



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, October 02, 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.cityofmanor.org/page/livestream>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

EVENTS/ANNOUNCEMENTS

- A. Hispanic Heritage Celebration, Saturday, October 5, 2024, at Timmermann Park, 12616 Simmer Run.**
Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

PROCLAMATIONS

- A. Declaring the month of October 2024 as “Breast Cancer Awareness Month”**
- B. Declaring the month of October 2024 as “Domestic Violence Awareness Month”**

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 submit it to the designated area prior to the meeting.

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 on a Wastewater Easement for Las Entradas North Section 4.

Submitted by: Michael Burrell, Interim Development Services Director

REGULAR AGENDA

2. Consideration, discussion, and possible action on a Business Associate Agreement with HUB International Texas, Inc.

Submitted by: Tracey Vasquez, HR Director

3. Second and Final Reading: Consideration, discussion, and possible action on an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development

Submitted by: Michael Burrell, Interim Development Services Director

4. Consideration, discussion, and possible action on a License Agreement for the Manor Crossing commercial subdivision.

Submitted by: Michael Burrell, Interim Development Services Director

5. Consideration, discussion, and possible action on an agreement to transfer approximately 15.4217 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.

Submitted by: Michael Burrell, Interim Development Services Director

6. Consideration, discussion, and possible action on a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District.

Submitted by: Scott Moore, City Manager

7. Consideration, discussion, and possible action on a Purchase Agreement for #7 Parts 1 & 2 - Grassdale at Manor, LLC.

Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

- *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;*
- *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;*
- *Sections 551.071, 551.072 and 551.087 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate over the economic development of East Manor Development No.1.;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the proposed code of conduct policy; and*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding proposed amendments to and implementation of the City Council Rules of Procedure*

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.

8. Consideration, discussion, and possible action on a resolution adopting a code of conduct policy addressing disruptive behavior in City-owned facilities and on City-owned property.

Submitted by: Scott Moore, City Manager

9. Consideration, discussion, and possible action on an ordinance regarding proposed amendments to the City Council Rules of Procedures.

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, September 27, 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

Celebración de la HERENCIA HISPANA



Mercado | **Música En Vivo** | **Juegos** | **Comida**
Presentación Cultural

Sáb., 5 de Octubre | 12 PM - 6 PM
Timmermann Park, 12616 Skimmer Run



HISPANIC HERITAGE Celebration



Market | Live Music | Games | Food Truck
Cultural Performance

Sat., Oct. 5th | 12 PM - 6 PM
Timmermann Park, 12616 Skimmer Run





PROCLAMATION

WHEREAS, Breast Cancer Awareness Month is a worldwide annual campaign in October, involving thousands of organizations, to highlight the importance of breast cancer awareness, education and research; and

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among women; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations are dedicated to discovering a cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors which gives us hope for a better future; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening.

NOW, THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of October 2024, as:

“Breast Cancer Awareness Month”

in the City of Manor and encourage all citizens to talk to family and friends about getting screened and to join in on activities that will increase awareness and prevention of breast cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 2nd day of October 2024.

Dr. Christopher Harvey, Mayor
City of Manor



PROCLAMATION

WHEREAS, since 1981, October has been recognized as National Domestic Violence Awareness Month to bring attention to lifesaving resources for domestic violence survivors. Domestic violence does not discriminate, touching all communities regardless of age, race, disability, gender identity, or socioeconomic status, with over 1 in 3 women (35.6%) and 1 in 4 men (28.5%) in the United States having experienced domestic violence during their lifetime; and

WHEREAS, in just one day, across the U.S., nearly 75,000 victims of domestic violence sought services from programs and shelters. The state of Texas has 147 organizations dedicated to providing domestic violence services to survivors, demonstrating a statewide commitment to addressing this critical issue. The impact of domestic violence is far-reaching, directly affecting individuals and society, within our community, across the United States, and throughout the world; and

WHEREAS, during National Domestic Violence Awareness and Prevention Month, we stand with the tens of millions of people who have experienced intimate partner violence, recognizing their strength and resilience, and the City of Manor joins with others across Texas and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies committed to increasing public awareness and sending a clear message to offenders that domestic violence is not tolerated in Manor; and

WHEREAS, our Victim Services at the Manor Police Department has formed powerful partnerships with various local organizations dedicated to preventing domestic violence and supporting survivors. Some of these organizations will be honored here tonight for their invaluable contributions, recognizing that victims and survivors need comprehensive services, but above all, genuine and non-judgmental support from friends, family, and our community to help them rebuild their lives;

NOW THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of October 2024, as:

“Domestic Violence Awareness Month”

in the City of Manor, Texas and urges all residents to become involved in efforts to prevent and respond to domestic violence and recognize the impact of domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 2nd day October 2024.

Dr. Christopher Harvey, Mayor
City of Manor

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Michael Burrell, Interim Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Wastewater Easement for Las Entradas North Section 4.

BACKGROUND/SUMMARY:

This is a permanent wastewater easement for the Las Entradas North development and a part of the Las Entradas North Section 4 final plat being processed.

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

- Easement

STAFF RECOMMENDATION:

Staff recommends City Council approve the Wastewater Easement for Las Entradas North Section 4.

1. Purpose of Easement. The Easement expressly granted herein is for the purpose of operation, use, maintenance, repair, inspection, replacement, and restoration of wastewater facilities, including without limitation wastewater lines and other related fixtures, appurtenances, equipment, and fittings incidental thereto, that are installed, constructed or placed within the **EASEMENT PROPERTY** by **GRANTOR** (collectively, the “Facilities”), together with a right of ingress and egress to and from same, in, over, under, through and across the **EASEMENT PROPERTY**.

2. Duration of Easement. The Easement is permanent in nature, shall run with the land, be binding upon and inure to the benefit of **GRANTOR, GRANTEE** and their respective successors and assigns, and shall forever encumber the **EASEMENT PROPERTY** unless and until the following event occurs: execution by **GRANTOR** and acceptance by **GRANTEE**, or their respective successors and assigns, of a conveyance deed transferring the **EASEMENT PROPERTY** and Facilities to **GRANTEE** or **GRANTEE’s** successor and assigns.

3. Grantee’s Rights and Obligations. **GRANTEE**, and **GRANTEE’s** successors and assigns, shall have the following rights and obligations with respect to the Easement, the Facilities and the **EASEMENT PROPERTY**:

(a) **GRANTEE** shall be responsible for operation, use, maintenance, repair, inspection, replacement, and restoration of the Facilities;

(b) **GRANTEE** shall have the right to prevent construction or maintenance of any structures or improvements within the **EASEMENT PROPERTY** that may endanger or materially interfere with the efficiency, safety, or operation of the Facilities, or otherwise unreasonably interfere with the use of the Easement by **GRANTEE** or **GRANTEE’s** authorized agents or contractors. This provision shall not be construed to limit or restrict construction or maintenance of improvements that will not endanger or materially interfere with the efficiency, safety, or operation of the Facilities, and **GRANTOR** is expressly authorized to construct and install streets, roads, curbs and gutters within the **EASEMENT PROPERTY**;

(c) **GRANTEE** shall have the right to reasonably trim trees or other vegetation within the **EASEMENT PROPERTY** to the extent that **GRANTEE**, in its reasonable judgment, deems necessary to prevent interference with or hazard to the operation of the Facilities; and

(d) **GRANTEE** and its contractors, agents, and employees shall have free and unrestricted access to the Facilities and every part of the **EASEMENT PROPERTY**, at all times for the purpose of exercising any rights hereunder, including but not limited to, maintenance and repair of the Facilities. To the extent that it becomes necessary for **GRANTEE** in the exercise of any rights hereunder to disturb, excavate or otherwise damage any streets, roads, curbs, gutters or other surface improvements as required by City of Manor Ordinances within the **EASEMENT PROPERTY**, **GRANTEE** shall be solely responsible for restoration of such surface improvements. **GRANTOR** shall have no obligation to restore any surface improvements within the **EASEMENT PROPERTY**, except to the extent of any damages thereto that are directly caused by the negligence or willful misconduct of **GRANTOR**.

4. Grantor's Rights and Obligations. **GRANTOR**, **GRANTOR's** successors and assigns, shall have the following rights and obligations with respect to the Easement, the Facilities and the **EASEMENT PROPERTY**:

(a) **GRANTOR** shall have the right, and be obligated, to construct the Facilities; and

(b) Subject to the agreements, terms, conditions and covenants herein set forth, **GRANTOR** reserves and shall have the right to use the **EASEMENT PROPERTY** for any and all purposes that do not materially interfere with the efficiency, safety, or operation of the Facilities, or otherwise materially interfere with the use of the Easement by **GRANTEE**.

5. Permitted Encumbrances. The Easement is expressly granted subject to all encumbrances, restrictions, liens, covenants, easements and other matters of record in the county where the Easement is located, and all matters visible or apparent on the ground that a true and correct survey would reveal, to the extent that the same are in existence as of the date hereof.

6. Abandonment. In the event of abandonment of the Easement by **GRANTEE** or **GRANTEE's** successors and assigns, neither **GRANTOR** nor any of **GRANTOR's** successors and assigns shall have any obligation to restore the **EASEMENT PROPERTY** disturbed by the exercise of the rights granted herein, and in particular shall have no obligation to operate, maintain or remove any of the Facilities.

7. Assignment. The Easement and the rights of **GRANTEE** hereunder may be assigned only to a political subdivision of the State of Texas or other Texas government entity. Any such assignment of the Easement and the rights of **GRANTEE** hereunder must include an express assumption by the assignee of the obligations set forth herein.

8. Amendment or Modification. Any amendment or modification of this instrument must be in writing and duly executed and delivered by **GRANTOR** and **GRANTEE**, or their respective successors and assigns.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Easement and the rights herein granted unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under **GRANTOR**, but not otherwise.

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

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

GRANTOR:

LAS ENTRADAS DEVELOPMENT CORPORATION
a Texas corporation

By: _____
Name: Peter A. Dwyer
Title: President
Date: _____

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2024, by Peter A. Dwyer, as President of LAS ENTRADAS DEVELOPMENT CORPORATION, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

CONSENT OF LIENHOLDER

THE UNDERSIGNED, is the owner and holder of certain indebtedness and obligations all or a portion of which is secured by the real property described in **Exhibit "A"**, incorporated into the foregoing Wastewater Easement hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

LIENHOLDER:

BANK OZK,
an Arkansas banking corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2024.

(SEAL)

Notary Public-State of _____

**Easement Property
[attached]**

EXHIBIT "A"

A METES AND BOUNDS
DESCRIPTION OF A
0.687 ACRE TRACT OF LAND

BEING a 0.687 acre (29,936 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of the remainder of that certain 105.170 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod (with plastic cap stamped Abraham Dashner, RPLS 5901) found on the southeasterly right-of-way line of U.S Highway 290 (variable width public right-of-way), from which the northwest corner of said 105.170 acre tract bears South 74°02'48" West, 1230.22 feet.

THENCE, North 74°01'57" East, 11.32 feet along the southeasterly right-of-way line of said U.S. Highway 290 to a point for corner;

THENCE, crossing said 105.170 acre tract, the following fifteen (15) courses and distances:

1. South 15°56'15" East, 85.14 feet to a point for corner;
2. South 24°46'18" East, 183.87 feet to a point for corner;
3. South 29°14'02" East, 134.06 feet to a point for corner;
4. South 36°22'59" East, 118.81 feet to a point for corner;
5. South 51°11'36" East, 125.25 feet to a point for corner;
6. South 66°08'14" East, 120.46 feet to a point for corner;
7. South 81°48'06" East, 137.52 feet to a point for corner;
8. North 88°59'54" East, 388.04 feet to a point for corner;
9. South 77°18'45" East, 146.30 feet to a point for corner;
10. South 61°25'31" East, 111.60 feet to a point for corner;
11. South 51°16'26" East, 122.39 feet to a point for corner;
12. South 23°49'48" West, 144.23 feet to a point for corner;
13. South 66°10'12" East, 91.87 feet to a point for corner;
14. South 09°58'20" East, 79.66 feet to a point for corner;
15. South 36°20'06" East, 10.90 feet to a point on the northerly boundary of a called 6.018 acre tract described in instrument to Lions Club of Manor Inc., in Document No. 2012084132 of the Official Public Records of Travis County;

THENCE, North 80°21'22" West, 21.06 feet along the northerly boundary of said 6.018 acre tract to a point for corner;

THENCE, crossing the aforesaid 105.170 acre tract the following fourteen (14) courses and distances:

1. North 09°58'20" West, 74.35 feet to a point for corner;
2. North 66°10'12" West, 98.66 feet to a point for corner;
3. North 23°49'48" East, 147.70 feet to a point for corner;
4. North 51°16'28" West, 109.53 feet to a point for corner;
5. North 61°25'31" West, 108.18 feet to a point for corner;
6. North 77°18'45" West, 142.40 feet to a point for corner;
7. South 88°59'54" West, 387.45 feet to a point for corner;
8. North 81°48'06" West, 140.79 feet to a point for corner;
9. North 66°08'14" West, 124.49 feet to a point for corner;
10. North 51°11'36" West, 129.16 feet to a point for corner;
11. North 36°22'59" West, 121.69 feet to a point for corner;
12. North 29°14'02" West, 135.58 feet to a point for corner;
13. North 24°46'18" West, 185.62 feet to a point for corner;
14. North 15°56'15" West, 86.30 feet to a point for corner on the southeasterly right-of-way line of aforesaid U.S. Highway 290;

THENCE, North 74°05'26" East, 3.68 feet along the southeasterly right-of-way line of U.S. Highway 290 to the POINT OF BEGINNING, and containing 0.687 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined GRID to SURFACE scale factor of 1.00007662706 This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
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SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

EXHIBIT OF A 0.687 ACRE
WASTEWATER LINES EASEMENT
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546, CITY OF MANOR,
TRAVIS COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAB	JGM	3/2/2023	069241754	1 OF 3

BLANKENSHIP, JAMES 3/2/2023 2:53 PM K:\SNA_SURVEY\SHADOWVIEW DEVELOPMENT\069241753-LAS ENTRADAS SOUTH SECTION 2 & 3\DWG\EXHIBITS\0.687AC WASTEWATER LINES EASEMENT.DWG

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N74°01'57"E	11.32'	L21	N51°16'26"W	109.53'
L2	S15°56'15"E	85.14'	L22	N61°25'31"W	108.18'
L3	S24°46'18"E	183.87'	L23	N77°18'45"W	142.40'
L4	S29°14'02"E	134.06'	L24	S88°59'54"W	387.45'
L5	S36°22'59"E	118.81'	L25	N81°48'06"W	140.79'
L6	S51°11'36"E	125.25'	L26	N66°08'14"W	124.49'
L7	S66°08'14"E	120.46'	L27	N51°11'36"W	129.16'
L8	S81°48'06"E	137.52'	L28	N36°22'59"W	121.69'
L9	N88°59'54"E	388.04'	L29	N29°14'02"W	135.58'
L10	S77°18'45"E	146.30'	L30	N24°46'18"W	185.62'
L11	S61°25'31"E	111.60'	L31	N15°56'15"W	86.30'
L12	S51°16'26"E	122.39'	L32	N74°05'26"E	3.68'
L13	S23°49'48"W	144.23'	L34	N08°48'40"W	372.59'
L14	S66°10'12"E	91.67'	L35	N11°31'13"W	160.49'
L15	S09°58'20"E	79.66'	L36	N83°51'51"E	672.07'
L16	S36°20'06"E	10.90'	L37	S86°48'29"E	67.28'
L17	N80°21'22"W	21.06'			
L18	N09°58'20"W	74.35'			
L19	N66°10'12"W	98.66'			
L20	N23°49'48"E	147.70'			

GEODETTIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED GRID TO SURFACE SCALE FACTOR FOR THE PROJECT IS 1.00007662706. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



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 REGISTERED PROFESSIONAL
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**EXHIBIT OF A 0.687 ACRE
 WASTEWATER LINES EASEMENT
 JAMES MANOR SURVEY NO. 40,
 ABSTRACT NO. 546, CITY OF MANOR,
 TRAVIS COUNTY, TEXAS**

Kimley»Horn

10101 Reunion Place, Suite 400
 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAB	JGM	3/2/2023	069241754	3 OF 3

BLANKENSHIP, JAMES 3/2/2023 2:53 PM K:\SNA_SURVEY\SHADOWVIEW DEVELOPMENT\069241753-LAS ENTRADAS SOUTH SECTION 2 & 3\DWG\EXHIBITS\0.687AC WASTEWATER LINES EASEMENT.DWG

**A METES AND BOUNDS
DESCRIPTION OF A
0.107 ACRE WASTEWATER LINES EASEMENT**

BEING a 0.107 acre (4,653 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; and being a portion of that certain 104.825 acre tract described in instrument to Las Entradas Development Corporation, recorded in Document No. 2007002485 of the Official Public Records of Travis County; and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod (with illegible plastic cap) found on the northwesterly right-of-way line of U.S. Highway 290 (variable width public right-of-way) and marking the southwest corner of that certain 2.020 acre tract described in instrument to Travis County in Volume 779, Page 343 of the Official Public Records of Travis County;

THENCE, South 74°07'57" West, 140.59 feet along the northwesterly right-of-way line of said Highway 290 to a point for corner marking the southwesterly corner of the westerly line of proposed Entrada Boulevard, a 90 foot wide public right-of-way shown on Las Entradas North Section 4A, plat pending, not yet of record;

THENCE, North 15°53'05" West, 15.00 feet along the westerly right-of-way line of said proposed Entrada Boulevard to the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the westerly right-of-way line of said proposed Entrada Boulevard and crossing aforesaid 104.825 acre tract the following twelve (12) courses and distances:

1. South 74°07'57" West, 235.25 feet to a point for corner;
2. South 15°53'05" East, 15.00 feet to a point on the northwesterly right-of-way line of said Highway 290;
3. South 74°07'57" West, 15.00 feet along the northwesterly right-of-way line of said Highway 290 to a point for corner;
4. North 15°53'05" West, 15.00 feet to a point for corner;
5. South 74°07'57" West, 22.50 feet to a point for corner;
6. North 15°53'05" West, 15.00 feet to a point for corner;
7. North 74°07'57" East, 22.50 feet to a point for corner;
8. North 15°53'05" West, 22.50 feet to a point for corner;
9. North 74°07'57" East, 15.00 feet to a point for corner;
10. South 15°53'05" East, 22.50 feet to a point for corner;
11. North 74°07'57" East, 235.25 feet to a point on the southwesterly right-of-way line of aforesaid proposed Entrada Boulevard;
12. South 15°53'05" East, 15.00 feet along the southwesterly right-of-way line of proposed Entrada Boulevard to the **POINT OF BEGINNING** and containing 0.107 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Surface to Grid scale factor is 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

**EXHIBIT OF A 0.107 ACRE
WASTEWATER
LINES EASEMENT
J. MANOR SURVEY 40,
ABSTRACT NO. 546
CITY OF MANOR,
TRAVIS COUNTY, TEXAS**



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

Kimley»Horn
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAB	JGM	2/27/2023	069241754	1 OF 2

BLANKENSHIP, JAMES 2/27/2023 4:19 PM K:\SNA_SURVEY\SHADOWVIEW DEVELOPMENT\069241754-LAS ENTRADAS NORTH SECTION 4 & 6\DWG\EXHIBITS\0.107AC WASTEWATER EASEMENT.DWG

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Tracey Vasquez, Director
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Business Associate Agreement with HUB International Texas, Inc.

BACKGROUND/SUMMARY:

The Business Associate Agreement (BAA) is proposed between HUB International Texas, Inc. and the Employee Welfare Benefit Plans of the City of Manor to outline the terms for handling Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act (HIPAA). The BAA specifies the responsibilities of both parties regarding the use, disclosure, and protection of PHI, including implementing safeguards, reporting breaches, and ensuring subcontractor compliance. The agreement also covers the conditions for the termination of the contract and the handling of PHI post-termination.

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

- Business Associate Agreement

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve the Business Associate Agreement (BAA) between HUB International Texas, Inc. and the Employee Welfare Benefit Plans of the City of Manor and authorize the City Manager to execute the agreement and oversee compliance with its terms.

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “BAA”), dated as of August 26, 2024, is entered into by and between HUB International Texas, Inc. (“Business Associate”) and those Employee Welfare Benefit Plans (as defined in the Employee Retirement Income Security Act of 1974) of **the City of Manor** (“Plan Sponsor”) that are subject to 45 CFR Parts 160 and 164, Subparts A and E and 45 CFR Parts 160 and 164, Subpart C (each a “Covered Entity”) and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

WHEREAS, pursuant to certain services agreements (the “Agreements”), Business Associate provides services to Covered Entity that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information;

WHEREAS, in providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information; and

WHEREAS, Business Associate and Covered Entity are committed to compliance with all federal and state laws governing Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the “HIPAA Rules”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

- A. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).
- B. *Designated Record Set*. “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.
- C. *Electronic Protected Health Information*. “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- D. *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

- E. *HHS*. “HHS” shall mean the U.S. Department of Health and Human Services.
- F. *Individual*. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103.
- G. *Privacy Rule*. “Privacy Rule” shall mean that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- H. *Protected Health Information*. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.
- I. *Required By Law*. “Required by Law” shall have the same meaning as the term “required by law” at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).
- J. *Secretary*. “Secretary” shall mean the Secretary of HHS.
- K. *Security Incident*. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- L. *Successful Security Incident*. “Successful Security Incident” shall mean any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity.
- M. *Transaction*. “Transaction” shall have the meaning as the term “transaction” in 45 CFR §160.103.
- N. *Unsecured Protected Health Information*. “Unsecured protected health information” shall have the meaning as the term “unsecured protected health information” in 45 CFR §164.402.
- O. *Unsuccessful Security Incident*. “Unsuccessful Security Incident,” shall mean any Security Incident that is not a Successful Security Incident.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

- A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.
- B. To implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.
- C. To mitigate, to the extent practicable, any harmful effect that is known to Business

Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

- D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, and any Successful Security Incident of which Business Associate becomes aware. The parties further stipulate and agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any Unsuccessful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore, this BAA constitutes the report from Business Associate that these incidents occur.
- E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.
- F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual's designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- G. To make any necessary amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining Business Associate's compliance with the HIPAA Rules.
- I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.
- J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR

§164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).

