



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 03, 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. The Manor Community Day & 5K Update

Presented by: Derrick White, Founder & Executive Director of Evolution of Health, Corp.

Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

CONSENT AGENDA

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

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

Submitted by: Lluvia T. Almaraz, City Secretary

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

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.

Submitted by: Tracey Vasquez, HR Director

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.

Submitted by: Tracey Vasquez, HR Director

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.

Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

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

Submitted by: Scott Moore, City Manager

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.

Submitted by: Scott Dunlop, Development Services Director

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

Submitted by: Scott Dunlop, Development Services Director

- 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.

Submitted by: Scott Dunlop, Development Services Director

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

Submitted by: Scott Dunlop, Development Services Director

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:

- *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*

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.

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

Submitted by: Scott Dunlop, Development Services Director

- 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.**

Submitted by: Scott Moore, City Manager

- 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.**

Submitted by: Scott Moore, City Manager

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, June 28, 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



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



Manor Community Day & 5K

Saturday, June 8, 2024 from 9:00am to 1:00pm
Timmermann Park, 12616 Skimmer Run, Manor, TX 78653

City Staff Report



Manor Community Day & 5K

Yalondra Valderrama Santana,
Heritage & Tourism Manager

I. Overview

- *Description:* Manor is partnering with the Evolution of Health to host the Manor Community Day & 5K.
- *Target Audience:* Runners, Manor community & surrounding area members
- *Estimated Expected Attendees:* 150

II. Timeline & Program (*City Staff)

Day	Time	Details	Areas	POC
19-Jun	7:30am	City Staff start arriving		Yalondra & Kirk
		Sey-Up Barricades	Race Route	
		PD Arrival	Safety	PD
	8:00am-8:30am	Vendor Set-Up	Vendor	Derrick
	8:30am	Walk the Route	Race Route	Yalondra & Kirk
	8:45am	Final Walkthrough	All	Derrick
	9:00am	Event Start &		Derrick
	9:20am	Taking Volunteers to Stations	Race Route	PD
	9:30am	Street Closure	Race Route	Yalondra, Kirk & PD
	9:30am	Kids 1K		Derrick
	10:00am-11:00am	5K		
	11:05am	Open the Street		Yalondra, Kirk & PD
	12:30pm	Vendor Shutdown	Vendor	Derrick
	1:00pm-2:30pm	Teardown	All	All

III. Planning

Manor Community Day & 5K Run
Sat., June 8, 2024
Timmermann Park, 12616 Skimmer Run, from 9:00am to 1:00pm

City Responsibility

Event Description	Manor is partnering with the Evolution of Health to host the Manor Community Day & 5K.
Target Audience	Families in the Manor Community
Estimated Attendance	150 Adults & 15 Kids

Planning Areas	Tasks	Done/Confirm By	POC	Details
----------------	-------	-----------------	-----	---------

City Permits	City Council approval for City Collaboration		Derrick	City Council approved the City collaboration with Evolution of health. City Council approved \$5,000 through sponsorship partners to support the event. DONE
	Park Rental & Special Event Permit		Derrick	Submitted the permit on 5.1.2024 APPROVED
City Event Report (Final)	Finances (Receipts, Donations, Revenue, etc.)	6/14/2024	Derrick	Received_6.14.2024
	Sponsor List			
	Vendor List			
	Marketing Plan			
	Registration Report			
Marketing	SD Flier		Derrick	DONE on 3.20.2024
	Detail Flier			DONE on 4.24.2024
	Social Media		Derrick Yalondra	DONE on 3.20.2024
	City Website		Yalondra	DONE
	Evolution of Health Ads		Derrick	
	Printed Marketing			
	Video			DONE on 4.30.2024
	Videographer & Photographer			League Creative Group = \$500 DONE
	VIP Invitations		Yalondra	DONE Sent on 5.17.2024
Activities	Bouncy House		Derrick	Sent the city the quote by Amazin Party Rental on 5.2.2024 Sent to S. Moore & Gracie CONFIRMED
Entertainment	Sound/DJ/MC		Derrick	Sent the city the quote by Urban Mello on 4.19.2024 Sent to S. Moore & Gracie CONFIRMED
Vendors	Food Truck		Derrick	FT-Shaved Ice=1: 1. Sno Ball Dudes Received on 6.2.2024

	Market Vendors (Non-Food Vendors)			<p>Vendors=12:</p> <ol style="list-style-type: none"> 1. Black Men's Health Clinic 2. AB Realty 3. Behavioral Research of Austin 4. Dick's Sporting Goods - <i>Cancelled</i> 5. Zirent 6. UP Career Path 7. Charles Payne - <i>Cancelled</i> 8. Suvida Healthcare 9. KIPP Schools 10. Alliance for African American Health in Central Texas 11. Central Health 12. St. David's Foundation <p>Received on 6.2.2024</p>
Run	Route		Derrick	<p>Final Received on 6.5.2024</p> <p>CONFIRMED</p>
	Medals			<p>City reimbursed DW for the cost</p> <p>CONFIRMED</p>
	T-Shirts			<p>American Youth Works = \$1,699</p> <p>DONE</p>
	Registration			<p>Opened on 3.20.2024</p> <p>Cost=\$30</p> <p>City staff received a \$10 coupon</p> <p>Link: https://runsignup.com/Race/TX/Manor/ManorCommunity3K</p> <p>DONE</p> <p>Final # of Adult Runners = 90</p> <p>Final # of Kids Runners = 35</p>
City Sponsorship Partners	Find Sponsors		Mr. Moore Yalondra	Mr. Moore secured GBA sponsorship of \$2,500
City Staff	Staff Duties		Yalondra	<p>Staff will be doing the barricades, traffic control, PD trailer, safety and patrolling</p> <p>DONE</p>
Safety Plan	First Aid Station		FD	CONFIRMED by Kassy
	Lost Child			<i>DIDN'T SHOW</i>
	Traffic Control		PD	CONFIRMED
Security		Received Invoice on 6.10.2024 & forward to S. Moore		
Layout	Full Event Layout		Derrick	DONE Received on 6.2.2024
Miscellaneous	Barricades		Kirk	DONE
	Water for Public		Derrick	DONE

	Event Signs			Yellow Arrows	Item A.
	Event Timeline			DONE Received on 6.2.2024	
	Event Program				
	Trash Cans		Kirk	DONE	
	City Info. Tent		Yalondra	DONE	


IV. Marketing

- Evolution of Health
 - The event was promoted through multiple channels:
 - Emails were sent to previous attendees via the RunSignUp platform.
 - Paid advertisements were placed on Facebook and Instagram.
 - Information was shared in the Manor Community Facebook groups.
 - Manor leadership promoted the event on their social media networks.
 - Postcard flyers were distributed to residents near Timmermann Park to inform them of the upcoming event.
- City
 - Multiple Social Media announcements
 - Add to event calendars
 - City website

V. Event Data

- Number of Runners= 90
- Number of Kids Runners= 35
- Weather:
 - Temperature: 97° /71°
 - Sunny and hot

Sat 08 | Day

97° 



Record High
100°



Average High
91°



Sunrise
6:29 am



Sunset
8:32 pm

Sat 08 | Night

71°



Record Low
59°



Average Low
70°



Moonrise
8:11 am



Moonset
11:03 pm

 Waxing Crescent

VI. City Staff

- Number of Staff
 - Street/Parks = 5
 - City Hall = 1
 - Police Department = 6
 - Off-Duty = 4
- Staff Duties

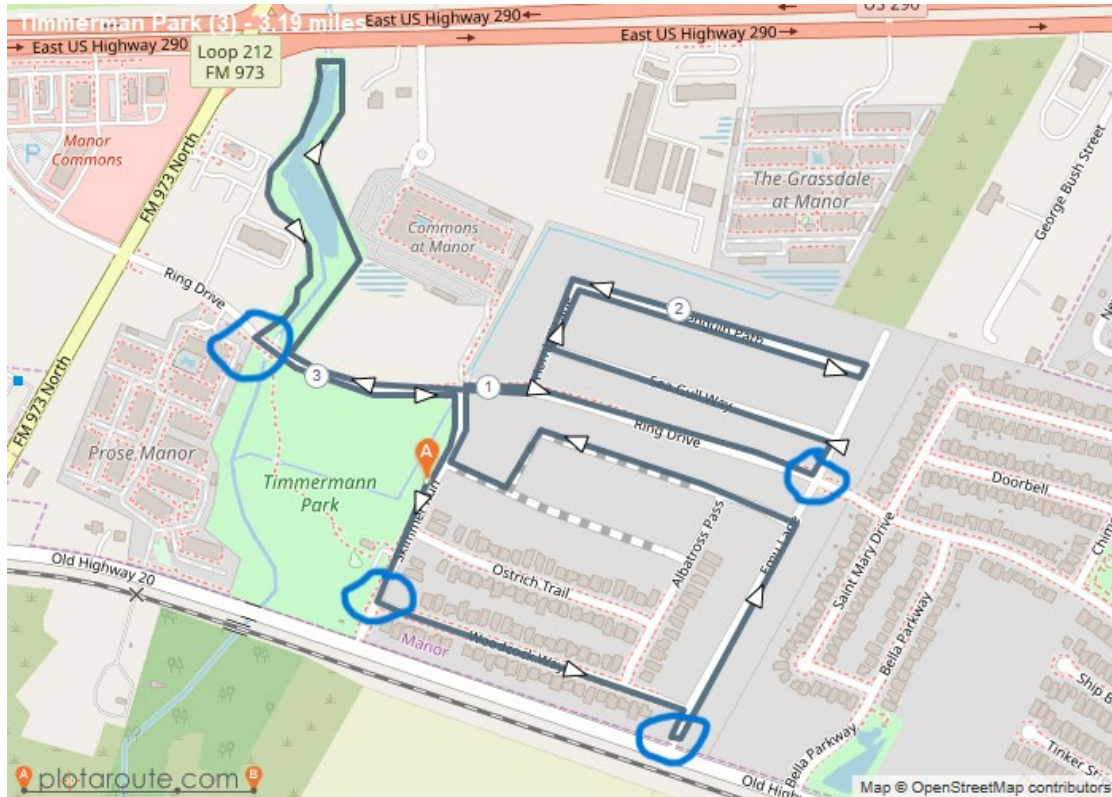
- Route Barricades
- Traffic Control
- Patrol
- PD Trailer

VII. Layout



1. Black Men's Health Clinic
2. AB Realty
3. Behavioral Research of Austin
4. Dick's Sporting Goods
5. Zireart
6. UP Career Path
7. Charles Payne
8. Suvida Healthcare
9. KIPP Schools
10. SnoBall Dude

VIII. Route



IX. Kids Zone Area

- Bouncy Houses
 -
 - Amazin Party Rental = 2 Bouncies

**X. Market & Food Truck Area**

- Total Vendors = 13
- Total Vendors Attended = 11
 - Food Trucks = 1
 - Sno Ball Dudes
 - Vendors = 10
 - Black Men's Health Clinic
 - AB Realty
 - Behavioral Research of Austin
 - Alliance for African American Health in Central Texas
 - Zirenart
 - UP Career Path
 - Suvida Healthcare
 - KIPP Schools
 - Central Health
 - St. David's Foundation
- Cancelled/Excused Vendors = 2
 - Dick's Sport Goods
 - Charles Payne

XI. Entertainment

- DJ Urban Mello

XII. Financials

Item A.

Manor Community Fun & 5K Run

Financials

Expenditures

Account#	Vendor	Item	Price	Quantity	Total	Payment Method	Confirmed
10-5811-51-51043	Urban Mello	DJ	\$600.00	1	\$600.00	Check	Yes
10-5811-51-51043	Derrick White <i>*Reimbursement</i>	Medals from Running Awards & Apparel	\$1,130.00	1	\$1,130.00	Check	Yes
10-5811-51-51043	Amazi Party Rental	Bouncy Houses	\$3,033.00	1	\$3,033.00	Check	Yes
City In-Kind Donation	City of Manor	Park Rental/Special Event Fees	\$645.00	1	\$645.00	City In-Kind Donation	
City In-Kind Donation	City of Manor	PW Staff Work	\$1,019.71	1	\$1,019.71	City In-Kind Donation	
City In-Kind Donation	City of Manor	CD Staff Work	\$608.00	1	\$608.00	City In-Kind Donation	
City In-Kind Donation	City of Manor Police Department	Officer Vehicles	\$15.00	30	\$450.00	City In-Kind Donation	
Evolution of Health	City of Manor Police Department	4 Officer	\$55.00	20	\$1,100.00	Evolution of Health	Evolution of Health
Evolution of Health	American Youth Works	Event Shirts	\$1,699.00	1	\$1,699.00	Evolution of Health	Evolution of Health
Evolution of Health	Facebook	Facebook Advertisements	\$350.00	1	\$350.00	Evolution of Health	Evolution of Health
Evolution of Health	League Creative Group	Videographer & Photographer	\$500.00	1	\$500.00	Evolution of Health	Evolution of Health
Evolution of Health	Vista Print	Postcards	\$73.59	1	\$73.59	Evolution of Health	Evolution of Health
Evolution of Health	Zirenant	Face Painter	\$100.00	1	\$100.00	Evolution of Health	Evolution of Health
					\$0.00		
Total			\$9,828.30	61	\$11,308.30		

City Sponsors		
Vendors	Donation/Sponsor Level	Total
GBA	DJ, Medals, Portion of Bouncies	\$2,500.00
City of Manor	In-Kind (Staff, Park Fees, Equipment)	\$2,722.71
City of Manor	In-Kind (Portion of the Bouncies)	\$2,263.00
Total:		\$7,485.71

Evolution of Health Sponsors		
Vendors	Donation/Sponsor Level	Total
Evolution of Health	Race Owner Contribution	\$3,722.59
100 Black Men of Austin		\$100.00
Runsign-Up	Donation from Runners	\$925.00
Black Men's Health Clinic		\$600.00
Total		\$5,347.59

Staff Working				
City Staff	Title	Hour Rate	Hours #	Total
Yalondra Valderrama Santana	Heritage & Tourism Manager	\$38.00	16	\$608.00
Lance Zeplin	Public Work Superintendent	\$42.83	8.5	\$364.06

Kirk Nunn	Public Works Foreman - Street	\$29.28	3	\$87.84
Timothy Lackland	Public Works Foreman - Street	\$28.57	2	\$57.14
Anthony Moore	Public Works Foreman - Park	\$27.19	3	\$81.57
Terryon Wicks	Street Maintenance Workers	\$22.67	5	\$113.35
Daisy Mendoza	Park Maintenance Workers	\$21.05	5	\$105.25
Justin Moore	Park Maintenance Workers	\$21.05	5	\$105.25
Jonathan Sauls	Park Maintenance Workers	\$21.05	5	\$105.25
Officer George Vega	Police Department	\$55.00	5	\$275.00
Officer Norma Koger	Police Department	\$55.00	5	\$275.00
Officer Jaime Picos	Police Department	\$55.00	5	\$275.00
Officer Eric Deleon	Police Department	\$55.00	5	\$275.00
				\$0.00
				\$0.00
Total		\$471.69	72.5	\$2,727.71

Revenue			
Revenue Source	Price	Quantity	Total
5K Run Registration	\$30	90	\$2,708.00
1K Kids Run Registration	\$0	35	\$0.00
Vendors	\$0	13	\$0.00
Total:			\$2,708.00

Summary	
Expense	\$11,308.30
Sponsorships	\$12,833.30
Revenue	\$2,708.00
Total (w/o Revenue)	\$1,525.00
Total + Revenue	\$4,233.00

XIII. Sponsorship

- City Sponsorship Partners
 - GBA = \$2.500
- Evolution of Health Sponsorship Partners
 - 100 Black Men of Austin donated = \$100
 - Partners of the Black Men's Health Clinic = \$600
 - Runners' donations through Runsign-up.com = \$925

XIV. What went well?

- Kids 5K was successful
- The race started on time
- Staff and volunteers arrived on time
- Music was family-friendly

- There were no major incidents/accidents
- Kids enjoyed the inflatables
- Participants enjoyed the Sno Ball Dudes truck

XV. What can be improved? & Recommendations

Areas to Improve	Recommendations
Sponsorship	<ul style="list-style-type: none"> • Primary sponsors need to be added to all the market materials, including but not limited to printing, digital, postings, swags, etc. • Add major sponsor logos to shirts. Send the shirt design to the major sponsor, the city, for feedback/approval
Marketing	<ul style="list-style-type: none"> • Add printing fliers and posts in business, city buildings, etc. • Post the event in newspapers, magazines, etc. • Add event to event websites such as Austinet.com, austintexas.org, austin.culturemap.com, etc.
Route	<ul style="list-style-type: none"> • Walk the route multiple times before the event to identify any possible issues • Ensure no hazards on the route • Have the event map in multiple locations around the route with directional signs at least 2'x3' • Post the route at least 2 weeks in advance for the runners • Add trash cans to prevent runners from throwing empty water cups in the road, or have volunteers collect the empty cups
First Aide/ Emergency Station	<ul style="list-style-type: none"> • Ensure Travis County ESD participation • Have a First Aide/lost kids/medical tent • Have a fire truck
Road Closure	<ul style="list-style-type: none"> • If using the same route, close the following roads in addition: Ostrich Trail, Albatross Pass, and Emu Ln • Ensure that residents are aware that the roads will be closed for at least 2 hours and that no cars will be allowed in or out for safety purposes.
Weather/Heat	<ul style="list-style-type: none"> • Start the race earlier to avoid the heat. Suggested time for 5K, 7:30 am or 8 am • Have the kids race after the 5K since the kids' race is shorter
City Staff	<ul style="list-style-type: none"> • Have 3 to 4 more PW staff for road closure and barricades duties • Add 1-2 more police for traffic control
Refreshments	<ul style="list-style-type: none"> • Provide city staff with refreshments if they are working for more than 4 hours • Provide water to staff

	<ul style="list-style-type: none">• Enough bottles of water for all the runners and staff to last the entire event
Kids Inflatables	<ul style="list-style-type: none">• Have water slides instead of obstacle courses• Incorporate the water slides into the kids' race
Checking Area	<ul style="list-style-type: none">• Have signs indicating where the check-in area is• Have pre-bagged runners' bags with swags, t-shirts, healthy snacks, etc. to give out to the runners• Add more swags to the race bags

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

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

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
CALLED SPECIAL SESSION MINUTES
JUNE 17, 2024**

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

PRESENT:

Dr. Christopher Harvey, Mayor (Absent)

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1 (Absent)
 Anne Weir, Place 2
 Maria Amezcua, Place 3
 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
 Ryan Phipps, Chief of Police
 Veronica Rivera, Assistant City Attorney

SPECIAL SESSION – 7:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Council Member Moreno at 7:00 p.m. on Monday, June 17, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Council Member Wallace gave the invocation.

PLEDGE OF ALLEGIANCE

Councilman Moreno led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared at this time.

PUBLIC HEARINGS

1. **Second and Final Public Reading: Conduct a public hearing 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 conduct the public hearing.

Councilman Moreno opened the Public Hearing.

Development Services Director Dunlop discussed the proposed annexation.

There were no public comments.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to close the public hearing.

There was no further discussion.

Motion to close carried 5-0

2. **Conduct a public hearing 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 conduct the public hearing.

Councilman Moreno opened the Public Hearing.

Jonathan Sosebee with Kimley Horn submitted a speaker card; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Jeremy Rogers with Kimley Horn presented the attached PowerPoint Presentation.

The topic of discussion was the following:

- Location
- Zoning
- Future Land Use Map
- NED Business Operations
- Building Rendering Samples
- City Staff and P&Z Commission Recommendations
- Definition of Uses
- Additional Prohibited Uses
- Updated Rezoning Request

There were no public comments.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to close the public hearing.

There was no further discussion.

Motion to close carried 5-0

- 3. Conduct a public hearing on a Subdivision Concept Plan for three hundred and twenty-five (325) lots on 113.415 acres, more or less, and being located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX. Applicant: Jamison Civil Engineering LLC; Owner: Okra Land Incorporated**

The city staff recommended that the City Council conduct the public hearing.

Councilman Moreno opened the Public Hearing.

Rachel Shanks with Okra presented the attached PowerPoint presentation.

The topic of discussion was the following:

- Location
- Land Use Summary
- Park Land Dedication
- 2.5 Acre Park Amenities
- 1.0 Acre Dog Park
- Pocket Park

There were no public comments.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to close the public hearing.

There was no further discussion.

Motion to close carried 5-0

- 4. Conduct a public hearing 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 conduct the public hearing.

Councilman Moreno opened the Public Hearing.

Development Services Director Dunlop discussed the proposed Special Use Permit.

A discussion was held regarding the proposed medical building and the handicap spaces allowed.

There were no public comments.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to close the public hearing.

There was no further discussion.

Motion to close carried 5-0

ADJOURNMENT

The Manor City Council Special Session was Adjourned at 7:39 p.m. on Monday, June 17, 2024.

These minutes were approved by the Manor City Council on July 3, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

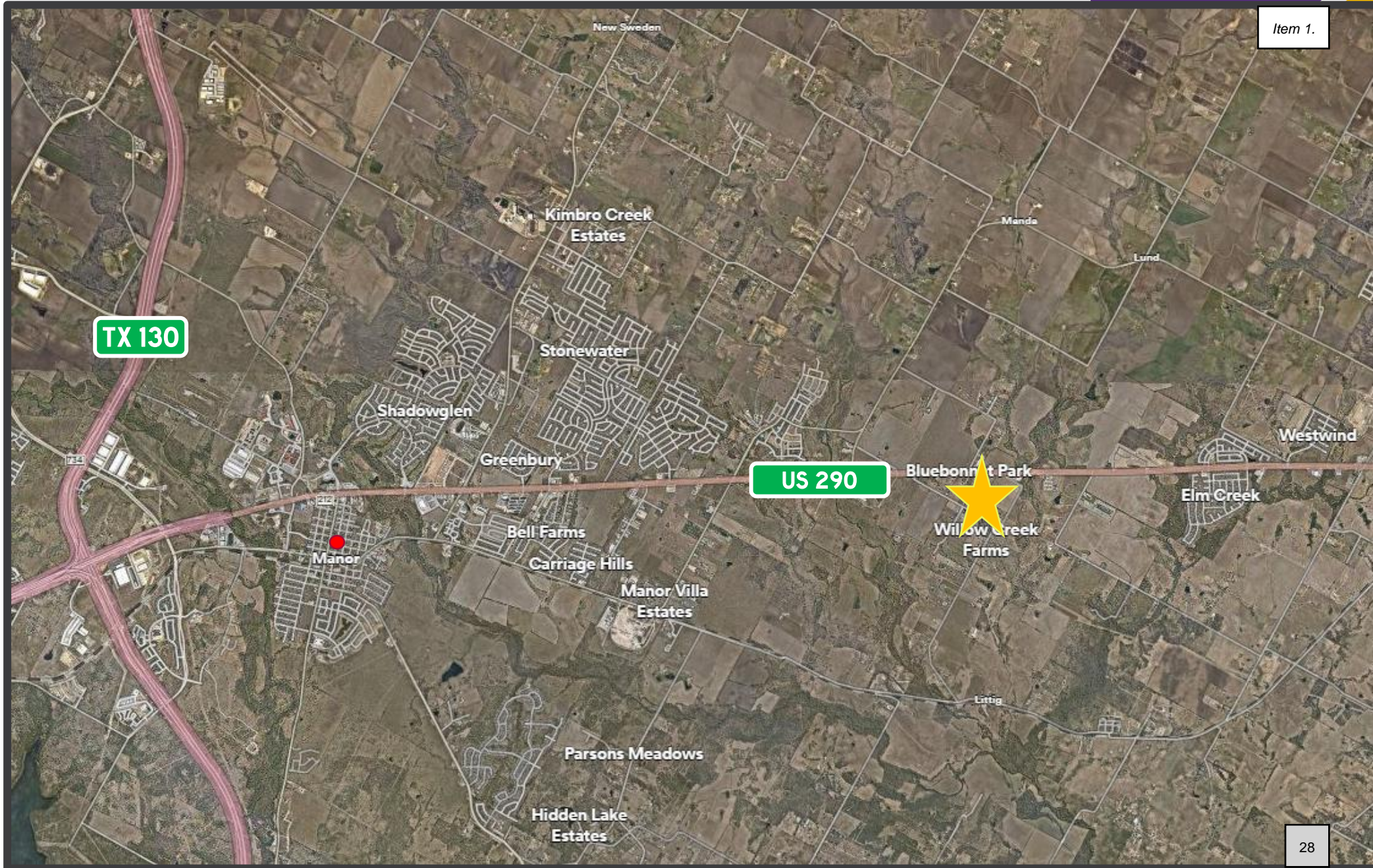
16011 E US HWY 290 Rezoning

2024-P-1643-ZO

June 17, 2024



Location



Zoning

Existing:

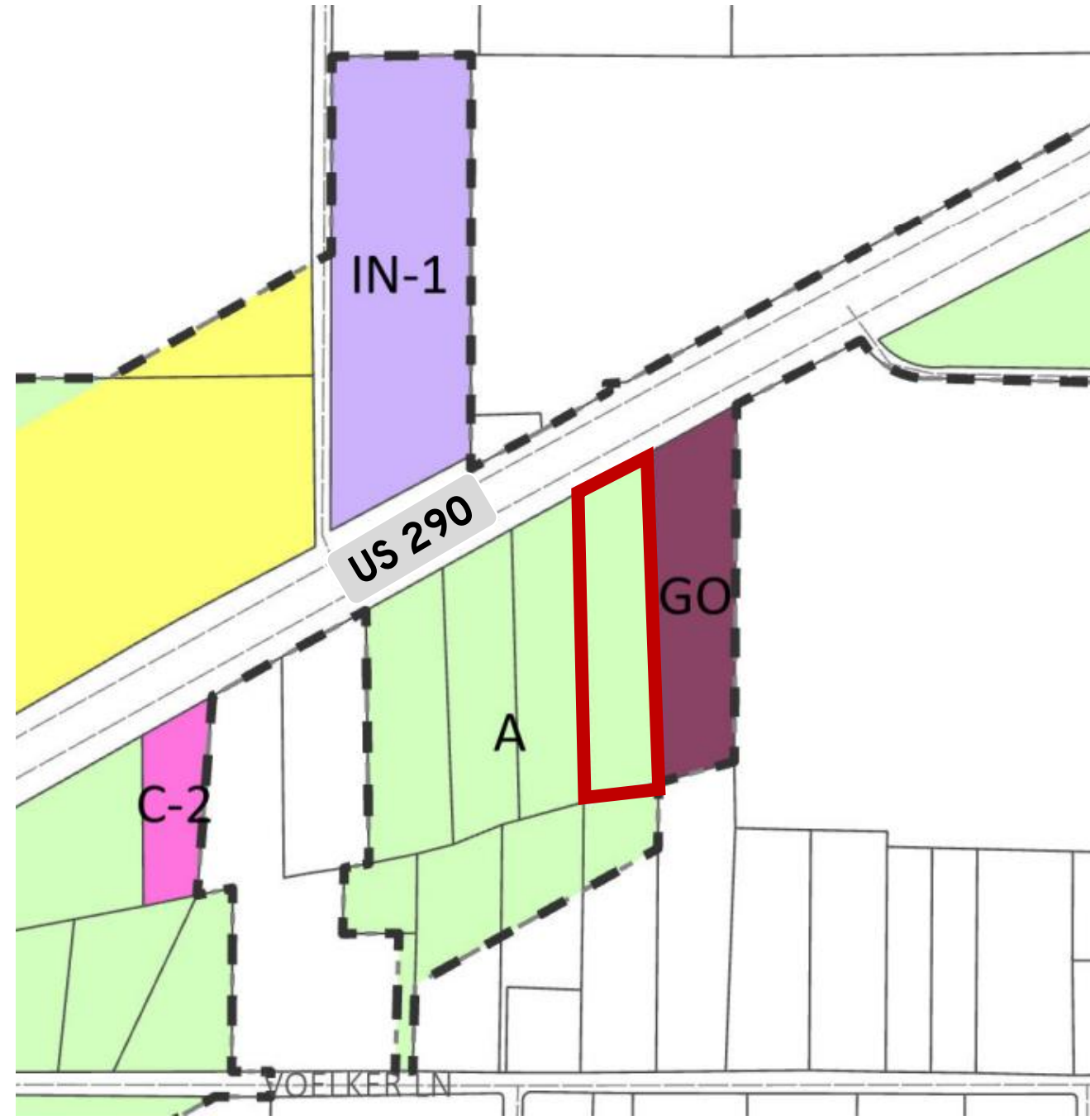
Agricultural (A)

Requesting:

Heavy Commercial (C-3)

“Heavy commercial uses should have direct frontage along major highways.”

