOINTED BY THE CITY – WHICH SHALL INCLUDE THE MAYOR, CITY ADMINISTRATOR AND AT LEAST ONE COUNCIL MEMBER.

If for any reason the project is approved by the TWDB or other funding source, but does not close or fund the City will agree to pay SAMCO for time spent on the project, at an hourly rate of \$150.00 per hour. The number of hours will be negotiated between the City Council and SAMCO (Chris Lane).

In consideration of the above fee we will assume and be responsible for the following expenses:

Travel and communication expenses of the Financial Advisor with the exception of travel expenses resulting from the presentation for bond rating and bond insurance and/or any other out of state travel on behalf of the issuer.

In addition to our fee, the Issuer will be responsible for the expenses set forth below. In some cases we may incur these expenses on your behalf, and you agree to reimburse us for such expenses to be paid for through funding from the TWDB or Competitive (or Negotiated) bond sale.

All expenses of issuance will paid by the Issuer and paid for through funding from the TWDB or other open market bond issuance. These issuance expenses include, but are not limited to, the cost of printing and mailing the Official Notice of Sale and the Official Statement, the travel expenses of the financial advisor, if any, incurred in presentation(s) before regulatory authorities, the national rating agencies, and/or credit enhancement companies, the fees of the national rating services pertaining to their assignment of credit rating(s) to the Issuer, credit enhancement fees, bond printing expenses, bond attorneys, security attorneys or other attorney fees, the cost of legal advertisement and the Municipal Advisory Council of Texas listing fee.

Our fee and reimbursable expenses shall become due and payable with the approval of funding.

5. If we are requested to perform additional financial advisory services for the Issuer other than in connection with the issuance and sale of the securities or funding through grants, such additional services will be billed at the rate of \$150.00 per hour. These additional services will only be provided when approved, in advance, by the Council.

If for any reason a bond project does not close or fund the City will agree to pay SAMCO for a certain amount of time spent on the project, at an hourly rate of \$150.00 per hour. The number of hours will be negotiated between the City Council and SAMCO (Chris Lane).

Such additional financial advisory services to be billed at the hourly rates described above include, but are not limited to, tax rate recommendations, compilation of financial information required by the Texas Commission on Environmental Quality, municipal bond rating companies or municipal bond insurance companies, review of audit reports and preparation of recommendations pertaining to financial condition of the Issuer, and time for meetings at which our presence is required by the Issuer. In addition, we will charge the Issuer for any out-of-pocket expenses incurred by us (such as travel, courier deliveries, photocopying and legal) in the performance of these services. We will invoice the Issuer on a monthly basis for these additional fees and expenses and, unless other arrangements are made, would expect that our statements be processed and paid within thirty days of receipt.

6. **Special Conditions.** In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:

This agreement may be terminated by us or the Issuer on thirty days written notice, and we would expect to be

paid to the termination date; provided, however, that this agreement may not be terminated with regard to its application to any issue of bonds which we have been authorized to advertise for sale or application that has been submitted to the TWDB.

This agreement shall not be assignable without the prior written consent of the Board of Directors of the Issuer.

7. This proposal is submitted in duplicate originals. When accepted by the Issuer it will constitute the entire agreement between the Issuer and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the return of one executed copy to us:

Respectfully Submitted,
SAMCO Capital Markets
A Division of Penson Financial Services, Inc.

[Handwritten Signature] *148*
By: _____
Title: Managing Director

ACCEPTANCE

Accepted pursuant to a resolution adopted by the City of Manor, Texas of this 15th day of February 2006.

By: *Jeff Turner*
Title: *Mayor*

ATTEST:

By: *[Handwritten Signature]*
Title: *City Secretary*

(SEAL)

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Moore, Director
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing the purchase and closing of 4.2194 acres, more or less, of real property located in Travis County, Texas, and approval of the Real Estate Contract.