- K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.
- L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.
- N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

- A. *Use or disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below. All uses or disclosures must be in compliance with the conditions outlines in this BAA.
- B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate. This includes using PHI to ensure compliance with the terms of this BAA and ensure adherence to applicable laws and regulations.
- C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the

person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

- A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. Notify Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.
- E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

V. TERM AND TERMINATION

- A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.
- B. **Termination for Cause.** Without limiting the rights of the Parties respecting termination under the Parties' Agreements:
 - 1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within thirty (30) days as is specified by Covered Entity, or immediately terminate this

BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

2. **By Business Associate.** Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

C. **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and
5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. MISCELLANEOUS PROVISIONS

- A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.
- B. **Amendment.** The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- C. **Survival.** The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.
- D. **Governing Law.** This BAA shall be governed by the laws of the State of Texas.
- E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.
- F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.
- G. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.
- H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.
- I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized

representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.

- J. **Interpretation of this Agreement.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.
- K. **Indemnification.** To the extent permitted by law, each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, losses, liabilities, or damages arising from the indemnifying Party's breach of this BAA or its obligations under the HIPAA Rules, including any fines or penalties imposed by regulatory bodies.
- L. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business associate agrees to mitigate any damages caused by such breach.
- M. **Statutory Verifications.** Business Associate verifies that:

(a) To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Business Associate represents that neither the Business Associate nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Business Associate (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(b) To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Business Associate represents that the Business Associate nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Business Associate is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(c) The Business Associate hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental

entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).

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

- N. **Form 1295.** In compliance with the State of Texas Government Code, Section 2252.908, if applicable, the City requires that Contractor must complete the online Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us. Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to execution of this Agreement and any payment to

Business Associate hereunder, Business Associate shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

BUSINESS ASSOCIATE: HUB International Texas, Inc.

By: _____

Name: Brett Bowers_____

Title: Account Executive_____

Address of Business Associate:
HUB International Texas, Inc.
10000 N. Central Expy., Ste. 1200
Dallas, TX 75231

For Notices, a copy (which will not constitute notice) shall be sent to:
HUB International Limited
c/o Legal Department
300 N. LaSalle St., 17th Floor
Chicago, IL 60654

PLAN SPONSOR: City of Manor
on behalf of its group health plan as Covered Entity

By: _____

Name: Scott Moore

Title: City Manager

Address of Plan Sponsor:



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Michael Burrell, Interim 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 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development

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 direct frontage on US Hwy 290 (approximately 220') 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 340' from the subject lot's southern property line. The property to the west is a self-storage business, the property across US 290 is vacant, and the property to the east is the property zoned for Heavy Commercial with stipulations on July 3, 2024, by ordinance 754. Within 750' are an industrial building housing a large mechanical/plumbing company, a concrete manufacturing facility, and the residential units along Voelker Lane.

This area on our Future Land Use Map is designated as 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 "mini-storage warehouse" which is a similar use as their direct neighbor to the west, Blue Star Storage. Under the city's zoning code, a Mini-storage warehouse is conditionally permitted in C-1 Light commercial, C-2 Medium Commercial, and C-3 Heavy Commercial zoning.

The conditions are as follows:

- The site is a minimum of four acres, which includes an office, enclosed individual self-storage lease space, and may include a caretaker residence and outdoor parking lease spaces for boats, RVs, trucks, and trailers, excluding storage of wrecked or inoperable vehicles, comprising no more than 20 percent of the gross site area.
- Any buildings with exterior access to the storage facilities do not exceed 12 feet in height, which may be increased to 16 feet for buildings built solely for boats and recreational vehicles.
- Any buildings with interior access to the storage facilities have a maximum height of 30 feet.
- Individual storage units cannot exceed 2,000 cubic feet, excluding units used to store boats, RVs, trucks, and trailers.
- A six-foot privacy fence encloses the entire area that includes the self-storage use, with exception of the office and its customer and employee parking.
- Any outdoor storage/parking of boats, RVs, trailers, etc. is located a minimum of 20 feet from any property line.
- If a caretaker residence is part of the use, it is in connection with the office at the entry to the development and is:
 1. A minimum of 800 square feet.
 2. Has a pitched roof.
 3. Has a maximum height of 30 feet.

The Planning and Zoning Commission voted to recommend approval with a vote of 5 yays and 1 abstention from Commissioner Nila with only these allowed uses:

- General retail sales, general
- Mini-storage warehouse
- Any use protected by law.

LEGAL REVIEW: Yes, Shruti Vanaparth, Associate Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. ___
- Letter of Intent
- Rezoning Map
- Aerial Image
- Comprehensive Plan FLUM
- Commercial Corridor Dashboard
- C-2 permitted uses
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the second reading of Ordinance No. ___ Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial with only the above allowed conditions.

PLANNING & ZONING COMMISSION:

Recommend Approval
X

Disapproval

None



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM (A) AGRICULTURAL TO (C-2) MEDIUM COMMERCIAL; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AN EFFECTIVE DATE; OPEN MEETING CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the property located at 16005 E US Hwy 290, Manor, TX, approximately 4 acres in size, is currently zoned (A) Agricultural;

Whereas, the property was annexed into the city on September 20, 2017, by Ordinance No. 483, which defaulted the zoning to Agricultural upon annexation;

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

Whereas, the Planning and Zoning Commission has reviewed the request and voted to recommend approval with specific conditions and allowed uses;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the hearing, the City Council has conducted a public hearing to review the rezoning request and finds that a substantial change in the circumstances of the Property justifies the rezoning;

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 Zoning Ordinance. Ordinance No. 185, as amended, the City of Manor Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district (A) Agricultural to (C-2) Medium Commercial. The Property is accordingly hereby rezoned Medium Commercial (C-2), subject to the following conditions:

The only uses permitted are:

- General retail sales
- Mini-storage warehouse
- Any use protected by law.

Section 4. Severability. 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 hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 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, Chapt. 551, Loc. Gov't. Code.

Section 6. Effective Date. 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.

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

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of October 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT "A"

Property Address: 16005 US HIGHWAY 290 EAST, Manor, Travis County, Texas
Property Legal Description: Lot 14 Bluebonnet Park

Memo

To: City of Manor Planning and Zoning
From: Foresite Group, LLC
Date: 8/7/2024
Re: Letter of Intent – Rezoning of 16005 US 290 Manor, TX.

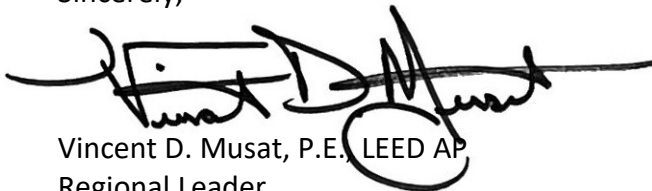
To whom it may concern,

Foresite Group, LLC is submitting a rezoning application on behalf of White Oak Development. The site is located at 16005 US 290, Manor, TX 78621. The site, consisting of approximately 4.00 acres, is within the Full Purpose Jurisdiction of the City of Manor. The lot is platted and has the legal description of, Lot 14 Bluebonnet Park in Travis County, Texas.

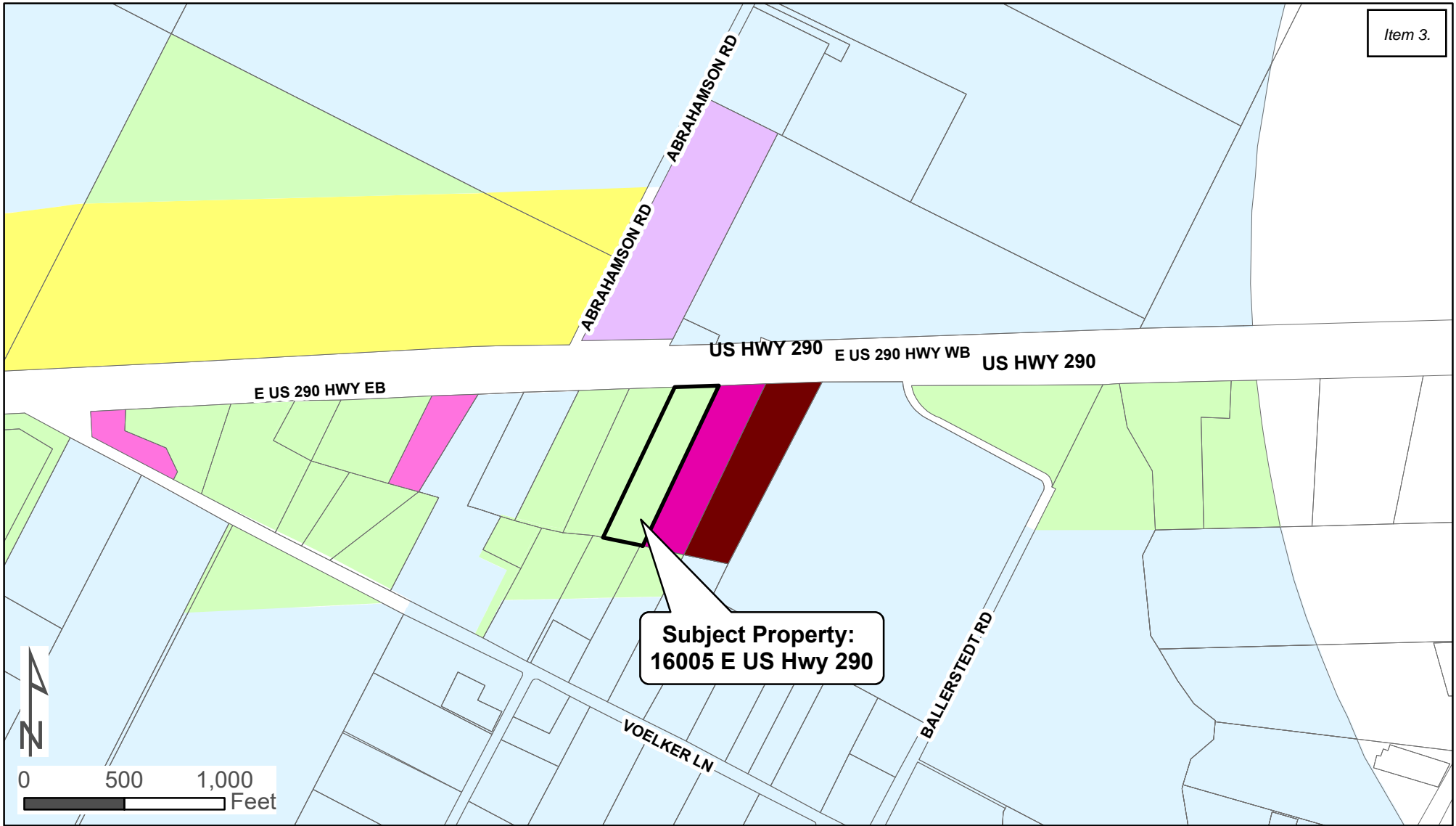
The site is currently zoned Agricultural by default following annexation that was passed and approved on September 20, 2017. On behalf of the owner, we are seeking rezoning of the lot from Agricultural to Medium Commercial (C-2) to accommodate the proposed use of “mini-storage warehouse” which is not permitted in the Agricultural district but is a conditional use in the Medium Commercial zoning district.

Please accept the following submittal package and support materials. If you have any questions or concerns, please feel free to contact me at vmusat@fg-inc.net.

Sincerely,



Vincent D. Musat, P.E. LEED AP
Regional Leader
Foresite Group, LLC



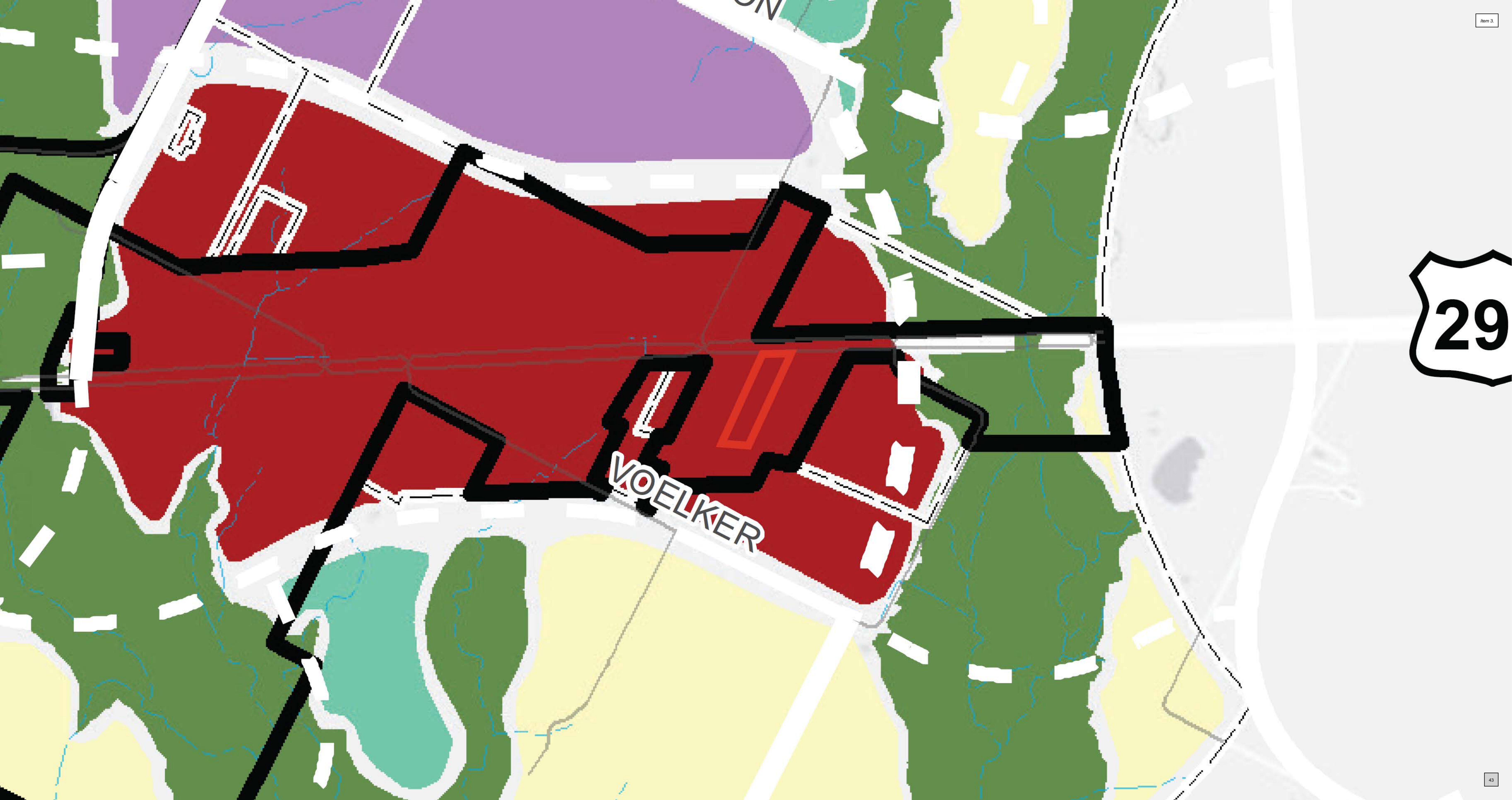
Current:
(A) Agricultural

Proposed:
(C-2) Medium 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.

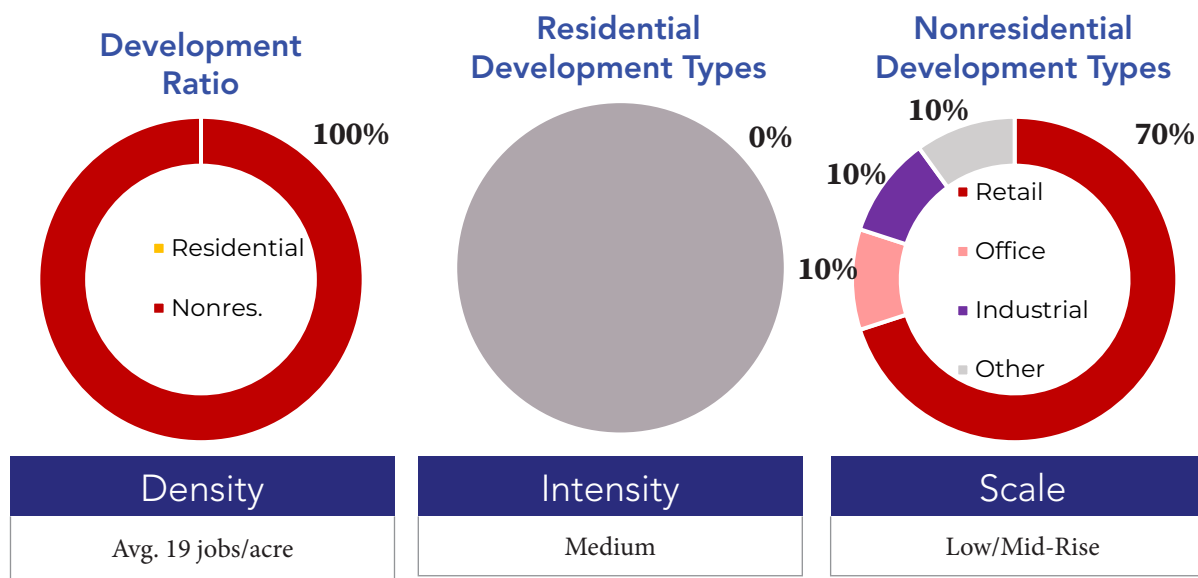
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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-2

Medium Commercial

The medium commercial district is intended for moderately dense commercial development, such as large-format retailers and malls, serving local and regional needs. Medium commercial uses should be located along or the intersections of major roadways to accommodate the traffic generated.

Permitted and Conditional Uses

Non-Residential Uses

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

C-2

Medium Commercial

Site Development Standards

Lot		Massing	
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	100 ft ¹	Minimum Setbacks:	
Maximum principle structure lot coverage	60% ²	Front Setback	20 ft
		Streetside Setback	15 ft
Maximum principle and accessory structure lot coverage ³	70%	Exterior Side Setback	40 ft ⁶
		Rear Setback	40 ft ⁶
Landscape Requirement	15% ³		
Streetscape yard	15 ft ⁴		
Bufferyard	25 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 10 ft



8/28/2024

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 16005 E US 290 Rezoning from (A) Agricultural to (C-2) Medium Commercial
 Case Number: 2024-P-1677-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 16005 E US Hwy 290, Manor, TX from (A) Agriculture to (C-2) Medium 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 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development

The Planning and Zoning Commission will meet at 6:30PM on September 11, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on September 18, 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 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

PHANTASTIC ENDEAVOR LLC
3345 KENDALL LN
IRVING, TX 75062-6593

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

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

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

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

LOUGRACE VERNA
15916 VOELKER LN
ELGIN, TX 78621-4111

FARMER JERRY R JR &
BELINDA CLARK
15905 HIGHWAY 290 E
ELGIN, TX 78621-4127

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

TILB HOLDINGS LLC
214 ABBEYVILLE WALK
LAKEWAY, TX 78738-4429

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

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Michael Burrell, Interim Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a License Agreement for the Manor Crossing commercial subdivision.

BACKGROUND/SUMMARY:

The City’s Planning and Zoning Commission previously approved the plat for the Manor Crossing subdivision which provided for the placement of a sign in the City’s right of way through the application for and approval of a license agreement. In addition, the City’s Planning and Zoning Commission recently approved plans for improvements related to of the pylon sign and placement of the sign in the City’s median. The plans are subject to approval of the license agreement. The attached license agreement is provided for consideration by the City Council for the construction and placement of the pylon sign.

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

- License Agreement

STAFF RECOMMENDATION:

Staff recommends City Council approve the License Agreement with 13100 FM 973, Inc. and Manor Crossing Property Owners Association for the Manor Crossing commercial subdivision and authorize the City Manager to execute the license agreement.



**CITY OF MANOR
LICENSE AGREEMENT**

This License Agreement (the “**Agreement**”) is made and entered into on this the ____ day of _____, 2024 (the “**Effective Date**”) by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “**City**” or “**Licensor**”), 13100 FM 973, Inc., a Texas corporation (“**Developer**”) and MANOR CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the “**Association**” and collectively with the Developer, the “**Licensee**”). The City and the Licensee are referred to together as the “**Parties**”.