§ 14.02.015(a) Manor Code of Ordinances



Future Land Use Map

Commercial Corridor

“This category consists of nonresidential land uses that meet the needs of both local and regional residents”



Future Land Use Map

Land Use Descriptions				
Neighborhoods	Public/Semi-Public	Employment	Commercial Corridor	Manor City Limits
Mixed-Density Neighborhood	Parks and Open Space	Community Mixed-Use		Manor ETJ
Neighborhood Mixed-Use				

- National Equipment Dealers (NED) has over 30 years of industry experience in equipment sales, rentals, and customer support
- Approximately 20-30 employees at this site
- Offers a variety of services including equipment rental, sales, sales of equipment parts, and customer support.

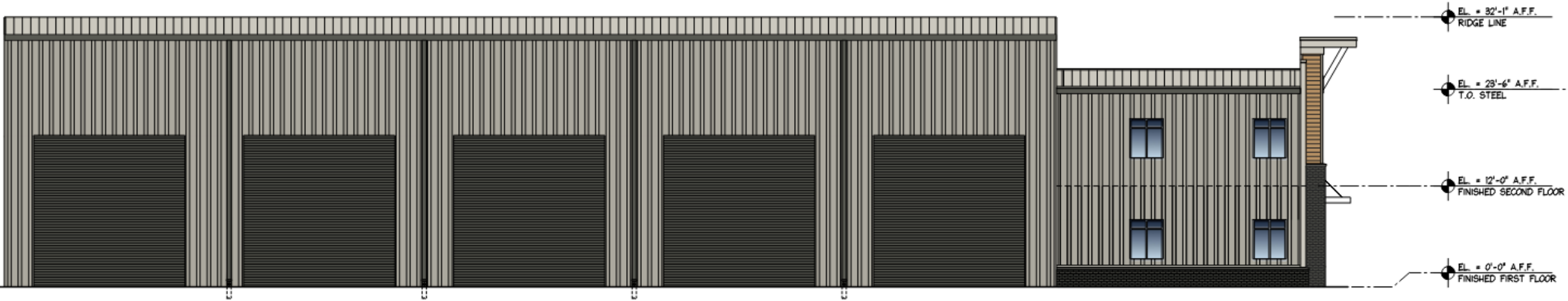


NED Business Operations





Example Building Rendering



Example Building Rendering

June 12 P&Z Meeting Results

Received a positive recommendation with prohibited uses

Staff’s recommended prohibited uses:

- *Adult-Oriented Businesses*
- *Data Center*
- *Light Industrial*
- *Offices, Warehouse*
- *Product Development Services*
- *Research Services*
- *Truck stop or Travel Center*
- *Vehicle Storage Facility*

P&Z’s recommended prohibited uses:

- *Gas Station (full service)*
- *Gas Station (limited);*
- *Alcohol Beverage Establishment Brewery (micro)*
- *Brewery (regional)*
- *Brewpub*
- *Distillery (micro)*
- *Distillery(regional)*
- *Liquor store*

Definition of Uses

- ***Offices, Warehouse:*** a building, or a portion of a building which is a structurally separate and functionally distinct unit, primarily devoted to storage, warehousing and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.
- ***Product Development Services:*** development and testing of non-hazardous products related to research services.
- ***Research Services:*** establishments engaged in research of an industrial or scientific nature not involving or requiring the use of any biological, chemical or other agent that could cause a hazard to adjacent property. Typical uses include electronics research laboratories, and development and testing of computer software packages

Additional Prohibited Uses

“The P&Z Commission felt that alcohol sales were not appropriate for the area and next to heavy machinery sales.”

- We respectfully request to allow these uses to remain in C-3
 - Alcohol-related uses requires separate TABC permit
 - Alcohol-related uses must meet certain conditions at time of Site Plan
 - There is no intent to provide alcohol-related uses in combination with this proposed use
 - ✓ Allowing these uses supports entertainment and commercial redevelopment opportunities in the future

Updated Rezoning Request

Existing:

Agricultural (A)

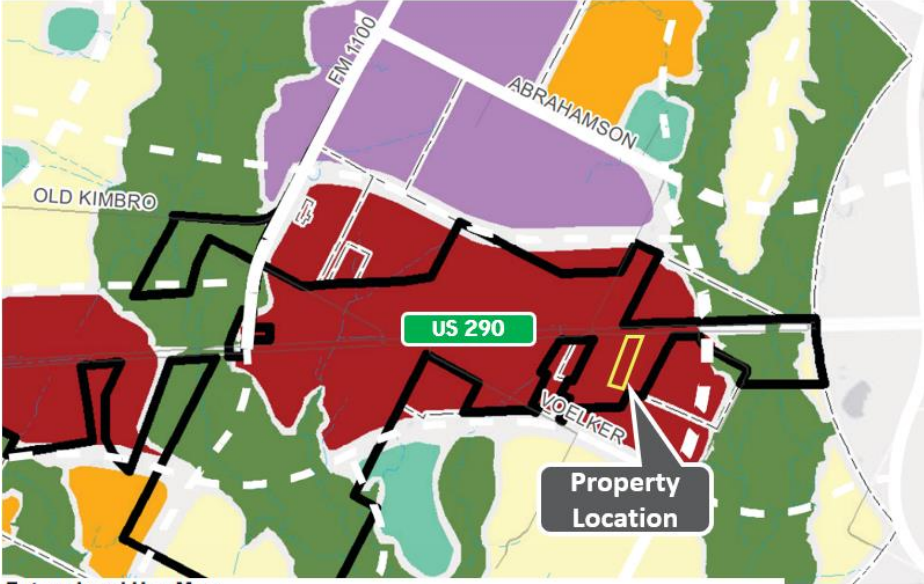
Requesting:

Heavy Commercial (C-3) with the removal of:

- Adult-Oriented Businesses
- Truck Stop or Travel Center
- Vehicle Storage Facility

“Heavy commercial uses should have direct frontage along major highways.”

§ 14.02.015(a) Manor Code of Ordinances



Future Land Use Map

Land Use Descriptions	■ Downtown Mixed-Use	■ Employment	■ Manor City Limits
■ Neighborhoods	■ Public/Semi-Public	■ Commercial Corridor	■ Manor ETJ
■ Mixed-Density Neighborhood	■ Parks and Open Space	■ Community Mixed-Use	
■ Neighborhood Mixed-Use			

Thank you

Jeremy Rogers

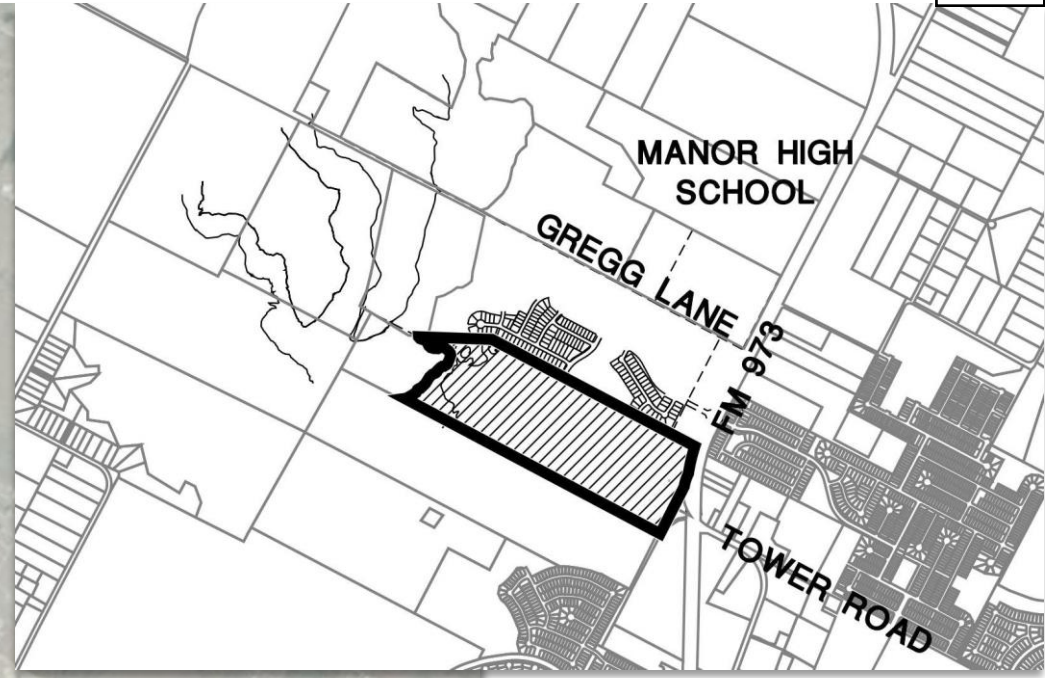
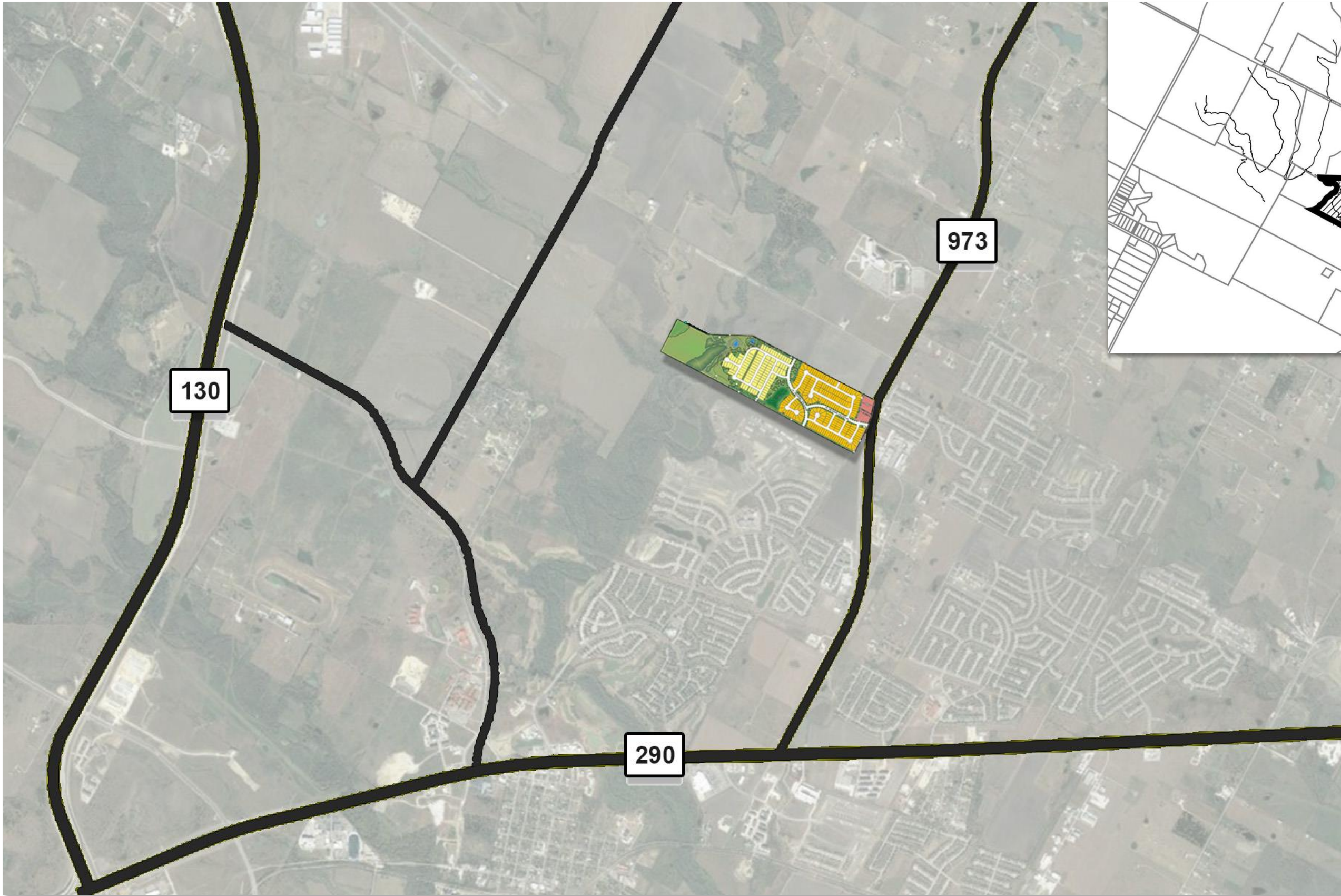
Jeremy.Rogers@kimley-horn.com

Jonathan Sosebee, AICP

Jonathan.Sosebee@kimley-horn.com



OKRA
PLANNED UNIT DEVELOPMENT



The Okra Tract Planned Unit Development (PUD) is comprised of approximately 136.3 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 of the remainder of the property.

REGIONAL CONTEXT / PROPERTY LOCATION



LAND USE SUMMARY		
	ACRES	UNITS
50' x 125' RESIDENTIAL	45.4 acres	208 units
60' x 125' RESIDENTIAL	25.5 acres	101 units
COMMERCIAL	4.1 acres	
MAJOR R.O.W.	5.5 acres	
FLOODPLAIN	31.4 acres	
OPEN SPACE	24.4 acres	
TOTAL:	136.3 acres	309 units

*INCLUDES PARKS, DETENTION, EASEMENTS, DRAINAGE CHANNELS AND LANDSCAPE BUFFERS

LAND USE SUMMARY

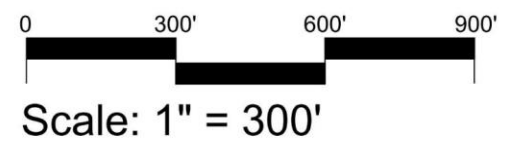


LAND USE PARCEL TABLE

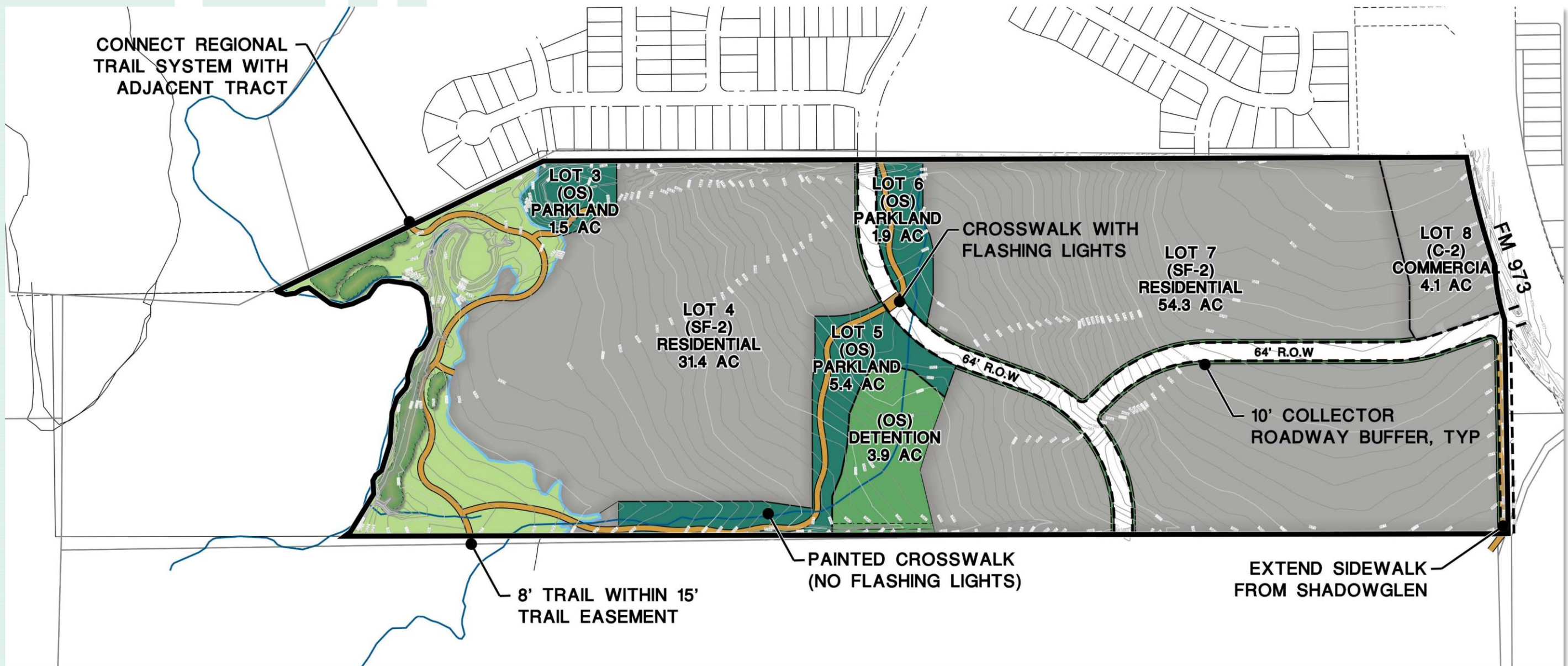
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
(OS) PARKLAND	8.8 ACRES	3 LOTS	
(OS) DETENTION	3.9 ACRES	1 LOTS	
TOTAL	113.4 ACRES		2.9 DU/AC

LEGEND

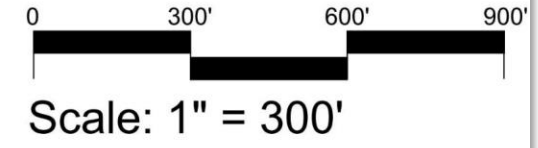
- PLAN BOUNDARY
- PROPOSED RIGHT-OF-WAY
- CITY LIMITS
- 8' TRAILS



LAND USE



PARK PLAN
PARK LAND DEDICATION:



$$\frac{325}{(\text{number of dwelling units})} \div 66 \times 1 = \frac{4.9}{(\text{required park acreage})} \quad \frac{8.8}{(\text{proposed park acreage})}$$

8' CONCRETE TRAILS 4,733 L.F

PARK LAND DEDICATION



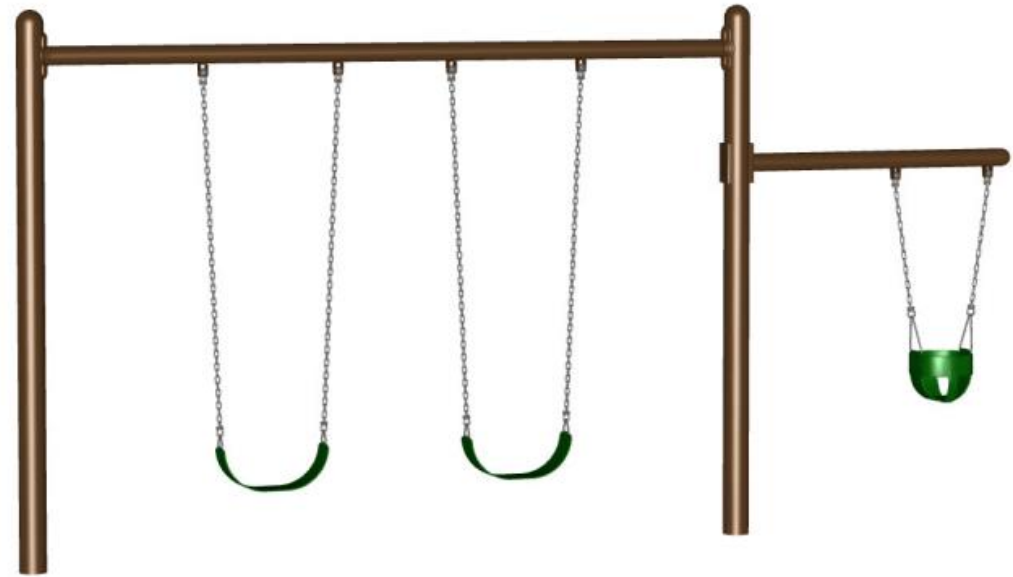
2.5 ACRE PARK Item 1.

- Age 5-12
Playground with shade structure
- Age 2-5
Playground with shade structure
- 20'x30' Pavilion
- Basketball Court



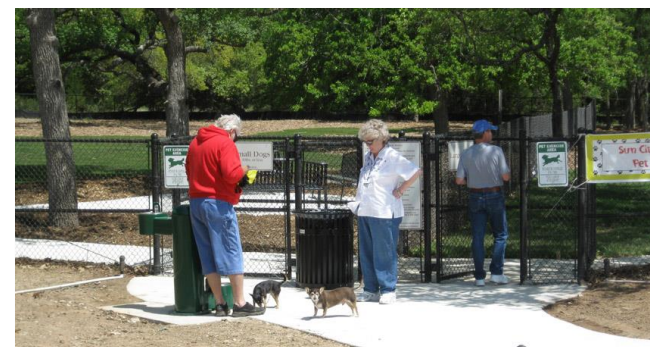
PLAYGROUND CONCEPT

Item 1.



1.0 ACRE DOG PARK Item 1.

- Minimum 10,000 sf fenced in dog park for large and small dogs
- An 8' concrete trail providing pedestrian / bicycle access



Pocket Park





QUESTIONS

PLANNED UNIT DEVELOPMENT



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
JUNE 18, 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
Anne Weir, Place 2
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Denver Collins, Assistant Chief of Police
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Tracey Vasquez, HR Director
Yalondra Valderrama Santana, Heritage & Tourism Manager
Veronica Rivera, Assistant City Attorney

**City Council Called Special Session Minutes
June 18, 2024**

SPECIAL SESSION – 7:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 7:15 p.m. on Tuesday, June 18, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Council Member Wallace gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

EVENTS/ANNOUNCEMENTS

A. The Fourth of July Event, July 4, 2024, at 15317 US Hwy 290E.

Yalondra V. Santana Heritage & Tourism Manager invited the community to attend the Fourth of July Event. The event flyer is attached with details.

B. Movie Night Out Event, June 14 – August 9, 2024, at Timmermann Park

Yalondra V. Santana Heritage & Tourism Manager invited the community to attend the Movie Night Out Event. The event flyer is attached with details.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and opposition to Agenda Items Nos 1-8; 11-12;16,18-21, and 24.

Crista Swier, 15226 N. FM 973, Manor, Texas, submitted a speaker card and expressed her concerns regarding the flooding on her property; stormwater issues, and retention ponds. She also spoke in opposition to Agenda Item No. 21.

No one else appeared at this time.

CONSENT AGENDA

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

- **May 15, 2024, City Council Regular Meeting;**
- **June 1, 2024, City Council and P&Z Commission Joint Workshop; and**
- **June 5, 2024, City Council Regular Meeting**

**City Council Called Special Session Minutes
June 18, 2024**

- 2. Consideration, discussion, and possible action on accepting the May 2024 City Council Monthly Reports.**
- 3. Consideration, discussion, and possible action on accepting the May 2024 Departmental Reports.**
 - **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**
- 4. Consideration, discussion, and possible action on a Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and John and Rita Jonse.**
- 5. Consideration, discussion, and possible action on a Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and Kirk and Cathy Jonse.**

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to accept and approve the Consent Agenda.

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

- 6. Consideration, discussion, and possible action on the Rental Assistance Program for eligible small businesses that relocate to or start-up in the City of Manor.**

The city staff recommended that the City Council approve a grant in the amount of \$7500.00 to E'Styles reimbursed monthly upon request from the owner after proof of payment to the landlord is received by the City.

Economic Development Director Jones discussed the proposed grant.