BACKGROUND/SUMMARY:

The City is interested in purchasing a 4.2194-acre property from Cottonwood Holdings, Ltd. in order to construct public facilities for the City. The attached resolution is provided for City Council consideration to approve the real estate contract and close on the property.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2024-23
- Real Estate Contract

STAFF RECOMMENDATION:

The City Staff recommends approval of Resolution No. 2024-23 authorizing the purchase and closing of 4.2194 acres, more or less, of real property located in Travis County, Texas, approval of the Real Estate Contract and authorize the City Manager to execute the Contract and related documents for the purchase and closing of 4.2194 acres.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

A RESOLUTION OF THE CITY OF MANOR, TEXAS AUTHORIZING THE PURCHASE AND CLOSING OF 4.2194 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS FOR \$18.00 PER SQUARE FOOT PLUS CLOSING COSTS; PROVIDING FOR APPROVAL OF THE REAL ESTATE CONTRACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Manor, Texas (the “City”) desires to purchase an approximately 4.2194-acre tract of land located in, Manor, Travis County, Texas, and more particularly described in Exhibit “A” to the attached to the Real Estate Contract (the “Property”); and

WHEREAS, the Mayor is Dr. Christopher Harvey and the City Manager is Scott Moore;

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

SECTION 1. The foregoing recitals are all true and correct and are hereby approved and adopted by the City Council of the City of Manor, Texas and made a part hereof for all purposes as findings of fact.

SECTION 2. The Real Estate Contract by and among Cottonwood Holdings, Ltd. (the “Seller”) and the City (the “Contract”) providing for the purchase of the Property for the purchase price of \$18.00 per square foot (the “Purchase Price”), plus closing costs, is hereby approved, and the City Manager is authorized to execute said Contract and any other documents necessary to effectuate the purchase and transfer of the Property to the City.

SECTION 3. Should any section or part of this resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

SECTION 4. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED this the 17th day of July 2024.

ATTEST:

CITY OF MANOR, TEXAS

Lluvia Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 17, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first renewal of the Interlocal Agreement for Public Health Services between the City of Austin and the City of Manor.

BACKGROUND/SUMMARY:

The City of Austin has provided certain public health services (namely for plan review, permit issuance, inspections, complaint investigations, and administrative enforcement of Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments) to Manor in exchange for compensation from the parties requiring the services in the form of inspection, permit, and other fees as may be in effect from time to time.

The initial term started in 2005, and the interlocal agreement has been reviewed and renewed since. On July 5, 2023, Manor entered into another interlocal agreement with Austin under the same basic terms, effective October 1, 2023, and ending September 30, 2024, and renewable four times as per the previous document. The City of Austin and City of Manor wish to renew the agreement for a one-year term effective October 1, 2024, and terminating on September 30, 2025. All other terms and conditions of the agreement shall remain in full force and effect for the 2025 Term.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- First Renewal of Interlocal Agreement
- Exhibit - Interlocal Agreement approved 7/5/2023

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the First Renewal of Interlocal Agreement for Public Health Services between the City of Austin and the City of Manor; and authorize the City Manager to execute the agreement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



August 3, 2024

Scott Moore, City Manager
City of Manor
105 E. Eggleston Street
Manor, TX 78653

Dear Mr. Moore,

Under the terms of the Interlocal Agreement between the City of Manor and the City of Austin, for public health services, is set to expire on September 30, 2024. Per Section 2.0, this agreement may be renewed for one (1) additional one-year term upon written approval of the parties.

Please find enclosed two original agreement renewal forms signed by Austin Public Health Director Adrienne Sturup. To finalize the renewal of the agreement, please have the City Manager/Administrator/Secretary as appropriate sign these two forms and return one original copy to the Environmental Health Services Division using the enclosed stamped, self-addressed envelope.

We appreciate the opportunity to work with your city to provide these public health services. Should you have any questions, please do not hesitate to contact Environmental Health Supervisor, Michael Bland at (512) 978-0346 or by e-mail at Michael.Bland@austintexas.gov

Respectfully,

A handwritten signature in blue ink that reads 'Marcel Elizondo'.