RECITALS

WHEREAS, Developer is the developer of Manor Crossing (“**Manor Crossing**”), a commercial subdivision in Travis County, Texas, as shown on plat recorded under Document No. 202300254 of the Official Public Records of Travis County, Texas (“**Plat**”); and

WHEREAS, the Association is the property owner’s association for Manor Crossing described in Amended and Restated Declaration of Covenants, Restrictions and Reciprocal Easements dated November 13, 2023, as recorded under Document No. 2023129059, Official Public Records, Travis County, Texas (the “**Declaration**”); and

WHEREAS, Manor Crossing contains two (2) publicly-owned right of ways, one called Manor Crossing Blvd., and one called Manor Commerce Blvd.; and

WHEREAS, Manor Crossing Blvd. contains a median area shown on **Exhibit “A”** attached hereto (“**Median Area**”) near the intersection of U.S. Highway 290 E., to be improved with a large, illuminated, multi-tenant, permanent pylon sign advertising the shops, restaurants and businesses in Manor Crossing (“**Pylon Sign**”); and

WHEREAS, the Pylon Sign is integral to the shops, restaurants and businesses in Manor Crossing and is the same Sign referenced in Plat Note 18 of the Plat stating that the “City of Manor will allow a sign to be placed within the ROW of Manor Crossing Blvd. provided an application for a license agreement is submitted and approved by the City of Manor”; and

WHEREAS, the City desires to authorize the Licensee permission to enter and use the Median Area within Manor Crossing Blvd. to construct, improve, install, and maintain the Pylon Sign under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

I. RECITALS

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

II. PURPOSE OF LICENSE AGREEMENT

2.01. The City grants to Licensee an exclusive license and permission to use the Licensed Property (hereinafter defined) for the following purposes only:

Construction, improvement, installation, operation, maintenance and repair of the Pylon Sign and related improvements constructed or installed by Licensee in the Median Area (the “**Improvements**”); a copy of the plans for the Improvements are shown and described in **Exhibit “B”** attached hereto.

The “**Licensed Property**” refers to the real property located within the Median Area as more particularly shown and described in **Exhibit “A”** attached hereto.

2.02. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a timely manner without delay; and (c) the Licensee will construct the Improvements according to plans attached to this Agreement or filed with the City. Licensee agrees to obtain the City’s approval to any material changes in construction which are not shown on the approved plans. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

2.04 The City also grants to each Pylon Sign User (defined in the Declaration) and any tenant of a Pylon Sign User a license to install, maintain, replace and repair its applicable panel located in the individual advertising cabinets within the Pylon Sign as permitted under the Declaration.

III. FEE

3.01. No annual fee shall be due in connection with this Agreement.

IV. CITY'S RIGHTS TO LICENSED PROPERTY

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees and contractors, to maintain, use, operate, and renew any existing public utilities facilities or franchised public utilities beneath the Licensed Property.

4.02. The uses of the Licensed Property by the City as described in Section 4.01 are permitted even though such use may interfere with Licensee's use of the Licensed Property or damage the Improvements; provided however, once the Improvements are in place, the City agrees to (i) use commercially reasonable efforts to avoid damaging the Improvements, and (ii) notify Licensee in writing at least thirty (30) days prior to performing work that may damage the Improvements (except in the case of a declared emergency). In case of a declared emergency, damage to Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time upon 24 hours prior written notice, to remove any of the Pylon Sign whenever such removal is deemed reasonably necessary by the City for protecting persons or property from imminent danger due to damage to, or neglect of, the structure of the Pylon Sign; provided however, the City will only remove the Pylon Sign (or a portion thereof) if the City reasonably deems the Pylon Sign not remediable by alteration, repair or maintenance. If the Pylon Sign (or a portion thereof) is removed, Licensee shall have the right to rebuild or re-construct the Pylon Sign upon written notice to the City as long as the re-built or re-constructed Pylon Sign will not cause danger to persons or property.

V. INSURANCE

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

5.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-

renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

5.03 After the Improvements are installed and operational, the City agrees that only the Association shall be required to maintain the commercial general liability insurance policy required under this Section 5.

VI. INDEMNIFICATION

6.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VII. CONDITIONS

7.01. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

7.02. Maintenance. Licensee shall maintain the Licensed Property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of the Parties. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

7.04. Default; Notice. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice of the existence of a default with a reasonable description thereof (“**Default Notice**”) to the address set forth below by (i) registered or certified mail, return receipt requested, (ii) courier, or (iii) nationally recognized overnight delivery (i.e. Fed Ex or UPS). Licensee shall have (a) ten (10) business days from the date of the Default Notice if the default is a failure to maintain insurance, and (b) sixty (60) days from the date of the Default Notice for any other default under this Agreement to take action to remedy the failure complained of, and, if Licensee does not remedy the same within the applicable cure period to the City’s reasonable satisfaction, acting in good faith, the Licensee shall be in default (“**Default**”) under this Agreement. The Parties addresses for notice are as follows:

City:

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

with a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz/Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:

13100 FM 973, Inc.
2705 Bee Cave Road, Suite 210
Austin, Texas 78746
Attn: Mr. Matt Harriss

with a copy to:

Mr. William D Brown
Sneed, Vine & Perry, P.C.
2705 Bee Cave Road, Suite 160
Austin, Texas 78746

7.05. Remedies. The Licensee agrees that during the occurrence of a Default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee’s obligations under this Agreement.

7.06. Compliance. If Licensee fails to comply with the terms and conditions of this Agreement,

including, but not limited to, the insurance requirements, Licensor shall give Licensee written notice specifically setting forth such non-compliance, and if Licensee fails to cure such non-compliance within thirty (30) days after receipt of such written notice, then Licensor may revoke this License Agreement.

VIII. COMMENCEMENT AND TERMINATION FOR ABANDONMENT OF CONSTRUCTION

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated pursuant to the terms of this Agreement. Beginning January 1, 2026, if Licensee abandons construction of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following sixty (60) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

XI. TERMINATION

9.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all Improvements that it made to the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

9.02 Termination by City (Licensee's Default). During the continuance of a Default, the City may terminate this license on the tenth (10) business day after the date of the City's intent to terminate notice ("**Intent to Terminate Notice**") (sent in accordance with Section 7.04) notifying the Licensee that Licensee has failed to cure its Default in accordance with the terms of this Agreement and the City intends to terminate the license and this Agreement.

9.03. Termination by City (other than Licensee's Default). Subject to one-hundred twenty (120) days' prior written notification to Licensee or its successor-in-interest from the City (sent in accordance with Section 7.04) specifically setting forth any violation of (a) or (b) below, this Agreement is revocable by the City if:

- (a) The Improvements, or a portion of them, interfere with the City's right-of-way; or
- (b) The Improvements, or a portion of them, constitute a danger to the public which the City deems not remediable by alteration or maintenance of such Improvements.

Notwithstanding the foregoing, Licensor acknowledges and agrees that the design of the Pylon

Sign attached hereto as Exhibit “B”, and the location of the Pylon Sign in the Median as shown in Exhibit “A” attached hereto, do not interfere with the City’s right-of-way and do not constitute a danger to the public.

X. EMINENT DOMAIN

10.01. If eminent domain is exerted on the Licensed Property by paramount authority (other than the City) then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations or Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee’s installations or Improvements taken, if any. Furthermore, the City will promptly grant the Licensee a replacement license for the Pylon Sign in a location within Manor Crossing Blvd. right-of-way, mutually acceptable to all Parties, and in a form substantially the same as this Agreement.

XI. INTERPRETATION

11.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for nor against any Party.

XII. APPLICATION OF LAW

12.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XIII. VENUE

13.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

14.01. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each Party’s successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XV. ASSIGNMENT

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date

of assignment or transfer.

XVI. LIMITATION OF LIABILITY OF DEVELOPER

16.01 After the latter of: (i) the date the Improvements are installed and operational, or (ii) the date Developer has conveyed by recorded deed the last of its Lots in Manor Crossing (“**Developer Removal Event**”), the City agrees to look solely to the Association as Licensee under this Agreement, and Developer shall be released from all obligations and liability under this Agreement thereafter accruing, except, however, Developer shall not be relieved of any liability with respect to matters that may have arisen prior to the Developer Removal Event that remain unsatisfied.

(remainder of page intentionally left blank; signature pages to follow)

ACCEPTED this the _____ day of _____, 2024.

THE CITY:

CITY OF MANOR

By: _____
Scott Moore, City Manager

ATTEST:

By: _____
Name: Lluvia T. Almaraz, TRMC
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas

LICENSEE:

13100 FM 973, INC., a Texas corporation

By: _____
Edward S. Butler, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

MANOR CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: _____
Edward S. Butler, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

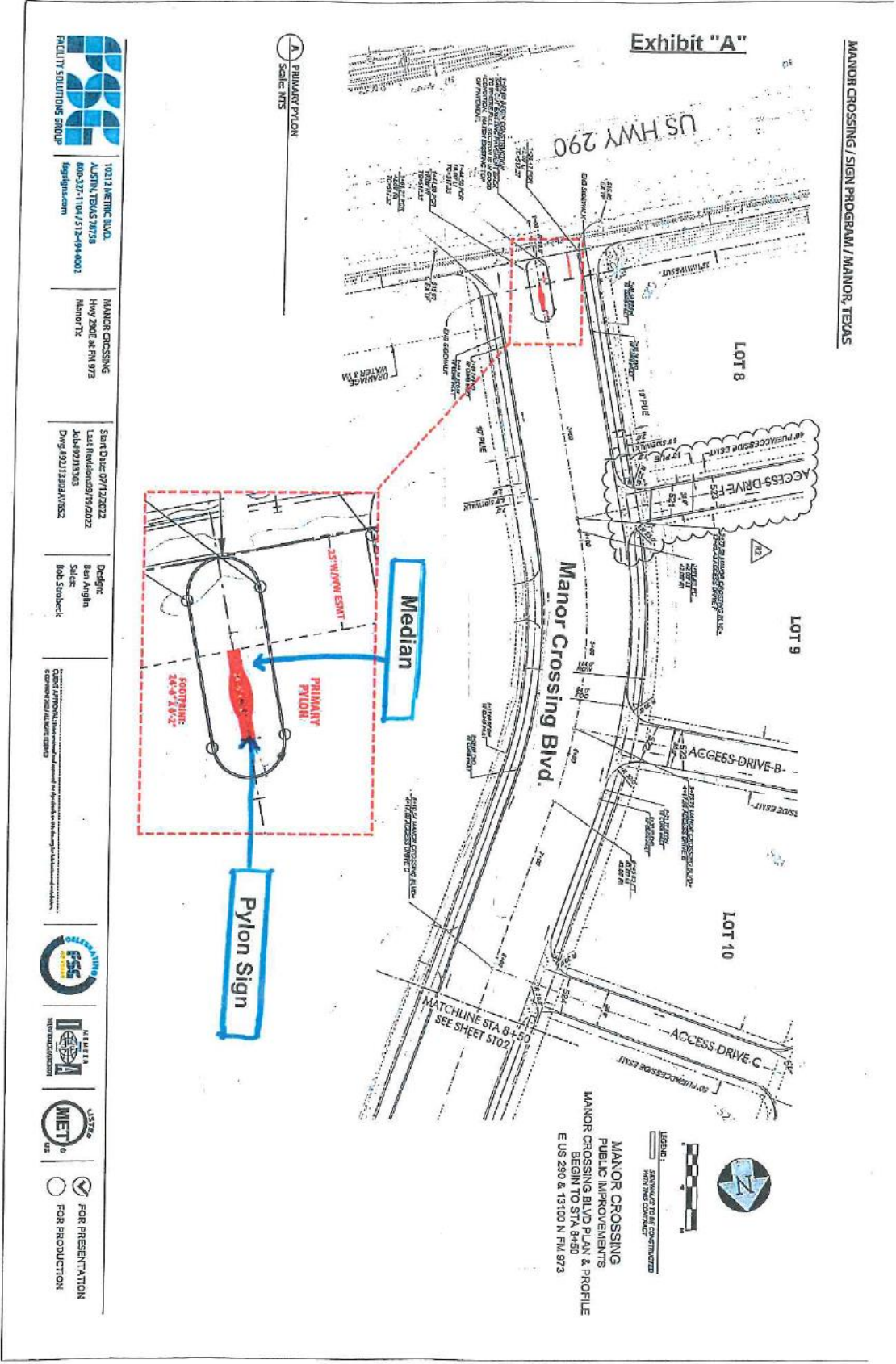
This instrument was acknowledged before me on this ____ day of _____, 2024, by Edward S. Butler, President of MANOR CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

Exhibit “A”
[attachment follows this page]



10112 METRIC BLVD.
AUSTIN, TEXAS 78738
800-532-1100 / 737-294-0002
FacilitySolutions.com

MANOR CROSSING
Hwy 290 & FM 973
Manor TX

Start Date: 07/12/2022
Last Revision: 07/19/2022
Job #: 92131303
DWG #: A2021332A0002

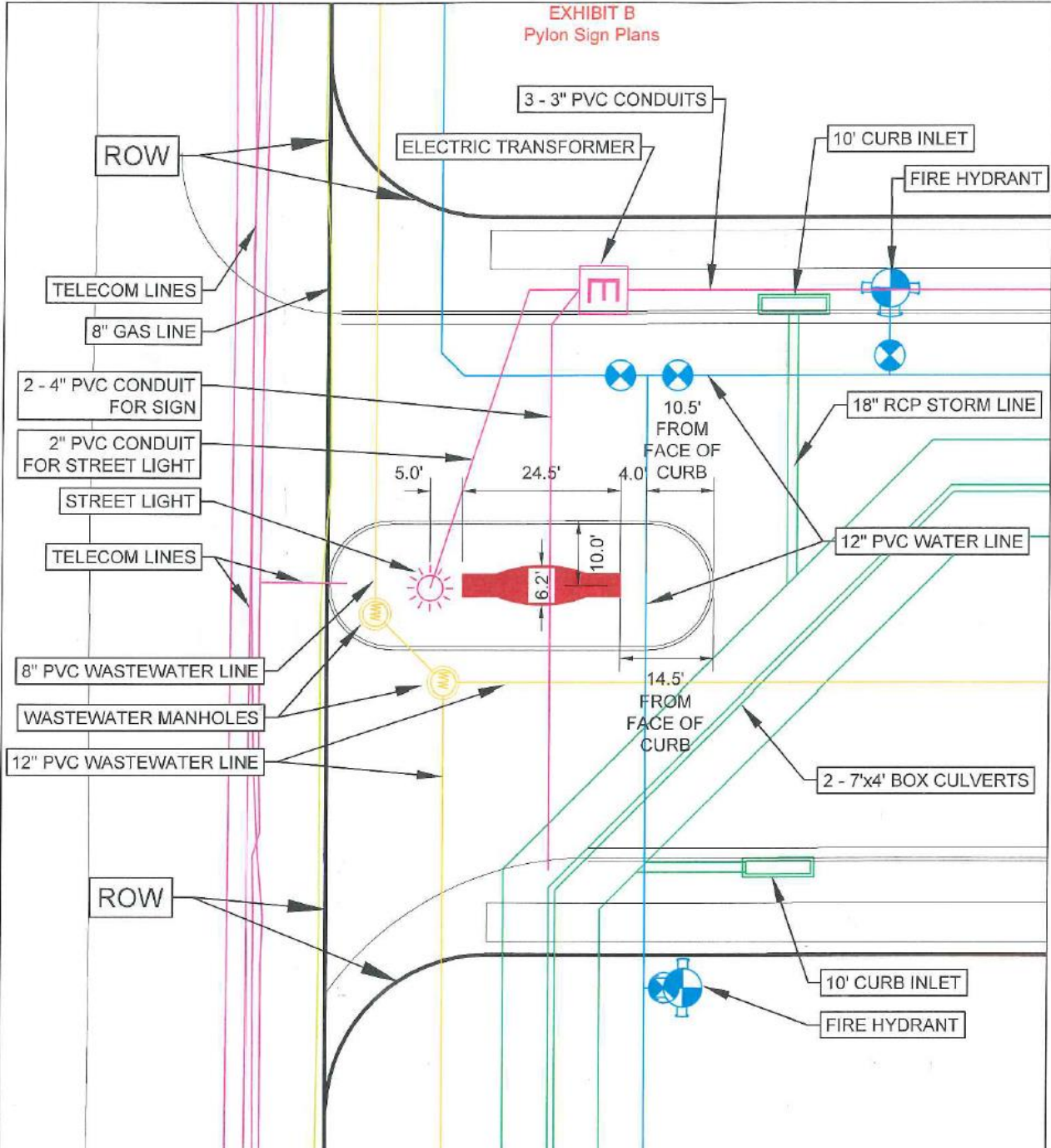
Design:
Ben Anghin
Sales:
Bob Strubbe

DATE: 07/19/2022
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



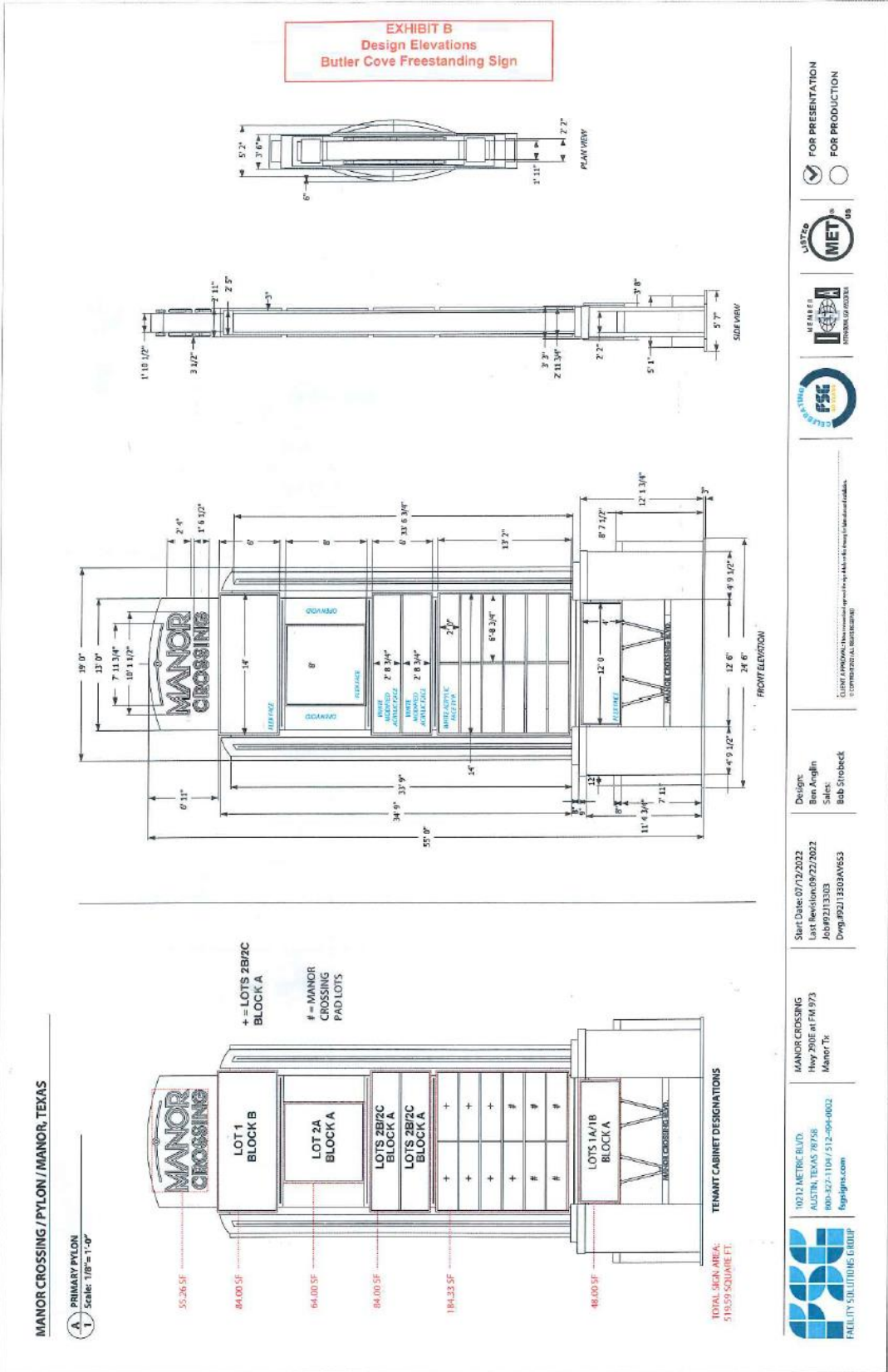
FOR PRESENTATION
FOR PRODUCTION

Exhibit “B”
[attachment follows this page]



3839 BEE CAVE ROAD
SUITE 201
AUSTIN, TX 78746
F-26366

MANOR CROSSING
PYLON SIGN PLAN
JUNE 13, 2024

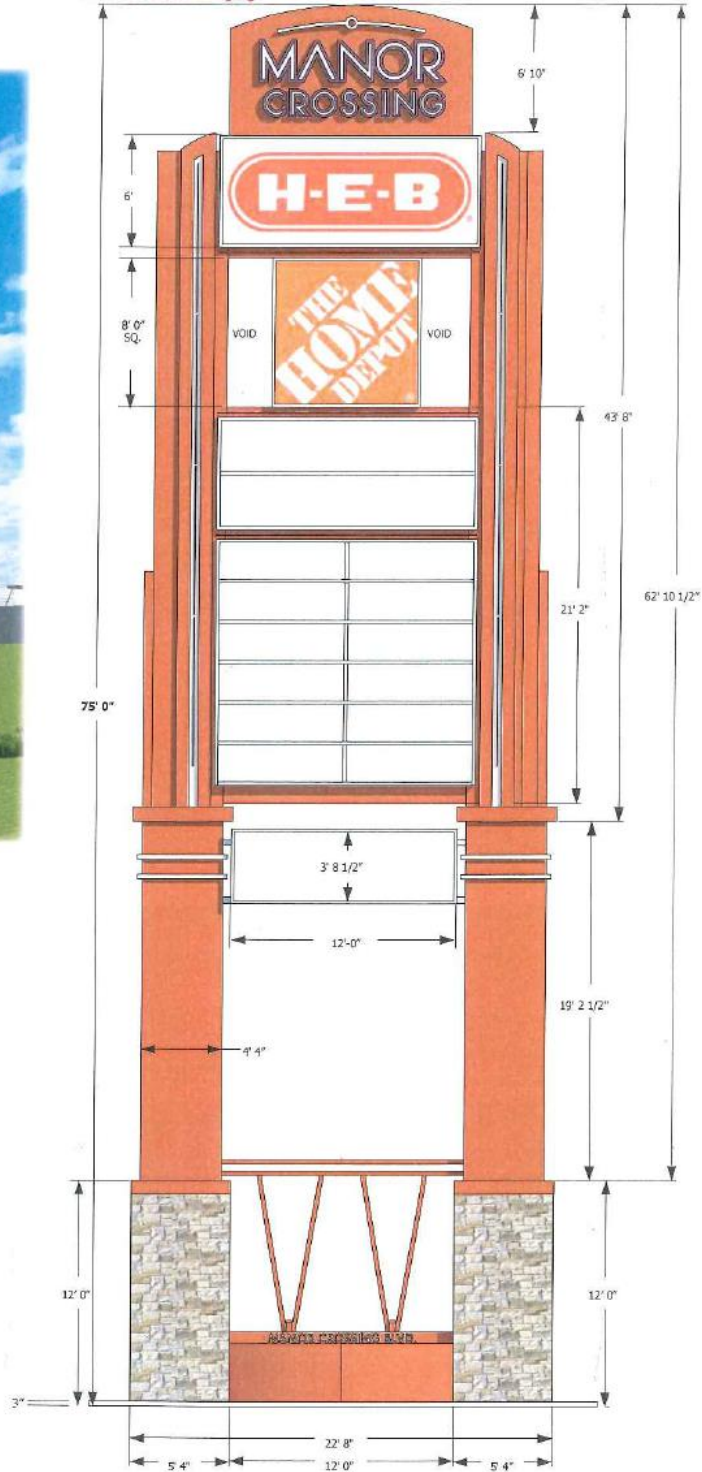


MANOR CROSSING / PYLON / MANOR, TEXAS

A
1 PRIMARY PYLON
Scale: 3/16" = 1'-0"



EXHIBIT B
Design Elevations
Butler Cove Freestanding Sign



10212 METRIC BLVD.
AUSTIN, TEXAS 78758
800-327-1104 / 512-494-0002
fsgsigns.com

MANOR CROSSING
Hwy 290E at FM 973
Manor Tx

Start Date: 07/12/2022
Last Revision: 07/03/2024
Job#92113803
Dwg.#92113303A_75'

Design:
Ben Anglin
Sales:
Bob Strubeck





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Michael Burrell, Interim Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an agreement to transfer approximately 15.4217 acres from Manville Water Supply Corporation’s certificated water service area to the City of Manor’s certificated service area.