A discussion was held regarding the allowable monthly amount.

**City Council Called Special Session Minutes
June 18, 2024**

A discussion was held regarding additional payment options for six (6) months, ten (10) months, and twelve (12) months.

A discussion was held regarding the review of the application within six (6) months.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Deja Hill to approve a grant in the amount of \$7500.00 to E'Styles reimbursed monthly upon request from the owner after proof of payment to the landlord is received by the City with the caveat of the Economic Development returning in six (6) months to review and possibly upgrade payment to \$750 a month for the remaining months.

There was no further discussion.

Motion to approve carried 6-1 (Mayor voted against)

7. Consideration, discussion, and possible action on the camera system upgrade for the City of Manor.

The city staff recommended that the City Council approve the camera system upgrade for the City of Manor and approve the service agreement with Absolute Communications & Network Solutions, Inc. in the amount of \$60,645.16 for equipment-install training and \$1,585.00 for wiring to the cameras.

City Manager Moore discussed the proposed service agreement.

A discussion was held regarding warranty and upgrade

A discussion was held regarding cyber security protection.

A discussion was held regarding the proposed microphones for the court's window.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the camera system upgrade for the City of Manor and approve the service agreement with Absolute Communications & Network Solutions, Inc. in the amount of \$60,645.16 for equipment-install training and \$1,585.00 for wiring to the cameras.

There was no further discussion.

Motion to approve carried 7-0

**City Council Called Special Session Minutes
June 18, 2024**

8. Consideration, discussion, and possible action on an ordinance Amending Ordinance No. 421 and Chapter 8 Offenses and Nuisances, Section 8.03 Sex Offender Residency, Changing Designated City Staff, Amending Variance Processes.

The city staff recommended that the City Council approve Ordinance No. 752 Amending Ordinance No. 421 and Chapter 8 Offenses and Nuisances, Section 8.03 Sex Offender Residency, Changing Designated City Staff, and Amending Variance Processes.

Chief of Police Phipps discussed the proposed amendment.

A discussion was held regarding the current city process for variance requests.

A discussion was held regarding the archiving of records.

Ordinance No. 752: An Ordinance of The City of Manor, Texas Amending Ordinance No. 421 and Chapter 8 Offenses and Nuisances, Section 8.03 Sex Offender Residency, Changing Designated City Staff, Amending Variance Processes; Providing a Severability Clause, Providing Savings, Effective Date and Open Meetings Clauses, and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Ordinance No. 752 Amending Ordinance No. 421 and Chapter 8 Offenses and Nuisances, Section 8.03 Sex Offender Residency, Changing Designated City Staff, and Amending Variance Processes.

There was no further discussion.

Motion to approve carried 7-0

9. Consideration, discussion, and possible action on a Bank Depository Agreement renewal with Frontier Bank.

The city staff recommended that the City Council approve a bank depository services agreement with Frontier Bank and the City of Manor with an expiration date of September 30, 2025.

Finance Director Peña discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve a bank depository services agreement with Frontier Bank and the City of Manor with an expiration date of September 30, 2025.

**City Council Called Special Session Minutes
June 18, 2024**

There was no further discussion.

Motion to approve carried 7-0

10. Consideration, discussion, and possible action on a Bank Depository Agreement renewal with Independent Bank.

The city staff recommended that the City Council approve a bank depository services agreement with Independent Bank and the City of Manor with an expiration date of September 30, 2025.

Finance Director Peña discussed the proposed agreement and future bid process. She also mentioned that the name of the bank is Independent Financial.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve a bank depository services agreement with Independent Financial and the City of Manor with an expiration date of September 30, 2025.

There was no further discussion.

Motion to approve carried 7-0

11. Consideration, discussion, and possible action on an Ordinance amending and replacing Ordinance No. 271 to adopt an investment policy for the City of Manor, Texas.

The city staff recommended that the City Council approve Ordinance No. 749 amending and replacing Ordinance No. 271 to adopt an investment policy for the City of Manor, Texas.

Finance Director Peña discussed the proposed agreement and future bid process.

Ordinance No. 749: An Ordinance of The City of Manor, Texas, Amending and Replacing Ordinance No. 271 to Adopt an Investment Policy, Providing a Severability Clause, Providing Savings, Effective Date, and Open Meetings Clauses, and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve Ordinance No. 749 amending and replacing Ordinance No. 271 to adopt an investment policy for the City of Manor, Texas.

There was no further discussion.

Motion to approve carried 7-0

**City Council Called Special Session Minutes
June 18, 2024**

12. Reconsideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe

The city staff recommended that the City Council approve the reconsideration of a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

Development Services Director Dunlop discussed the proposed reconsideration for the Specific Use Request.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Moreno to approve the reconsideration of a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

There was no further discussion.

Motion to reconsider carried 7-0

13. Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe

The city staff recommended that the City Council approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, 8 MPDs, 4 diesel MPDs, and associated parking and drive aisles along with the following conditions: gas canopy rotated 90 degrees and to the side of the primary structure, no overnight truck parking, a minimum of 3 EV charging spaces, and TxDOT traffic improvement as shown on the conceptual site plan.

Development Services Director Dunlop discussed the proposed Special Use request.

A discussion was held regarding the clarification of the amount of EV charging spaces.

A discussion was held regarding the amounts of gas MPDs and diesel MPDs.

**City Council Called Special Session Minutes
June 18, 2024**

Council Member Deja Hill expressed her concerns regarding the traffic and accidents.

A discussion was held regarding the Mexican market building proposal.

Mirza Tahir Baig with PSCE, Inc., spoke in regards to the proposed market building.

A discussion was held regarding TXDOT traffic improvements.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, 8 gas MPDs, 4 diesel MPDs, and associated parking and drive aisles along with the following conditions: gas canopy rotated 90 degrees and to the side of the primary structure, no overnight truck parking, a minimum of 3 EV charging spaces, and TxDOT traffic improvement as shown on the conceptual site plan.

There was no further discussion.

Motion to approve carried 6-1 (Council Member Weir voted against)

Assistant City Attorney Rivera advised that Item No. 14 be moved after the annexation of items No. 15 and 16 due to the Specific Use Request.

At the direction of Mayor Harvey Item No. 15 and Item No. 16 were conducted next.

15. Second and Final Reading: Consideration, discussion, and possible action on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a 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. 750 annexing 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

Development Services Director Dunlop discussed the proposed annexation.

**City Council Called Special Session Minutes
June 18, 2024**

Ordinance No. 750: An Ordinance Of The City Of Manor, Texas Annexing 1.273 Acres Of Land, More Or Less Located In Travis County, Texas Including The Abutting Streets, Roadways, And Rights-Of-Way Into The Corporate Limits Of The City, At The Request Of The Property Owner; Approving An Agreement For The Provision Of Services For The Annexed Area; 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 Wallace and seconded by Council Member Amezcua to approve the second and final reading of Ordinance No. 750 annexing 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

There was no further discussion.

Motion to approve carried 7-0

16. Second and Final Reading: Consideration, discussion, and possible action on an Ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium. Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 751 rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance No. 751: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) and Single-Family Suburban (SF-1) to Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the second and final reading of Ordinance No. 751 rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

A discussion was held regarding residents' concerns.

There was no further discussion.

Motion to approve carried 7-0

City Council Called Special Session Minutes
June 18, 2024

14. Second and Final Reading: Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe

The city staff recommended that the City Council approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, 8 gas MPDs, 4 diesel MPDs, and associated parking and drive aisles along with the following conditions: gas canopy rotated 90 degrees and to the side of the primary structure, no overnight truck parking, a minimum of 3 EV charging spaces, and TxDOT traffic improvement as shown on the conceptual site plan.

Development Services Director Dunlop discussed the proposed Specific Use request.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, 8 gas MPDs, 4 diesel MPDs, and associated parking and drive aisles along with the following conditions: gas canopy rotated 90 degrees and to the side of the primary structure, no overnight truck parking, a minimum of 3 EV charging spaces, and TxDOT traffic improvement as shown on the conceptual site plan.

There was no further discussion.

Motion to approve carried 6-1 (Council Member Weir voted against)

17. First 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 first reading of 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.

Development Services Director Dunlop discussed the proposed annexation request.

**City Council Called Special Session Minutes
June 18, 2024**

Ordinance: 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 Amezcua and seconded by Council Member Wallace to approve the first reading of 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.

There was no further discussion.

Motion to approve carried 7-0

18. First 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 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.

Development Services Director Dunlop discussed the proposed Specific Use Permit.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve 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.

A discussion was held regarding a different type of tenant that could change in the medical office space.

Buck Cody with Endeavor spoke regarding the sales tax that Chipotle would generate for the city and the reasons for the proposed medical office tenant next door.

**City Council Called Special Session Minutes
June 18, 2024**

There was no further discussion.

Motion to approve carried 7-0

19. First 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 first reading of 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 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, and Vehicle Storage Facility.

Development Services Director Dunlop discussed the proposed rezoning request and presented the attached PowerPoint presentation.

The topic of discussion was the following:

- Location
- Zoning
- Future Land Use Map
- NED Business Operations
- Building Rendering Samples
- City Staff and P&Z Commission Recommendations
- Definition of Uses
- Additional Prohibited Uses
- Updated Rezoning Request

A discussion was held regarding P&Z Commission recommendations.

Jeremy Rogers with Kimley-Horn discussed the proposed rezoning request. He asked for the Council to consider keeping the Alcohol Beverage Establishment; Brewery (micro); Brewery (regional); Brewpub; Distillery (micro); and Distillery (regional) uses.

Ordinance: An Ordinance of The City of Manor, Texas, Amending the 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.

**City Council Called Special Session Minutes
June 18, 2024**

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the first reading of 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 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 the proposed business and traffic concerns.

There was no further discussion.

Motion to approve carried 7-0

20. Consideration, discussion, and possible action on a License Agreement for the New Haven Development.

The city staff recommended that the City Council approve a License Agreement for the New Haven Development and authorize the City Manager to execute the agreement.

Development Services Director Dunlop discussed the proposed license agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve a License Agreement for the New Haven Development and authorize the City Manager to execute the agreement.

A discussion was held regarding flooding concerns.

There was no further discussion.

Motion to approve carried 7-0

21. Consideration, discussion, and possible action on a Subdivision Concept Plan for three hundred and twenty-five (325) lots on 113.415 acres, more or less, and being located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX.

Applicant: Jamison Civil Engineering LLC; Owner: Okra Land Incorporated

The city staff recommended that the City Council approve a Subdivision Concept Plan for three hundred and twenty-five (325) on 113.415 acres, more or less, and being located at located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX.

**City Council Called Special Session Minutes
June 18, 2024**

Development Services Director Dunlop discussed the proposed Subdivision Concept Plan and presented the attached PowerPoint presentation.

The topic of discussion was the following:

- Location
- Land Use Summary
- Park Land Dedication
- 2.5 Acre Park Amenities
- 1.0 Acre Dog Park
- Pocket Park

Rachel Shanks with Okra spoke regarding the proposed trail and landscaping design.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve a Subdivision Concept Plan for three hundred and twenty-five (325) on 113.415 acres, more or less, and being located at located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX.

There was no further discussion.

Motion to approve carried 7-0

22. Consideration, discussion, and possible action on a Development Agreement for 14704 US Hwy 290 Development located at 14704 US Hwy 290.

The city staff recommended that the City Council approve a Development Agreement for 14704 US Hwy 290 Development located at 14704 US Hwy 290.

Development Services Director Dunlop discussed the proposed agreement.

Bruce Raney, 14704 Hwy 290, Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the city council.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve a Development Agreement for 14704 US Hwy 290 Development located at 14704 US Hwy 290.

There was no further discussion.

Motion to approve carried 7-0

**City Council Called Special Session Minutes
June 18, 2024**

23. Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Monarch Ranch Commercial Development.

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

Development Services Director Dunlop discussed the proposed deposit agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Monarch Rance Commercial Development and authorize the City Manager to execute the agreement.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey advised that he would be abstaining from discussing and considering the following item. The appropriate Conflict of Interest Affidavit was filled out and filed with the City Secretary.

24. Consideration, discussion and possible action on an Interlocal Agreement Between Manor Independent School District and the City of Manor for the Summer Library Program.

The city staff recommended that the City Council approve the Interlocal Agreement Between Manor Independent School District and the City of Manor and authorize the City Manager to sign the agreement.

City Manager Moore discussed the proposed interlocal agreement.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve the Interlocal Agreement Between Manor Independent School District and the City of Manor and authorize the City Manager to sign the agreement.

A discussion was held regarding clarification on when the funds would be distributed.

A discussion was held regarding Manor ISD providing an updated report after the program.

There was no further discussion.

**City Council Called Special Session Minutes
June 18, 2024**

Motion to approve carried 6-0

25. Consideration, discussion, and possible action on a Sub-Grant Award for the Hazard Mitigation Grant Program (HMGP), 4485, Texas Covid-19 Pandemic.

The city staff recommended that the City Council accept a sub-grant award for the Hazard Mitigation Grant Program (HMGP), 4485, Texas Covid-19 Pandemic., and authorize the City Manager to execute the award letter.

City Manager Moore discussed the award letter.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to accept a sub-grant award for the Hazard Mitigation Grant Program (HMGP), 4485, Texas Covid-19 Pandemic., and authorize the City Manager to execute the award letter.

There was no further discussion.

Motion to accept carried 7-0

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 9:36 p.m. on Tuesday, June 18, 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 - *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; Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding subdivision drainage improvements; and Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Dalfen project* at 9:36 p.m. on Tuesday, June 18, 2024.

The Executive Session was adjourned at 10:39 p.m. on Tuesday, June 18, 2024.

**City Council Called Special Session Minutes
June 18, 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 10:39 p.m. on Tuesday, June 18, 2024.

There was no further discussion, and no action was taken.

ADJOURNMENT

The Special Session of the Manor City Council was Adjourned at 10:39 p.m. on Tuesday, June 18, 2024.

These minutes were approved by the Manor City Council on July 3, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

**JULY 4, 2024
FROM 4 PM TO 10 PM**



4th OF JULY
MANOR

**FOOD • LIVE MUSIC • FUN GAME
MARKET • SKY DIVING SHOW
WATER SLIDES**

FIREWORK SHOW @ 9:30 PM

Live Music By REWIND BAND @ 7:30 PM

Join our America's independence celebration, with various activities, water slides, sky diving show, fireworks show and delicious food that will make your day even more special.

Don't forget to bring your blanket or/& chairs.

15317 Us Hwy 290 E. Manor TX 78653

 City Hall
105 E. Eggleston St., Manor TX, 78653

 (512) 272-5555





SEATING STARTS AT 7:30 P.M. | MOVIE STARTS AT DUSK
TIMMERMANN PARK, 12616 SKIMMER RUN MANOR TX
FREE ADMISSION | BRING YOUR OWN CONCESSIONS
BRING YOUR OWN BLANKET OR CHAIR

Kung Fu Panda 4

The Marvels

League of Super-Pets

Migration



June 14

July 12

July 26

August 9

Please follow these guidelines

- Pets must be on a leash at all times
- Pet owners must pick up after their pets
- No alcohol or glass containers
- Silence your cell phones



MANOR
EST. TEXAS 1872

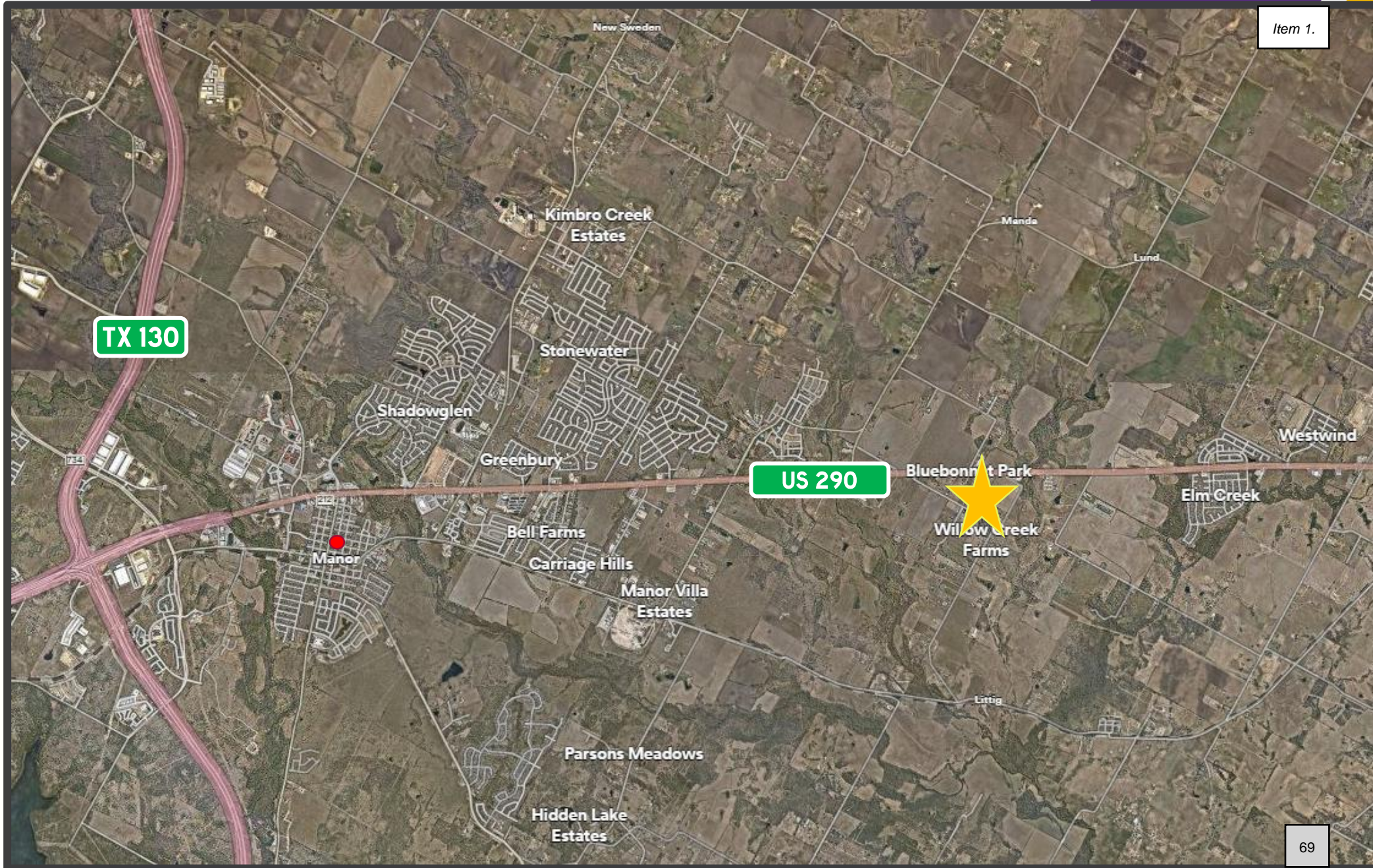
16011 E US HWY 290 Rezoning

2024-P-1643-ZO

June 17, 2024



Location



Zoning

Existing:

Agricultural (A)

Requesting:

Heavy Commercial (C-3)

“Heavy commercial uses should have direct frontage along major highways.”

§ 14.02.015(a) Manor Code of Ordinances



Future Land Use Map

Commercial Corridor

“This category consists of nonresidential land uses that meet the needs of both local and regional residents”



Future Land Use Map

Land Use Descriptions				
Neighborhoods	Public/Semi-Public	Employment	Commercial Corridor	Manor City Limits
Mixed-Density Neighborhood	Parks and Open Space	Community Mixed-Use		Manor ETJ
Neighborhood Mixed-Use				

- National Equipment Dealers (NED) has over 30 years of industry experience in equipment sales, rentals, and customer support
- Approximately 20-30 employees at this site
- Offers a variety of services including equipment rental, sales, sales of equipment parts, and customer support.

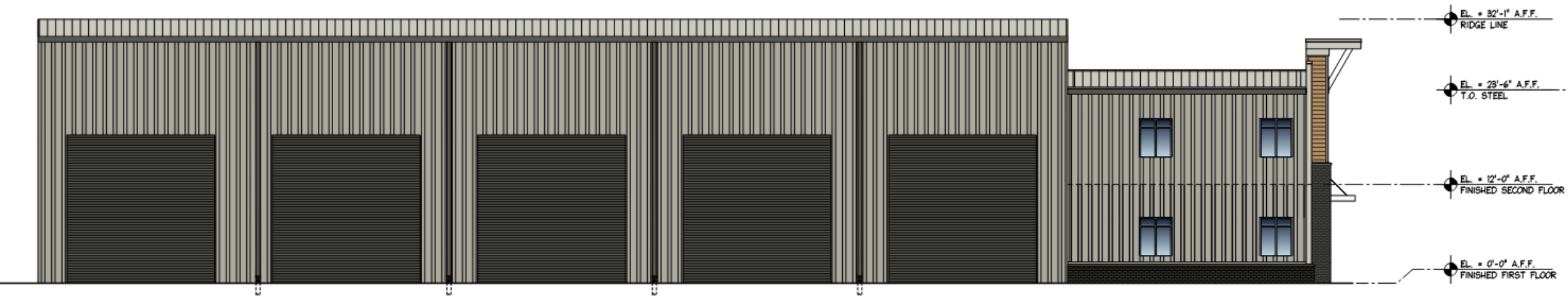


NED Business Operations





Example Building Rendering



Example Building Rendering

June 12 P&Z Meeting Results

Received a positive recommendation with prohibited uses

Staff’s recommended prohibited uses:

- *Adult-Oriented Businesses*
- *Data Center*
- *Light Industrial*
- *Offices, Warehouse*
- *Product Development Services*
- *Research Services*
- *Truck stop or Travel Center*
- *Vehicle Storage Facility*

P&Z’s recommended prohibited uses:

- *Gas Station (full service)*
- *Gas Station (limited);*
- *Alcohol Beverage Establishment Brewery (micro)*
- *Brewery (regional)*
- *Brewpub*
- *Distillery (micro)*
- *Distillery(regional)*
- *Liquor store*

Definition of Uses

- ***Offices, Warehouse:*** a building, or a portion of a building which is a structurally separate and functionally distinct unit, primarily devoted to storage, warehousing and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.
- ***Product Development Services:*** development and testing of non-hazardous products related to research services.
- ***Research Services:*** establishments engaged in research of an industrial or scientific nature not involving or requiring the use of any biological, chemical or other agent that could cause a hazard to adjacent property. Typical uses include electronics research laboratories, and development and testing of computer software packages

Additional Prohibited Uses

“The P&Z Commission felt that alcohol sales were not appropriate for the area and next to heavy machinery sales.”

- We respectfully request to allow these uses to remain in C-3
 - Alcohol-related uses requires separate TABC permit
 - Alcohol-related uses must meet certain conditions at time of Site Plan
 - There is no intent to provide alcohol-related uses in combination with this proposed use
 - ✓ Allowing these uses supports entertainment and commercial redevelopment opportunities in the future

Updated Rezoning Request

Existing:

Agricultural (A)

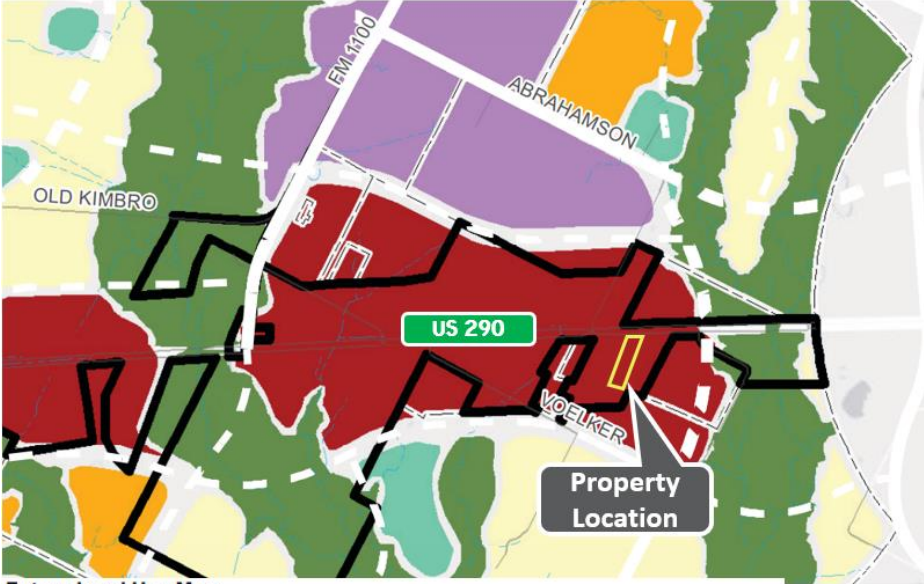
Requesting:

Heavy Commercial (C-3) with the removal of:

- Adult-Oriented Businesses
- Truck Stop or Travel Center
- Vehicle Storage Facility

“Heavy commercial uses should have direct frontage along major highways.”