Marcel Elizondo, Division Chief
Environmental Health Services Division
Austin Public Health

Enclosures

Renewal of Interlocal Agreement Forms

cc: Adrienne Sturup, Director APH
Todd Mers, PH Program Manager II, APH/EHSD
Joe Castelan, Administrative Manager, APH/EHSD
Michael Bland, Environmental Health Supervisor, APH/EHSD
Denise Estrada, Customer Solutions Coordinator



**FIRST RENEWAL OF INTERLOCAL AGREEMENT
FOR PUBLIC HEALTH SERVICES
BETWEEN THE CITY OF AUSTIN AND THE CITY OF MANOR**

This First Renewal of the Interlocal Agreement for Public Health Services is entered into by and between the City of Austin, a Texas home-rule municipality located in Travis, Hays and Williamson counties (Austin), and City of Manor, a Texas municipal corporation located in Travis County (Manor).

Austin and Manor entered into an interlocal agreement under which Austin provides certain public health services to Manor in exchange for compensation in the form of inspection, permit and other fees.

The initial term of the Agreement became effective on October 1, 2023.

The terms of the initial Agreement permit the parties to renew the Agreement for up to four successive one-year terms. Austin and Manor wish to renew the Agreement for a one-year term effective October 1, 2024, and terminating on September 30, 2025.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which are acknowledged, Austin and Manor agree to amend the Agreement as follows:

- 1) The Agreement is renewed for an additional one-year term from October 1, 2024, through September 30, 2025 (2025 Term).
- 2) All other terms and conditions of the Agreement shall remain in full force and effect for the 2025 Term.

CITY OF AUSTIN
A Texas Home Rule Municipality

By:
Title: Director

CITY OF MANOR

By: _____
Title: _____

City of Austin/Inter-Locals

Cash, check, money orders, MasterCard, Visa, American Express, & Discover Card accepted.

Travis County

Cash, check or money orders payments accepted.

Item 20.

FOOD PROTECTION FEES

Food Service, Retail Food, Food Processing Plant or Warehouse		FEEES	Food Enterprise Operating Permit Fees	
Warehouses			Food Service, Retail Food	FEEES
<i>Fees marked with **** are not applicable to Charitable Feeding Organizations</i>				
<u>Risk Categories:</u>	<u>Size Categories:</u>		<u>Risk Categories:</u>	<u>Size Categories:</u>
1 (low risk)	A (>50 employees)		1 (low risk)	A (>50 employees)
2 (medium risk)	B (26-50 employees)		2 (medium risk)	B (26-50 employees)
3 (high risk)	C (1-25 employees)		3 (high risk)	C (1-25 employees)
Low Risk/Small - 1C		\$359	Low Risk/Small - 1C	\$250
Low Risk/Medium - 1B		\$378	Low Risk/Medium - 1B	\$275
Low Risk/Large - 1A		\$416	Low Risk/Large - 1A	\$300
Medium Risk/Small - 2C		\$532	Medium Risk/Small - 2C	\$275
Medium Risk/Medium - 2B		\$608	Medium Risk/Medium - 2B	\$300
Medium Risk/Large - 2A		\$684	Medium Risk/Large - 2A	\$300
High Risk/Small - 3C		\$601	High Risk/Small - 3C	\$275
High Risk/Medium - 3B		\$782	High Risk/Medium - 3B	\$300
High Risk/Large - 3A		\$896	High Risk/Large - 3A	\$300
Child Care Facility		\$359	Child Care Facility	\$250
Qualified High Quality Childcare Facility (COA Only)		\$0		
			Food Processing Plant or Warehouse	n/a
Certified Farmers Market Permit Fees				
Class A		\$100	Class A	n/a
Class B		\$100	Class B	n/a
Mobile Food Vendor Fees				
Mobile Vendor Application Fee		\$158	Unrestricted Permit/Unit	\$273
Unrestricted Permit/Unit		\$239	Restricted Permit/Unit	\$198
Restricted Permit/Unit		\$212	Mobile Vendor TC Fire Inspection	\$266
Mobile Vendor Re-Inspection		\$109	Mobile Vendor TC Fire Re-inspection	\$266
Mobile Vendor AFD Fire Inspection*		\$200	First TC re-inspection at no cost.	
Mobile Vendor AFD Fire Re-Inspection*		\$200		
Mobile Food Vendor AFD Cancellation Fee**		\$200		
*Fees are assessed by COA Fire Department.				
First AFD Fire Re-inspection at no cost.				
**Cancellation Fees may be assessed for No Shows				
Temporary Food Permit Fees				
1 booth, 1 calendar day		\$75	1-5 calendar days	\$98/booth
1-5 calendar days		\$280/booth	6-14 calendar days	\$145/booth
6-14 calendar days		\$303/booth	Expedited/Late Permit Application Fee	n/a
Expedited/Late Permit Application Fee		\$227		
Vending Machine Fees				
Vending Machine Application Fee		\$120	Vending Machine Application Fee	n/a
Permit Fee (per machine)		\$25		
Food Enterprise Inspection Fees				
Pre-Opening Inspection		\$178	Pre-Opening Inspection	n/a
Food Re-inspection		\$109	Food Re-inspection	n/a
Central Preparation Facility Registration		\$150		
Food Enterprise Plan Review Fees				
Event Health & Safety Review		\$265	Event Health & Safety Review	n/a
New Construction		\$312	New Construction	\$10
Remodel of Permitted Facility			Remodel of Permitted Facility	
>10,000 sq. ft.		\$312	>10,000 sq. ft.	\$10
2,500-10,000 sq. ft.		\$266	2,500-10,000 sq. ft.	\$10
<2,500 sq. ft.		\$221	<2,500 sq. ft.	\$10