BACKGROUND/SUMMARY:

Property owners Kenneth R. and Suanna M. Tumlinson own approximately 15.4217 acres at 12200 Tower Road within the Manor city limits and are interested in receiving retail water service from Manor.

During the meeting of the Manville Board of Directors held on May 21, 2024, the Board considered and approved Owner's request to transfer the property from Manville's certificate of convenience and necessity (CCN) 11144 to Manor’s CCN 10947. No customers or facilities exist on the property proposed for transfer.

LEGAL REVIEW: Yes, Irene Montelongo, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Partially signed Service Area Transfer Agreement with Exhibits

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the agreement to transfer approximately 15.4217 acres from Manville Water Supply Corporation’s certificated water service area to the City of Manor’s certificated service area and authorize the City Manager to execute the agreement.



WATER SERVICE TRANSFER AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This WATER SERVICE AREA TRANSFER AGREEMENT (this "Agreement") is entered into by and between **Manville Water Supply Corporation**, a Texas nonprofit water supply corporation ("*Manville* ") and the **City of Manor**, a Texas home rule municipality operating a retail public water utility (the "*City*"). Manville and the City are each referred to herein as a "*Party*" and are collectively referred to herein as the "*Parties.*"

Recitals

WHEREAS, Manville is the holder of Certificate of Convenience and Necessity No. 11144 (the "*Manville CCN*"), the boundaries of which are within Travis, Bastrop, Lee, and Williamson Counties, Texas;

WHEREAS, the City is the holder of water CCN No. 10947, the boundaries of which are primarily within Travis County, Texas (the "*City CCN*");

WHEREAS, Texas Water Code ("*TWC*") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "*PUC*") after public notice and hearing;

WHEREAS, the Manville CCN and the City CCN boundaries are adjacent to each other in certain locations;

WHEREAS, OWNERS Kenneth R. Tumlinson and Suanna M. Tumlinson ("*Owner*" or "*Tumlinson*") own one tract of land at 12200 Tower Road within the corporate limits of City totaling approximately 15.4217 acres all of which is located in the Manville CCN, which is more particularly described and depicted in **Exhibit "A"** attached hereto (the "*Transfer Tract*");

WHEREAS, Owner has requested, and Manville has agreed, to authorize the transfer of the Transfer Tract from the Manville CCN to the City CCN;

WHEREAS, no customers or facilities exist on the Transfer Tract, hence none are being transferred as part of this Agreement; and

WHEREAS, the Parties desire to transfer the retail water certification for the Transfer Tract from the Manville CCN to the City CCN in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.

2. **Transfer.** Manville transfers to the City, and the City accepts from Manville, the portion of the Manville CCN that overlaps with the Transfer Tract as depicted in the **Exhibit "B"** General Location Map and in the **Exhibit "C"** Detailed Map attached hereto, and the Parties hereby agree to the modifications of the boundaries of their water CCNs accordingly and designate the City as the retail water service provider for the Transfer Tract.

3. **Notice Requirements.** On May 21, 2024, the Manville Board of Directors considered and approved Owner's request for Manville's willingness to join with the City in an application to the PUC to transfer approximately 15.4217 acres from its water service area to the City. **Exhibit "D"** hereto contains the Agenda announcing the May 21, 2024, board meeting (see Agenda Item 7.c.), and the Minutes from that meeting demonstrating that the Board approved the transfer of the said approximately 15.4217 acres. **Exhibit "E"** is an affidavit from Manville's General Manager, Erik Prinz, attesting to the fact that the Manville Board did indeed carry out the public notice. Thus, the public notice requirements set forth at 16 TAC 24.253 (c)(2) and (3) have been fulfilled.

4. **Compensation.** By separate agreement, Owner and Manville entered a compensation arrangement for Manville's agreement to move the Transfer Tract from the Manville CCN to the City CCN. Manville does not require compensation from the City for the subject transfer.

5. **List of Exhibits**

Exhibit A: Survey of Transfer Tract

Exhibit B: General Location Map

Exhibit C: Detailed Map

Exhibit D: Manville Board Meeting Agenda and Minutes

Exhibit E: Affidavit of Erik Prinz, Manville General Manager

6. **PUC Application.** The Parties agree to cooperate and collaborate in all actions necessary to prepare, file, and advance the application at the PUC necessary to approve the transfer of the Transfer Tract from the Manville CCN to the City CCN (the "Application"). The Parties agree that Owner will take primary responsibility for drafting, filing, and advancing that Application, in collaboration with Manville and the City. The Parties agree to cooperate in a timely manner in advancing the Application. If the PUC denies the Application in whole or in part, or is unwilling to process the Application, then the Parties agree to implement an alternate approach in a reasonable amount of time that is substantially similar to and accomplishes the purposes of this Agreement.

7. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the Application, Manville shall have no further obligation to provide retail water service to the Transfer Tract.

8. **City Service.** Retail water service by the City to the Transfer Tract will be governed by the City's established service policies.

9. **Term.** This Agreement will terminate on the date that the PUC's decision regarding the Application is final and non-appealable.

10. **Effective Date.** The Effective Date shall be the date on which the last party signs the Agreement.

11. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

12. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

13. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manville:

Manville Water Supply Corporation
Attn: General Manager
PO Box 248
Coupand, Texas 78615
(512) 856-2488

With a copy of all notices to:
Law Office of Z.T. Evans, PLLC
2900 W. Anderson Lane
Bldg. C-200, Ste. 354
Austin, Texas 78757
zac@ztevaslaw.com

If to the City:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas, 78653
Telephone: (512) 972-0117

With a copy of all notices to:

Paige Saenz
 The Knight Law Firm, LLP
 223 West Anderson Lane, Suite A-105
 Austin, Texas 78752
 Email: paige@cityattorneytexas.com

If to the Owner:

Kenneth R. Tumlinson and Suanna M. Tumlinson
 1200 Tower Road
 Manor, Texas 78653
 Email: kenneth@tttcompanies.com and
 Suanna@tttcompanies.com

With a copy of all notices to:

Pam Madere
 Jackson Walker LLP
 100 Congress Ave, Suite 1100
 Austin, Texas 78746
 Email: pmadere@jw.com

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

14. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

15. **Venue.** Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.

16. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

17. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

18. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

19. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

MANVILLE WATER SUPPLY CORPORATION

By: 

Name: Erik Prinz

Time: General Manager

Date: 9-3-2024

CITY OF MANOR

By: _____

Name: Scott Moore

Time: City Manager

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract of land situated in the Green Berry Gates Survey, Abstract No. 315, located in the City of Manor, Travis County, Texas being all of a called 15.4217 acre tract of land conveyed to Kenneth R. Tumlinson and Suanna M. Tumlinson by deed recorded in Instrument No. 2023004432, Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 15.4217 acre tract of land, same being the southwest corner of a called 5.793 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 2008103555, O.P.R.T.C.T., same being the north right of way line of Tower Road, a variable width right of way, from which a 5/8-inch iron rod found for the southeast corner of said 5.793 acre tract, same being the southwest corner of a called 1.095 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 1999001598, O.P.R.T.C.T., bears South 62°20'23" East, 170.86 feet;

THENCE North 61°09'12" West, along the south line of said 15.4217 acre tract, same being said north right of way line, 489.24 feet to a 1/2-inch iron rod found for the southwest corner of said 15.4217 acre tract, same being the southeast corner of a called 5.187 acre tract of land conveyed to Venkata Chitanya Buddharaju and Jesse Raveen Mamuhewa by deed recorded in Instrument No. 2023040807, O.P.R.T.C.T.;

THENCE along the west line of said 15.4217 acre tract, same being the east line of said 5.187 acre tract the following courses:

North 27°35'08" East, 233.10 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 63°21'35" West, 214.99 feet to a 1/2-inch iron rod found;

North 34°51'50" West, 94.27 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 27°04'12" East, 23.13 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 22°18'36" East, 228.47 feet to a 1/2-inch iron rod found capped (stamped "Survcon");

North 62°54'17" West, 42.57 feet to a 5/8-inch iron rod set capped (stamped "KHA") for a westerly corner of said 15.4217 acre tract, same being the southeast corner of Block A, Lot 2 of KST/Voelker Tract, a platted addition to Travis County recorded in Instrument No. 201200170, O.P.R.T.C.T.;

THENCE North 27°19'53" East, continuing along the west line of said 15.4217 acre tract, same being the east line of said Lot 2, 383.27 feet to a 5/8-inch iron rod set capped (stamped "KHA") for the northwest corner of said 15.4217 acre tract, same being the northeast corner of said Lot 2, and same being in the south right of way line of Estuary Drive, a called 50 foot right of way, dedicated by Stonewater Phase 5, a platted addition to Travis County recorded in Instrument No. 201600298, O.P.R.T.C.T., from which a 1/2-inch iron rod found capped (stamped "Baseline") for

the southwest corner of said Estuary Drive, same being the southeast corner of Block R, Lot 21 of said Stonewater Phase 5 bears, North 63°08'19" West, 23.73 feet;

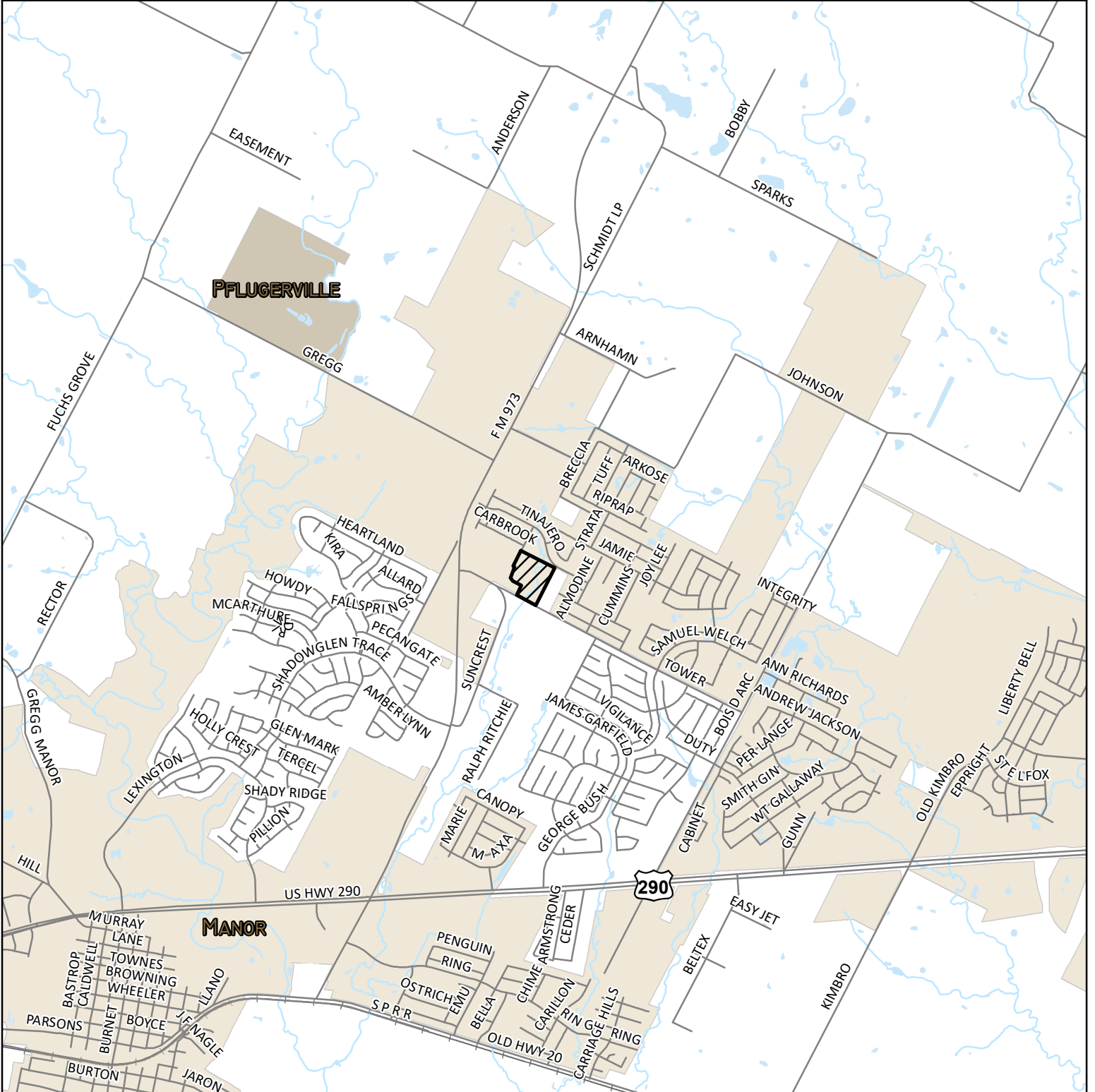
THENCE South 63°08'19" East, along the north line of said 15.4217 acre tract, same being the south line of said Stonewater Phase 5, passing at 26.27 feet a 1/2-inch iron rod found for the southeast corner of said Estuary Drive, same being the southwest corner of Block C, Lot 41 of said Stonewater Phase 5, passing at 146.28 feet a 1/2-inch iron rod found capped (stamped "Baseline") for the southeast corner of said Lot 41, same being the southwest corner of Block C Drainage Lot of Stonewater Phase 2, a platted addition to Travis County recorded in Instrument No. 201600180, O.P.R.T.C.T., and continuing along said north line, same being the south line of said Drainage Lot, for a total distance of 841.30 feet to a 5/8-inch iron rod found (bent) for the northeast corner of said 15.4217 acre tract, same being the northwest corner of said 5.793 acre tract, and same being in the south line of Block C Open Space lot of said Stonewater Phase 2, from which a 1/2-inch iron rod found capped (stamped "Baseline") in the south line of said Open Space lot bears South 63°08'19" East, 320.36 feet;

THENCE South 26°51'02" West, along the east line of said 15.4217 acre tract, same being the west line of said 5.793 acre tract, 928.17 feet to the **POINT OF BEGINNING** and containing 672,331 square feet or 15.435 acres of land.

EXHIBIT B

13.248 Petition to Amend Manville WSC (CCN No. 11144) and City of Manor (CCN No. 10947) in Travis County

Item 5.

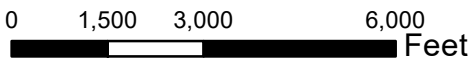


General Location Map



MAP SCALE: 1" = 3,000'

MAP LEGEND:

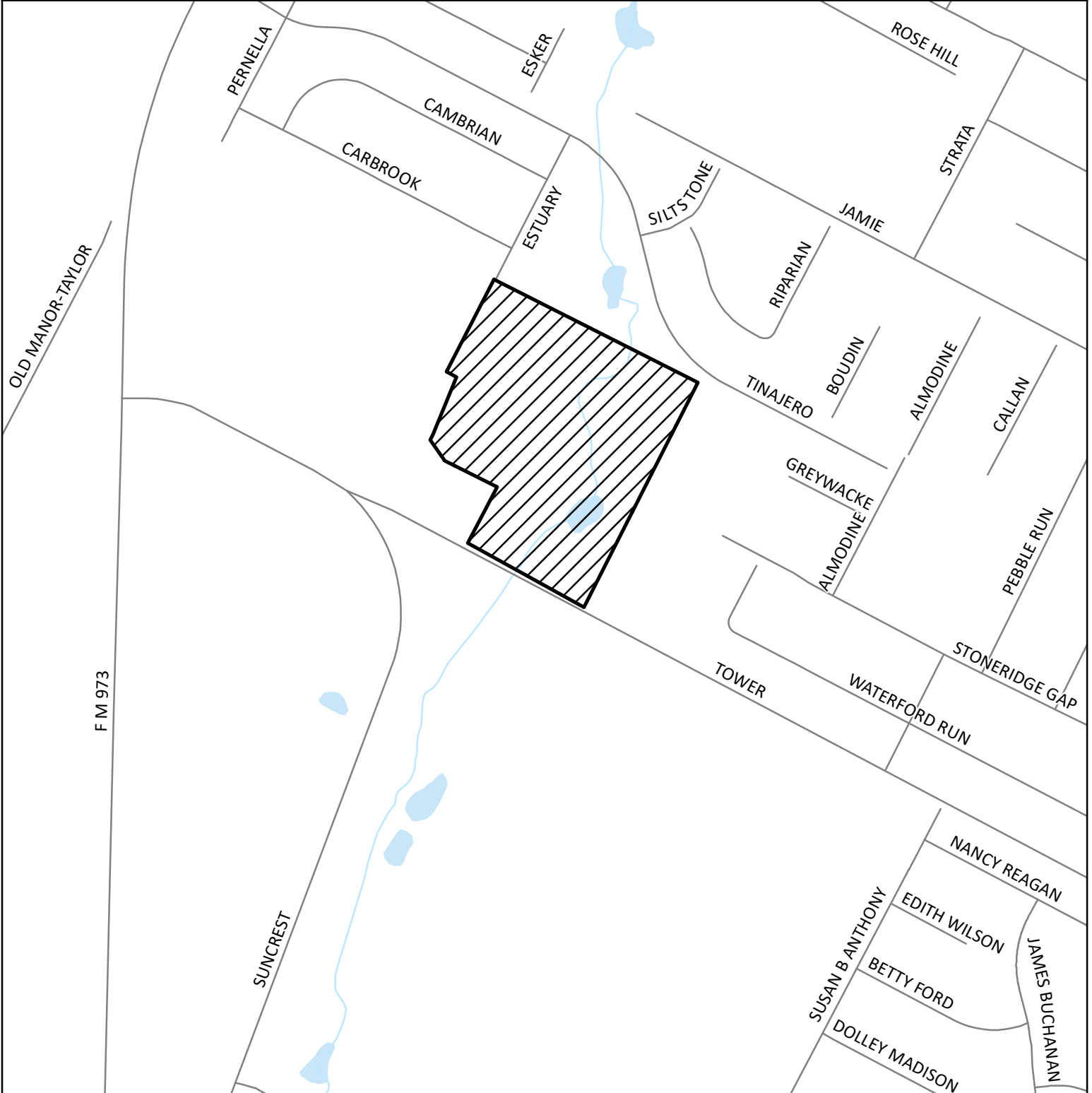


Requested Area to Transfer from CCN No. 11144 to CCN No. 10947

EXHIBIT C

13.248 Petition to Amend Manville WSC (CCN No. 11144) and City of Manor (CCN No. 10947) in Travis County

Item 5.



Detailed Map



MAP SCALE: 1" = 500'



MAP LEGEND:



Requested Area to Transfer from CCN No. 11144 to CCN No. 10947

DATE CREATED: June 2
CREATED BY: Steger B

EXHIBIT D

PO Box 248 Coupland, Texas 78615



(512) 856-2488 • www.manvillewsc.org

NOTICE OF PUBLIC MEETING

Notice is hereby given that the Manville Water Supply Corp. Board of Directors will meet for a regular monthly meeting at the Manville Water Supply office at 13805 South SH 95 in Coupland, Texas at 6:00 p.m., on Thursday, May 16, 2024.