§ 14.02.015(a) Manor Code of Ordinances



Future Land Use Map

Land Use Descriptions	Downtown Mixed-Use	Employment	Manor City Limits
Neighborhoods	Public/Semi-Public	Commercial Corridor	Manor ETJ
Mixed-Density Neighborhood	Parks and Open Space	Community Mixed-Use	
Neighborhood Mixed-Use			

Thank you

Jeremy Rogers

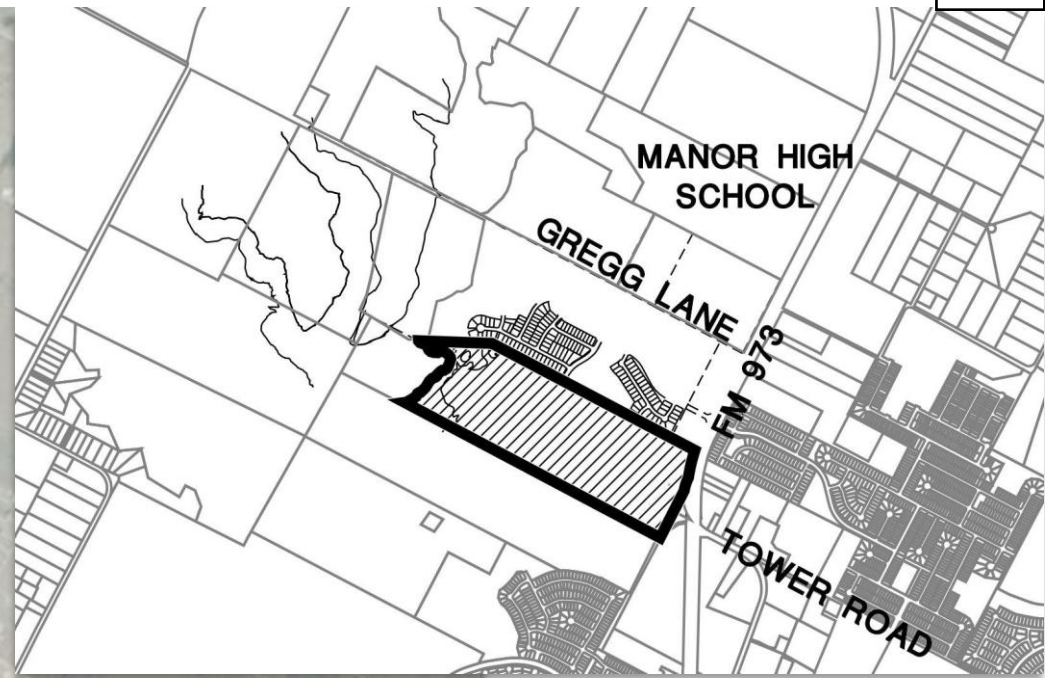
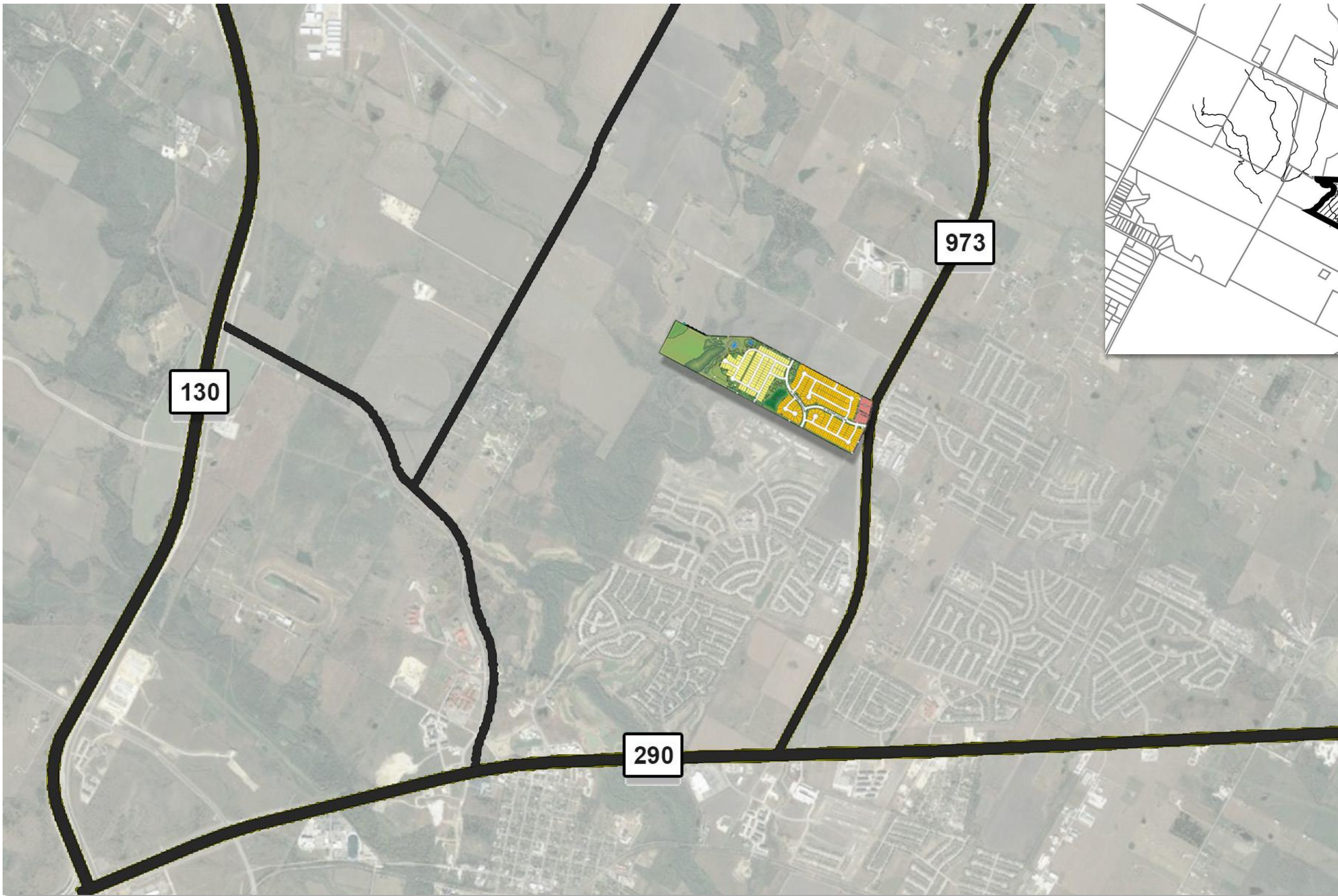
Jeremy.Rogers@kimley-horn.com

Jonathan Sosebee, AICP

Jonathan.Sosebee@kimley-horn.com



OKRA
PLANNED UNIT DEVELOPMENT



The Okra Tract Planned Unit Development (PUD) is comprised of approximately 136.3 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 of the remainder of the property.



LAND USE SUMMARY		
	ACRES	UNITS
50' x 125' RESIDENTIAL	45.4 acres	208 units
60' x 125' RESIDENTIAL	25.5 acres	101 units
COMMERCIAL	4.1 acres	
MAJOR R.O.W.	5.5 acres	
FLOODPLAIN	31.4 acres	
OPEN SPACE	24.4 acres	
TOTAL:	136.3 acres	309 units

*INCLUDES PARKS, DETENTION, EASEMENTS, DRAINAGE CHANNELS AND LANDSCAPE BUFFERS

LAND USE SUMMARY

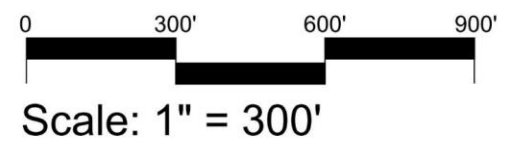


LAND USE PARCEL TABLE

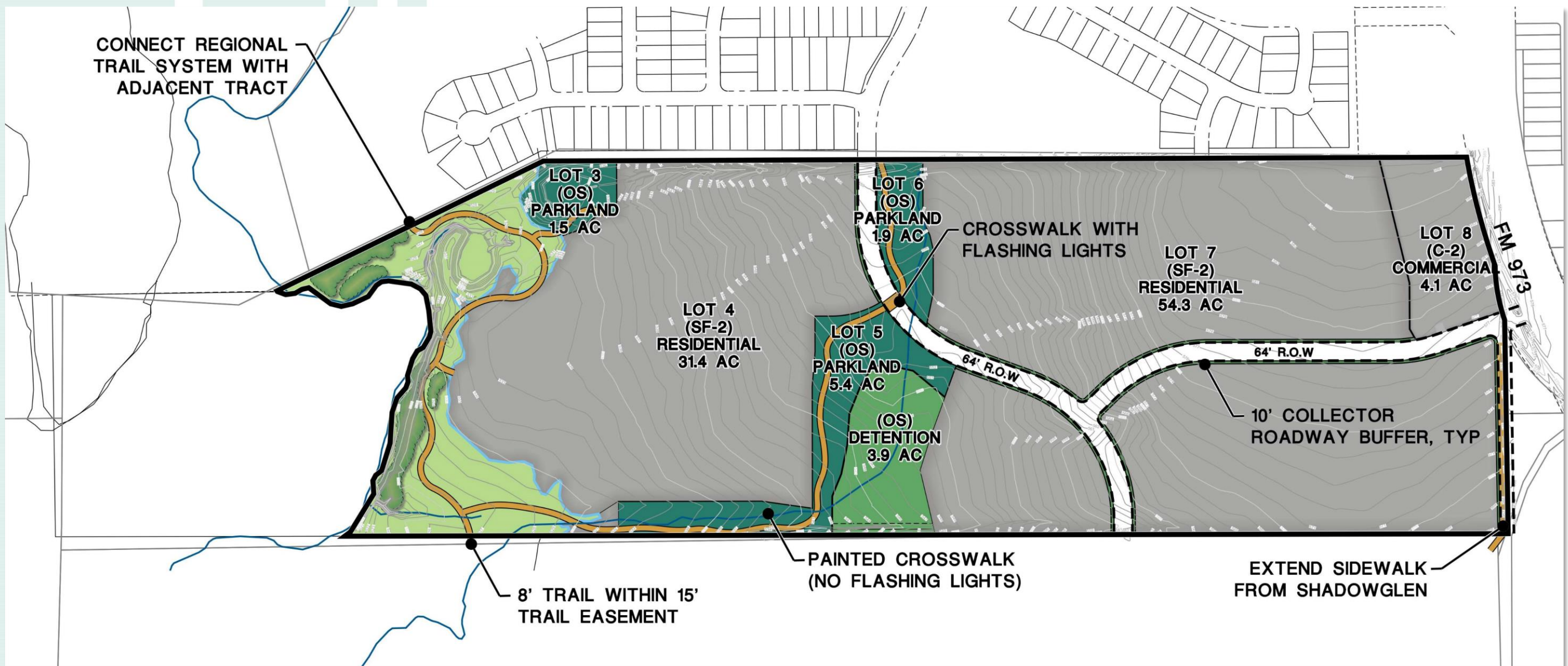
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
(OS) PARKLAND	8.8 ACRES	3 LOTS	
(OS) DETENTION	3.9 ACRES	1 LOTS	
TOTAL	113.4 ACRES		2.9 DU/AC

LEGEND

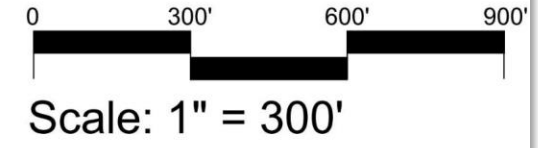
- PLAN BOUNDARY
- PROPOSED RIGHT-OF-WAY
- CITY LIMITS
- 8' TRAILS



LAND USE



PARK PLAN
PARK LAND DEDICATION:



$$\frac{325}{(\text{number of dwelling units})} / 66 \times 1 = \frac{4.9}{(\text{required park acreage})} \quad \frac{8.8}{(\text{proposed park acreage})}$$

— 8' CONCRETE TRAILS 4,733 L.F

PARK LAND DEDICATION



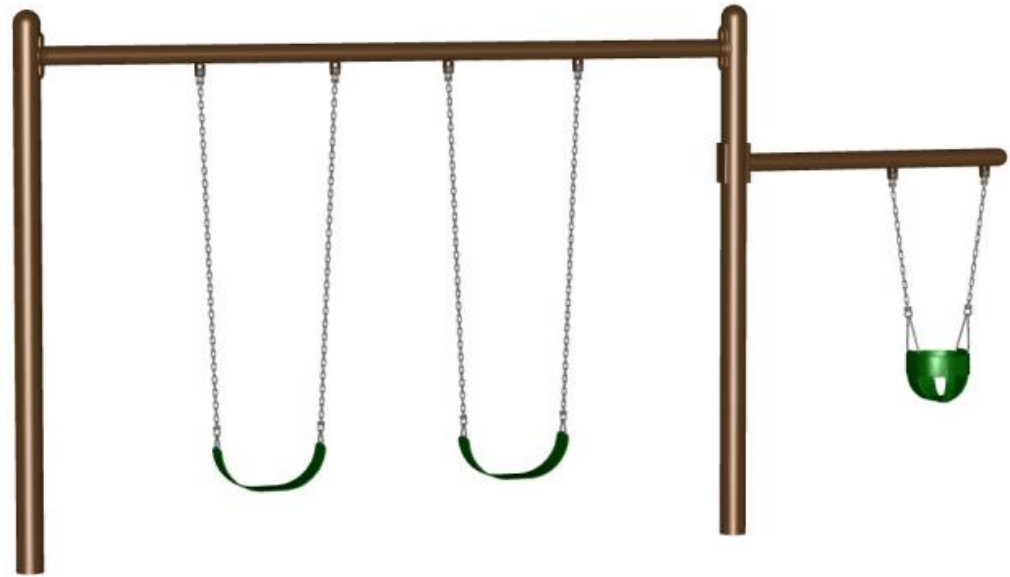
2.5 ACRE PARK Item 1.

- Age 5-12
Playground with shade structure
- Age 2-5
Playground with shade structure
- 20'x30' Pavilion
- Basketball Court



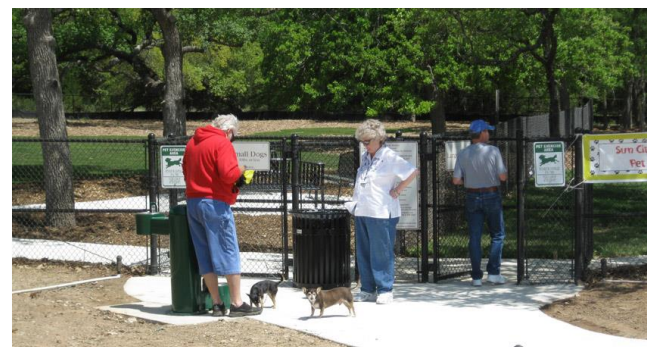
PLAYGROUND CONCEPT

Item 1.



1.0 ACRE DOG PARK Item 1.

- Minimum 10,000 sf fenced in dog park for large and small dogs
- An 8' concrete trail providing pedestrian / bicycle access



Pocket Park





QUESTIONS

PLANNED UNIT DEVELOPMENT

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Tracey Vasquez
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

On March 20, 2024, the City Council approved partnering with HUB International, a third-party consulting firm to issue a request for proposals (RFP) on the City’s behalf to solicit bids from the marketplace for City employee health benefits. An RFP was issued, and proposals were accepted through May 25, 2024. With the assistance of HUB International, the proposals have been thoroughly reviewed. An overview of the responses is provided in the presentation revealing the opportunity to secure the services of two employee insurance benefits providers: United Health Care for medical benefits, and Renaissance for dental, vision, disability, and life insurance benefits.

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

- Presentation for RFPs from employee insurance benefits providers

STAFF RECOMMENDATION:

Staff recommends 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.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**



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
FINANCIALS- Basic + AD&D		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
-----------------------------	-----------------

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



HUB

Advocacy | Tailored Insurance Solutions | Peace of Mind



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Tracey Vasquez, Director
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on 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.

BACKGROUND/SUMMARY:

After more than 25 years of securing employee health benefits through Texas Health (formerly the TML system), a request for proposals (RFP) was released to assess the availability of improved benefits at the same or reduced costs. Proposals were accepted through May 25, 2024. With the assistance of HUB International, the City’s recently contracted benefits evaluator services provider, the responses have been thoroughly reviewed. An overview of the responses is provided revealing the opportunity to secure the services of new employee insurance benefits providers.

Under State law, monies received by insurance providers from customers such as the City’s employees are taxable to the insurer at a rate of 1.75%. To cover the tax expense, the premiums on medical coverages will include ‘premium taxes.’ The tax expense, typically borne by the City is approximately \$20,000 annually. However, the same State law authorizes the exemption of such monies from the law if the City agrees to keep the funds under the ownership and control of a “single, nonprofit trust.”

Thus, Staff has prepared a resolution authorizing the creation of an Employee Benefits Trust authorizing the Trust to act on matters regarding the purchase of insurance benefits for employees, qualified retirees, and their dependents. Establishing the trust will allow the City to obtain the best insurance coverage at a reasonable cost to employees, qualified retirees, and their dependents. Attached to the Resolution is the “Declaration of Trust” document providing the details of authorizations and responsibilities provided under the trust.

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

- Resolution No. 2024-19

STAFF RECOMMENDATION:

City staff recommends 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.

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

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.

WHEREAS, the City of Manor, Texas (the “City”) provides or offers various employee benefits to its employees, including health, dental, and life insurance, and disability benefits; and

WHEREAS, state law imposes a tax upon the receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorizes the exemption of such premiums and revenues from state law, provided that the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, the City Council of the City finds it to be in the public interest to authorize the creation of an Employee Benefits Trust for the reasons provided above.

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

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. Benefits Trust. The City Council hereby authorizes the creation of an Employee Benefits Trust (the “Trust”), designating the City Manager, the Finance Director, and the Human Resources Director of the City 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, all of which is pursuant to the Declaration of Trust attached as Exhibit “A” and incorporated herein as if fully set forth.

Section 3. Severability. 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 to be severable.

RESOLUTION NO. 2024-19

Section 4. Open Meetings. 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, *Chapt. 551, Tex. Gov't. Code.*

PASSED, APPROVED, AND RESOLVED this 3rd day of July 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

**EXHIBIT “A”
DECLARATION OF TRUST**

I.

CREATION OF TRUST

The City of Manor, Texas (“City”), as Settlor or creator of the trust, designates the City Manager, Finance Director, and Human Resources Director of the City to be Trustees and declares that the City holds in trust the funds described in Schedule A attached hereto and incorporated herein by reference, which is the property of the City, and all substitutions and additions to such funds, for the purpose of providing or offering, whether now or possibly in the future, life, disability, medical, dental, vision, accident, and other health benefits to the City’s officers, employees, and qualified retirees and their dependents.

II.

PURPOSE

This is a nonprofit trust created for the purpose of providing or offering, whether now or possibly in the future, City officers, employees, and qualified retirees and their dependents with life, disability, medical, dental, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof. The Trust is intended to qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code (the “Code”).

III.

DURATION

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

IV.

TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS

A. Composition. The Trustees are the members of the City Staff, and each Trustee’s term is contemporaneous with his or her term of employment with the City. Whenever a Trustee ceases to be an employee of the City, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust.

RESOLUTION NO. 2024-19**Page 4**

B. Officers. The City Manager shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees at a duly called meeting at which a quorum is present. The Human Resources Director shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The Finance Director shall serve as Secretary. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

C. Compensation. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees.

D. Meetings. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least three (3) days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

V.**RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING**

A. Rights, Powers, and Duties. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties, but only to the extent permissible for a single purpose non-profit trust under Section 222.002(c)(5) of the Texas Insurance Code:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.

2. The Trustees have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts, leases, and agreements or any other legal documents herein authorized shall be approved by the Trustees by majority vote at a duly called meeting at which a quorum is present and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.

3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Section II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing or offering benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide or offer coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees and qualified retirees, and their dependents.

RESOLUTION NO. 2024-19**Page 5**

4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.

5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing or offering life, disability, medical, dental, accident, and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration, administrative services, and any other services that the Trustees shall deem expedient for the proper operation of the Trust. When required by law or desired by the Trustees, the Trustees shall seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall abide by the City's investment policy. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.

7. The Trustees may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the Trust itself to cover liability or losses incurred by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the Trustees must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.

8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.

9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.

10. The Trustees have the authority to terminate the Trust at any time.

11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Section IX herein.

B. Quorum and Voting. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI.**BENEFICIARIES**

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, medical, dental, accident, or other health benefits plan purchased or adopted by the Trust (also called “covered persons” herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

VII.**TRUST FUNDS**

The Trust funds consist of the funds described in Schedule A attached hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The funds of the Trust shall not inure to the benefit of, or be distributed to, any private person except for the payment of necessary costs and benefits described below. The Trustees may use the Trust’s funds as follows:

1. to pay premiums on group health, accident, and life policies or contracts; and
2. to make authorized investments and pay fund management fees from the proceeds of the investment.

VIII.**LIABILITY OF TRUSTEES AND OFFICERS**

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder, and they shall not be liable for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (“Proceeding”), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee

was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

IX.

AMENDMENT, REVOCATION AND TERMINATION

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Section II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees. Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and then either apply any remaining balance of the funds to provide the benefits described herein or transfer such funds to a successor whose income is excluded under Section 115(1) of the Code. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations, may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established by the City for a substantially similar purpose to be applied for uses substantially similar to those set forth in Section II herein.

X.

GOVERNING LAW

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

XI.

MISCELLANEOUS

A. Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

B. The captions or headings above the various Sections of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Section but shall not be used in construing this Declaration Trust.

RESOLUTION NO. 2024-19**Page 8**

C. If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect as far as is legally possible.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

RESOLUTION NO. 2024-19

IN WITNESS HEREOF, the undersigned parties have executed this Declaration of Trust, consisting of ten (10) pages and Schedule A attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

Dr. Christopher Harvey, Mayor, Settlor

Date

Scott Moore, Trustee

Date

Belen Peña, Trustee

Date

Tracey Vasquez, Trustee

Date

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2024, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas on behalf of the City.

Notary Public In and For the State of Texas

(SEAL)

RESOLUTION NO. 2024-19

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this _____ day of _____, 2024, by Scott Moore, City Manager of the City of Manor, Texas on behalf of the City.

Notary Public In and For the State of Texas

(SEAL)

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this _____ day of _____, 2024, by Belen Peña, Finance Director of the City of Manor, Texas on behalf of the City.

Notary Public In and For the State of Texas

(SEAL)

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this _____ day of _____, 2024, by Tracey Vasquez, Human Resources Director of the City of Manor, Texas on behalf of the City.

Notary Public In and For the State of Texas

(SEAL)

SCHEDULE A

The following is a list of the assets initially transferred by the City of Manor, Texas, to the Trust:

City of Manor’s first month (**October 2024**) contributions for Employee and Dependents Medical/Pharmacy Benefits, Dental Benefits, Vision Benefits, Life Insurance Benefits, and Long-Term Disability Benefits.

City of Manor’s Employee and Dependents first month (**October 2024**) of Plan Year’s payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Vision Benefits, and Life Insurance Benefits, and Long-Term Disability Insurance Benefits.

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
DEPARTMENT: Community Development

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

At its June 5th City Council Meeting, the city staff provided a presentation on the creation of the Manor Youth Advisory Commission which is a program that was created by TML in 1993. City Council asked for additional information regarding what the program would look like in the City of Manor. The attached resolution and exhibits are provided to the City Council for consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Budget FY24-25
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2024-20
- Youth Advisory Commission Program
- Bylaws
- Application

STAFF RECOMMENDATION:

Staff recommends 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 _____ as the City staff liaison; and providing for related matters.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**

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.

WHEREAS, the City of Manor, Texas (the “City”) is a home rule municipality; and

WHEREAS, the City Council of the City (the “City Council”) desires to create the Manor Youth Advisory Commission (“YAC” or the “Commission”) and establish the Manor Youth Advisory Commission Program (the “YAC Program”) for the purpose of providing opportunities to the youth of the community through volunteerism and service to empower their development; and

WHEREAS, the City Council finds that the creation of the YAC and the establishment of the YAC Program is in the best interest of the youth of the City and will assist with youth issues, assist in minimizing community problems relating to youth, while engaging in positive growth and development in a drug and alcohol-free environment; and

WHEREAS, it is the intent of the City Council that the creation of the Commission and establishment of the YAC Program will attain the goals referenced above and will provide the City Council with valuable citizen input related thereto.

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

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

SECTION 2. The City Council hereby creates the Manor Youth Advisory Commission (“YAC” or the “Commission”) as a commission of the City to provide the youth of the community opportunities through volunteerism and service by taking initiatives that are directed toward effective and positive change, while developing leadership skills and experience.

SECTION 3. The City Council hereby establishes the Manor Youth Advisory Commission Program (the “YAC Program”) as further described in **Exhibit A**, attached hereto and incorporated herein as if fully set forth and approves the branding contained therein.

RESOLUTION NO. 2024-20**Page 2**

SECTION 4. The City Council hereby approves the form bylaws provided in **Exhibit B**, attached hereto and incorporated herein as if fully set forth.

SECTION 5. The City Council hereby approves the application provided in **Exhibit C**, attached hereto and incorporated herein as if fully set forth and the application process further described in YAC Program and bylaws.

SECTION 6. The City Council hereby selects and appoints _____ as the City Staff Liaison. The City Staff Liaison will serve as a mentor, leader, and coordinator for the Commission. The City Staff Liaison shall appoint the appointed members of the Commission who will act as a conduit between the Commission, the City, and the City Council while playing an integral role in the overall operation and administration of the Commission.

SECTION 7. The City Council hereby declares that the Commission shall perform the following functions and/or any other functions the City Council deems appropriate:

- Advise the City Council on issues being faced by the youth of the community;
- Provide volunteering and service opportunities to the youth of the community;
- Coordinate with the City to allow members to engage in civic projects;
- Allow for member participation in social, cultural, and recreational activities;
- Create drug and alcohol-free environments for the members to engage in; and
- Establish a system for members to acquire volunteer hours for their participation time.

SECTION 8. The City Council hereby declares that the Commission will be made up as follows:

(a) Eight commissioners made up of the following officers: Chairperson, Vice-Chairperson, Secretary, Treasurer, Sergeant at Arms, Public Relations Officer, Team Building Leader, and Park Ambassador Leader. The Chairperson, Vice-Chairperson, Secretary, and Treasurer shall be elected. The Sergeant at Arms, Public Relations Officer, Team Building Leader, and Park Ambassador Leader shall be appointed. All commissioners shall be selected through an open application process at the beginning of the school year.

(b) Unlimited resource committee members composed of the City of Manor's youth in grades 8th through 12th that are students in either in the Manor Independent School District, a charter school, or home schooled; and are City of Manor residents. Resource committee members will be selected through an open application process throughout the year and may serve in full capacity after being accepted to join the program.