OTHER FEES

Custodial Inspection	\$110	Custodial Inspection	n/a
Qualified High Quality Child Care Facility	\$0		
Junk Yard, Auto Wrecking & Salvage Yard	n/a	Junk Yard, Auto Wrecking & Salvage Yard	\$25
Slop and Swill Permits (per vehicle)	\$128	Slop and Swill Permits (per vehicle)	n/a
Tourist Court Permits	\$150	Tourist Court Permits	n/a
Food/Pool Inspection outside of normal work hours	\$173	Food/Pool Inspection outside of normal work hours	n/a
Permit Late Fee	\$100	Permit Late Fee	n/a
Food/Pool Variance Request/HACCP Review	\$337	Food/Pool Variance Request/HACCP Review	n/a

SWIMMING POOLS

Swimming Pool Permit	\$245	Swimming Pool Permit	\$95
Spa Permit	\$185	Spa Permit	\$95
Additional Spa	\$185	Additional Spa	\$95
Pool/Spa Plan Review (New or Remodel)	\$312	Pool/Spa Plan Review (New or Remodel)	\$50
Certificate of Occupancy Inspection	\$224	Certificate of Occupancy Inspection	n/a
Change of Ownership Inspection	\$224	Change of Ownership Inspection	n/a
Pool/Spa Re-inspection	\$173	Pool/Spa Re-inspection	n/a

Updated April 25th, 2024

Effective May 8th, 2024



**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC HEALTH SERVICES
BETWEEN THE CITY OF AUSTIN AND THE CITY OF MANOR**

This Agreement for Public Health Services (“Agreement”) is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the City of Manor, Travis County, a municipal corporation and political subdivision of Texas (“Manor”), together the “parties,” and each individually, a “party.”

RECITALS

Austin and Manor have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Local Government Code and other statutes.

Austin has established a public health department to provide for and promote public health through the enforcement of laws and ordinances governing activities affecting public health in Austin.

Manor has adopted public health ordinances and wishes to secure certain health inspection services from Austin.

Austin has experienced and trained personnel that can provide inspection services to Manor in a way that would be more efficient than efforts by Manor to provide those same services directly to its residents.

Austin and Manor have the authority to enter into this Agreement under Chapter 791 of the Texas Government Code and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are hereby acknowledged, Manor and Austin agree as follows:

1.0 DEFINITIONS

- 1.01 "Austin " means City of Austin, Texas.
- 1.02 “Custodial Care” means a general environmental health and safety inspection conducted at the request of a facility operator or resident to fulfill the requirements of the state licensing agency for child care, adoption or foster care.
- 1.03 "Director" means the Director of Austin Public Health.
- 1.04 “Food Enterprise” has the same meaning set forth in the Austin City Code but does not include farmers markets.
- 1.05 "Mayor" means the Mayor of Manor or his or her successor.
- 1.06 "Fiscal Year" means the twelve-month time-period between October 1 and

September 30 of the following year.