1. Call Meeting to Order
2. Approval of Minutes
3. Citizens Communication - (3-minute limit)
4. Election of Board of Director Officers
5. Manager's Report – Erik Prinz
 - Report on:
 - Quarterly Well Monitoring Report
 - Easement Acquisition Update
 - Monthly System Activities
6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only
7. Discuss and Take Action
 - a. Consider Appointing Sam Jones as a Manville WSC Board of Director for Open Director Position in Zone 3 - Term Expires April 2027
 - b. Consider Appointing Don Carroll as a Manville WSC Board of Director for Open Director Position in Zone 2 – Term Expires April 2026
 - c. Consider CCN Decertification Request, Dominion, 15.4217 acres Tower Road, Manor, Texas
 - d. Approve Loan Agreement with CoBank to Fund 36-inch Transmission Water Line, Blue Treatment Plant, and related Facilities
 - e. Consider Approval of 2004 Rowe Loop Subdivision - 48 LUES (+ 2 existing LUES)
 - f. Consider Approval of FM 973, Ed Wolf, Manor Retail/ Restaurant - 22 LUES
 - g. Financial Report – Sharon Kreidel
 - Approve Balance Sheet and Income Statement
 - Discuss LUE and Committed Funds Report
 - h. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent Accounts – Rexanne Pilkenton
8. Attorney's Report – Zac Evans
9. Engineer's Report – Jerry Fontaine
 - a. Report on Construction Projects
 - b. Report on 36" Water Line & Projects
10. Next Board Meeting – Thursday, June 20, 2024
11. Adjourn

The Board of Directors is authorized by Chapter 551, Texas Government Code (the "Open Meetings Act"), to convene in closed or executive session for certain purposes. These purposes include, among others, receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); and discussing personnel matters (Section 551.074). If the Board of Directors determines to go into executive session for any item on this agenda, the Presiding Officer will announce that executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

Erik Prinz, General Manager, May 13, 2024



A meeting of the Manville Water Supply Corporation Board of Directors was held on May 21, 2024, at Manville's office in Coupland.

Meeting Minutes

Board of Directors present:

Jack Atterstrom, President
 George Tolleson, Vice President
 Larry Hodde, Secretary
 Tracy Spellings, Treasurer
 Joe Coffey
 Larry Bradley
 Tony Graf
 Don Carroll

Absent -Sam Jones

Manville Representatives and Staff present:

Erik Prinz, General Manager
 Rexanne Pilkenton, Assistant GM
 Sharon Kreidel, Finance Specialist
 Zac Evans, Attorney
 Sean Conner & Steve Kanetzky- Engineer(s)
Visitors: Pam Madere, Jackson Walker & Chandler
 Banks, Dominion

- 1 1. Call Meeting to Order
- 2 Jack Atterstrom, President, called the meeting to order at 1:00 pm
- 3 2. Approval of Minutes
- 4 George Tolleson made a motion to approve the minutes as submitted to the Directors. Tracy Spellings seconded the
- 5 motion; motion carried.
- 6 3. Citizens Communication - (3-minute limit)
- 7 None
- 8 7. Discuss and Take Action
- 9
- 10 a. Consider Appointing Sam Jones as a Manville WSC Board of Director for Open Director Position in
- 11 Zone 3 - Term Expires April 2027
- 12 Larry Bradley made a motion to Approve Appointing Sam Jones as a Manville WSC Board of Director for Open
- 13 Director Position in Zone 3 - Term Expires April 2027. George Tolleson seconded the motion; motion carried.
- 14 b. Consider Appointing Don Carroll as a Manville WSC Board of Director for Open Director Position in
- 15 Zone 2 – Term Expires April 2026
- 16 George Tolleson made a motion to Approve Appointing Don Carroll as a Manville WSC Board of Director for Open
- 17 Director Position in Zone 2 – Term Expires April 2026. Tracy Spellings seconded the motion; motion carried.
- 18 4. Election of Board of Director Officers
- 19 Tony Graf made a motion to elect the following slate of officers by acclamation: Jack Atterstrom – President, George
- 20 Tolleson – Vice President, Tracy Spellings – Treasurer and Larry Hodde – Secretary. Joe Coffey seconded the
- 21 motion; motion carried.
- 22 5. Manager's Report – Erik Prinz
- 23 Report on:
- 24 • Quarterly Well Monitoring Report
- 25 Erik presented the above-noted reports, which were distributed to the Board. He reviewed the
- 26 data and graphs explaining in detail the ground level, pump level, and water levels for each well
- 27 being monitored during static and pumping.

1 • Easement Acquisition Update

2 Erik stated that Manville received one filed easement back from the county this last w Item 5.
3 added that three hearings were conducted this month, and Manville was awarded the judgment
4 on each tract at the appraised value as all were unopposed by the owner(s). Five tracts with four
5 owners are still pending for the 36-inch water line project. Five tracts are needed for the 30"
6 distribution line. Rexanne added that the tracts out east that provided a PUA are being scheduled
7 to negotiate a settlement next month.
8

9 • Monthly System Activities

10 Erik reported that Manville received 404 reservations for the 55th annual meeting. There were
11 328 in attendance, 264 members, and 64 staff/vendors/guests, compared to 273 the previous
12 year. Erik noted when asked that he and Sean are still working with SLR Properties (aka Alcoa)
13 to determine a location to drill the three additional (replacement) wells needed to produce the
14 amount of water Manville is contracted for. It was discussed that Manville is not considering
15 drilling the two additional wells at Blue at this time, pending the completion of the treatment
16 plant project. Erik reported that there have been several power outages at different sites,
17 however, there has been no interruption in water service to customers. He noted that Jack had
18 reported the Coupland plant generator running, and it was determined that the switch gear stuck
19 on the generator and had to be repaired.
20

21 6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only

22 Rexanne noted that a kickoff meeting was held with Dave Yanke & Sean Henderson with NewGen Strategies
23 & Solutions to go over the 5-year comprehensive study for both wholesale and retail rates. A RFI was submitted
24 to Manville and all available information requested has been provided. The conservation tier rate structure was
25 discussed, and the study will look at reducing the number of tiers from five to four and possibly three. Dave
26 proposes to have the study completed and to the board in October of this year.

27 7. Discuss and Take Action

28 a. See above

29 b. See above

30
31 c. Consider CCN Decertification Request, Dominion, 15.4217 acres Tower Road, Manor Texas

32 Larry Bradley made a motion to Approve the CCN Decertification Application as presented, Dominion, 15.4217
33 acres Tower Road, Manor Texas with Easement Details to be Worked out by Staff. Joe Coffey seconded the motion;
34 motion carried.

35 d. Approve Loan Agreement with CoBank to Fund 36-inch Transmission Water Line, Blue Treatment Plant,
36 and related Facilities, Resolution regarding same

37 George Tolleson made a motion to Approve Loan Agreement with CoBank to Fund 36-inch Transmission Water
38 Line, Blue Treatment Plant, and related Facilities, Resolution regarding same. Larry Bradley seconded the motion;
39 motion carried.

40 e. Consider Approval of 2004 Rowe Loop Subdivision - 48 LUES (+ 2 existing LUES)

41 Joe Coffey made a motion to Approve 2004 Rowe Loop Subdivision - 48 LUES (+ 2 existing LUES). Larry Bradley
42 seconded the motion; motion carried.

43 f. Consider Approval of FM 973, Ed Wolf, Manor Retail/ Restaurant - 22 LUES

44 George Tolleson made a motion to Approve FM 973, Ed Wolf, Manor Retail/ Restaurant - 22 LUES. Joe Coffey
45 seconded the motion; motion carried.

46 9. Engineer's Report

47 a. Report on Construction Projects

48 Sean reported that work has resumed on the SWWC interconnect and Eastwood projects. The interconnect
49 project is pending fencing and the electrical meter to be set. At Eastwood, the tie-in (that was being
50 conducted

51 when it blew out) has been completed, and the can pump shafts are scheduled to be installed in June, with a
52 start-up test pending. Sean noted that the plant should be operational by the end of June; however, the

1
2 driveway and other items required by the permit will be pending once approved. The Type impro
3 project will not be completed before the summer pending pump installation; however, the new tower is being
4 tied in and can be utilized. Sean noted that a 1.2 million change order for the Gregg Manor 2 MG elevated
5 storage tank had been submitted by Landmark due to the permit requiring all site work, which normally
6 would be a separate project designed by Fontaine & Associates, to be added to Landmark's project plan set.
7 He added that the Gilbert tank and site plans remain under review by the City of Austin.

8 b. Report on 36” Water Line & Projects

9 Sean reported that the water line project is underway as staking, clearing, and tunneling continues, and pipe
10 stringing has begun in all counties except Travis (a progress report, six-week outlook, and map attached).
11 The Travis County permit has been submitted, and comments from the environmental side have been
12 addressed. The engineering comments were just received this week. Sean noted he is in the process of
13 changing the plans, as directed by the county, to go deeper and extend the bores in the waterways to keep
14 the application moving forward while Manville works to get a waiver. Fontaine and Associates have hired
15 an engineer to assist in obtaining the waiver from the county commissioners, which, if granted, will trump
16 the changes being made due to permitting. Sean noted that the engineer he hired has now hired another
17 company to conduct a scouring study that would predict the erosion of the creeks over the next 50 years.
18 Sean added that Manville received the updated bid for the revised 90% plans for the treatment plant, which
19 reduced costs by approximately 21%, 39,900,000 (cost doesn't include filters). He stated that he & Thad
20 received Garney's bids and cost breakdown for review, and he is comfortable with the bid pricing. Sean
21 noted that he and Steve plan to submit the plans at 100% by Thursday to Garney. The contract is pending;
22 however, construction is scheduled to start in mid-July. Sean and Steve are currently designing the transfer
23 station and hope to have plans ready for bid by mid-July. He needs to submit the plans ASAP to the county
24 and Pflugerville to begin the permitting process for this project. The 30-inch distribution line plans have
25 been sent to Garney for review/comments and will be added as a change to the 36-inch water line project.
26 Potholing data is still needed, and this project must also be submitted for permitting in Travis County.

27 Steve K reported that he had a very productive two-hour meeting with the electrical contractor to review the
28 design of the water treatment plant and is very encouraged about their ability to do this project and the
29 project management firm Manville has hired. Erik asked Steve if a meeting had been scheduled with
30 Dedicated Controls (Scada contractor) to discuss their bid for the Scada, \$750,000, which is not included in
31 the Garney bid scope of work. Steve stated that he has not been able to schedule a meeting but is working
32 on going over their bid and scope of work to ensure that items are correct and that nothing is being duplicated
33 by work performed by the electrical contractor.

34 g. Financial Report – Sharon Kreidel

- 35 • Approve Balance Sheet and Income Statement
- 36 • Discuss LUE and Committed Funds Report

37 Sharon presented the above-noted reports, which were distributed to the Board.

38 Larry Hodde made a motion to accept the Financial Reports as presented. Tracy Spellings seconded the motion;
39 motion carried.

40 h. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent
41 Accounts – Rexanne Pilkenton

42 Rexanne presented the above-noted reports, which were distributed to the Board.

43
44 8. Attorney’s Report – Zac Evans

45 Zac noted that Aqua Texas (Manville wholesale customer - Briarcreek Subdivision) is suing Hays-Trinity GCD.
46 Aqua Texas has filed a federal lawsuit against the district for what they called unlawful fines imposed for
47 producing more than their annual permitted water and from restricting Aqua’s continued use of its groundwater
48 wells to serve its customers. He noted that the outcome will no doubt cause there to be new legislation regarding
49 curtailment of water by GCD’s for water suppliers that could likely affect all GCD’s in the future.

50 10. Next Board Meeting – Thursday, June 20, 2024

51 11. Adjourn

52 Larry Hodde made a motion the meeting adjourn. George Tolleson seconded the motion, meeting adjourned.

EXHIBIT E

AFFIDAVIT OF ERIK PRINZ

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Erik Prinz,
who, after being by me duly sworn on his oath stated as follows:

- 1 “My name is Erik Prinz. I am the General Manager of Manville Water Supply Corporation (“Manville”). I am over the age of 18 years, of sound mind, and am capable of making this Affidavit. The facts stated in this Affidavit are within my personal knowledge and are true and correct.
- 2 Effective July 1, 2024, Manville Water Supply Corporation (“Manville”) and the City of Manor (“City”) entered into a “Water Service Area Transfer Agreement” pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.253 (the “Service Area Contract”) designating water customers to be served by Manville and the City and transferring certain lands (the “Transfer Area”) from Manville’s water CCN No. 11144 to the City’s water CCN No. 10947.
- 3 On May 21, 2024, the Board of Directors of Manville held a regular meeting at which it discussed the proposed release by Manville and transfer to the City of Manor (the “City”) of certain lands within the certificated water service territory of Manville, and the terms of an agreement regarding the transfer, in response to the request of Dominion Development and Acquisition, LLC. The lands discussed at the meetings were the same lands that are the subject of the Petition to the Public Utility Commission of Texas to which this Affidavit is attached as an exhibit (the “Transfer Area”). Notice of the meeting was given by posting in accordance with the requirements of the Open Meetings Act of Texas. True and correct copies of the meeting notice, agenda, and meeting minutes are attached to this affidavit as **Exhibit 1**.
- 4 The Transfer Area is located within water CCN No. 11144 held by Manville Water Supply Corporation and consists of the same lands that are the subject of the ‘Petition of Manville Water Supply Corporation and City of Manor for Approval of a Service Area Contract under Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity in Travis County’ to the Texas Public Utility Commission of which this Affidavit is part (“Petition”).
- 5 Manville does not provide retail water service to any customers within the Transfer Area. Therefore, no customers of Manville will be transferred from Manville to the City by transfer of the Transfer Area from Manville to the City.

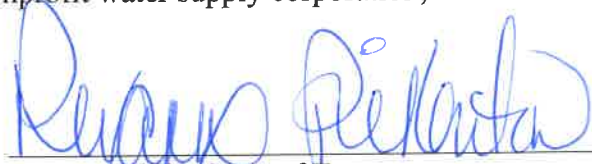
6 Manville supports the Petition.

Further Affiant sayeth not.”



ERIK PRINZ
GENERAL MANAGER, MANVILLE WATER
SUPPLY CORPORATION

SUBSCRIBED AND SWORN TO BEFORE ME by Erik Prinz, General Manager of
Manville Water Supply Corporation, a Texas nonprofit water supply corporation, on this the
26 day of June, 2024.



Notary Public, State of Texas





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District.

BACKGROUND/SUMMARY:

The Travis Central Appraisal District has reached out to all Jurisdictions in the eastern part of Travis County for nominations to be considered for the Board of Directors (BOD) of the Travis Central Appraisal District (TCAD). The City of Manor is defined as being in the eastern part of the County and eligible to vote.

The City of Manor has participated twice and made a nomination in 2018 and 2023. The City Council could nominate a member from the governing body or recommend a Manor resident to be nominated. Having a name from the City of Manor to be considered for the TCAD Board of Directors shows a high level of interest for the nominating committee to consider during their upcoming selection process.

Board Qualifications:

To be eligible the person must be a resident of the district and have resided in the district at least two years preceding the date the person takes office. Additional restrictions on the eligibility of the BOD are governed by Tax Code 6.035 (copied below).

Sec. 6.035. RESTRICTIONS ON ELIGIBILITY AND CONDUCT OF BOARD MEMBERS AND CHIEF APPRAISERS AND THEIR RELATIVES. (a) An individual is ineligible to serve on an appraisal district board of directors and is disqualified from employment as chief appraiser if the individual:

(1) is related within the second degree by consanguinity or affinity, as determined under Chapter [573](#), Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district; or

(2) owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

(A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section [33.02](#); or

(B) a suit to collect the delinquent taxes is deferred or abated under Section [33.06](#) or [33.065](#).

(a-1) An individual is ineligible to serve on the board of directors of an appraisal district if the individual

(1) has served as a member of the board of directors for all or part of five terms, unless:

(A) the individual was the county assessor-collector at the time the individual served as a board member; or

(B) the appraisal district is established in a county with a population of less than 120,000;

(2) has engaged in the business of appraising property for compensation for use in proceedings under this title at any time during the preceding three years;

(3) has engaged in the business of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years; or

(4) has been an employee of the appraisal district at any time during the preceding three years.

(b) A member of an appraisal district board of directors or a chief appraiser commits an offense if the board member continues to hold office or the chief appraiser remains employed knowing that an individual related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to the board member or chief appraiser is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district in which the member serves or the chief appraiser is employed. An offense under this subsection is a Class B misdemeanor.

(c) A chief appraiser commits an offense if the chief appraiser refers a person, whether gratuitously or for compensation, to another person for the purpose of obtaining an appraisal of property, whether or not the appraisal is for ad valorem tax purposes. An offense under this subsection is a Class B misdemeanor.

(d) An appraisal performed by a chief appraiser in a private capacity or by an individual related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to the chief appraiser may not be used as evidence in a protest or challenge under Chapter 41 or an appeal under Chapter 42 concerning property that is taxable in the appraisal district in which the chief appraiser is employed.

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

- TCAD Letter
- Resolution No. 2024 - ____

STAFF RECOMMENDATION:

The City staff recommends that the City Council approve Resolution No. 2024 - ____ nominating _____ for the Board of Directors of the Travis Central Appraisal District and authorize the City Manager to submit a nomination ballot on behalf of the city.

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER



BOARD MEMBERS
TOM BUCKLE
DR. OSEZUA EHIYAMEN
BRUCE ELFANT
JETT HANNA
VIVEK KULKARNI
DICK LAVINE
JIE LI
ELIZABETH MONTOYA
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

CITY OF MANOR
THE HONORABLE DR. CHRISTOPHER HARVEY, MAYOR
PO BOX 387
MANOR, TX 78653

September 6, 2024

Senate Bill 2 from the fourth special session of the 88th Texas Legislature changed the composition and appointment method of the Board of Directors for the Travis Central Appraisal District. The terms of all currently appointed members of the Board of Directors will expire at the end of this year. Accordingly, the election of 5 members to the Board must be conducted this fall to select the individuals who will serve in this capacity for terms beginning January 1, 2025. Two members will be appointed to serve a one-year term beginning January 1, 2025 and ending December 31, 2025. Three members will be appointed to serve a three-year term beginning January 1, 2025 and ending December 31, 2027.

	Term Length	Term Beginning	Term ending
Board of Directors, Appointed Place 1	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 2	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 3	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 4	1 Year	January 1, 2025	December 31, 2025
Board of Directors, Appointed Place 5	1 Year	January 1, 2025	December 31, 2025

To be eligible to serve on the Board of Directors, an individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing entity may not be a member unless they are also an elected official.

A complete list of entities entitled to nominate and vote on members of the Board of Directors, along with their voting entitlement, is enclosed. Should you desire to make a nomination to the Board, you must deliver the name of the nominee to the Chief Appraiser in the form of a resolution on or before October 14, 2024.

Before October 30, 2024, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy to the presiding officer of the governing body of each taxing entity entitled to vote. The ballot must be returned to the Chief Appraiser by December 14, 2023. Your entity is entitled to **15** votes that can be split among any of the nominees on the ballot.

Before December 31, 2024, the Chief Appraiser will count the votes submitted by each entity, declare the results, and submit the results to the governing bodies of each entity, as well as to each of the nominated candidates. According to the Property Tax Code, any ties will be resolved by a method of chance by the Chief Appraiser.


If you desire to submit a nomination, please do so by **October 14, 2024** in the form of a resolution. Each taxing entity may make up to five (5) nominations. Please submit resolutions and biographies for the nominees to the following address:

Leana Mann
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

Resolutions and biographies can also be submitted via email to Lmann@tcadcentral.org.

If you have any questions, please feel free to call me at (512) 834-9317, ext. 405.

Sincerely,



Leana Mann
Chief Appraiser
Travis Central Appraisal District

Taxing Unit ID	Taxing Unit Code	Type	Taxing Unit	Levy	% of Levy	Voting Entitlement
1001	01	School	AUSTIN ISD	\$ 1,592,442,300.75	30.54%	1,525
1002	02	City	CITY OF AUSTIN	\$ 990,998,728.29	19.00%	950
1003	03	County	TRAVIS COUNTY	\$ 959,172,382.00	18.39%	920
1097	68	Junior College	AUSTIN COMM COLL DIST	\$ 274,197,394.72	5.26%	265
1026	19	School	PFLUGERVILLE ISD	\$ 272,657,626.58	5.23%	260
1006	07	School	LAKE TRAVIS ISD	\$ 197,345,130.11	3.78%	190
1007	08	School	EANES ISD	\$ 185,094,356.43	3.55%	175
1005	06	School	DEL VALLE ISD	\$ 161,896,596.08	3.10%	155
1098	69	School	LEANDER ISD	\$ 161,391,498.81	3.10%	155
1053	34	School	MANOR ISD	\$ 118,963,096.64	2.28%	115
1072	5A	School	ROUND ROCK ISD	\$ 107,608,571.04	2.06%	105
1035	20	City	CITY OF PFLUGERVILLE	\$ 60,084,543.62	1.15%	60
1023	16	School	LAGO VISTA ISD	\$ 36,000,563.68	0.69%	35
1004	05	City	CITY OF MANOR	\$ 14,709,464.00	0.28%	15
1090	6F	City	CITY OF LEANDER	\$ 12,234,446.61	0.23%	10
1036	21	City	CITY OF LAKEWAY	\$ 11,297,713.97	0.22%	10
1071	49	City	CITY OF LAGO VISTA	\$ 9,895,763.60	0.19%	10
1027	2A	School	ELGIN ISD	\$ 9,655,171.37	0.19%	10
1042	3A	School	MARBLE FALLS ISD	\$ 8,762,100.14	0.17%	10
1046	3F	City	CITY OF CEDAR PARK	\$ 5,981,118.86	0.11%	5
1008	09	City	CITY OF WEST LAKE HILLS	\$ 5,832,892.50	0.11%	5
1078	50	City	CITY OF JONESTOWN	\$ 4,250,354.87	0.08%	5
1018	11	City	CITY OF ROLLINGWOOD	\$ 2,994,707.73	0.06%	5
1031	2F	City	CITY OF ROUND ROCK	\$ 2,422,413.31	0.05%	-
1009	1A	School	HAYS CONSOLIDATED ISD	\$ 2,345,307.00	0.04%	-
1075	5F	City	CITY OF ELGIN	\$ 1,544,839.47	0.03%	-
1065	40	City	CITY OF CREEDMOOR	\$ 804,901.64	0.02%	-
1102	7E	City	VILLAGE OF THE HILLS	\$ 671,765.86	0.01%	-
1122	83	City	CITY OF BEE CAVE	\$ 635,995.23	0.01%	-
1096	61	City	CITY OF MUSTANG RIDGE	\$ 554,135.83	0.01%	-
1083	55	City	VILLAGE OF BRIARCLIFF	\$ 398,488.35	0.01%	-
1103	7F	City	VILLAGE OF POINT VENTURE	\$ 394,360.20	0.01%	-
1076	5G	City	VILLAGE OF VOLENTE	\$ 275,340.48	0.01%	-
1057	38	School	DRIPPING SPRINGS ISD	\$ 274,043.84	0.01%	-
1019	12	City	VILLAGE OF SAN LEANNA	\$ 272,806.97	0.01%	-
1059	4A	School	JOHNSON CITY ISD	\$ 204,101.74	0.00%	-
1037	22	School	COUPLAND ISD	\$ 90,158.66	0.00%	-
1077	5H	City	VILLAGE OF WEBBERVILLE	\$ 74,109.95	0.00%	-

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Agreement for #7 Parts 1 & 2 - Grassdale at Manor, LLC.