SECTION 9. The City Council hereby declares that the Commission shall perform the following:

- (a) The Commission shall hold meetings at least monthly from August to May at places

RESOLUTION NO. 2024-20

that it may designate. All meetings shall be in conformance with the Texas Open Meetings Act.

(b) The Commission shall submit and present to the City Council a written report of its activities for the previous six months by the 2nd monthly City Council Meeting of February each year. The Commission shall submit and present to the City Council a written report of its activities for the previous year and an annual plan of work for the ensuing year by the 2nd monthly City Council Meeting of September each year.

(c) The Commission shall create social media platforms approved by the City’s IT Department. The platforms shall be used solely for the purpose of promoting effective communication, maintaining respectful dialogue or community discussion, and facilitating the exchange of information with the general public in an open forum. The Public Relations officer who is appointed shall be responsible for managing The Commission’s social media platforms.

SECTION 10. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 3rd day of July 2024, at which a quorum was present, and for which due notice was given pursuant to Texas Government Code, Chapter 551.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia Almaraz, City Secretary

RESOLUTION NO. 2024-20

**Exhibit A
Manor Youth Advisory Commission Program
[attached]**

RESOLUTION NO. 2024-20

**Exhibit B
Bylaws
[attached]**

**Exhibit C
Manor YAC Application
[attached]**

Manor Youth Advisory Commission PROGRAM

INTENT

The Manor Youth Advisory Commission (YAC) is a leadership and advisory body to the Manor City Council. It serves as an advisor to the City Council on youth issues and serves as a means for youth engagement in Manor. The YAC is also intended to assist in minimizing community problems relating to youth, while encouraging positive growth and development. Members participate in social, cultural, and recreational activities that are meant to empower them in a drug and alcohol-free environment. Serving on the YAC gives youth the opportunity to have an official voice in shaping the quality of life in Manor.

PURPOSE & MISSION

- To provide the youth of our community opportunities through volunteerism and service by taking initiatives that are directed toward effective and positive change.
- It provides cities with energetic volunteers for civic projects, gives city leaders a fresh viewpoint on issues challenging our cities, and creates a sense of accomplishment for our youth.
- YAC participates in social, cultural, and recreational activities that are meant to empower them in a drug and alcohol-free environment.
- Members gain volunteer hours through their participation in the program. In addition, members gain leadership skills and experience.

YAC 5 CORE VALUES

1. Empowerment: YAC empowers young individuals by providing them with a platform to actively participate in local governance and decision-making processes.
2. Engagement: YAC encourages active involvement and collaboration among youth, fostering camaraderie and a sense of community.
3. Youth Voice: YAC amplifies the voices of young people, ensuring their perspectives are heard and considered in matters affecting their city.
4. Leadership Development: YAC aims to nurture leadership skills among its members, equipping them to make a positive impact in their community.
5. Community Service: YAC engages in meaningful service projects that benefit the community, reinforcing the importance of civic responsibility and giving back.

YAC CITY LIAISON

The City Staff Liaison is the conduit between a board, the City and City Council. This position plays an integral role in the overall operation and administration of a board.

YAC City Liaison is a city staff person assigned by city council and the city manager to serve as a mentor, leader, and coordinator to YAC.

This position is responsible for managing the day-to-day and communicate with members, city council, city manager, and other necessary contacts.

Manor’s City Council and City Manager staff appointee:

Staff Name: _____

Title: _____

Department: _____

MEMBERSHIP

YAC membership is composed of Manor youth in grades 8th through 12th are students in either the Manor Independent School District (MISD), a charter school, or home schooled; and are City of Manor residents.

- Different membership levels:
 - YAC Commissioners
 - Members selected by the City Council members, Mayor, City Manager and City Staff Liaison and appointed by the City Council to represent the City of Manor’s youth through a screen and interview process.
 - Commissioners are the only members allowed to vote, and their primary purpose is to represent the interest of the resource members and the youth of Manor.
 - YAC Resource Member
 - The resource members help YAC Commissioners achieve YAC's goals and uphold the YAC mission.
 - YAC Officers
 - There are two (2) types of YAC officers: elected by fellow commissioners & appointed by the City Staff Liaison.
 - Elected Positions: Chair, Vice-Chair, Secretary, and Treasurer.
 - Appointed Positions: Sergeant at Arms, Boards Representatives, Public Relations, Team Building and Park Ambassador

YAC OFFICERS

- Elected Officers
 - Chairperson—Chairperson is an elected position. This position is the executive officer of the Manor Youth Advisory Commission (YAC). The chairperson presides and conducts all meetings and should understand Robert’s Rules of Order and parliamentary procedure well. The chairperson shall supervise the business and affairs of the YAC and work with fellow commissioners and adult leaders in planning projects and programs. The chairperson shall be the spokesperson for the YAC; therefore, good communication skills are essential. The chairperson shall attend necessary meetings as the YAC spokesperson. The chairperson will make the Biannual Report to the Manor City Council in February and September.

- Vice-Chairperson—Vice-Chairperson is an elected position. The vice-chairperson shall assume the duties of the chairperson in his/her absence and shall assist the chairperson in the general supervision of the YAC's projects and programs. The vice-chairperson shall perform other duties as assigned by the chairperson or members of the YAC.
- Secretary—Secretary is an elected position. The secretary shall record the minutes and notes of each YAC meeting accurately. The minutes should contain information concerning each discussion and action item on the agenda. They should be typed and submitted to the YAC City Staff Liaison within 3 days after the meeting.
- Treasurer—Treasurer is an elected position. The treasurer shall give a monthly finance report to the YAC. The treasurer will not be responsible for handling the money except during special events or projects. The treasurer will count the money and turn it over to the YAC City Staff Liaison after the event.
- Appointed Positions
 - Sergeant at Arms (SAA)—Sergeant at Arms is an appointed officer position, not elected. The SAA shall ensure that meetings are conducted in an orderly fashion according to Robert's Rules of Order. Anyone interrupting the meeting will be asked to leave by the Sergeant at Arms.
 - Public Relations— Public Relations is an appointed officer position, not elected. This position shall be the spokesperson for the YAC when the Chair is unable to fulfill this obligation; therefore, good communication skills are essential. In addition, this position will coordinate and plan for recruitment events/activities for YAC.
 - Team Building Leader—Team Building Leader is an appointed officer position, not elected. This position coordinates special activities for YAC members to strengthen unity, help acclimate new members, and break the ice for special events. This individual is in charge of the FUN!
 - Park Ambassador Leader—Park Ambassador Leader is an appointed officer position, not elected. This position leads the Park Ambassador program within YAC and leads the group in focusing on park stewardship.

BYLAWS

The Youth Advisory Commission (YAC) shall adopt bylaws subject to City Council approval.

BRANDING

The Youth Advisory Commission (YAC) shall be the following:





YEARLY PROJECTS & INITIATIVES

Projects

- Youth Leadership Workshops
- Special Needs Projects
- Global Youth Services Day (GYSD)
- Presidential Volunteer Service Award Ceremony (PVSA)
- Youth Conference/Fair/Summit
- Environmental Projects

Initiatives

- Youth Leadership Opportunities
- Healthy Body, Healthy Mind, Healthy Soul, Healthy Life
- Park Ambassadors
- Create an inclusive environment
- Create a safe platform and environment for Manor's youth to have a voice

IMPLEMENTATION PROCESS

The commission consists of three (3) faces of implementation:

1. Manor City Council adopting the program
2. Educate & Recruit
3. Training

1. The YAC program shall be adopted through a resolution passed by City Council.

2. Educate & Recruit

a. Educating the public on what, how, and why is an important step for the success of the YAC program. We will educate the public through:

- Open House meetings
- Printed and digital marketing
- City Website

b. Recruitment processes a week after the program is adopted by Manor's City Council. This process will consist of:

- Digital promotion & marketing
- Printing marketing
- News Articles
- Promotions through Manor ISD
- Tabling Events/Opportunities
- Participate in School Campus Events
- City Sponsored Events

3. Training for members will be facilitated by the YAC City Staff Liaison. Multiple training sessions will be scheduled as needed for the members. The following training (but is not limited to) will be provided to the members:

- a. YAC Bylaws
- b. Commissioner
- c. Robert Rules of Order
- d. Open Meetings Act
- e. City Social Media Policy
- f. Leadership Skill
- g. Code of Conduct
- h. Event/Activities Planning & Coordination

Manor Youth Advisory Commission

Bylaws

SECTION 1

There is hereby created a Youth Advisory Commission (YAC), also referred to as the Commission, for the City of Manor, Texas. The Commission will consist of eight (8) commissioners and an unlimited number of resource committee members, all of whom shall be students in the 8th through 12th grade levels of the Manor Independent School District and Manor City Limits.

SECTION 2

All commissioners will be selected via an open application process at the beginning of the school year and may serve in a nonofficial capacity until they take office in October. Applications may be submitted through the Commission or the City Council. Selection criteria will be based upon their abilities in leadership and community involvement. Prospective Commissioner Applicants will be interviewed by the Mayor, two City Council members, and the YAC City Staff Liaison. The interview process should be completed no later than September 30th of the appointment year. If the above panel cannot complete the interviews by the stated time, the interviews will be made by the City Manager and YAC City Staff Liaison. All Commissioners shall be appointed by the City Council.

Resource committee members will also be selected via an open application process throughout the year and may serve in full capacity after being accepted to join the program.

SECTION 3

The term of office for each member shall be one year, or until his/her successor is duly appointed and qualified. Youth Advisory Commission members shall be appointed as set forth in Section 2. However, whenever a vacancy occurs prior to the expiration of a term, an appointment shall be made by the City Council application review committee for the remainder of the unexpired term, subject to confirmation by City Council.

SECTION 4

All commissioners must meet the following requirements each elected year to maintain a commissioner status. If requirements are not met, on the following year the commissioner will not be allowed to run for any officer positions. The commissioner will have one year to redeem him/herself. If the commissioner cannot meet the requirements again, he/she will not be allowed to return the following year as a commissioner.

- Commissioners are required to:
 - a. Complete 50 or more volunteer service hours throughout the year within the program or with another program approved by the YAC City Staff Liaison;

- b. Attend Four (4) Manor City Council meetings during the year;
- c. Maintain an attendance rate of at least 75% in the Youth Advisory Commission monthly meeting; and
- d. Attend mandatory events/activities/meetings.

SECTION 5

The Youth Advisory Commission shall elect from its commissioner membership a Chairperson, Vice-Chairperson, Secretary, and Treasurer for one-year terms of office commencing the first meeting after being sworn into office. The meeting will be held by the YAC City Staff Liaison. The YAC City Staff Liaison will conduct a ballot election and will announce the winners by the conclusion of the meeting. A commissioner shall be eligible for reelection to any of these offices as long as he/she remains on the Commission.

SECTION 6

The function of the Commission shall be to serve as a liaison between City Council and the youth of the community on issues affecting youth, and to encourage the positive growth and development of youth by involving them in social, cultural, recreational, and other drug-and alcohol-free activities. When requested by City Council or the City Manager, the Commission shall give advice and assistance on matters concerning the needs of youth.

SECTION 7

The Commission shall hold meetings at least monthly from August to May of each year at times and places it may designate. All meetings of the Commission shall be in accordance with the Texas Open Meetings Act. At all meetings of the Commission, the presence of a majority of the commissioners then in office shall be necessary and sufficient to constitute a quorum. Special meetings of the membership shall be called by the Chairperson, Vice-Chair, or a commissioner. No business other than that specified in the notice of the meeting will be transacted. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the YAC City Staff Liaison as required in the Bylaws.

SECTION 8

Elected Officers Positions:

- a. Chairperson—Chairperson is an elected position. This position is the executive officer of the Manor Youth Advisory Commission (YAC). The chairperson presides and conducts all meetings and should understand Robert’s Rules of Order and parliamentary procedure well. The chairperson shall supervise the business and affairs of the YAC and work with fellow commissioners and adult leaders in planning projects and programs. The chairperson shall be the spokesperson for the YAC; therefore, good communication skills are essential. The chairperson shall attend necessary meetings as the YAC spokesperson. The chairperson will make the Biannual Report to the Manor City Council in February and September.

- b. Vice-Chairperson—Vice-Chairperson is an elected position. The vice-chairperson shall assume the duties of the chairperson in his/her absence and shall assist the chairperson in the general supervision of the YAC's projects and programs. The vice-chairperson shall perform other duties as assigned by the chairperson or members of the YAC.
- c. Secretary—Secretary is an elected position. The secretary shall record the minutes and notes of each YAC meeting accurately. The minutes should contain information concerning each discussion and action item on the agenda. They should be typed and submitted to the YAC City Staff Liaison within 3 days after the meeting.
- d. Treasurer—Treasurer is an elected position. The treasurer shall give a monthly finance report to the YAC. The treasurer will not be responsible for handling the money except during special events or projects. The treasurer will count the money and turn it over to the YAC City Staff Liaison after the event.

Appointed Officers Positions:

- a. Sergeant at Arms (SAA)—Sergeant at Arms is an appointed officer position, not elected. The SAA shall ensure that meetings are conducted in an orderly fashion according to Robert's Rules of Order. Anyone interrupting the meeting will be asked to leave by the Sergeant at Arms.
- b. Public Relations (PR)—Public Relations is an appointed officer position, not elected. This position shall be the spokesperson for the YAC when the Chair is unable to fulfill this obligation; therefore, good communication skills are essential. In addition, this position will coordinate and plan for recruitment events/activities for YAC.
- c. Team Building Leader (TBL)—Team Building Leader is an appointed officer position, not elected. This position coordinates special activities for YAC members to strengthen unity, help acclimate new members, and break the ice for special events. This individual is in charge of the FUN!
- d. Park Ambassador Leader (PAL)—Park Ambassador Leader is an appointed officer position, not elected. This position leads the Park Ambassador program within YAC and leads the group in focusing on park stewardship.

SECTION 9

In the performance of its function, the Commission is authorized to make recommendations to the City Council and/or the City Manager on:

- a. Policy matters affecting the youth of the community.
- b. Planning, organizing, coordinating, and carrying out drug-and-alcohol-free social, cultural, recreational, and other activities for the youth of the community.
- c. Establishing guidelines, rules, and procedures for participation in such activities.
- d. Entering into agreements with entertainers, concessionaires, and other third parties as may be deemed desirable by the Commission within available funds and in accordance with applicable State and City laws and procedures.

SECTION 10

The Commission shall submit and present to the City Council a written report of its activities for the previous six months by the 2nd monthly City Council Meeting of February of each year. These documents shall be retained as a part of the official City records.

By the 2nd monthly City Council Meeting of September of each year, the Commission shall submit and present to City Council a written report of its activities for the previous year and an annual plan of work for the ensuing year. These documents shall be retained as a part of the official City records.

SECTION 11

The City Council approved the Commission's creation of social media platforms approved by the City IT Department. The platforms' main goals are to promote effective communication, maintain respectful dialogue/community discussion, and facilitate the exchange of information with the general public in an open forum. The Commission's social media platform will adopt the City's Social Media Policy.

The Public Relations appointee is responsible for managing the Commission's social media platforms under the supervision of the YAC City Staff Liaison.

SECTION 12

The Commission shall adopt its own branding, which shall comply with the City of Manor branding subject to the approval of City Council. Any change to the Commission's branding is subject to the approval of the City Council.

SECTION 13

Subject to the approval of the City Manager, the City's facilities and personnel shall be made available to assist the Commission in carrying out its functions.

SECTION 14

The Commission is authorized annually to amend its bylaws, rules, and procedures to conduct its authorized activities, subject to the approval of the City Council.

SECTION 15

City Council will assign a yearly budget for the Commission to use to perform its functions, including, but not limited to, leadership training, recruitment activities, uniforms, youth-related events, yearly projects, and initiatives, attend the TML Youth Summit, and more.

SECTION 16

Officers & Commissioner members are subject to the attendance policy and procedure adopted by the City Council ([Manor, TX Ord. No. 326](#)).



Manor Youth Advisory Commission Application Form

IT MUST BE CLEARLY LEGIBLE

Please include a current photo of the participant. RETURN TO:

City Staff Liaison · (512) 272-5555 ext. · E-Mail · 105 E. Eggleston St. Manor, TX 78653

First Name: _____ MI: _____ Last Name: _____

Address: _____ City: _____ Zip: _____

Applicant Phone: (____) _____ E-mail: _____

Gender: _____ Birth Date: _____ Grade: _____

School: _____ T-Shirt Size: _____

Parent/Guardian's Names: _____

Parent/Guardian's E-mail: _____ Phone: _____

Medical Information

Please identify and explain any medical condition, allergies, or special needs that the City Staff Liaison should be aware of: _____

Emergency Contact Information

Primary Emergency Contact: _____ Relation: _____

Address: _____ City: _____ Zip: _____

Phone: (____) _____ E-mail: _____

Secondary Emergency Contact: _____ Relation: _____

Address: _____ City: _____ Zip: _____

Phone: (____) _____ E-mail: _____

Must be answered by the participant

What activities have you been involved with in the community?

What are your ideas and goals for helping and improving your community?

What qualities or skills can you bring as a Commissioner to Manor YAC?

List other organizations/clubs/teams you are currently a member of:

Code of Conduct

This policy applies to all Manor YAC members to ensure that all YAC meetings and activities are conducted efficiently and set standards for the behavior and treatment of fellow YAC members.

I, _____, understand that the following list includes, but is not limited to, unacceptable behavior and conduct. I agree that corrective action for such infractions can lead up to and including dismissal.

- Fighting, throwing things, horseplay, insults, inappropriate jokes, or other disorderly conduct which may offend or endanger the well-being of any YAC member or guest
- Threatening, intimidating, coercing conduct and/or abusive or vulgar language
- Intentional bodily harm to any citizen
- Insubordination or refusal to comply with instructions or failure to perform reasonable duties
- Damaging or destroying YAC property through careless or willful acts
- Conduct which reflects adversely on YAC and/or the City of Manor
- Discourteous treatment of the public or other YAC members

Applicant Signature: _____ Date: _____

Parent/Guardian's Signature: _____ Date: _____





Manor Youth Advisory Commission Participation/Permission Slip/Waiver Oct. 1, 20__ – Sept. 30, 20__



I, _____, the parent of _____, give my child permission to participate in the City of Manor Youth Advisory Commission (YAC) activities or events from October 1, 20__ to September 30, 20__.

I agree that I will waive any right of contribution and shall indemnify and hold harmless the City of Manor and its elected officials, officers, and employees, and the Youth Advisory Commission, both in their public and private capacities from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from or in connection with my child/ward's behavior or action, and my behavior or actions.

This waiver is intended to cover all acts or omissions of the City of Manor and its elected officials, officers, and employees, regardless of whether such act or omission is the result of an intentional, reckless, or grossly negligent act. By signing this waiver, I intend to bind my heirs, executors, administrators, and assigns.

I further agree and will not hold the City of Manor or the Manor Youth Advisory Commission liable in case either of us is injured or involved in any type of accident.

I further agree and represent that no promise, inducement, or agreement not herein contained or expressed has been made to me that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not merely a recital.

I grant the City of Manor Youth Advisory Commission permission to reprint my son/daughter's photograph and to use videos of my son/daughter for Youth Advisory Commission publications, Websites, electronic and digital media, publicity, advertising, and/or the calendar. All photographs/videos will remain the property of the City of Manor Youth Advisory Commission. The photographs/videos may be taken and used without my knowledge or payment.

I also grant the City of Manor Youth Advisory Commission to identify my son/daughter with their full name in the aforementioned communications.

In case of an emergency, I grant permission for a licensed physician to treat my child.

I have read this document and understand all its terms and contents. I execute it voluntarily, and I specifically affirm and warrant that I fully understand all matters set forth herein.

Participant Name: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____ Date: _____

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The City Council requested that a naming policy for city-owned property and facilities within the City be provided for City Council discussion and action. The attached policy is provided to the City Council for consideration.

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

- Naming Policy

STAFF RECOMMENDATION:

Staff recommends 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.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**



**City of Manor, Texas
Naming Policy**

I. Policy and Principles.

A. Policy.

This policy is to establish uniform criteria and procedures for a change in name or adoption of a name for City of Manor, Texas (“City”) facilities, parks, or other city owned property suitable for naming. The roads and streets of the City are not eligible for this policy.

B. Principles.

The naming of City property is the placement of a permanent identity and given the limited public resources amenable to a name, the process is cautious and constrained to allow for meaningful names that tells the story of the City and creates a worthy and enduring legacy for the community.

II. Categories of Naming Requests.

This naming policy endorses three broad categories of naming requests, however, a suggestion outside of these categories will be considered given appropriate circumstances.

A. Exceptional Individuals.

Exceptional city leaders or individuals or entities that have made the City a better place through civic engagement.

B. Historic Events, Places, and Persons.

The history of a major event, places, or historic person that have shaped the history of the City, the State of Texas, or the nation.

C. Major Gifts.

Gifts of time, skills, resources, products, and money that deserve the recognition of community generosity.

III. General Principles.

A. Renaming City Property and Streets

Renaming City property or streets is not encouraged and should only be entertained after a full investigation of the history and context of the original name and potential impact of a name change. Names that have become ingrained, widely accepted, or are historical or commonly used names should be preserved whenever possible.

B. Naming and Renaming for Exceptional Individuals.

The following guidelines apply to naming or renaming requests for Exceptional Individuals:

1. Naming public facilities is encouraged only for persons who have historical significance and good reputations have been secured in the history and lore of the community, the state, or the nation.

2. Naming parks and recreational facilities is available for only deceased persons and should be given to those who have significant and lasting contributions to the City. Naming City property after state, national or international figures should be rare and only upon a substantial demonstration of the figure's connection to or special importance in the City, the State of Texas, or the nation.

C. Naming and Renaming for Historic Events and Places.

When City property is located near or otherwise associated with events, places, and people of historic, cultural, or social significance, it is appropriate to consider naming such public facility after such events, places and people. The relationship of the public facility to the events, places, and people of historic, cultural, or social significance should be demonstrated through research and documentation. The appropriateness of naming the facility after such an event, place, or people is further supported if people of the City or the surrounding neighborhood have already identified the City property with the name of the historic event, the place of the historic event, or people involved in the historic event.

D. Naming and Renaming for Major Gifts.

1. On the occasion a gift is of such magnitude and generosity that naming the City property according to the request of the person, persons, entity or entities that made the gift may be considered. Renaming City property associated with a gift to refurbish that property is discouraged.

2. Further guidelines for naming and renaming City property include:

(a) The threshold for naming rights on City property include one or preferably more of the following: (i) deeding to the City most if not all of the land on which the facility to be named will be situated; (ii) payment of one-half or more of the capital costs of constructing the City property to be named (depending on the availability of matching funds or grants); (iii) some long-term endowment for the repair and maintenance of the City property; and (iv) the provision of significant program costs for City property that will serve the City's program needs.

3. Naming City property after a benefactor, either a person or entity, will be evaluated on its own merits. The City reserves the right to rename any public property where the person or entity subsequently acts in a disreputable way. No corporate logos, brands, insignias or direct advertising may be used for the naming of any City property.

IV. Procedure for Renaming City Property.

A. Application.

An application for the naming or renaming of City property must be submitted to the City Manager. The application must include the information requested on the application attached hereto as **Exhibit A** as well as any other pertinent information that the applicant desires the City to consider. The City Manager or the City Manager's designee will review the application and determine if the requested name or name change is consistent with this policy.

B. Naming Committee.

If the naming or renaming request is within the guidelines herein, the request will be submitted to a naming committee consisting of the City Manager, the Mayor, and the Mayor *pro tem*. If the naming or renaming involves City facilities, the Director in charge of such facility will be a part of the naming committee.

C. City Council Action.

If the naming committee approves the naming or renaming of the City property, the naming committee shall submit its recommendations to City Council. The City Council will hold a public hearing regarding the naming or renaming of the City property and receive public comment. City Council may approve a naming or renaming of City property by simple majority and entered into the public record by resolution.

D. City Council Denial.

If a request for a naming or renaming has been denied by the City Council, the request may not be considered for a two year period.

E. Considerations.

In considering any proposal to name or rename City property, the following questions should be considered:

1. Will the name have historical, cultural, and social significance for generations to come?
2. Will the name engender a strong and positive change?
3. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, state, or nation?
4. Will the name engender significant ties of friendship and mutual recognition and support within the community, state, or nation?
5. Will the name be identified with some major achievement or the advancement of the public good within the community, state, or nation?
6. Will the name be particularly suitable for the City property based on the location or history of the facility or the surrounding neighborhood?
7. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the facility?
8. Will the naming request that accompanies a financial gift result in undue commercialization of the facility?

V. Procedure for renaming City Streets.

A. Application.

The application must include the information requested on the application attached hereto as **Exhibit B** as well as any other pertinent information that the applicant desires the City to consider. The City Manager or the City Manager’s designee will review the application and determine if the requested name or name change is consistent with this policy.

B. Naming Committee.

If the naming or renaming request is within the guidelines provided herein, the request will be submitted to a naming committee consisting of the City Manager, the Mayor, the Mayor *pro tem*, and the City Planning Director.

C. Expenditures.

The costs associated with the production and installation of all the necessary signage and any other related expenses shall be borne by the applicant(s), unless the City Council determines otherwise during the City Council’s deliberations.

C. City Council Action.

If the naming committee approves the naming or renaming of the City property, the naming committee shall submit its recommendations to City Council. The City Council will hold a public hearing regarding the naming or renaming of the City property and receive public comment. City Council may approve a naming or renaming of City property by simple majority and entered into the public record by resolution. City Council action on the naming or renaming of a City owned street shall also include the particulars of the expenses related thereto.

D. City Council Denial.

If a request for a naming or renaming has been denied by the City Council, the request may not be considered for a two year period.

E. Considerations.

In considering any proposed street name or name change, the following should be considered:

1. The number of businesses/residents directly affected.
2. Recognition of community diversity.
3. Recognition of historical significance.
4. Compatibility of street name and adjacent land use.
5. Impact on emergency response and prepotency for confusion.
6. The precedent the naming or name change would establish.
7. How the name change would affect continuity and stability of the neighborhood.