- 1.07 “Swimming Pool and Spas” has the same meaning established in Title 25, Chapter 265 of the Texas Administrative Code and the 2018 International Swimming Pool and Spa Code.

2.0 AGREEMENT TERM

Initial Term. This Agreement will be effective for a 12-month term beginning October 1, 2023 and ending September 30, 2024, unless sooner terminated under the terms of this Agreement.

It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

Renewal Term(s). This Agreement may be renewed for an additional four (4) successive 12-month terms upon written approval of the parties.

3.0 RESPONSIBILITIES OF AUSTIN

3.01 Austin shall:

3.01.1 Conduct inspections and help administer and enforce state laws and Manor’s ordinances regulating Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments. More specifically, Austin shall conduct plan review, permit issuance, inspections and complaint investigations, and shall participate in Manor’s administrative enforcement as described in Section 3.03 of the Agreement.

3.01.2 Prepare and maintain case files of completed inspections, and inform Manor of the results of such inspections and any recommendations for action by Manor.

3.01.3 Ensure Austin-staff is available to testify at court proceedings in the event suit is brought regarding the services provided under this Agreement or Manor’s enforcement actions.

3.01.4 Collect all fees related to inspection, permitting and plan review activities as provided for in this Agreement from affected businesses based on fee rates set forth in Exhibit A or as otherwise amended by the Austin City Council.

3.02 Austin shall have no duty to perform the following activities, and Manor agrees to be fully responsible for the following:

3.02.1 Initiate or prosecute civil or criminal suits resulting from complaints or cases

investigated under this Agreement.

3.02.2 Schedule or conduct enforcement hearings.

3.02.3 Assess or collect any penalties, fines or liens.

3.02.4 Issue permits, or inspect or investigate complaints, regarding farmers markets operations.

3.03 Enforce state law(s) and any applicable Manor ordinances, which shall be limited to on-site investigations, issuance of notices, attempts to secure voluntary compliance, and the provision of witness testimony and evidence by Austin-staff at administrative hearings before the Manor City Council or its delegate.

4.0 RESPONSIBILITIES OF MANOR

4.01 Manor shall:

4.01.1 Authorize personnel of Austin Public Health, to act as its agents in enforcing state law and any applicable Manor ordinances.

4.01.2 Provide Austin certified copies of any Manor ordinances intended to be enforced in accordance with this Agreement.

4.01.3 Schedule and conduct required legal enforcement hearings related to services rendered under this Agreement. Additionally, Manor will be responsible for implementing legal enforcement measures that result from enforcement hearings.

4.01.4 Assess and collect fines and penalties and enforce liens.

4.01.5 Notify Austin Public Health regarding Food Enterprises or Swimming Pools and Spas for which Manor has received a site plan or building permit application

5.0 MUTUAL RESPONSIBILITIES

Austin and Manor agree to meet annually to establish and evaluate operating policies and procedures and make adjustments or changes that may mutually benefit both parties, unless otherwise scheduled by mutual agreement.

6.0 COMPENSATION

In consideration of the services to be provided by Austin under this Agreement, Manor

grants to Austin the exclusive right to bill, collect, and retain all inspection, permit and other fees from residents and businesses located within the corporate limits of Manor, Texas based on fee rates set forth in Exhibit A, incorporated herein for all purposes, or as otherwise amended by Austin City Council.

By approving this Agreement, Manor hereby adopts the fees described in Exhibit A, waives all rights to fees collected by Austin, and designates Austin as its exclusive agent for purposes of providing the services and collecting the related fees as described in this Agreement. The parties agree that Austin shall bill and collect fees in accordance with Austin policies and procedures.

In recognition of the fact that Austin's only compensation under this Agreement will be the fees it is able to collect from Manor's residents and businesses, Manor agrees to promptly take action against any resident or business that fails to pay a fee in a timely manner.