BACKGROUND/SUMMARY:

In 2021, the City Council approved funding through certificates of obligation proceeds to expand the city's water and sewer infrastructure systems to adequately meet the growth demand for these services. The US290 & FM973 waterline project was identified by city staff and George Butler & Associates (GBA) engineering consultant as a priority infrastructure project that needed to be included in the 2021 Certificate of Obligation bond issuance.

Since January 2023, the GBA's land acquisition team has assisted the city in acquiring the necessary number of temporary and permanent utility easements for both future water and sewer projects. Several economic development projects are planned for this section of the community and are scheduled to open in 2024 with more projects being constructed in 2025.

The land acquisition consultant has successfully acquired the required utility easement from the landowners and established a good line of communication to help secure their support for these public improvements. This has allowed the GBA team to prepare plans for the proposed waterline extension eastbound south of US290. The registered consultant completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis to move forward with the purchase contract for parcel 7.

LEGAL REVIEW: Yes, Paige Saenz, City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract – Parcel 7

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the purchase contract with Grassdale at Manor, LLC in an amount not to exceed \$13,587.

CITY OF MANOR PURCHASE AGREEMENT
Manor FM 973 & US 290 Water Line Project: Parcel 7 Parts 1 & 2

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **The Grassdale at Manor, LLC, a Texas limited liability company** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Water Line Easement Parcels: All that certain tract, piece or parcel of land consisting of 719 square feet and 2,254 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibits "A," and "B", respectively, attached hereto and made part hereof for all purposes.

Temporary Construction Easement Parcel: All that certain tract, piece or parcel of land consisting of 762 square feet and 2254 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted on sketch in Exhibits "A," and "B", respectively, attached hereto and made part hereof for all purposes.

Total Price. THIRTEEN THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND NO/100'S DOLLARS (**\$13,587.00**) total shall be paid by the City for a permanent and temporary easement to the Water Line Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a water line easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract

that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Water Line Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Water Line Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "C" attached hereto and incorporated herein. The City agrees to prepare the Water Line Easement and Temporary Construction Easement in substantially the form set out in Exhibit "C" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

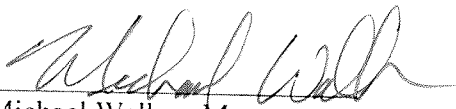
Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

The Grassdale at Manor, LLC
a Texas limited liability company

By: Pilot and Legacy Opportunity Fund, LLC,
a Texas limited liability company,
its Manager

By: 
Michael Walker, Manager

9-17-24
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

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

Date

Parcel No. 7 Parts 1 & 2
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 937564

FIELD NOTES FOR A 719 SQUARE FOOT WATERLINE EASEMENT:

A 719 Square Foot Waterline Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plat of record in Document No. 202900015, of the Official Public Records of Travis County, Texas. Said 719 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in an east line of said Lot 3, same being the west line of Lot 1, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a yellow cap in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being the east line of said Lot 3, a distance of 13.48 feet, and from said 1/2" iron rod with a yellow cap, a found 1/2" iron rod in the south Right of Way line of said U.S. 290, same being the north line of said Lot 1, bears N 87° 12' 46" E, with the South Right of Way line of said U.S. 290, same being the north line of said Lot 1, a distance of 417.90 feet;

THENCE: S 02° 47' 13" E, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of 15.00 feet, to a point for corner;

THENCE: Over and across said Lot 3, the following four (4) courses:

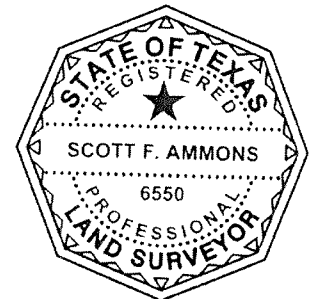
1. S 87° 12' 19" W, a distance of 26.39 feet, to a point for corner;
2. S 84° 38' 02" W, a distance of 4.51 feet, to a point for corner;
3. N 88° 34' 28" W, a distance of 2.88 feet, to a point for corner;
4. S 88° 11' 14" W, a distance of 15.62 feet, to a point in the west line of said Lot 3, same being the east line of Lot 2, Manor Storage, a plat of record in Document No. 200400240, of the Official Public Records of Travis County, Texas, for corner;

THENCE: N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of 15.23 feet, to a point for corner, from which a found 5/8" iron rod with an orange cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 3, same being the northeast corner of said Lot 2, bears N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of 13.49 feet;

THENCE: Over and across said Lot 3, the following four (4) courses:

1. N 88° 11' 14" E, a distance of 13.42 feet, to a point for corner;
2. S 88° 34' 28" E, a distance of 2.41 feet, to a point for corner;
3. N 84° 38' 02" E, a distance of 3.96 feet, to a point for corner;
- N 87° 12' 19" E, a distance of 26.73 feet, to the POINT OF BEGINNING and containing 719 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Signature

<p>2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808</p>	PROJECT NUMBER	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER
	DATE		1 of 4

PROJECT NUMBER
15110.01
DATE
08/28/2023

FIELD NOTES FOR A 762 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A 762 Square Foot Temporary Construction Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plat of record in Document No. 202006015, of the Official Public Records of Travis County, Texas. Said 762 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in an east line of said Lot 3, same being the west line of Lot 1, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a yellow cap in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 1, same being a northeast corner of said Lot 3, bears N 02° 47' 13" W, with the west line of said Lot 1, same being the east line of said Lot 3, a distance of 28.48 feet, and from said 1/2" iron rod with a yellow cap, a found 1/2" iron rod in the south Right of Way line of said U.S. 290, same being the north line of said Lot 1, bears N 87° 12' 46" E, with the South Right of Way line of said U.S. 290, same being the north line of said Lot 1, a distance of 417.90 feet;

THENCE: With the west line of said Lot 1, same being an east line of said Lot 3, the following two (2) courses:

1. S 02° 47' 13" E, with the west line of said Lot 1, same being an east line of said Lot 3, a distance of **8.99 feet**, to a point for corner;
2. S 02° 35' 11" E, a distance of **6.01 feet**, to a point for corner;

THENCE: Over and across said Lot 3, the following four (4) courses:

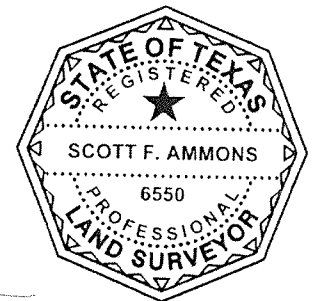
1. S 87° 12' 19" W, a distance of **26.03 feet**, to a point for corner;
2. S 84° 38' 02" W, a distance of **5.06 feet**, to a point for corner;
3. N 88° 34' 28" W, a distance of **3.34 feet**, to a point for corner;
4. S 88° 11' 14" W, a distance of **17.81 feet**, to a point in the west line of said Lot 3, same being the east line of Lot 2, Manor Storage, a plat of record in Document No. 200400240, of the Official Public Records of Travis County, Texas, for corner;

THENCE: N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of **15.23 feet**, to a point for corner, from which a found 5/8" iron rod with an orange cap, in the south Right of Way line of said U.S. 290, for the northwest corner of said Lot 3, same being the northeast corner of said Lot 2, bears N 08° 06' 02" E, with the west line of said Lot 3, same being the east line of said Lot 2, a distance of 28.72 feet;


THENCE: Over and across said Lot 3, the following four (4) courses:

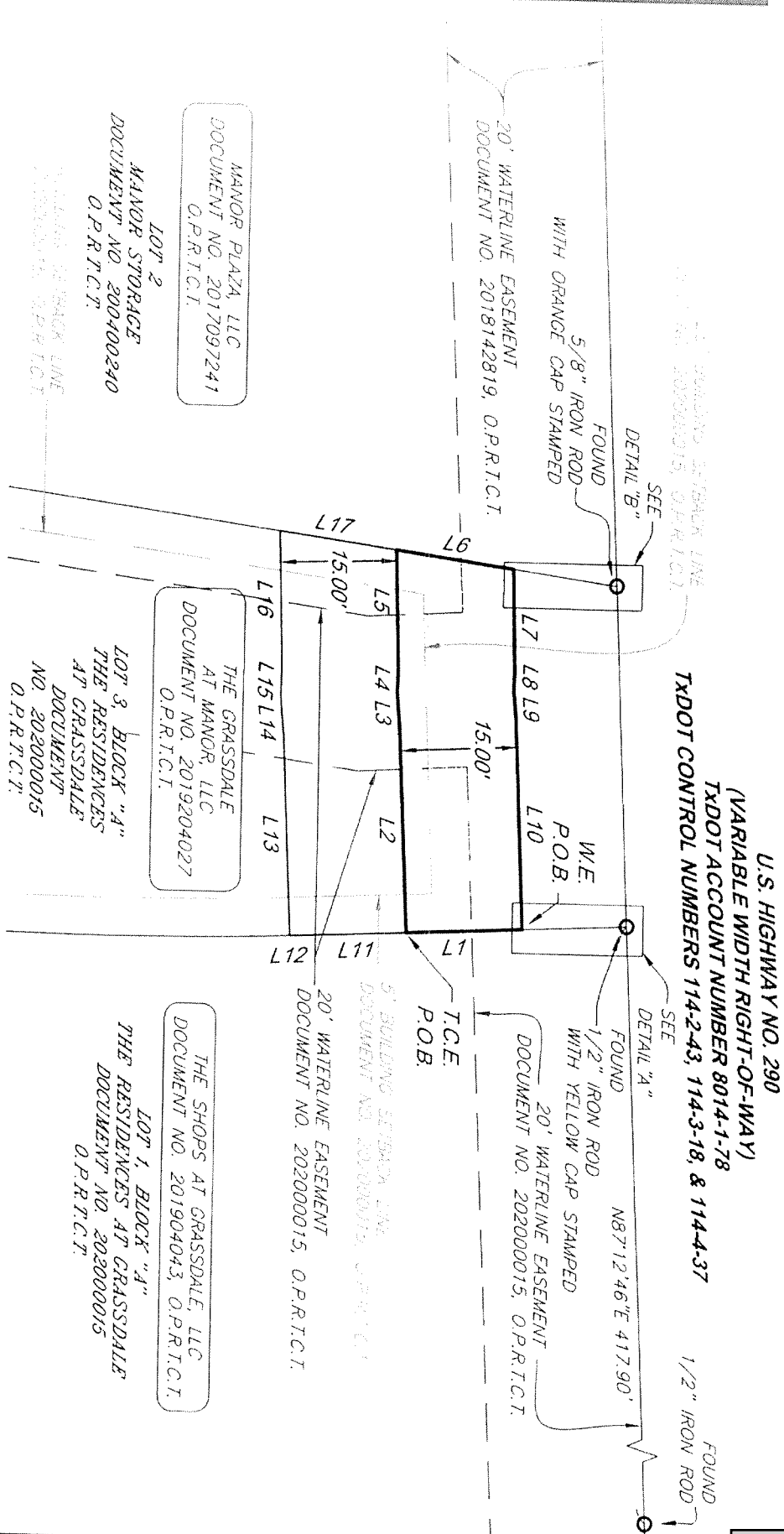
1. N 88° 11' 14" E, a distance of **15.62 feet**, to a point for corner;
2. S 88° 34' 28" E, a distance of **2.88 feet**, to a point for corner;
3. N 84° 38' 02" E, a distance of **4.51 feet**, to a point for corner;
4. N 87° 12' 19" E, a distance of **26.39 feet**, to the **POINT OF BEGINNING** and containing **762 Square Feet** of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Signature

 <p>2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808</p>	PROJECT NUMBER 15110.01	Exhibit "A" WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER 2 of 4
	DATE 08/28/2023		



NOTES:

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

- Denotes W.E.
- 719 Square Feet
- Denotes T.C.E.
- 762 Square Feet
- 478 Square Feet of Proposed Waterline Easement
- Lies Within Existing Waterline Easement
- 584 Square Feet of Proposed Waterline Easement
- Lies Within Existing Building Setback Line

Scale: 1"=20'

GBPA
architects
engineers

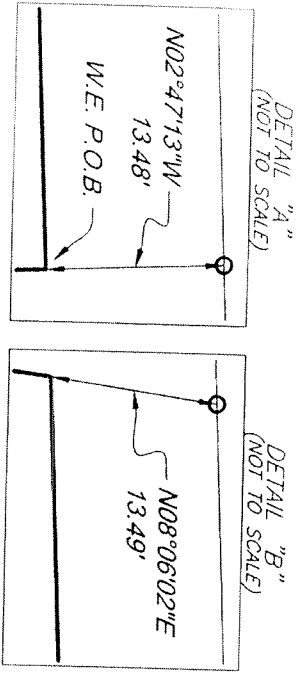
2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
202318PELS.FIRM #10194808

PROJECT NUMBER	151110.01
DATE	08/28/2023

Exhibit "A"
WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER
3 of 4

C:\121162\1\04_1016.mxd Drawings\2023\121162\2023-Drainage_Lot 3 NB-42F-Redwood.dwg Layer: T=0.2511-4-2024 -- Thursday, August 28, 2023 2:25pm -- Copyright 2023 George Batai Association, Inc.

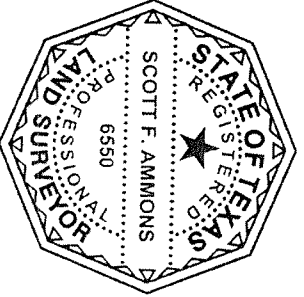


LEGEND

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- W.E. WATERLINE EASEMENT
- EXISTING WATERLINE EASEMENT
- EXISTING BUILDING SETBACK LINE

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

SCOTT F. AMMONS
 REGISTERED PUBLIC LAND SURVEYOR NO. 6550
 STATE OF TEXAS



Line Table		
Line #	Bearing	Distance
L1	S 02° 47' 13" E	15.00'
L2	S 87° 12' 19" W	26.39'
L3	S 84° 38' 02" W	4.51'
L4	N 88° 34' 28" W	2.88'
L5	S 88° 11' 14" W	15.62'
L6	N 08° 06' 02" E	15.23'
L7	N 88° 11' 14" E	13.42'
L8	S 88° 34' 28" E	2.41'
L9	N 84° 38' 02" E	3.96'
L10	N 87° 12' 19" E	26.73'
L11	S 02° 47' 13" E	8.99'
L12	S 02° 35' 11" E	6.01'
L13	S 87° 12' 19" W	26.03'
L14	S 84° 38' 02" W	5.06'
L15	N 88° 34' 28" W	3.34'
L16	S 88° 11' 14" W	17.81'
L17	N 08° 06' 02" E	15.23'

GBPA
 architects
 engineers

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

PROJECT NUMBER
 15110.01

DATE
 08/28/2023

Exhibit "A"
 WATERLINE EASEMENT
 MANOR, TRAVIS CO., TX

SHEET NUMBER
4 of 4

FIELD NOTES FOR A 2,254 SQUARE FOOT WATERLINE EASEMENT:

A 2,254 Square Foot Waterline Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plot of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 2,254 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of said Lot 3, same being the west line of Lot 2, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 2, same being the northeast corner of said Lot 3, bears N 02° 44' 50" W, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 12.69 feet;

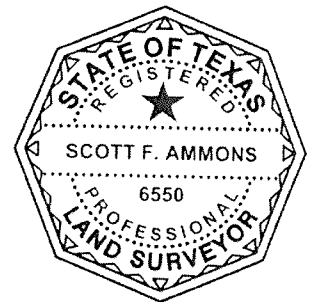
THENCE: S 02° 44' 50" E, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 15.00 feet, to a point for corner;

THENCE: S 87° 08' 08" W, over and across said Lot 3, a distance of 150.28 feet, to a point in a westerly line of said Lot 3, same being the east line of Lot 1, said Block "A", The Residences At Grassdale, for corner;


THENCE: N 02° 44' 50" W, with a westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 13.10 feet;

THENCE: N 87° 08' 08" E, over and across said Lot 3, a distance of 150.28 feet, to the POINT OF BEGINNING and containing 2,254 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Signature of Scott F. Ammons

 2301 Double Creek Drive Building 1, Suite 110 Round Rock, Texas 78664 512.616.0055 www.gbateam.com TBPELS FIRM #10194808	PROJECT NUMBER 15110.01	Exhibit B WATERLINE EASEMENT MANOR, TRAVIS CO., TX	SHEET NUMBER 1 of 4
	DATE 08/28/2023		

FIELD NOTES FOR A 2,254 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A 2,254 Square Foot Temporary Construction Easement, being a portion of Lot 3, Block "A", The Residences At Grassdale, a plat of record in Document No. 202000015, of the Official Public Records of Travis County, Texas. Said 2,254 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of said Lot 3, same being the west line of Lot 2, said Block "A", The Residences At Grassdale, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, account number 8014-1-78, for the northwest corner of said Lot 2, same being the northeast corner of said Lot 3, bears N 02° 44' 50" W, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 27.69 feet;

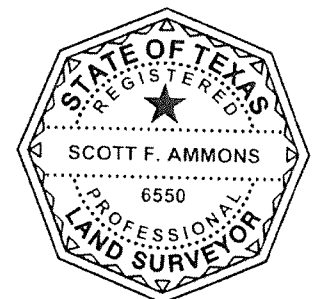
THENCE: S 02° 44' 50" E, with the west line of said Lot 2, same being the east line of said Lot 3, a distance of 15.00 feet, to a point for corner;

THENCE: S 87° 08' 08" W, over and across said Lot 3, a distance of 150.28 feet, to a point in a westerly line of said Lot 3, same being the east line of Lot 1, said Block "A", The Residences At Grassdale, for corner;

THENCE: N 02° 44' 50" W, with a westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 15.00 feet, to a point for corner, from which a found 1/2" iron rod with a pink cap stamped "SURVEY WORKS 6356" in the south Right of Way line of said U.S. 290, for a northwest corner of said Lot 3, same being the northeast corner of said Lot 1, bears N 02° 44' 50" W, with the westerly line of said Lot 3, same being the east line of said Lot 1, a distance of 28.10 feet;

THENCE: N 87° 08' 08" E, over and across said Lot 3, a distance of 150.28 feet, to the **POINT OF BEGINNING** and containing 2,254 Square Feet of land, situated in Travis County, Texas.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.