Approved on this the 3rd day of July 2024.

THE CITY OF MANOR

Scott Moore, City Manager

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A

**CITY OF MANOR
NAMING/RENAMING OF CITY PROPERTY APPLICATION**

PROPOSAL:

SIGNIFICANCE OF NAME:

IMPACT ON COMMUNITY:

OTHER INFORMATION TO CONSIDER:

EXHIBIT B

**CITY OF MANOR
RENAMING OF CITY OWNED STREETS**

CURRENT NAME AND PROPOSED NAME:

SIGNIFICANCE OF NAME:

IMPACT ON COMMUNITY:

OTHER INFORMATION TO CONSIDER:



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

This 1.222 acres in surveys is described as an abandoned county right-of-way. It's unclear if the area was ever used as a right-of-way or if it is a remnant surveying error between the adjoining two tracts. Since it is called out on surveys as right-of-way, this annexation follows the procedure for ROW annexation. That procedure includes a 60-day notice to Travis County as the ROW owner and two public hearings. The first public hearing was held on June 5, 2024, at the City Council meeting. The second public hearing was conducted on June 17, 2024. The first reading of this Ordinance was conducted on June 18, 2024, and approved 7-0 by the City Council.

This annexation was commenced by Resolution 2024-14 at the May 1st CC meeting. The annexation was requested by the adjacent landowners who are currently developing their tracts into mixed-use developments, and they would like to cross the ROW with city utilities and access drives. By transferring the ROW from the county to the city, the city can permit utilities within the area and allow access drives with an approved License and Maintenance Agreement. These would be much more challenging to install if the ROW remains under the county's jurisdiction.

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

- Ordinance No. 753
- Aerial Image
- Schedule

STAFF RECOMMENDATION:

The city staff recommends 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.

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

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.

WHEREAS, the City of Manor, Texas (the “City”) is a Texas home-rule municipality authorized by State law to annex road rights-of-way that are adjacent and contiguous to the City;

WHEREAS, the subject road right-of-way property, as hereinafter described, located within Travis County is adjacent and contiguous to the City;

WHEREAS, two public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Tex. Loc. Gov’t Code*;

WHEREAS, notice of the public hearings were published not more than twenty (20) nor less than ten (10) days prior to each public hearing;

WHEREAS, after review and consideration of the subject road right-of-way property, the City Council of the City of Manor, Texas (the “City Council”) finds that the subject road right-of-way property may be annexed pursuant to §43.1055 of the Texas Local Government Code.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Manor:

Being 1.222 acres of land, more or less, out of the A.C. Caldwell Survey, Abstract No. 154, and the Green Berry Gates Survey, Abstract No. 315, both in Travis County, Texas, and being a portion of both United States Highway 290 Right-of-Way, a variable width Right-of-Way, as shown on CSJ No. 114-3-18 and an abandoned county road as referenced in Document No. 2019179489 of the Official Public Records of Travis County, Texas, said 1.222 acre tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 4. That if 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 severable.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't Code*.

SECTION 6. 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 the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex Gov't Code*.

PASSED AND APPROVED FIRST READING on this the 18th day of June 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the 3rd day of July 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Exhibit "A"
Subject Property Description
+/- 1.222 Acres

LEGAL DESCRIPTION:
1.222 ACRES

BEING A 1.222 ACRES TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT 154 AND THE GREEN BERRY GATES SURVEY, ABSTRACT 315, BOTH IN TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF BOTH UNITED STATES HIGHWAY 290 RIGHT-OF-WAY, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON CSJ NO. 114-3-18 AND AN ABANDONED COUNTY ROAD AS REFERENCED IN DOCUMENT NO. 2019179489 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "CORE 6657" FOUND, IN THE SOUTH RIGHT-OF-WAY LINE OF SAID UNITED STATES HIGHWAY 290, FOR THE NORTHWEST CORNER OF A CALLED 82.5124 ACRES TRACT OF LAND DESCRIBED TO MANOR 290 OZ REAL ESTATE LP, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022056842, O.P.R.T.C.T.;

THENCE, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY 290, WITH THE WEST BOUNDARY LINE OF SAID 82.5124 ACRES TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 56°26'17" WEST, A DISTANCE OF 175.33 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT FOUND, FOR AN ANGLE CORNER OF SAID 82.5124 ACRES TRACT;
2. SOUTH 27°58'35" WEST, AT 1,911.73 FEET PASSING A 1/2-INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "4WARD BOUNDARY" FOUND, CONTINUING WITH SAID WEST BOUNDARY LINE OF THE 82.5124 ACRES TRACT, IN ALL A DISTANCE OF 2,246.80 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "4WARD BOUNDARY" FOUND, IN SAID WEST BOUNDARY LINE OF THE 82.5124 ACRES TRACT, FOR THE SOUTHEAST CORNER OF A CALLED 24.0681 ACRES TRACT OF LAND DESCRIBED TO LANDMARK AT MANOR PROP HOLDINGS, LLC, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022116632, O.P.R.T.C.T., SAME BEING THE NORTHEAST CORNER OF LOT 22, BLOCK I, AMENDED PLAT OF BELL FARMS PHASE TWO-A FINAL PLAT, AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 200700061, O.P.R.T.C.T.;

THENCE, DEPARTING SAID WEST BOUNDARY LINE OF THE 82.5124 ACRES TRACT, WITH THE EAST BOUNDARY LINE OF SAID 24.0681 ACRES TRACT AND THE EAST BOUNDARY LINE OF THE REMAINDER OF A CALLED 30.8643 ACRES TRACT OF LAND DESCRIBED TO MANOR RV PARK, LLC, AS SHOWN ON INSTRUMENT RECORDED IN SAID DOCUMENT NO. 2019179489, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 27°14'03" EAST, A DISTANCE OF 2,126.20 FEET TO A 1/2-INCH IRON ROD FOUND;
2. NORTH 61°51'38" WEST, A DISTANCE OF 29.98 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT FOUND;
3. NORTH 03°56'56" WEST, A DISTANCE OF 159.09 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT FOUND, IN SAID SOUTH RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY 290, FOR THE NORTHEAST CORNER OF SAID REMAINDER OF THE 30.8643 ACRES TRACT;

THENCE, NORTH 86°08'45" EAST, OVER AND ACROSS SAID RIGHT-OF-WAY OF UNITED STATES HIGHWAY 290, A DISTANCE OF 265.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.222 ACRES OF LAND, MORE OR LESS, IN TRAVIS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:


BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00010. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



MICHAEL A. MONTGOMERY II, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6890

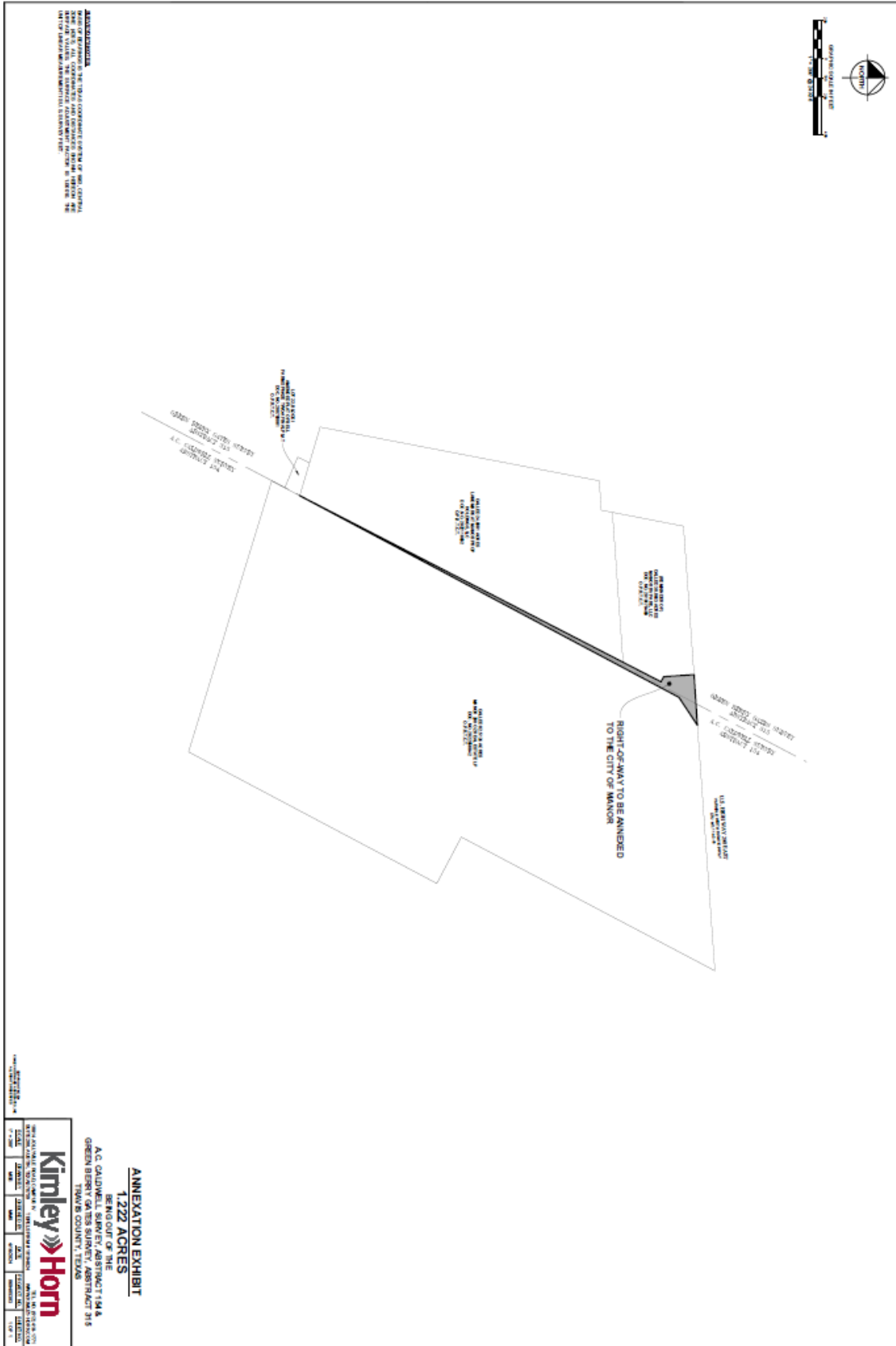


ANNEXATION EXHIBIT
1.222 ACRES
 BEING A PORTION OF THE
 A.C. CALDWELL SURVEY, ABSTRACT 154 &
 GREEN BERRY GATES SURVEY, ABSTRACT 315
 TRAVIS COUNTY, TEXAS



10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
 TPPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	MSB	MMI	4/16/2024	069405303	1 OF 4





SCHEDULE FOR RIGHT-OF-WAY (ROW) ANNEXATION***

Ginsel Tract ROW +/- 1.222 Acre Tract

Item 6.

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 1, 2024	COUNCIL CONSIDERS INITIATION OF ROW ANNEXATION - and sets two PUBLIC HEARINGS for June 5, 2024 and June 17, 2024	The two hearings are conducted not less than 20 days nor more than 40 days Loc. Gov't Code, § 43.063
May 2, 2024	COUNTY NOTICE deliver notice to county of City's proposed road ROW annexation	Not later than the 61 st day before the date of the proposed annexation. Loc. Gov't Code, §43.1055
May 24, 2024** Publish notice of first Public Hearing (Notify paper by 5pm Monday May 20 th)	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARING IS COMPLETE	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.063
June 5, 2024*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.063
May 31, 2024** Publish notice of second Public Hearing (Notify paper by 5pm Tuesday, May 28 th) and send school district notice and public entity notice(s)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARING IS COMPLETE	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.063
June 5, 2024*	FIRST PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.063
June 17, 2024*	SECOND PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.063
June 17, 2024*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.063
July 3, 2024; Or at a special called meeting after the 1st First Reading (City Charter, Section 4.06 (d))	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c); The annexation of the area must be completed within 90 days after instituting the annexation proceedings Loc. Gov't Code, §43.064
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 9. ESD, if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022 	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**

****Newspaper notice to paper by 5p.m. Monday for publication on Friday of same week.**

*****ROW Annexation is pursuant to LGC 43.1055**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

This property was annexed on September 20, 2017, by Ordinance 483. It was zoned Agricultural as that is the default zoning after annexation if permanent zoning is not requested during the annexation.

This property has a direct frontage on US Hwy 290 (approximately 237') and is located almost to the eastern extent of the city limits. It is near the intersection of US 290 and Ballerstedt Rd as well as US 290 and Abrahamson Road. The area is a mix of commercial, industrial, and residential uses. Most of the residential uses are on the lots behind the subject lot along Voelker Lane with the closest residential unit being 425' from the subject lot's southern property line. The property to the west and across US 290 are vacant, and the property to the east is an existing small business that was rezoned to General Office on September 7th, 2022, by Ordinance 673. Within 750' are an industrial building housing a large mechanical/plumbing company, a concrete manufacturing facility, a storage unit business, and the residential units along Voelker Lane.

This area on our Future Land Use Map is designated as a Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. The property owner is seeking to use the property for construction equipment sales, rentals, and repair services – similar to Anderson Machinery, ASCO, and Texas State Rentals. Under the city's zoning code, Construction and Equipment Sales (Major) are permitted in C-3 Heavy Commercial, IN-1 Light Industrial, and IN-2 Heavy Industrial.

The request for C-3 Heavy Commercial would permit the use of the property for Major Construction and Equipment Sales, which is a retail/industrial use, as well as all other uses permitted under C-3 Heavy Commercial. C-3 is the city's most permissive zoning category, being a mix of commercial and industrial uses. If the City Council is inclined to support the zoning and use of the property for Major Construction and Equipment Sales, it is recommended that certain uses be removed as permitted. This would keep the permitted uses more consistent with the Future Land Use Maps designation as Commercial Corridor and the intent of that district. Suggest uses to be removed from C-3 are:

1. *Adult-Oriented Businesses* - an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center or other commercial enterprise the primary business of which is the offering of service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer.
2. *Data Center* - a facility housing a collection of computer servers and associated components, such as telecommunication, storage and backup systems that supply information to a single or multiple end users off-site. Facilities typically require large amounts of electricity, strict temperature control and security, and will generally have few employees present on-site.
3. *Light Industrial* - a use engaged in the manufacture of finished products or parts predominantly from previously prepared materials, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing.
4. *Offices, Warehouse* - a building, or a portion of a building which is a structurally separate and functionally distinct unit, primarily devoted to storage, warehousing and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.
5. *Product Development Services (general)* - development and testing of non-hazardous products related to research services.
6. *Research Services (general)* - establishments engaged in research of an industrial or scientific nature not involving or requiring the use of any biological, chemical or other agent that could cause a hazard to adjacent property. Typical uses include electronics research laboratories, and development and testing of computer software packages
7. *Truck Stop or Travel Center* - a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.
8. *Vehicle Storage Facility* - a garage, parking lot, or other facility owned or operated by a person or business, other than a governmental entity, for storing or parking ten or more motor vehicles, including motorized waterborne vehicles, per year. This definition does not include businesses with the primary purpose of vehicle sales on the property within the corporate limits of the city, such as automotive dealerships.

Removing the above uses as permitted on the property would keep the allowable uses more in line with what is permitted under C-2 Medium Commercial, but still allow for Major Construction and Equipment Sales.

****Please note – gas stations are permitted by right in C-3 Heavy Commercial**, meaning one could be constructed on the lot without a Specific Use Permit. If the City Council is not inclined to support a gas station on this property, *Gas Station (full service)* and *Gas Station (limited)* should also be added to the removed list.

P&Z voted 5-0 to recommend approval with the removal of the following uses: Adult-Oriented Businesses; Data Center; Light Industrial; Offices, Warehouse; Product Development Services (general); Research Services (general); Truck Stop or Travel Center; Vehicle Storage Facility.

P&Z added the following additional uses to be removed:

1. Gas Station (full service)
2. Gas Station (limited)
3. Alcohol Beverage Establishment
4. Brewery (micro)
5. Brewery (regional)
6. Brewpub
7. Distillery (micro)
8. Distillery (regional)
9. Liquor store.

The P&Z Commission felt that alcohol sales were not appropriate for the area and next to heavy machinery sales and there are enough properties with existing gas stations and entitlements to gas stations that this property does not need to be permitted gas sales.

At the June 18th Called Special Session of the City Council, the restrictions recommended by city staff and the Planning and Zoning Commission were discussed. The applicant spoke that as the property changes in the future, they would like the ability to market the property and building to breweries and distilleries as the building would be well suited to one of those users, so they requested those uses remain as permitted. Councilmember Moreno supported the site for a brewery or distillery.

The City Council voted 7-0 to approve the first reading with the following uses prohibited: 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.

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

- Ordinance No. 754
- Letter of Intent
- Rezoning Map
- Aerial Image
- C-3 permitted uses
- Comprehensive Plan FLUM
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends 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.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
X; with conditions

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.**

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; 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 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"), attached hereto and incorporated herein as if fully set forth from the current zoning district Agricultural (A) to zoning district Heavy Commercial (C-3) with the condition that the uses set forth in Section 4 shall be prohibited. The Property is accordingly hereby rezoned to Heavy Commercial (C-3) with the condition that the uses set forth in Section 4 shall be prohibited.

Section 4. Prohibited Uses. The uses listed in Exhibit "B" attached hereto and incorporated herein as if fully set forth shall be prohibited (the "Prohibited Uses").

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.

ORDINANCE NO. 754

Page 2

PASSED AND APPROVED FIRST READING on this the 18th day of June 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the 3rd day of July 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST

Lluvia T. Almaraz,
City Secretary

EXHIBIT "A"

Property Address:
16011 E US Hwy 290, Elgin, TX 78621

Property Legal Description:

Lot 15 Bluebonnet Park, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 95, Page 2, Plat Records of Travis County, Texas.

EXHIBIT “B”

Prohibited Uses

1. Adult-Oriented Business
2. Data Center
3. Gas Station (full service)
4. Gas Station (limited)
5. Light Industrial
6. Liquor Store
7. Offices Warehouse
8. Product Development Services (general)
9. Research Services (general)
10. Truck Stop or Travel Center
11. Vehicle Storage Facility



April 12, 2024

Scott Dunlop, AICP
 City of Manor Development Services Department
 105 E. Eggleston St.
 Manor, TX 78653

Via Electronic Submittal

RE: Application for rezoning; 4.8 acres located at 16011 East US Hwy 290, Manor, TX 78621 (the "Property")

Dear Mr. Dunlop,

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located west of Ballerstedt Rd and Hwy 290 (see Location Map attached) and is currently zoned Agriculture (A). The proposed zoning is a Heavy Commercial (C-3) zoning. The purpose for the rezoning to allow for commercial development along the Hwy 290 corridor that will meet the needs of Manor's growing population from Agricultural zoning to C-3 Zoning. Currently, the property to the east is zoned General Office (GO) to the east, unzoned property and Heavy Industrial (IN-2) to the north, and Agriculture (A) zoning to the west and south.

According to the Destination Manor 2050 Comprehensive Plan, the Property's future land use is Commercial Corridor, which contemplates commercial zoning for commercial/retail services that serve local and regional residents. This project is supported by the Comprehensive Plan as this zoning classification allows for a mix of commercial, retail, and service-oriented businesses, which will not only stimulate local economic growth but also provide convenient access to goods and services for residents.

The proposed use is construction equipment sales, rentals, and repair services. Equipment brands that would be offered includes Bell trucks, Hyundai Construction Equipment Sakai, Fuchs, Kinshofer, BuiltRite, K-Tec Scrapers. The proposed development includes service bays, sales area, and office space.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience.