7.0 ENTIRE AGREEMENT

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS

8.01 Original Records. Austin, on behalf of Manor, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. Manor shall be entitled to make and retain such copies as may be necessary to document its work.

8.02 Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the later of: a) the completion by Manor of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations or b) three (3) years after the Agreement term in which the activity occurred. Manor shall maintain records related to this Agreement in accordance with applicable government records retention schedules.

8.03 Manor Access. Austin shall give Manor, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.

8.04 Manor Audit. Manor has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit Manor, or its duly

authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at Manor's expense, any document, materials or information necessary to facilitate these audits.

8.05 Austin Access. Manor shall give Austin, or its duly authorized representatives, full and reasonable access to and the right to copy and examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Manor pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Manor. As requested by Austin, Manor shall certify to Austin the financial records relating to the performance of this Agreement.

9.0 AGENCY

The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of Manor. However, no employee of Austin shall be considered an employee of Manor for purposes of gaining any rights or benefits available to an employee of Manor pursuant to Manor's personnel policies.

10.0 ON-SITE MONITORING

Manor has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party fails to comply with a term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01 of the Agreement;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

- 11.02.3 The governing body of either party fails to approve funding sufficient to meet its obligations under the Agreement during their annual budget planning and adoption process.
- 11.03 Procedure for Termination. In the event of termination under Section 11.02.2 or 11.02.3 of the Agreement, the party desiring to terminate shall notify the other party in compliance with the notice provisions described in Section 14 of the Agreement regarding the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.
- 11.04 Termination Without Cause. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.
- 11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

13.0 LIABILITIES, CLAIMS

- 13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from negligence or unlawful acts of Manor or Manor's agents arising from the performance of duties or responsibilities under this Agreement. Manor shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or Austin's employees conducted outside the scope of this Agreement.
- 13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or Manor relating to the performance of the obligations under this Agreement, the party receiving notice of the claim shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14 of the Agreement. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to such claims or actions.

14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing and may be delivered by courier or sent via electronic mail or postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated below, upon receipt in case of hand delivery or electronic mail, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 Manor Address. The address of Manor for all purposes under this Agreement and all notices hereunder shall be:

City Manager
City Hall
City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Email: _____

14.03 City of Austin Addresses. The addresses of Austin for all purposes under this Agreement and all notices hereunder shall be:

City of Austin
Office of the City Manager
City Hall
301 West 2nd Street, Third Floor
Austin, Texas 78767

With copies to:

Adrienne Sturup, Director (or successor)
Austin Public Health Department
7201 Levander Loop, Building E
Austin, Texas 78702
Email: Adrienne.Sturup@austintexas.gov

Marcel Elizondo, Division Chief (or successor)
Austin Public Health Department
P.O. Box 142529
Austin, Texas 78714
Email: Marcel.Elizondo@austintexas.gov

14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 14.01 of the Agreement.

15.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas and all obligations under it are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

16.0 COMPLIANCE WITH LAWS

Austin and Manor shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and Manor laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of Manor and Austin, respectively, under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under this Agreement. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 Non-Waiver. One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 Immunity or Defense. It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor Manor waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

17.04 No Joint Venture or Joint Enterprise/No Third Party Beneficiaries. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 INTERPRETATIONAL GUIDELINES

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either party has declared a holiday for its employees it shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS

Approval of this Agreement by Manor City Council constitutes Manor's designation of its authority to enforce Manor's ordinances regulating Food Enterprises, Swimming Pools and Spas, and Custodial Care establishments and to collect related fees, as provided in this Agreement, to qualified personnel of Austin Public Health as Code Enforcement Officers of Manor.

24.0 NON-APPROPRIATION.

The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Austin City Council. Austin's performance obligations rely solely on funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Manor. Austin shall provide Manor written notice of the failure of Austin to make an adequate appropriation for any fiscal year to perform under the Agreement, or the reduction of any appropriation to an amount insufficient to permit Austin to perform its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to Austin.

Executed on this the 5th day of July, 2023.

CITY OF MANOR

By: [Signature]

Title: City Manager

CITY OF AUSTIN

By: [Signature]

Title: Director, APT