Handwritten signature

GBA
architects
engineers
George Butler Associates, Inc.
2023

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

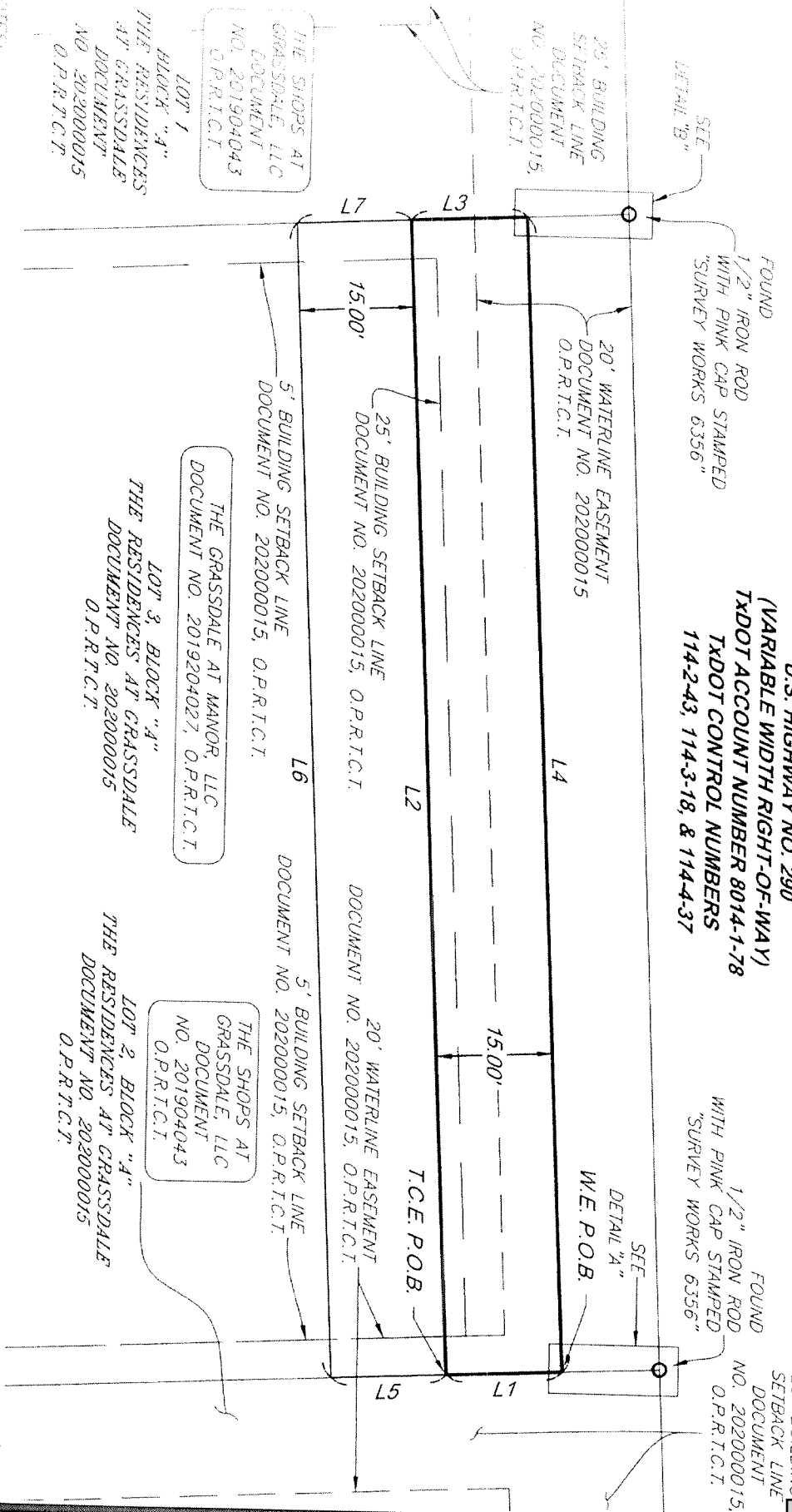
PROJECT NUMBER
15110.01

DATE
08/28/2023

Exhibit B
WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER
2 of 4

U.S. HIGHWAY NO. 290
(VARIABLE WIDTH RIGHT-OF-WAY)
TXDOT ACCOUNT NUMBER 8014-1-78
TXDOT CONTROL NUMBERS
114-2-43, 114-3-18, & 114-4-37



NOTES:

- 1. DIMENSIONS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.
- Denotes W.E.
- 2,254 Square Feet
- Denotes T.C.E.
- 2,254 Square Feet

- 1,106 Square Feet of Proposed Waterline Easement Lies Within Existing Waterline Easement
- 1,848 Square Feet of Proposed Waterline Easement Lies Within Existing Building Setback Line

Scale: 1"=20'

GBPA
architects
engineers

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

PROJECT NUMBER
151110.01

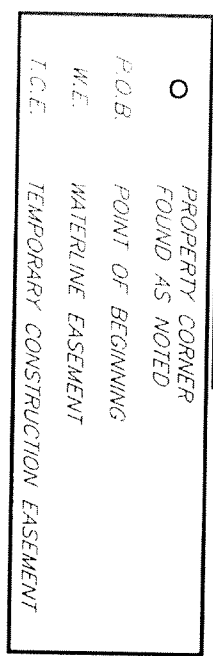
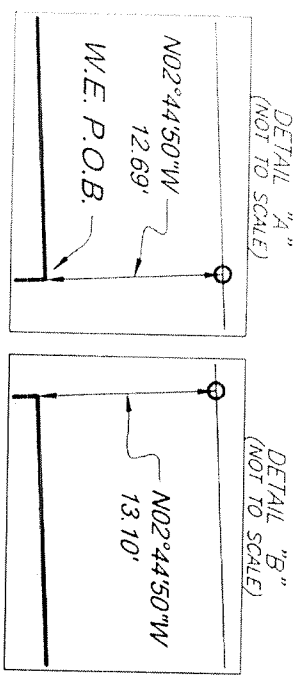
DATE
08/28/2023

Exhibit B
WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER

3 of 4

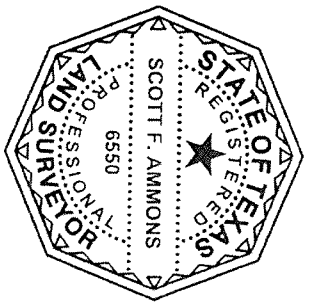
C:\Users\jg01\OneDrive\Drawings\Survey\151110.01\Waterline-Exhibit B.dwg Legend: T1=6.5:11=4 (4) --- Plotted: August 29, 2023 2:22pm --- Copyright 2012, George Allen Associates, Inc.



Line Table		
Line #	Bearing	Distance
L1	S2° 44' 50" E	15.00
L2	S87° 08' 08" W	150.28
L3	N2° 44' 50" W	15.00
L4	N87° 08' 08" E	150.28
L5	S2° 44' 50" E	15.00
L6	S87° 08' 08" W	150.28
L7	N2° 44' 50" W	15.00

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

SCOTT F. AMMONS
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



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

PROJECT NUMBER
151110.01

DATE
08/28/2023

Exhibit B
WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER
4 of 4

EXHIBIT "C"

WATERLINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

That, **The Grassdale at Manor, LLC, a Texas limited liability company**, ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 719 square feet and 2,254 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibits "A" and "B", respectively, hereby incorporated by reference and made a part hereof for all purposes, with said 719 square feet and 2,254 square feet parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 762 square feet and 2,254 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," and Exhibit "B", Page 2 of 4", respectively, hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

Grantee shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

GRANTOR:

The Grassdale at Manor, LLC
a Texas limited liability company

By: Pilot and Legacy Opportunity Fund, LLC,
a Texas limited liability company
its Manager

By: _____
Michael Walker, Manager

_____ Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS §
COUNTY OF _____ §
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Michael Walker, Manager of Pilot and Legacy Opportunity Fund, LLC, a Texas limited liability company, as Manager of The Grassdale at Manor, LLC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
§

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

Notary Public-State of Texas

Parcel No. 7 Parts 1 & 2
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 937564

AFTER RECORDING RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a resolution adopting a code of conduct policy addressing disruptive behavior in City-owned facilities and on City-owned property.

BACKGROUND/SUMMARY:

The City recognizes its duty to be a responsible steward of City assets. The City desires to provide the public and City staff at City property, buildings and facilities, to the extent permitted by law, an environment free from unlawful and disruptive behavior and activities that interfere with City and public business and activities. The attached resolution and policy are provided for City Council consideration for discussion and direction on the policy needed to protect the City’s assets.

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

- Resolution No. 2024 -
- Exhibit - Code of Conduct policy
- Warning Notice

STAFF RECOMMENDATION:

Staff recommends City Council approve Resolution No. _____ adopting a code of conduct policy addressing disruptive behavior in City-owned facilities and on City-owned property and authorizing the City Manager to implement the policy.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, DELEGATING AUTHORITY AS THE PROPERTY OWNER OF CITY BUILDINGS AND FACILITIES TO THE CITY MANAGER AND HIS DESIGNEES; AUTHORIZING THE CITY MANAGER AND HIS DESIGNEES TO ENACT AND ENFORCE A TRESPASS POLICY TO EXCLUDE TRESPASSERS AT ALL CITY BUILDINGS AND FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas (“City”) recognizes a duty to be a responsible steward of City buildings and facilities; and

WHEREAS, the City desires to provide the public and City staff at City buildings and facilities an environment free from unlawful and disruptive people and activities interfering with City and public business and activities to the extent permitted by law; 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 public and City staff for public safety, to provide a trespass policy under the authority of the City Manager to exclude unlawful and disruptive activities and persons from City buildings and facilities while being within the restraints of the First Amendment to the U.S. Constitution.

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

- 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 declares that the City Council is the owner of City buildings and facilities.
- Section 3.** The City Council hereby authorizes and delegates authority to act on its behalf as owner of City buildings and facilities to the City Manager and his designees.
- Section 4.** The City Council hereby directs that the City Manager and his designees as authorized property owners of City buildings and facilities have authority to enact and enforce a trespass policy excluding criminal trespassers, trespassers, and any persons engaging in disruptive, illegal or harmful activities from City buildings and facilities.
- Section 5.** 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 6. 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 ____ day of October, 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

**CITY OF MANOR
TRESPASS WARNINGS ON CITY PROPERTY POLICY**

I. PURPOSE

1.1 The City of Manor (City) recognizes its duty to be a responsible steward of City assets. The City also desires to provide the public and City staff at City property, buildings and facilities, to the extent permitted by law, an environment free from unlawful and disruptive behavior and activities that interfere with City and public business and activities. This policy shall be posted on the City's website and shall remain on file with the City Secretary.

1.2 The City Council adopted Resolution No. _____ authorizing and delegating authority to the City Manager and designees to act on its behalf as owner of City buildings and facilities to enact and enforce a trespass policy excluding criminal trespassers, trespassers, and any persons engaging in disruptive, illegal or harmful activities from City property, buildings and facilities.

1.3 The City believes for public safety reasons it is in the best interest of the public and City staff, for the City to provide a trespass policy under the City Manager's authority to exclude unlawful and disruptive activities and persons from City property, buildings and facilities while being within state and federal laws. This policy does not prohibit a person from exercising his or her first Amendment rights at any public forums.

II. DEFINITIONS

2.1 Trespass warning means a verbal or written communication to a person that his or her presence or entry onto certain City Property is prohibited and the person must immediately leave such City Property. The Trespass Warning should address other items regarding this prohibition according to this policy.

2.2 City Property means City-owned buildings and surrounding City-owned property; any City-leased buildings and surrounding leased property and any area over which the City has control; City park lands and other City-owned or operated recreational areas and facilities; City-owned facilities and parking lots; and all other City-owned lands, unless the City Manager exempts a building or area from this policy in writing.

2.3 Authorized Employee means the City Manager and designees having authority to issue a Trespass Warning according to this policy.

2.4 Disruptive Behavior means any conduct that unreasonably interferes with the use and enjoyment of City Property by others, disrupts City business or activities, or poses a threat to public safety. This includes, but is not limited to:

- Unauthorized entry into restricted areas;
- Refusal to leave when requested by authorized personnel;
- Occupying public spaces for unauthorized activities, such as camping or loitering;

- Obstructing entrances or pathways;
- Creating excessive noise that disturbs others;
- Disrupting meetings or gatherings; or
- Engaging in aggressive or intimidating behavior.

III. POLICY

3.1 General. The City's policy is to provide notice to people whose entry onto City Property, or continued presence on City Property, may be illegal, unreasonably disruptive or harmful to City Property or to conducting City business or to other persons' use or enjoyment of approved activities on City Property, and to provide persons receiving a Trespass Warning with the opportunity for a prompt administrative review of the terms of the Trespass Warning. A person arrested on City Property for a criminal offense may receive a Trespass Warning.

3.2 Addition. This policy is in addition to and does not bar or preclude Manor Police Officers from performing their lawful duty to enforce any trespass laws or to issue a criminal trespass warning under other authority.

3.3 First Amendment Rights Acknowledged. The Authorized Employee shall have authority to consider and authorize a person subject to a Trespass Warning to enter City Property to exercise First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary City business.

IV. DELEGATION OF AUTHORITY

4.1 Authorized Employees. Authorized Employees have authority to issue a Trespass Warning to any person whose conduct on City Property violates this policy or constitutes a criminal offense. An Authorized Employee may request also a Manor Police Officer to issue a written criminal trespass warning according to the Texas Penal Code to a person violating this policy if it is reasonably believed such conduct constitutes a criminal offense. Specifically, the City Manager delegates the non-exclusive authority to issue a Trespass Warning under this policy to the following Authorized Employees:

- a. All Council Appointed City Employees.
- b. All Department Directors and Assistant Department Directors but limited to buildings and lands within the control or area of responsibility of their respective departments.
- c. Any other City departmental management personnel responsible for managing, maintaining or staffing City Property but limited to buildings and lands within the control or area of their responsibility.

4.2 Additional Authorized Employees. In addition to those listed above, the City Manager may delegate his non-exclusive authority to issue a Trespass Warning to any other City employee he deems appropriate in writing, given their general area of responsibility within the

City.

4.3 Expiration. A delegation of authority under this policy expires upon the reassignment, employment separation, termination, or retirement of the Authorized Employee, or upon revocation by the City Manager at any time for any reason.

V. TRESPASS WARNING PROCEDURES

5.1 Verbal Warning. Unless a person's conduct violates section 5.3 below, an Authorized Employee should, before issuing a written Trespass Warning to that person:

- a. Verbally warn the person his or her conduct is in violation of law, City policy, rules or guidelines or interfering with another person's reasonable use and enjoyment of City Property;
- b. Give the person a reasonable opportunity to cease violating the law, City policy, rules or guidelines or interfering with another person's reasonable use and enjoyment of City Property; and
- c. Not issue a Trespass Warning to the person if the person promptly ceases the conduct at issue after receiving the verbal warning.

5.2 Written Trespass Warning after Verbal Warning. An Authorized Employee may authorize a peace officer to issue a criminal trespass warning and may issue a written Trespass Warning to a person for conduct occurring on City Property that may be illegal, unreasonably disruptive, harmful to City Property or conducting City business, or interfering with another person's reasonable use or enjoyment of approved activities on City Property. The conduct includes, but is not limited to, conduct violating the following City ordinances, rules, polices or guidelines:

- a. Park and other curfew violations;
- b. Park rules violations;
- c. Failure to pay required fees for Facility use;
- d. Facility use violations;
- e. Noise ordinance violations;
- f. Interfering with another person's reasonable use and enjoyment of approved activities on City Property; or
- g. Any other City ordinance violation including, but not limited to, camping, solicitation, and glass containers ordinance violations.

5.3 Grounds for Issuing a Trespass Warning No Verbal Warning. An Authorized Employee may authorize a peace officer to issue a criminal trespass warning and may issue a Trespass Warning to a person without a verbal warning if the person has engaged in conduct that is unreasonably disruptive or harmful to City Property, to conducting City business, or to another's reasonable use and enjoyment of approved activities on City Property, and that may:

- a. Be a state or federal criminal offense or ordinance violation or is an attempt, solicitation or conspiracy to commit a state or federal criminal offense or ordinance violation, including urinating or defecating in public; or
- b. Have resulted in injury to any person or damage to any property, or threatens to cause an immediate breach of the peace.

5.4 Contents of a Trespass Warning. A verbal or written Trespass Warning should include the following items:

- a. **Reasons for Exclusions.** A statement of the reason the person is being notified or warned not to enter an area or to immediately depart from an area and explaining the conduct for the Trespass Warning.
- b. **Area of Exclusion.** The Trespass Warning should describe the area or building, including the building name and address that the person shall not enter, so that a reasonable person may understand the specific area to which the person may not return.
- c. **Duration of Exclusion.** A Trespass Warning should be for a specific time period based on the seriousness of the conduct. The specific time period a person may not return will be established by the Authorized Employee based on relevant factors including:
 1. Conduct involving intentional damage to City Property;
 2. Conduct involving intentional injury or offensive contact with any person;
 3. Conduct that is disruptive or harmful to City business or another's reasonable use and enjoyment of approved activities on City Property; and
 4. Whether the person has previously engaged in similar conduct on City Property.
- d. **Reentry Warning.** The Trespass Warning shall include notice that reentry may result in an arrest while such warning is in effect.

- e. **Notice of Administrative Review Process.** A Trespass Warning will contain information that informs the person of the administrative review procedure.
- f. **Police Department Records.** A copy of the Trespass Warning shall be sent to the Manor Police Department Records.

5.5 Trespass Warning Duration Guidelines. A Trespass Warning shall be in effect from the issue date:

- a. Up to 365 days from the date the warning was issued; or
- b. Up to two (2) years if the person has received a Trespass Warning within the previous two years.

VI. ADMINISTRATIVE REVIEW OF A TRESPASS WARNING

6.1 Request for Review. The person receiving the Trespass Warning may request an administrative review of all or any part of the Trespass Warning. The request for review must be in writing and received by the City Secretary's office no longer than three (3) days after the Trespass Warning issue elate. If the person does not meet this three-day requirement, the Trespass Warning becomes final. Such a request for review does not stay or suspend the Trespass Warning. The person receiving the Trespass Warning must submit information and argument in writing to be considered. The burden of proof is on the person requesting the review.

6.2 Review Procedures. The City Manager or designee shall perform an informal review. Findings should generally be issued by written memo upon receipt of a timely request. The City Manager or designee conducting the informal review should decide the issues based on the known evidence. The City Manager or designee should make a written determination on the issues not later than five (5) days after receiving the review request. The City Manager may alter the response lime if there is good cause. The written determination shall be promptly provided to the requestor at the provided address or made available in the City Secretary's Office. The determination shall be to affirm, reverse or modify the Trespass Warning, and shall state the reasons for the determination. The decision of the City Manager or designee on a request for review is final. The City Manager or designee should consider all relevant information provided and should include the following:

- a. Whether the Trespass Warning was issued for a reason set out or otherwise consistent with this policy; and
- b. Whether the area and duration of the Trespass Warning arc appropriate under the facts and circumstances.

6.3 City Manager Authority. The City Manager in his sole discretion may determine good cause exists to modify the administrative review processes described in this section accommodate review more quickly, informally, later or to make any other modifications as he determines is appropriate keeping in mind the legal rights and concerns of all.

6.4 Good Faith, Substantial Compliance. This policy is intended to provide notice, standard procedures, proper management authority delegation, and consistency in due process. Failure to meet one or more of the provisions of this policy does not invalidate a Trespass Warning issued in good faith and with substantial compliance with this policy.

DRAFT

Approved and Effective on _____, 2024

Scott Moore, City Manager

DRAFT



TRESPASS WARNING

Date: ___/___/___

1. City Employee Name, Title and Department: _____
Complainant Name (If not City Employee): _____ Phone Number: _____

2. Trespasser Information:

- Name: _____ Date of Birth: _____
- Race: _____ Sex: _____ DL: _____
- Address: _____
- City, State, Zip Code: _____
- Phone: _____

3. Notice:

- This Trespass Warning is to inform you, _____, that you must immediately leave and you are excluded and no longer permitted to enter or remain on City property located at and described as: _____
- For a duration of _____ days
- Reason for exclusion: _____

4. Administrative Review of a Trespass Warning:

- **Request for Review.** You may request an administrative review of all or any part of the Trespass Warning. The request for review must be in writing and received by the City Secretary’s office no later than three (3) days after the Trespass Warning issue date. If you do not meet this three-day requirement, the Trespass Warning becomes final. Such a request for review does not stay or suspend the Trespass Warning. You must submit information and argument in writing to be considered. The burden of proof is on you, the person requesting the review.
- **Review Procedures.** The City Manager or designee shall perform an informal review. Findings should generally be issued by written memo upon receipt of a timely request. The City Manager or designee conducting the informal review should decide the issues based on the known evidence. The City Manager or designee should make a written determination on the issues not later than five (5) days after receiving the review request. The City Manager may alter the response time for good cause. The written determination shall be promptly provided to you at the provided address or made available in the City Secretary’s Office. The determination shall be to affirm, reverse or modify the Trespass Warning, and shall state the reasons for the determination. The decision of the City Manager or designee on a request for review is final. The City Manager or designee should consider all relevant information provided which should include the following: whether the Trespass Warning was issued for a reason set out or otherwise consistent with this Criminal Trespass policy; and whether the area and duration of the Trespass Warning are appropriate under the facts and circumstances.

5. If you return to the above stated location during the exclusion period you may be arrested for criminal trespass.

6. A copy of this Trespass Warning will be filed with the Manor Police Department and a copy of the City Trespass Policy is on file with the City Secretary and on the City’s web page.

Refusal or Inability of trespasser to sign Trespass Warning

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance regarding proposed amendments to the City Council Rules of Procedures.

BACKGROUND/SUMMARY:

City Council last reviewed and amended the City Council Rules of Procedures in February 2023. Review of the document is recommended once a year for proposed amendments.

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

- City Council Rules of Procedure

STAFF RECOMMENDATION:

The City Staff recommends that the City Council provide staff direction in amending the City Council Rules of Procedures.

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



CITY COUNCIL RULES OF PROCEDURE

**As Adopted by Ordinance No. 516 Effective
May 2, 2018**

**Amended by Ordinance No. 598 Effective
December 16, 2020**

**Amended by Ordinance No. 626 Effective
November 3, 2021**

**Amended by Ordinance No. 631 Effective
November 17, 2021**

**Amended by Ordinance No. 644 Effective
April 20, 2022**

**Amended by Ordinance No. 662 Effective
July 20, 2022**

**Amended by Ordinance No. 686
Effective February 6, 2023**

**Amended by Ordinance No. 691
Effective February 15, 2023**

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Section 1 – GENERAL

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens and visitors.

Section 2 – AUTHORITY

The City Charter of Manor, Texas [Adopted: August 15, 2007; Amended: May 9, 2015, and Amended: November 3, 2020] provides in Article III (City Council Judge of its Members), Section 3.04. (Rule of Procedure) that “The Council shall by ordinance determine its own rules and order of business.” Thus, these rules of procedure are established. In the event of any conflict between the City Charter and these rules of procedure, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter or State law, the Council will refer to RONR, which shall generally determine such procedural issue. www.robertsrules.com.

Section 3 – MEETINGS

The City Council shall follow both the letter and the spirit of the Texas Open Meetings Act.