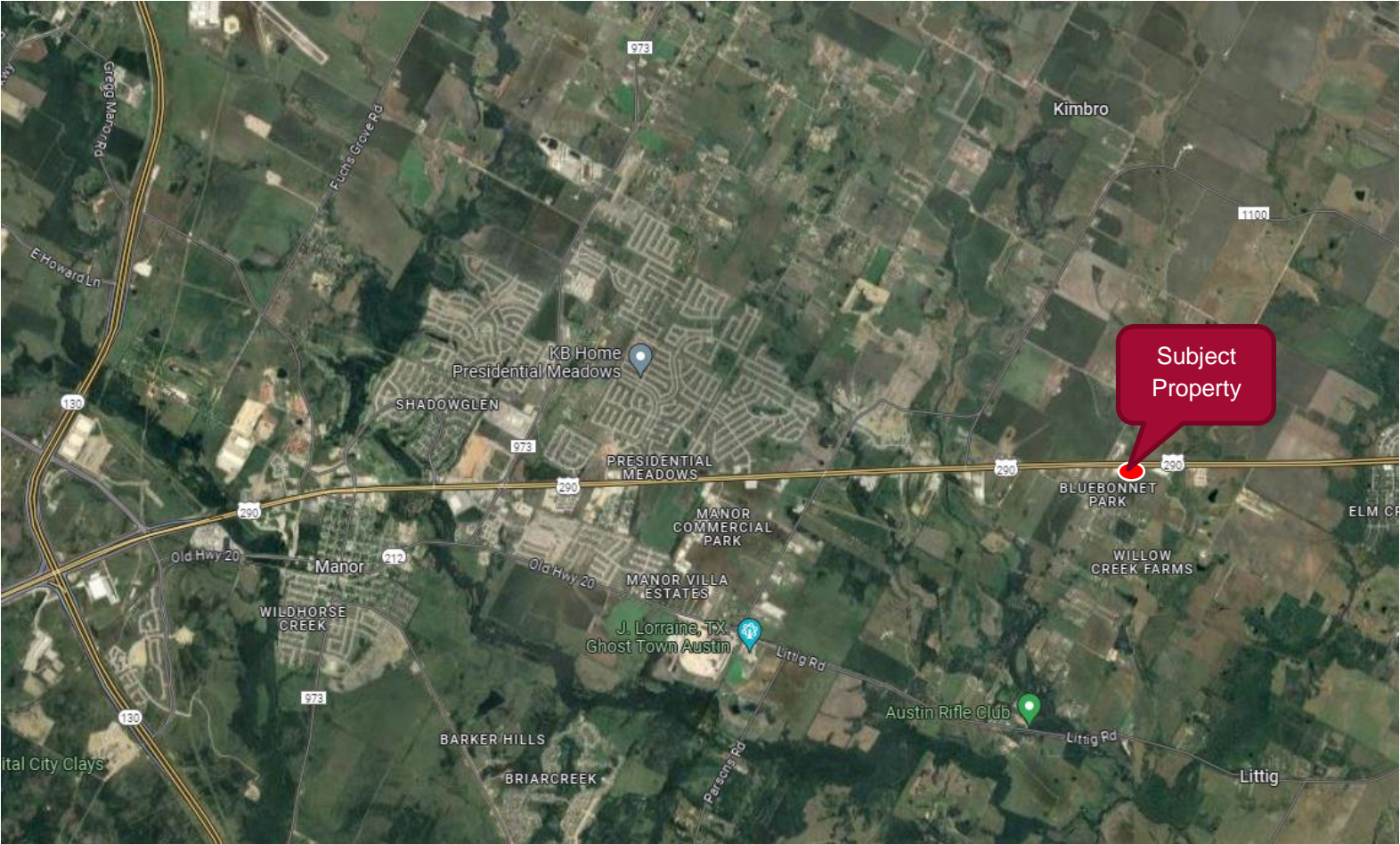
Sincerely,

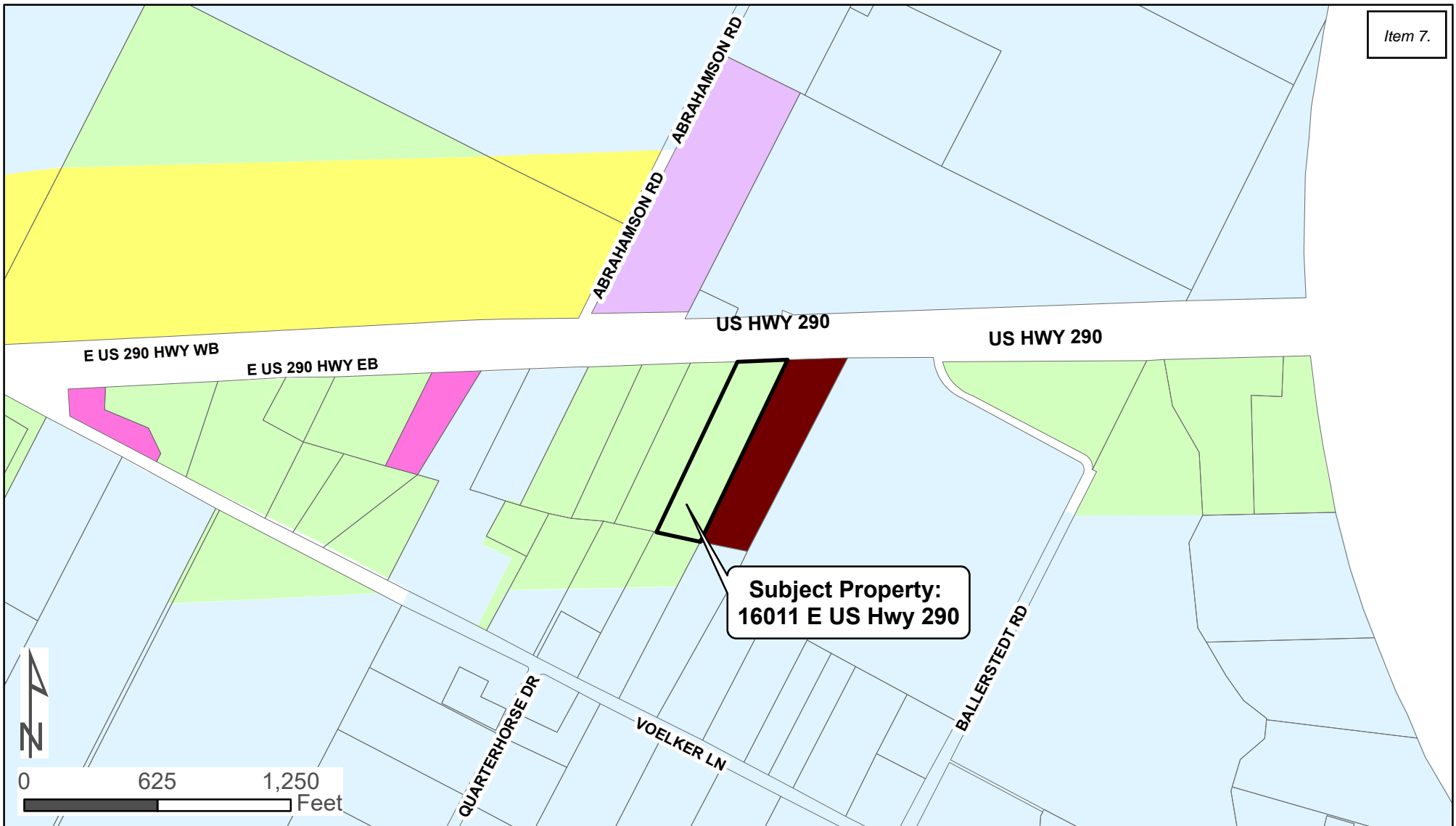
Jonathan Sosebee, AICP

Location Map



Location Context





**Subject Property:
16011 E US Hwy 290**



**Current:
(A) Agricultural**

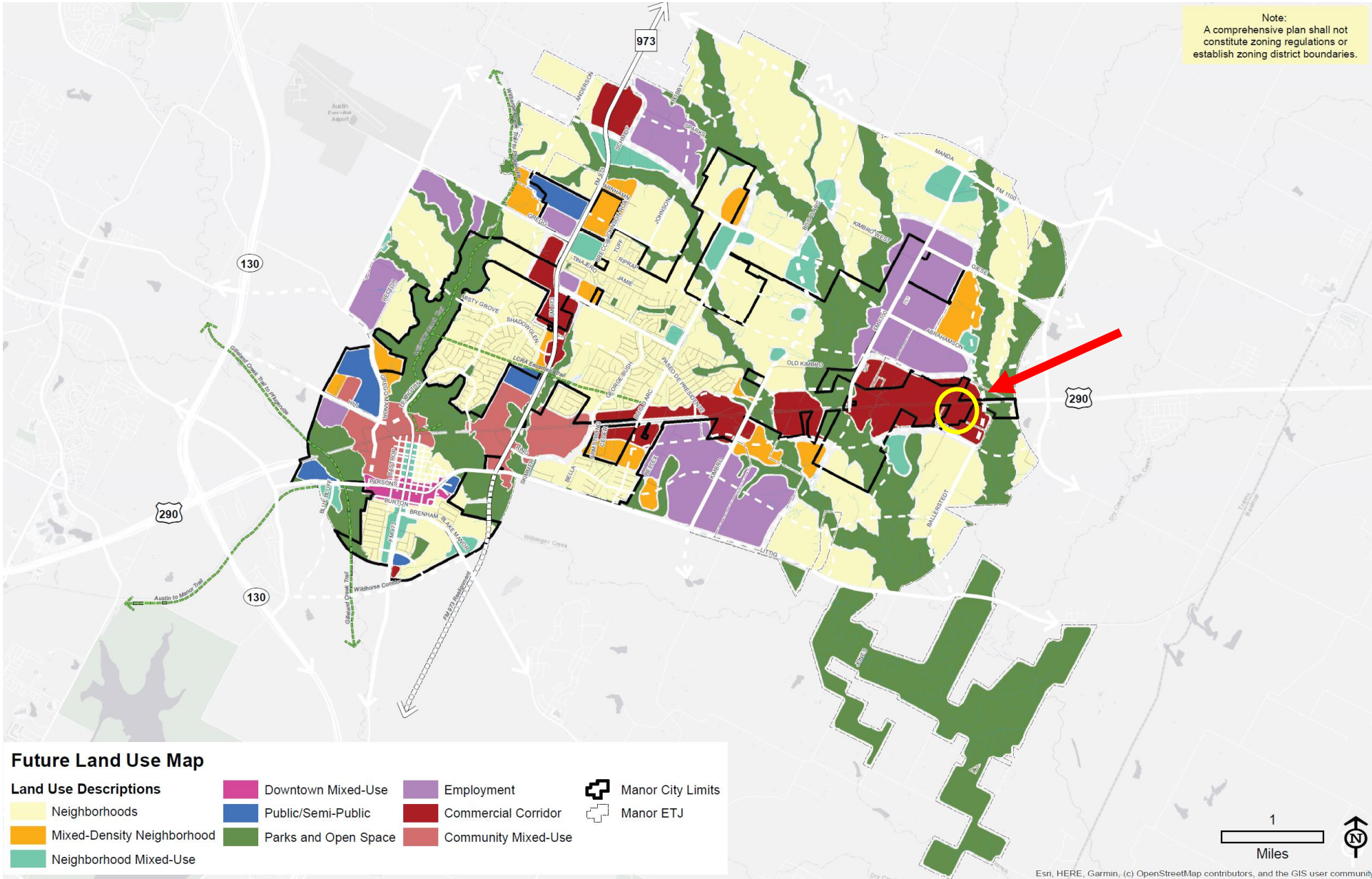
**Proposed:
(C-3) Heavy Commercial**

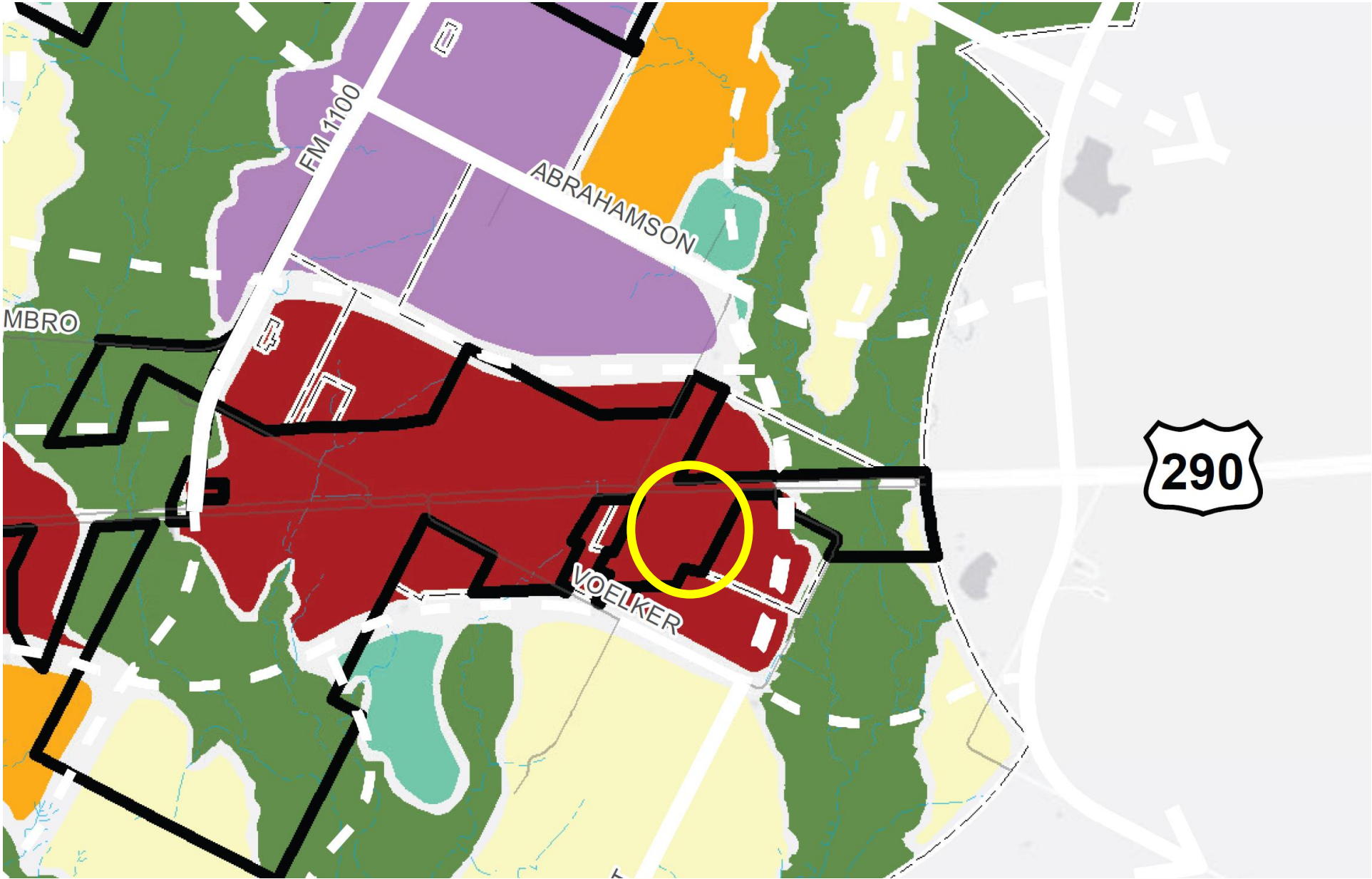
Zone

- 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









COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

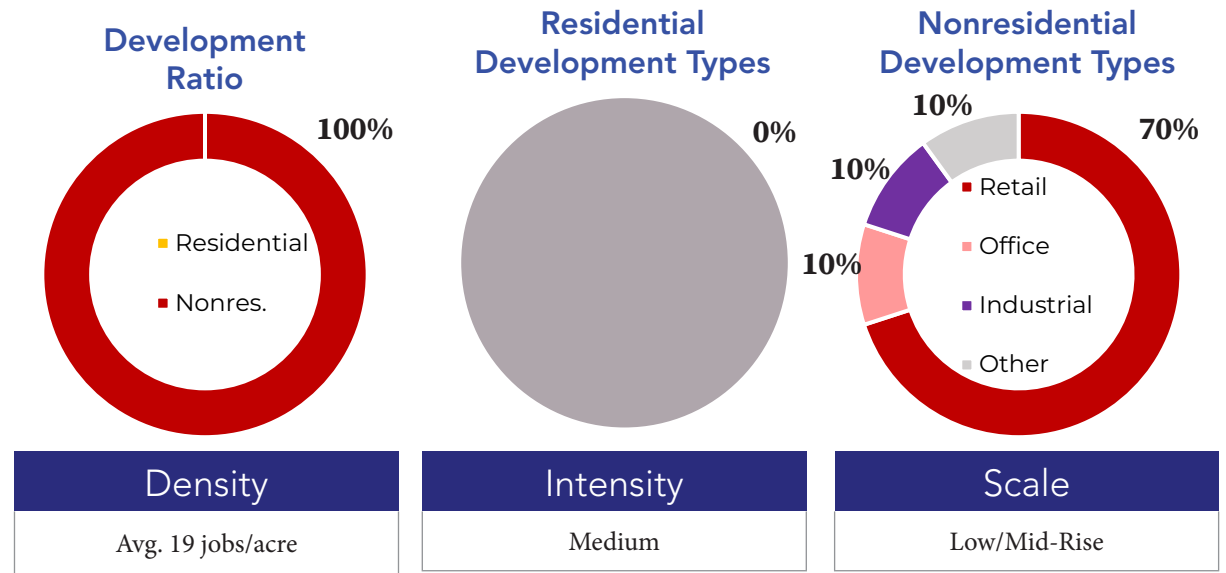
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

C-3

Heavy Commercial

The heavy commercial district allows for a mix of large-format commercial uses and light industrial uses and is intended to serve as employment centers for the community and region. Heavy commercial uses should have direct frontage along major highways.

Permitted and Conditional Uses

Non-residential Uses

Adult day care	Food Court Establishment (c/s)	Recreational Vehicle Park (c/s)
Adult Oriented Business (c/s)	Food Preparation (c)	Recreational Vehicle sale, service, and rental (c)
Alcoholic Beverage Establishment (c)	Food Sales (c)	Religious Assembly
Amusement (Indoor) (c)	Funeral Services (c)	Research Services (General)
Amusement (outdoor) (c)	Game Room (c/s)	Restaurant (c)
Antique Shop	Garden Center (c)	Restaurant-Drive in or Drive-Through (c)
Art Studio or Gallery	Gasoline Station (Limited) (c)	School, boarding
Automobile Repair (Major)(c)	Gasoline Station Full Service (c)	School, business or trade
Automobile Repair (Minor) (c)	General Retail Sales (Convenience)	School, college or university
Automobile Sale/Rental (c)	General Retail Sales (General)	School, private or parochial
Automobile Washing (c)	Governmental facilities	School, public
Brewery, micro (c)	Hotel (c)	Semi-Permanent food establishment (c)
Brewery, regional (c)	Hospital (s)	Shooting range (indoor)
Brewpub (c)	Industrial Use, light	Smoke shop or Tobacco Store
Business Support Services	Kennel (c)	Theater
Child Care Center	Laundry Service	Transportation Terminal (c)
Club or Lodge (c)	Laundry Service (Self)	Truck and Trailer sales and rental (c)
Commercial Off-Street Parking (c)	Liquor Sales (c)	Truck Stop or Travel Center
Communication Services or Facilities	Medical Clinic (s)	Utility Services (minor)
Construction and Equipment	Mini-Storage Warehouse (c)	Vehicle Storage Facility (c)
Construction and Equipment sales (Major)	Offices, Government	Veterinary Services, Large(c)
Consumer repair Services	Offices, Medical (s)	Veterinary Services, Small (c)
Contractor's shop (c)	Offices, Professional (s)	Wireless Transmission Facilities, attached (c)
Data Center	Offices, Showroom	Wireless Transmission Facilities, stealth (c)
Distillery, micro (c)	Offices, Warehouse (c)	Wireless Transmission Facilities, monopole (c/s)
Distillery, Regional (c)	Off-site Accessory Parking	Zoo, private
Event Center (c)	Pawnshop (c)	
Financial Services (c)	Personal Improvement Services	
Financial Services, alternative (c)	Personal Services	
Florist (c)	Pet Store (c)	
	Portable Building Sales	
	Printing and Publishing (c)	
	Product Development	
	Services (general)	

C-3

Heavy Commercial

Site Development Standards

Lot	Massing		
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	200 ft ¹	Minimum Setbacks:	
Maximum principle structure lot coverage	60% ²	Front Setback	20 ft
Maximum principle and accessory structure lot coverage	70%	Streetside Setback	20 ft
		Exterior Side Setback	40 ft ⁶
		Rear Setback	40 ft ⁶
Landscape Requirement	15% ³		
Streetscape Yard	15 ft ⁴		
Bufferyard	30 ft ⁵		

¹ Corner lots add 10 ft

² Properties located within the historic district as defined in section 14.02.031 shall have a minimum of 60 percent front facade masonry and 50 percent overall facade masonry. Percent calculations are based on total exterior facades excluding window and door openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.

³ 2 Trees per 600 s.f. of landscaped area.
4 shrubs per 600 s.f. of landscaped area.

⁴ 1 medium or large tree (type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent. If overhead utilities are present, then 1 small tree (type C) must be planted for every 20 linear feet of street frontage.

⁵ 4 large and/or medium evergreen trees and 15 shrubs per 100 linear feet of the site development boundary plus an opaque wall. Bufferyards required to all SF-E, SF-1, SF-2, MH-1, MH-2, TF, and TH.

⁶ Setback to non-residential can be 15 ft



5/20/2024

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 16011 E US Hwy 290 rezoning from (A) agricultural to (C-3) Heavy Commercial
 Case Number: 2024-P-1643-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 Regularly Scheduled and Called Special Session meetings for the purpose of considering and acting upon a Rezoning Application for 16011 E US Hwy 290, Manor, TX from (A) Agriculture to (C-3) Heavy Commercial. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) for 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 Planning and Zoning Commission will meet at 6:30PM on June 12, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 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

LOUGRACE VERNA
15916 VOELKER LN
ELGIN, TX 78621-4111

CHUNG BENJAMIN TAEHOON
PO BOX 812
MANOR, TX US 78653-0812

BRADLEY BLANCHE D
16100 VOELKER LN
ELGIN, TX 78621-4108

Item 7.

LINVILLE LLC
1100 N AVENUE F
ELGIN, TX 78621-1035

PHAN HAI VAN
7205 CURPIN CV
AUSTIN, TX 78754-5781

KERLIN JIMMY R & BRENDA J
16000 VOELKER LN
ELGIN, TX 78621-4106

16023 HWY 290 LLC
108 FRED COUPLES DR
ROUND ROCK, TX 78664-4036

BRADLEY BLANCHE D
16100 VOELKER LN
ELGIN, TX 78621-4108

BRYANT CRAIG T
PO BOX 1534
BROWNWOOD, TX 76804-1534

424 GILMER LLC
12702 SHERBOURNE ST
AUSTIN, TX 78729-4541

ABRAHAMSON ROYCE L
7009 BENT OAK CIR
AUSTIN, TX 78749-2301



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

This lot is within the Manor Crossing development and is one of the pad site lots that fronts on US 290, near the intersection of the unopened Manor Crossing Boulevard. The developer is seeking to construct a multi-tenant building with two tenant spaces. One is marked for a restaurant with 2,408 square feet, and the other space is for the requested medical use at 3,860 sf. The medical use would represent approximately 61% of the building, but out of the entire Manor Crossing Development, it represents less than 1% (0.906% of the development’s total 425,868 square feet). A prior request for 7,500 square feet within the multi-tenant portion of the development was approved by the City Council at the April 17, 2024, meeting. Together, these uses represent 2.67% of the entire project or 11,360 square feet.

The area of the Manor Crossing Development in our Comprehensive Plan is designated as Community Mixed-Use. Within the Nonresidential Development Types of Community Mixed-Use, the Comprehensive Plan encourages these districts to be 50/50 residential and nonresidential, and of the nonresidential, 50% is suggested for Retail, 40% for office, and 10% other (civic, parks, etc.). Permitting an additional 3,860 square feet of medical office within the Manor Crossing development would still keep the nonresidential mix well below the Comprehensive Plan’s suggested mix of retail and office, with the office being only at 2.67%.

P&Z voted 5-0 to recommend approval at their June 12th meeting.

The City Council voted 7-0 to approve the first reading at the June 18, 2024 Called Special Session.

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

- Letter of Intent
- Overall Site Plan
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the second and final reading of 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.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

Manor Restaurant Investors, Ltd.
 c/o Endeavor Real Estate Group attn: Buck Cody and Charlie Northington
 500 W 5th Street, Suite 700
 Austin, TX 78701

May 15, 2024

City of Manor
 Attn: Planning and Zoning and Manor City Council
 c/o Mr. Scott Dunlop, Development Services Director

VIA EMAIL

Re: Manor Crossing – Chipotle Development (with Heartland Dental)

Mr. Dunlop,

The purpose of this letter is request a Special Use Permit (the “SUP”) to allow for medical use (dental) for a portion of our Chipotle-anchored two-tenant building located in Manor Crossing. As your team is aware we have finalized our plans and made our initial submission to the City a couple of weeks or so ago, and are making good progress regarding the procurement of the necessary building and site permits to get our project started. We have sincerely enjoyed working with all of the City of Manor stakeholders thus far and appreciate everyone’s support.

Heartland Dental will occupy approximately 3,860 sf immediately adjacent to Chipotle. Their hours vary on a location by location basis, but typical hours consist of 8:00 AM to 5:00 PM Monday through Friday. Heartland Dental was founded in 1997 and is the nation’s leading dental support organization, with 1,700 offices in 38 states. They operate under many different tradenames (i.e. stores are not called “Heartland Dental”), and partner with and support local dentists by relieving the doctors from the administrative burdens of running a dental practice so that the dentists can focus on their core competency (providing dental services). From the consumer’s point of view, a visit to a Heartland facility is no different than a visit to any other state-of-the-art dental facility. As the largest and most active retail developer in the region we have had the good fortune of working with Heartland on a number of different occasions and have always found them to be a wonderful co-tenant in the projects in which they operate.

Our leases with both Heartland and Chipotle are fully executed – and until just recently we believed that we were on the cusp of getting our project out of the ground and getting Chipotle opened in Manor. Heartland and Chipotle frequently co-exist in these new projects where Chipotle is on an end-cap, as Chipotle is only willing to enter non-major metro markets when they have tight control over their parking field and accessibility to their pick-up window. Chipotle will not go next to another restaurant user as part of a project like this because of parking and traffic constraints, and as is the case virtually everywhere true retail leases (not service or food) are virtually non-existent in small-shop format. Most importantly, from an underwriting, capitalization, and ultimately delivery standpoint we must have Heartland to get our project out of the ground. Consequently, we are moving forward with our request of the SUP and hope to have it in hand quickly so as to stay on our schedule and get Chipotle opened as soon as possible.

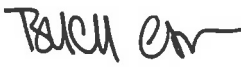
As you may be aware, medical office is specifically called out as an approved use in the development's REA, as the industry leading retailers (HEB and Home Depot, who drive the REA document) know that tenants like Heartland are found in the best retail shopping centers throughout Texas (including both The Domain and Saltillo – two of our most recent high-visibility projects).

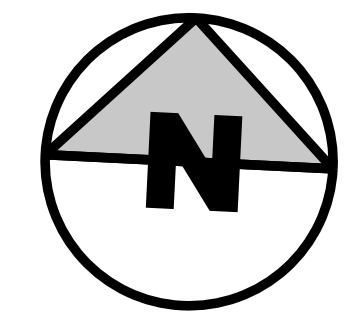
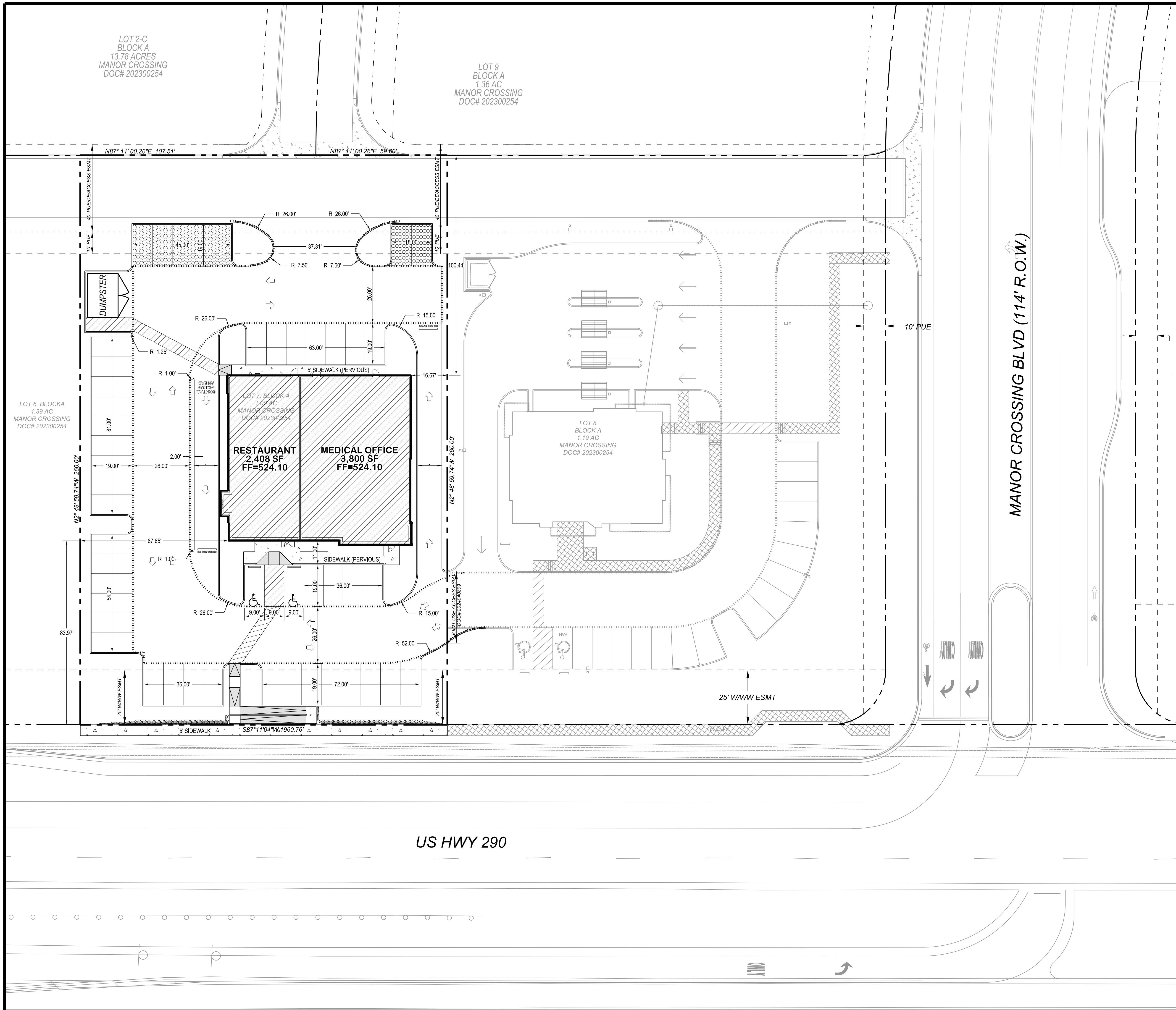
When reviewing requirements associated with the SUP we ask that both P&Z and City Council recognize that this permit “will not alter the character of the area adjacent to the property, will not impair the use of the adjacent conforming property, and will not impair the purpose of the regulations of the zoning district” because the project is surrounded by mixed use retail (Chili's, Chipotle, UFCU, and Discount Tire being the most proximate tenants). Furthermore, there is no question that the SUP will not impair the purpose of the regulations of the zoning district because Heartland is consistent with the definition of the zoning district in that it will be “serving local and regional needs”.

Please let us know if there are any unanswered questions or additional ways that I can be of service as we work to get this resolved. We sincerely appreciated the opportunity to sit down with City Staff and our client Home Depot many months ago when we kicked off that key component of this project and very much look forward to another successful Chipotle-centered outcome here as well.

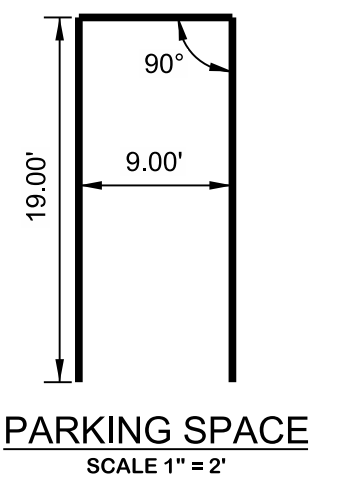
We sincerely appreciate the time and attention to this matter to date and are very proud of and thankful for the role we have played and will continue to play bringing best in class operators to Manor Crossing.

Highest and best regards,

By: 
Name: Buck Cody
Title: Manager



- LEGEND:**
- PROPERTY LINE
 - - - ADJACENT LOT LINE
 - - - EASEMENT LINE
 - - - FIRE LANE
 - ▭ ADA RAMP
 - ▭ ADA ROUTE
 - ▭ POROUS PAVEMENT



811
know what's below.
Call before you dig.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

SITE SUMMARY		
ZONING		C-2
GROSS SITE AREA	43,545 SF	1.00 AC
PROPOSED BUILDING USE		
RESTAURANT	2,408 SF	0.06 AC
MEDICAL OFFICE	3,800 SF	0.09 AC
PROPOSED BUILDING AREA (GROSS)	6,406 SF	0.15 AC
PROPOSED BUILDING HEIGHT	25 FT	
IMPERVIOUS COVER		
EXISTING IC	5,107 SF	0.12 AC
PROPOSED IC	6,406 SF	0.15 AC
BUILDING	22,970 SF	0.53 AC
PAVING	34,483 SF	0.79 AC
TOTAL IC	79,191 SF	1.81 AC
ALLOWABLE IC PER REGIONAL POND	34,836 SF	0.80 AC
	80.00%	
PARKING		
PARKING REQUIRED		
RESTAURANT (1-100)		24 SPACES
MEDICAL OFFICE (1-200)		19 SPACES
TOTAL		43 SPACES
PARKING PROVIDED		47 SPACES
		45 STANDARD
		2 ADA
BICYCLE RACKS REQUIRE		4 SPACES
BICYCLE RACKS PROVIDED		4 SPACES

Rev	Description	Date

Development Collaborative

105 South Canyonwood Dr.
Suite E
Dripping Springs, Texas 78620
(512) 788-0909
Firm No. 21751

James R. McCann
04/25/2024

MANOR CROSSING, LOT 7, BLOCK A

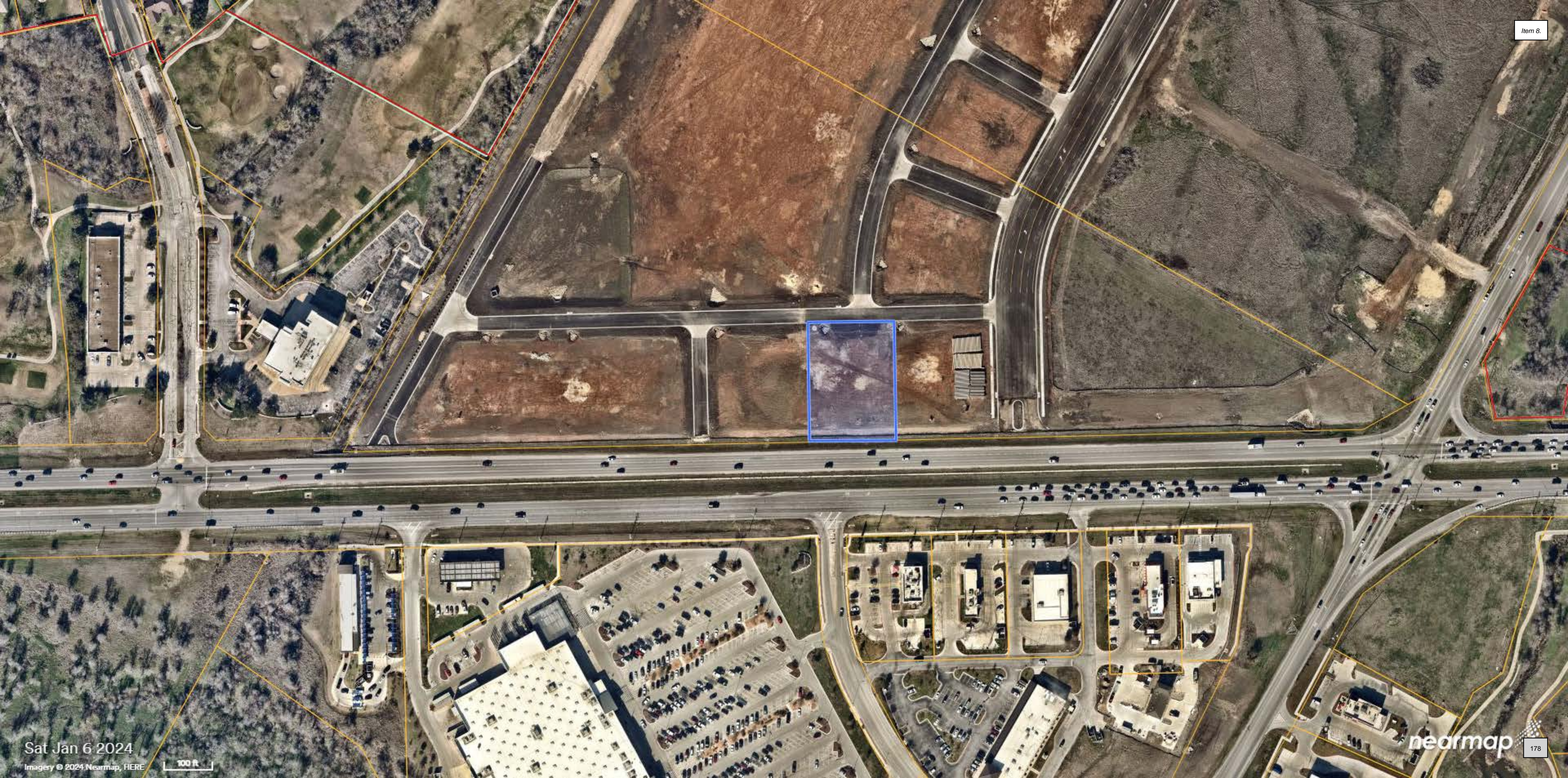
Plans for Site Improvements
13100 N FM 973, Manor Texas 78653

SITE PLAN

SP1

07

21





5/20/2024

City of Manor Development Services

Notification for a Specific Use Request

Project Name: Chipotle/Heartland Dental SUP - Manor Crossing - Lot 7 Block A
Case Number: 2024-P-1654-CU
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 Regularly Scheduled and Called Special Session meetings for the purpose of considering and acting upon 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, and being located at the northwest intersection of FM 973 and US HWY 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing 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, for one (1) for lot on 1 acre, more or less, and being 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 Planning and Zoning Commission will meet at 6:30PM on June 12, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 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 Specific Use Permit 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

MC RETAIL LP (2003709)
2525 MCKINNON ST STE 700
DALLAS TX 75201-1549

13100 FM 973 INC (1922637)
10095 US HIGHWAY 290 E
MANOR TX 78653-0539

13100 FM 973 INC (1922637)
10095 US HIGHWAY 290 E
MANOR TX 78653-0539

13100 FM 973 INC (1922637)
10095 US HIGHWAY 290 E
MANOR TX 78653-0539

BOGATA PARTNERS LTD (2002570)
3839 BEE CAVES RD STE 204
WEST LAKE HILLS TX 78746-5318

UNIVERSITY FEDERAL CREDIT
UNION (1930719)
8303 N MOPAC EXPY STE A-105
AUSTIN TX 78759-8374

H-E-B LP (2002201)
646 S FLORES ST
SAN ANTONIO TX 78204

WAL-MART REAL ESTATE BUSINESS
TRUST (1303248)
PO BOX 8050
BENTONVILLE AR 72712-8055

CFT NV DEVELOPMENTS LLC
(1648815)
1683 WALNUT GROVE AVE
ROSEMOND CA 91770-3711

HAZA REALTY LP (1796039)
4415 HIGHWAY 6
SUGAR LAND TX 77478-4476

SURFVIEW MANOR LLC (1701612)
19 BAY VISTA DR
MILL VALLEY CA 94941-1604

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

Ms. Hardeman has submitted her resignation from the P&Z Commission and CIF Committee. The term of office for Place No. 3 will expire in January 2025.

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

- Resignation Letter

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council acknowledge the resignation of Planning and Zoning Commissioner Celestine Sermo, Place No. 5; and declare a vacancy.

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

Resignation

Celestine Sermo

Thu 6/27/2024 3:01 PM

To:P&ZCommission <PZCommission@manortx.gov>

Cc:Mandy Miller <mmiller@manortx.gov>;Scott Dunlop <sdunlop@manortx.gov>

To whom it may concern,

Please accept this letter as formal notification that I am resigning from my position on the P&Z Committee, effective 6/27/2024.

This decision comes as a result of my recent relocation outside of Manor. With the unforeseen events surrounding my labor and delivery, and the subsequent need to prioritize being closer to both my work and children's school, residing in Manor is no longer feasible for my family.

I want to express my sincere gratitude for your grace and understanding during my recent absence. I truly appreciate your support as I navigated this unexpected turn of events.

Despite my absence, I have thoroughly enjoyed serving on the P&Z Committee and contributing to the development of our community. I am grateful for the opportunity to have worked alongside such a dedicated group of individuals and to have played a role in shaping the future of Manor.

I apologize for any inconvenience my departure may cause. I will be happy to assist with the onboarding of my replacement in any way possible.

Thank you again for the opportunity to serve on the P&Z Committee. I wish you all the best in your continued efforts.

Sincerely,

Celestine Sermo

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

Place 3 was declared vacant at the June 5th City Council meeting and Place 5 was declared vacant at the July 3rd City Council meeting. Both places' terms expire January 1, 2025. Alternate Place 1 term expires January 1, 2025 and Alternate Place 2 expires January 1, 2026.

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

STAFF RECOMMENDATION:

The City Staff recommends that the City Council appoint _____ to the Planning & Zoning Commission, Place No. 3; _____ to Place No. 5; and _____ to Alternate No. ____ to fill the unexpired terms.

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

A tract of land consisting of approximately 155.050 acres is located within the extraterritorial jurisdiction (ETJ) of the City of Austin, Texas. The property owner is requesting the property be released from the ETJ of the City of Austin. The City of Austin’s release process requires a resolution from the municipality that the property will become a part of the municipality’s ETJ. The attached resolution is provided to the City Council for consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney

FISCAL IMPACT:

PRESENTATION: NO No

ATTACHMENTS: YES Yes

- Resolution No. 2024-21

STAFF RECOMMENDATION:

Staff recommends City Council 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.

CITY COUNCIL:	Recommend Approval	Disapproval	None
----------------------	---------------------------	--------------------	-------------

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.

WHEREAS, the Cities of Austin, Texas and Manor, Texas are located within Travis County Texas and are adjacent or otherwise share certain common boundaries of extraterritorial jurisdiction and corporate limits; and

WHEREAS, a tract of land consisting of approximately 155.050 acres is located within the extraterritorial jurisdiction of the City of Austin, Texas as more particularly described and depicted on Exhibit “A” attached hereto (the “**Property**”); and

WHEREAS, the owner of the Property desires to have the Property (the “**ETJ Tract**”) be released from the City of Austin, Texas’ extraterritorial jurisdiction and become a part of the extraterritorial jurisdiction of the City of Manor, Texas (the “**City**”) in order to develop the Property as an industrial park; and

WHEREAS, a release of the ETJ Tract from the City of Austin, Texas is necessary in order to develop the Property under the City’s rules and regulations; and

WHEREAS, the City Council of the City of Manor, Texas (the “**City Council**”) has determined that it is in the best interest of the City to have the development of the Property under the City’s rules and regulations by requesting the release of the ETJ Tract from the City of Austin, Texas and adjust the extraterritorial jurisdiction of the City so that the ETJ Tract becomes a part of the extraterritorial jurisdiction of the City.

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

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

SECTION 2. The City Council hereby directs the City Manager of the City to request the release of the ETJ Tract from the City of Austin, Texas and adjust the extraterritorial jurisdiction of the City so that the ETJ Tract becomes a part of the extraterritorial jurisdiction and corporate limits of the City of Manor.

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

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 3rd day of July 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

Exhibit "A"
Property
[attached]

METES AND BOUNDS DESCRIPTION

FOR A 155.050 ACRE TRACT OF LAND SITUATED IN THE TIMOTHY MCKANE SURVEY, ABSTRACT NO. 525 AND THE CALVIN BARKER SURVEY, ABSTRACT NO. 58, TRAVIS COUNTY, TEXAS, AND BEING ALL OF THE CALLED 155.07 ACRE TRACT OF LAND CONVEYED TO CORA E. KOETHER, RECORDED IN DOCUMENT NO. 2019062971 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 155.050 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with cap marked "Diamond Surveying" on the northwest corner of said 155.07 acre Koether tract same being on an angle point in the south right-of-way line of the Capital Metropolitan Transportation Authority Railroad, recorded in Volume 13817, Page 3118, Real Property Records of Travis County, Texas. (a.k.a. Austin Western Railroad and Southern Pacific Railroad), for the northwest corner and **POINT OF BEGINNING** hereof, from which a Coast Geodetic Survey Marker found, bears N 60°33'29" W for a distance of 23.92 feet;

THENCE, **S 72°54'36" E** with the north boundary line of said 155.07 acre Koether tract and said south right-of-way of the Capital Metropolitan Transportation Authority Railroad, for a distance of **2780.05 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the northeast corner of said 155.07 acre Koether tract, same being on the northwest corner of that certain tract of land conveyed to Travis County, recorded in Volume 707, Page 551 of the Deed Records of Travis County, Texas, same being on an angle point in said south right-of-way line of the Capital Metropolitan Transportation Authority Railroad, for the northeast corner hereof, from which an iron rod found with cap marked "KOCH & KOCH SURVEYING" monumenting the northwest corner of the called 216.509 acre tract of land conveyed to Oldcastle Materials Texas Production Assets Company, LLC, recorded in Document No. 2014082976 of the Official Public Records of Travis County, Texas, same being on a point in the east boundary line of said Travis County tract, same being on said south right-of-way line of the Capital Metropolitan Transportation Authority Railroad, bears S 06°10'56" E for a distance of 42.90 feet;

THENCE, with said east boundary line of the 155.07 acre Koether tract and said and said west boundary line of the Travis County tract, the following three (3) courses and distances:

1. **S 27°51'24" W** for a distance of **1258.65 feet** to an iron rod found with cap marked "RPLS 2218" monumenting an exterior ell corner of said 155.07 acre Koether tract and an interior ell corner of said Travis County tract;
2. **N 69°19'57" W** for a distance of **231.38 feet** to an iron rod with cap (illegible) monumenting an interior ell corner of said 155.07 acre Koether tract and an exterior ell corner of said Travis County tract, from which a 1/2" iron rod found monumenting an interior ell corner of said Travis County tract and an exterior ell corner of said 216.509 acre Oldcastle Materials Texas Production Assets Company, LLC tract, bears S 39°34'50" E for a distance of 84.43 feet;

- 3. **S 27°22'23" W** for a distance of **1658.69 feet** to an iron rod found with cap marked "RPLS 2218" monumenting the southeast corner of said 155.07 acre Koether tract and the southwest corner of said Travis County tract, same being on the north boundary line of Lot 79, Block E, Briar Creek Subdivision, recorded in Document No. 200600134 of the Official Public Records of Travis County, Texas, for the southeast corner hereof, from which a 1/2" iron pipe found monumenting the southeast corner of said Travis County tract and the southwest corner of said 216.0509 acre Oldcastle Materials Texas Production Assets Company, LLC tract, same being on said north boundary line of Lot 79, Block E, bears **S 62°34'33" E** for a distance of 32.90 feet;


THENCE, **N 62°29'54" W** with the south boundary line of said 155.07 acre Koether tract and said north boundary line of Lot 79, Block E, for a distance of **2323.90 feet** to a 1/2" iron pipe found monumenting the southwest corner of said 155.07 acre Koether tract and the northwest corner of said Lot 79, Block E, same being on an angle point in the east boundary line of the called 157.79 acre tract of land conveyed to Greenview Development 157 LP, recorded in Document No. 2002149152 of the Official Public Records of Travis County, Texas for the southwest corner hereof;

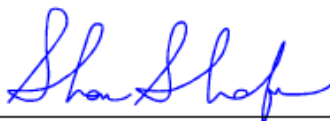
THENCE, **N 23°17'46" E** with the west boundary line of said 155.07 acre Koether tract and said east boundary line of the 157.79 acre Greenview Development 157 LP tract, for a distance of **2398.23 feet** to an iron rod found with cap (illegible) monumenting the northeast corner of said 157.59 acre Greenview Development 157 LP tract and an angle point in said south right-of-way line of Capital Metropolitan Transportation Authority Railroad, for an angle point hereof;

THENCE, **N 26°43'18" E** with said west boundary line of the 155.07 acre Koether tract and said south right-of-way line of the Capital Metropolitan Transportation Authority Railroad, passing at a distance of 50.24 feet an iron rod found with cap marked "RPLS 2218", in all a total distance of **50.66 feet** to the **POINT OF BEGINNING** hereof and containing 155.050 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00007.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
 116 SKYLINE ROAD, GEORGETOWN, TX 78628
 (512) 931-3100
 T.B.P.E.L.S. FIRM NUMBER 10006900



March 28, 2024

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 3, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

A letter agreement with Fletcher, Farley, Shipman & Salinas, L.L.P. to provide litigation services for the representation of the city in connection with the *Austin Bocce League vs. City of Manor* lawsuit. The attached resolution is provided to the City Council for consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney

FISCAL IMPACT:

PRESENTATION: No

ATTACHMENTS: Yes

- Resolution No. 2024-22
- Letter Agreement

STAFF RECOMMENDATION:

Staff recommends 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.

CITY COUNCIL:	Recommend Approval	Disapproval	None
----------------------	---------------------------	--------------------	-------------

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.

WHEREAS, the City Council of the City of Manor, Texas (the “City Council”) desires to obtain litigation services to represent the City of Manor, Texas (the “City”) in a litigation case filed against the City and to authorize the City Manager (the “Authorized Signatory”) to sign a letter agreement for litigation services; and

WHEREAS, 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.

SECTION 2. The approval and execution of the letter agreement by and among Fletcher, Farley, Shipman & Salinas, L.L.P. and the City providing for the representation of the City in connection with a lawsuit styled: Cause No. J1-CV-24-3083; In the Justice of the Peace; Precinct One; Travis County, Texas; *Austin Bocce League vs. City of Manor* (the “Letter Agreement”) is hereby confirmed, ratified, and approved and the City Manager is authorized to execute the Letter Agreement as the Authorized Signatory.

SECTION 3. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 3rd day of July 2024.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST

Lluvia T. Almaraz, City Secretary



Joanna Lippman Salinas

joanna.salinas@fletcherfarley.com

June 24, 2024

Scott Moore, City Manager
City of Manor
105 E. Eggleston Street
Manor, Texas 78653

Re: Cause No. J1-CV-24-3083; In the Justice of the Peace; Precinct One; Travis
County, Texas
Austin Bocce League vs. City of Manor

Dear Mr. Moore:

This letter confirms that Fletcher, Farley, Shipman & Salinas, L.L.P. will represent City of Manor ("City of Manor") in connection with a lawsuit styled: Cause No. J1-CV-24-3083; In the Justice of the Peace; Precinct One; Travis County, Texas; *Austin Bocce League vs. City of Manor* (the "Matter"). Our acceptance of that representation (the "Representation") becomes effective upon the execution and return of the enclosed copy of this letter.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Our Personnel Who Will Be Working on the Matter

I will be primarily working on the Matter, and you may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and legal assistants, will participate in the Representation if, in my judgment, their participation is necessary or appropriate.

Page 2
June 24, 2024

Our Legal Fees and Other Charges

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the maximum fees and charges that will be necessary to resolve or complete the Representation.

From time to time, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances; and therefore, our actual fees and other charges may vary from such estimates.

It is expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the Representation.

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or legal assistants, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. For example, we charge for time spent in the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and legal assistants; factual investigation if needed; legal research; responding to requests from you that we provide information to you; drafting letters and other documents; and travel, if needed.

Partners' time during the Representation will be billed at \$285.00/hour, Senior Associate at \$265.00/hour, Associate at \$235.00/hour and Legal Assistants at \$130.00/hour. Other lawyers, legal assistants, and other personnel may be assigned as necessary to achieve proper staffing. Billing rates for attorneys and legal assistants are reviewed annually and generally are revised at the beginning of each year. No retainer is being requested.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

Page 3
June 24, 2024

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Fletcher, Farley, Shipman & Salinas, L.L.P. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Fletcher, Farley, Shipman & Salinas, L.L.P. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Fletcher, Farley, Shipman & Salinas, L.L.P.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. Otherwise, if both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

FLETCHER, FARLEY,
SHIPMAN & SALINAS, L.L.P.

Joanna Lippman Salinas

JOANNA LIPPMAN SALINAS

JLS/teh

The City of Manor Agrees to and Accepts this Letter
and the Attached Terms of Engagement:

/s/ Scott Moore
Authorized Representative of the City of Manor

Name/Title: Scott Moore, City Manager

Date: June 25, 2024

Page 4
June 24, 2024

Cc: *Via Email: Paige@cityattorneytexas.com>*
Paige H. Saenz, Partner
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Fletcher, Farley, Shipman & Salinas, L.L.P.

Additional Terms of Engagement

This is a supplement to our attached engagement letter. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") in the Matter (as defined in the attached engagement letter). Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Fletcher, Farley, Shipman & Salinas, L.L.P. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the

Page 6
June 24, 2024

representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons or entities. For example, if a corporation, partnership, or other organization is identified as our client in our engagement letter referenced above, we do not represent any related parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities, or affiliates, whether becoming such by virtue of merger, dissolution, acquisition, or any other means. Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related person or entity without first obtaining consent from you or related persons or entities.

It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

Who Will Provide the Legal Services

As our engagement letter confirms, Fletcher, Farley, Shipman & Salinas, L.L.P. will represent you in the Matter. Fletcher, Farley, Shipman & Salinas, L.L.P. is a registered limited liability partnership that has elected to adopt the Texas Revised Partnership Act.

Our firm will be providing legal services. The work required in the Representation, or parts of it, may be performed by firm personnel, including lawyers and legal assistants. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Our Relationships With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by you of our engagement letter constitutes an express agreement with that policy, unless the

Page 7
June 24, 2024

engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to the Matter develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy.

From time to time, our firm may concurrently represent one client in a particular case or matter and, at the same time, our firm may be asked to represent an adversary of that same client in an unrelated case or matter. We would consider doing so only if it is our professional judgment that the firm could undertake the concurrent representation impartially and without any adverse effect on the responsibilities that the firm has to either client.

Specifically, it is possible that, during the Representation, some of our present or future clients will have disputes with you. By accepting these terms of engagement, it is expressly understood and agreed that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to the Representation, even if the interests of such clients in those other matters are directly adverse to yours. We agree, however, that the prospective consent to conflicting representation contained in the preceding sentence shall not apply if, as a result of the Representation, we have obtained proprietary or other confidential information of a non-public nature that, if known to the other client, could be used in any other matter by that client with the result of any material disadvantage to you.

With respect to any such issues that may relate to the Representation, we agree to exercise our professional judgment in accordance with the governing rules pertaining to conflicts of interest. At the same time, it is agreed that you will consent to our representation of other clients in such circumstances if the request for consent is reasonable.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to yours in the Matter that is the subject of this engagement or in some other matter.

Page 8
June 24, 2024

Communications and Confidentiality

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless you specifically direct us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with you and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless you specifically direct otherwise.

Retainers

Clients are often asked to deposit a retainer with the firm. If a retainer has been agreed upon, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed in trust accounts, usually placed in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the jurisdictions in which we practice. All accruing interest is paid to a charitable fund established by those bar associations.

Disclaimer

Fletcher, Farley, Shipman & Salinas, L.L.P. has made no promises or guarantees to you about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal

Page 9
June 24, 2024

conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Fletcher, Farley, Shipman & Salinas, L.L.P. to terminate the Representation. In that event, you will take all steps necessary to release Fletcher, Farley, Shipman & Salinas, L.L.P. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Fletcher, Farley, Shipman & Salinas, L.L.P. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Charges for Other Expenses and Services

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, travel and conference expenses, messenger deliveries, and computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors. It is further agreed that we are expressly authorized to retain any consultants, experts, or vendors that are appropriate, in our judgment, during the Representation.

Page 10
June 24, 2024

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to your account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for expenses and services, which is subject to change from time to time.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Page 11
June 24, 2024

FLETCHER, FARLEY, SHIPMAN & SALINAS, L.L.P.

EXPENSES AND SERVICES SUMMARY

<i>EXPENSE/SERVICE</i>	<i>CHARGE</i>
Binding	Direct Cost
Data Base Research Westlaw	Direct Cost
Deliveries	
Overnight/Express	Direct Cost
Outside Courier	Direct Cost
In-House	N/A
Courthouse Messengers	Direct Cost
Document Scanning	\$.10 per page
Duplicating	
Photocopy	\$0.10 per page
Color photocopy	\$1.00 per page
Microfilm/Microfiche	Direct Cost
Videography (duplication)	Direct Cost
Electronic Mail (via Internet)	No charge
Postage	Direct Cost
Transportation	
Mileage (personal automobile)	Applicable IRS allowable rate per mile
Lodging	Direct Cost
Meals	Direct Cost
Car Rental/Airline/Rail/Etc.	Direct Cost
E-Discovery	Direct Cost

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

Page 13
June 24, 2024

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.