3.01. Regular Meetings.

The City Council shall conduct regular meetings generally on the first (1st) and third (3rd) Wednesdays of each month. All regular meetings shall normally be scheduled to begin at 7:00 p.m. at City Hall and are open to the public.

3.02. Special Meetings.

In accordance with Section 3.07 (Meetings) of the City Charter, “special meetings may be scheduled and held as the council deems necessary to transact the business of the city.” Special meetings are open to the public.

3.03. Workshop Sessions.

Workshop sessions may be scheduled by the Mayor, a majority of Council Members or by the City Manager. They are normally conducted prior to regular or special meetings but may also be conducted at other times as well. Their purpose is to exchange information between council, staff, vendors or other groups. No official action is taken by council during these sessions, but workshops shall be posted and are open to the public. The City Council may suspend the application of this rule during a workshop session by majority vote of those members present and voting and take action on any item posted on the workshop agenda.

3.04. Executive Sessions.

The City Council may meet in executive session under the provisions of the Texas Open Meetings Act. No vote shall be taken in an executive session on any matter under consideration nor shall any Council Member enter into a commitment with another respecting a vote to be taken subsequently in an open meeting of the City Council.

3.05. Public Hearings.

Public Hearings may be scheduled to present evidence on both sides of issue(s). Some Public Hearings are required by state law such as approving an annual budget and setting a tax rate. Others are conducted voluntarily to obtain a full range of citizen input on important matters, such as a proposed bond issue. Public Hearings may be scheduled as part of a Regular Meeting or on other occasions as necessary.

3.06. Town Hall Meetings.

Town Hall Meetings may be scheduled periodically for the purpose of open discussion with citizens of Manor on specific issues or general matters regarding the activities of the City. Action may not be taken by the City Council at a Town Hall Meeting. If any action is indicated, the matter will be scheduled as an agenda item at a regular meeting of the City Council. Any citizen may participate in a Town Hall Meeting, and there is no requirement to sign up to speak prior to the meeting. Town Hall Meetings will be posted according to the Texas Open Meetings Act.

3.07. Public Notice.

The agenda for all meetings and the notice listing items to be considered shall be posted by the City Secretary on the City's website and on the bulletin board at City Hall in accordance with the Texas Open Meetings Act [Chapter 551, Texas Government Code].

3.08. Quorum and Attendance.

In accordance with Section 3.06 (Quorum and Attendance) of the City Charter, "Four members of the council shall constitute a quorum for transacting business and no action of the council shall be valid or binding unless taken in an open meeting with a quorum present. Less than a quorum may adjourn any meeting, or order and compel the attendance of absent members. It shall be the duty of each member of the council to attend each regular and special council meeting and the failure of any member to attend three consecutive, regular meetings, without good and sufficient cause, shall constitute misconduct in office." [See section 5.05 Excusal from Attendance].

3.09. City Manager Participation.

The City Manager shall attend all meetings of the City Council except when excused by the City Council. The City Manager may make recommendations to the City Council and shall have the right to take part in all discussions but shall not have a vote.

3.10. City Attorney Participation.

The City Attorney, or designated assistant City Attorney, shall attend the meetings of the City Council upon request by the City Manager to advise the City Council on all legal matters and represent the City in all litigation (except where outside counsel is engaged) and other legal matters.

3.11. City Secretary Participation.

The City Secretary shall attend each meeting of the City Council and shall keep, in a record provided for that purpose, accurate minutes of the City Council's proceedings.

3.12. City Department Directors Participation.

The City staff department heads shall attend the second regular meeting of each month to respond to inquiries made by the City Council on departmental monthly reports unless excused by the City Manager. The City Council may request the presence of specific department heads or staff members, through the City Manager, for other meetings or sessions.

3.13. Agenda.

- a. The Mayor, Council Members, City Manager, City Department Directors, City Attorney, and the City Secretary may place items on the agenda. Agenda items shall be submitted in written form to the City Secretary in accordance with subsection (b). The City Secretary will coordinate the placement of items on the agenda with the City Manager who will resolve any conflicts with Mayor and Council Members. Agenda items may be removed only by the Mayor and City Manager, except agenda items requested by City Council.
- b. Agenda items, including any necessary or applicable supporting documents and materials to be included in agenda packets, shall be submitted in written form to the City Secretary in accordance with this section and in order to allow compliance with the Texas Open Meetings Act 72-hour notice provision. Agenda items and presentations are due on or before the Wednesday of the week preceding the next scheduled City Council meeting.
- c. The City Secretary shall submit a draft agenda to the City Manager on or before the Tuesday of the week preceding the next scheduled City Council meeting for review and revision.

- d. The agenda packets for all regular and special meetings will be delivered via email to the Mayor and Council Members on the Friday preceding the following Wednesday meeting.

3.14. Minutes.

Minutes of City Council meetings will be recorded and maintained by the City Secretary. The Minutes will include final motions with voting results. The Minutes will also reflect the names of those citizens presenting public comments. Minutes of meetings will generally be submitted to the City Council for approval at the next regularly scheduled meeting.

3.15. Attendance by the Public.

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act.

3.16. City Legislation and Actions of Significant Public Impact and Concern.

Any action or ordinance of the City of Manor that falls into the following three categories is considered an action of significant public impact and concern:

- a. Any action or ordinance that criminalizes behavior or creates criminal liability.
- b. Any action or ordinance that has a substantial impact on private property rights.
- c. Any action or ordinance that involves the expenditure of more than three hundred thousand dollars (\$300,000) and that is not a recurring expense or renewal of an expense.

The City Council shall not vote on any action of significant public impact and concern unless and until it has been presented and discussed in at least two Council meetings, which occur within a 60-day period, except as provided in Section 10.

Section 4 - STANDARDS OF CONDUCT

4.01. Council Members.

- a. During City Council meetings, Council Members shall assist in preserving order and decorum and shall neither by conversation or other activity delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the City Council.
- b. A Council Member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine his/her discussion to the question under debate and avoid discussion of personalities, the use of inappropriate language, making personal attacks, and verbally abusing colleagues or anyone else in attendance.

- c. Council Members may question City staff members during meetings when they are making presentations to the City Council. Council Members shall neither berate nor admonish City staff members. Questions to other City staff members who are not making presentations should first be directed to the City Manager who will then ask the appropriate City staff member to respond, or the City Manager may address the question.
- d. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer. If a Council Member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined.
- e. Council Members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the City Council.
- f. When there is more than one speaker on the same subject, Council Members will delay their subsequent comments until after all speakers on the subject have been heard.

4.02. Council Relations with the Media.

All City press releases, media advisories, story suggestions, or similar items should go through the City Manager's office for distribution, with exception of factual police department bulletins which designated officers may send directly to the City Manager, with a copy to the City Secretary.

4.03. City Staff.

- a. Members of the City staff and employees of the City shall observe the same rules of procedures and decorum applicable to members of the City Council.
- b. Although the presiding officer has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all City staff members under the City Manager's direction and control.
- c. The City Manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City staff members in City Council meetings.
- d. All staff members addressing the City Council, including the City Manager, other staff members, or members of the public shall be recognized by the presiding officer and shall limit their remarks to the matter under discussion.
- e. All remarks and questions addressed to the City Council by staff members shall be addressed to the City Council as a whole and not to any individual member.

4.04. Members of the Public

- a. Members of the Public are invited to attend all open meetings of the City Council and will be admitted to the Council Chambers or other room(s) in which the City Council is meeting, but not to exceed the fire safety capacity of the room(s). All members of the public attending and/or speaking at a City Council Meeting are required to abide by the Council Rules of Procedure.
- b. City Council Meetings are conducted for the official business of the City Council. Members of the public attending City Council meetings shall observe the same rules of civility, decorum and respectful conduct applicable to members of the City Council. To ensure meetings are conducted in a professional and courteous manner which enables the order conduct of business, all persons in attendance or who participate in such meetings shall conduct themselves in a manner that does not interfere with the ability of others to observe and, when allowed, to participate without disruption or fear of intimidation, threats or hostility.
- c. All persons shall remove hats and all individuals shall refrain from private conversations in the chambers while the City Council is in session.
- d. Members of the public desiring to address the City Council shall be recognized by the Chair and shall state his or her name and address in an audible tone for the record and shall limit his or her remarks to an agenda item.
- e. The public has the right to criticize policies, procedure, programs or services of the City or of the actions or omission of the City Council or City staff. A member of the public addressing the City Council shall not engage in any disorderly conduct which disrupts the orderly conduct of any City Council meeting. The Chair may rule a public speaker out of order and in violation of the Council Rules if: (a) the speaker is speaking beyond the allocated time limit and refuses to yield the floor; (b) the speaker's remarks are not relevant to an agenda item or City business or affairs; (c) the speaker repeatedly interrupts a Council Member; (d) the speaker's remarks are disruptive so as to disturb the peace and good order of the meeting, through use of, without limitation, loud, threatening, hostile, abusive, vulgar or obscene language, racial or ethnic slurs directed any person or group of persons, or any other actions that disturb or are calculated to disturb the meeting; (e) the speaker engages in any conduct with the intent to break up the meeting of the City Council or urges other to commit acts or engage in conduct to break up the meeting, including unreasonably loud and prolonged yelling, screaming, clapping or noise-creating acts which render it impossible or difficult for the City Council to conduct or continue with the meeting; or (f) the speaker willfully refuses or fails to comply with any Council Rule of Procedure or with any reasonable order of the Chair.
- f. Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Council Members are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- g. No placards, banners, signs, demonstrations, or activities which disturb the peace and good order of the meeting will be permitted in the Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.

- h. Members of the Public attending Council meetings are not allowed to bring food or drink into the Council Chamber or into any other room in which the City Council is meeting.

4.05. Recording of Meetings.

Operation of equipment, such as tape recorders, video cameras, or other mechanism of audio and/or video recording is limited to the area designated for recording equipment that is established by the City Council from time to time.

4.06. Enforcement.

- a. The sergeant-at-arms (Manor Police Officer) attending the City Council meetings, shall ensure that a safe environment exists for the City Council to conduct its meetings and shall furnish whatever assistance is needed to enforce the rules of the City Council.
- b. The Chair shall have the authority to preserve order at all City Council meetings and enforce the Council Rules of Procedure, including the authority to revoke the permission granted to any individual to speak if such individual is disruptive or does not adhere to Council Rule of Procedure, to remove or cause the removal of any person from any meeting of the City Council for disorderly conduct, and to exclude a person from returning to that same meeting from which the individual was removed.
- c. If the Chair determines that the Council Rules of Procedure are not being followed, one warning will be given to the individual(s). If the Council Rules of Procedure continue to be violated after one warning, the Chair may revoke the individual's speaking privileges and may remove, or cause to be removed by security personnel, the individual from the Council Chamber. Any individual ordered to be removed from a meeting shall be excluded from returning to that meeting from which the individual was removed and shall be barred from further audience before the City Council during that session of the City Council.

Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS

5.01. Seating Arrangement.

In meetings where the Council is seated at the dais, the Mayor shall be seated at the center of the dais; the City Manager shall be seated adjacent to the Mayor, Council Members are seated by Place No. 1-6 and City Secretary shall be seated on the table to the right of the dais.

5.02. Right of the Floor.

A Council Member desiring to speak must first be recognized by the presiding officer. No Council Member shall address the presiding officer or demand the floor while a vote is being taken.

5.03. 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 in the form attached hereto in Annex F disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

A City Council member prevented from voting by a conflict of interest, shall remove themselves from the dais.

5.04. Voting.

- a. In accordance with Section 3.08 (Voting) of the City Charter, “All members of the council present shall vote upon every issue, subject or matter properly before the council and requiring a council vote; provided that, if any member of the council has a conflict of interest, that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. No ordinance, resolution, order, action, matter or issue shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of council present and voting, and not less than four affirmative votes shall be required to pass, approve, adopt, take action on or consent to any ordinance, resolution, action, matter, issue or motion.” Any reference to an action of the City Council requiring a majority vote of the members present and voting shall be subject to the requirement set forth in Section 3.08 of the City Charter that not less than four affirmative votes shall be required to pass, approve, adopt, take action on, or consent to the action.
- b. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present and voting.

- c. A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action.

5.05. Excusal from Attendance.

Council Members are expected to attend meetings and remain in attendance during each meeting. Should a Council Member be unable to attend, the Mayor, City Council, City Manager, and the City Secretary should be notified prior to that meeting and the reason for missing the meeting should be provided. Council absence at special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned shall only be excused by a majority vote of council taken during roll call. A Council Member who fails to give prior notice of their absence at a meeting as required by this section shall be counted as absent without good and sufficient cause. In the event that a City Council member is absent from thirty percent (30%) of all special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned, the City Council may revoke its approval of prior excused absences and deem such absences to be without good and sufficient cause for the purposes of Sections 3.04 and 3.08 of the City Charter. A Council Member may not have excused absences revoked until they have been in office at least six months.

5.06. Excusal During Meetings.

A Council Member needing to be excused during an ongoing session should advise the presiding officer prior to departing the session.

5.07. Confidential Information

The City Council shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the city, nor directly or indirectly use his or her position to secure official information about any person or entity for the financial benefit or gain of such public servant or any third party. The City Council shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information serves a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group. Failure of a member to comply with this Section shall constitute misconduct in office.

Section 6 - CHAIR AND DUTIES

6.01. Chair.

The Mayor, if present, shall preside as chair at all meetings of the City Council. In the absence of the Mayor, the Mayor ProTem shall preside. In the absence of both the Mayor and Mayor ProTem, the remaining Council Members shall, in accordance with the City Charter, by election, designate one member as acting Mayor to preside for that session. The term “presiding officer” when used in these Rules of Council shall mean the chair.

6.02. Call to Order.

The sessions of the City Council shall be called to order by the Mayor or, in the Mayor's absence, by the Mayor ProTem or, in the Mayor ProTem's absence, by the acting Mayor. In the absence of both the Mayor and Mayor ProTem, the City Manager will temporarily preside over the meeting until the Council selects an acting Mayor to preside over the meeting.

6.03. Preservation of Order.

The Chair shall preserve order and decorum, call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine Council Members in debate to the question under discussion. It is the responsibility of the Chair to keep the comments of Council Members on topic during public meetings.

Section 7 - ORDER OF BUSINESS

7.01. Regular and Special Meetings.

Regular and special meetings will generally adhere to the following agenda:

- Call to Order and Announce a Quorum is Present
- Invocation
- Pledge of Allegiance
- Presentations/Proclamations/Recognitions/Events (as appropriate)
- Workshop Sessions (as appropriate)
- Non-Agenda Item Public Comments (related to any matter not on the agenda, no action taken)
- Agenda Item Comments (related to matters on the agenda)
- Public Hearings (as appropriate)
- Reports (as appropriate)
- Consent Agenda (may be moved to Regular Agenda by the Mayor or a Council Member)
- Regular Agenda
- Executive Session (as appropriate)
- Reconvene in Open Session (as appropriate)
- Adjournment

The policy and procedure for presentation of an invocation is found in Annex G and incorporated herein.

7.02. Workshops, Executive Sessions and Town Hall Meetings.

Workshops and executive sessions will normally be conducted in a less formal manner than regular sessions as follows:

- Call to Order
- Overview of matter(s) to be discussed
- Discussion of matter(s)

- Summation
- Adjournment

Town Hall meetings will generally be conducted in the following agenda:

- Call to Order
- Purpose for the meeting
- City Council or City staff presentation (if any)
- Open discussion (facilitated by the Councilmember calling the Meeting)
- Summation
- Adjournment

7.03. Public Hearings.

The City Manager shall schedule public hearings on the City Council's agenda to be held at least two weeks before the City Council must vote on the matter (unless the law requires otherwise, in which case, Public Hearings shall be conducted as provided by state law). In addition to this requirement, when conducted as part of a Regular Meeting, a vote may be taken on the matter at that same meeting. When a Public Hearing is conducted as a stand-alone meeting and not part of a Regular Meeting, the vote may be taken at a subsequent Regular or Special Meeting.

7.04. Addressing the City Council.

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Therefore, public input to the City Council, both oral and written, is encouraged.

a. Public Comments.

- (1) Prior to the meeting being called to order, the person wishing to speak shall complete a speaker card and present it to the City Secretary. Late cards will not be accepted. The presiding officer shall call upon those who have submitted cards. No person shall be permitted to speak on an item unless they previously registered to speak and are recognized by the Chair. When called upon to speak by the presiding officer, the person shall come to the podium, state his/her name and address for the record, and, if speaking for an organization or group, identify the group represented. *No formal action can be taken by the City Council during the public comments.*
- (2) Public comments on non-agenda items shall take place during the agenda item entitled "Non-Agenda Item Public Comments". Public comments on agenda items that do not include a public hearing shall take place during the agenda item entitled "Agenda Item Public Comments". Public comments on agenda items that include a public hearing shall take place during the public hearing for that agenda item. Speakers will have a total of three (3) minutes to complete his or her comments on

all non-agenda items. Speakers will have a total of five (5) minutes to complete his or her comment on any non-agenda and agenda items combined. Speakers during public hearings will have a total of two (2) minutes complete his or her comments. The City Council may reduce the time allotted to each speaker for such reasons as the time allocated for the meeting, the number and complexity of agenda items, or the number of persons wishing to address the City Council. A member of the public who addresses the body through a translator shall be given twice the amount of time as a member of the public who does not require the assistance of a translator. The Chair or designee shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete his sentence and take his/her seat.

- (3) All remarks shall be addressed to entire City Council and not directed to individual Council Members or members of the city staff.
- (4) Questions or requests for information shall be directed to the presiding officer who shall then determine whether, and in what manner, a response will be provided.
- (5) During comments regarding agenda items, Council members may request the floor to respond to any citizen comment with information or to ask follow up questions as appropriate. Councilmembers may only direct comments and questions to the speaker and may not take the opportunity to discuss matters among themselves.

b. Written Correspondence and Telephone Calls.

- (1) Member of the Public may direct written comments to the individual Council Member by addressing their letter to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at www.manortx.gov.
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages. Telephone calls should be returned in a timely manner, excluding Saturdays, Sundays and official state and national holidays.
- (3) If a matter cannot be resolved within a few days, an interim reply should be expected from City Hall explaining the delay and providing a date when a final reply should be expected.

c. Media Inquiries.

- (1) The recognized local media sources may direct questions to members of the City Council through the City Manager.
- (2) Other legitimate regional, state and national media sources are expected to coordinate questions to Council Members and staff through the City Manager.
- (3) All media questions will be initially directed to the City Manager, the Chief of Police, or the Public Information Officer (if one is designated).

d. Legal Settlements in Regard to Any Claims Against the City.

All offers for legal settlements for claims or litigation against the City must be submitted in writing.

Section 8 – RULES OF ORDER

8.01. General.

These rules, consistent with the City Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

8.02. Authority of the Chair.

- a. Subject to appeal of the full City Council, the Chair shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Chair shall be courteous and fair and should presume that the moving party is acting in good faith.
- b. The Chair will perform the role of facilitator to assist the City Council in focusing agenda discussions and deliberations.
- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

8.03. Obtaining the Floor.

Any Council Member wishing to speak must first obtain the floor by being recognized by the presiding officer. The presiding officer must recognize any Council Member who seeks the floor appropriately entitled to do so.

8.04. Council Deliberations and Order of Speakers.

- a. The presiding officer shall control the debate and the order of speakers.
- b. Speakers shall generally be called upon in the order of their request to speak.
- c. With the concurrence of the presiding officer, a Council Member holding the floor may address a question to another Council Member, the City Manager, or the City Attorney (if present). The Council Member or City Manager may respond while the floor is still held by the Council Member asking the question.
- d. With the concurrence of the presiding officer, a Council Member holding the floor may address questions to an individual making a presentation to the City Council, e.g., city staff member, consultants, and citizens making public comments.
- e. Comments and questions shall be conducted in rounds to ensure that Council Members have the opportunity to make their comments and then respond to the comments they have heard from their fellow Council Members.
- f. The presiding officer shall only terminate deliberations and debate after all Council

- Members have been provided a reasonable time and opportunity to participate and prepare them to render a reasonable and responsible vote on the question.
- g. During presentations by the staff or special guests on agenda items, Council Members may obtain the floor from the presiding officer to ask questions of the presenters regarding details of their presentations.
 - h. Following a motion and second of an agenda item, Council Members may enter into additional discussions about the item as described below in subsection 8.08(d).

8.05. Length of Comments.

Council Members shall govern themselves as to the length of the comments, questions, or presentations. As a courtesy, the presiding officer will signal by hand to a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.

8.06. Limit Deliberations to Item at Hand.

Council Members shall limit their comments and questions to the subject matter, time, or motion being currently being considered by the City Council.

8.07. Motions.

In accordance with Section 1.05.037 (Motions; deferring action) of the City Charter, “(a) A motion may be made by any member other than the presiding officer.” The presiding officer shall, prior to offering a motion, however, ensure that other Council Members have the opportunity to make the motion. Any member of the City Council, other than the person offering the motion, may second a motion. See Annex B (Chief Purposes of Motions), Annex C (Parliamentary Strategy), Annex D (Basic Information on Motions), and Annex E (Parliamentary Terms).

8.08. Procedures for Motions.

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated, it must be seconded. If there is no second, the motion fails.
- b. A Council Member who wishes to make a motion should do so through a verbal request to the presiding officer.
- c. A Council Member who wishes to second a motion should do so through a verbal request to the presiding officer.
- d. Once a motion has been properly made and seconded, the presiding officer shall open the matter for additional discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the presiding officer.

8.09. Amendments to Motions.

- a. When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to action on the main motion.
- b. No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion.
- c. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.
- d. Action shall be taken on the amended amendment prior to any other action to further amend the main motion.

8.10. Motion to Continue.

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

8.11. Motion to Remove.

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

8.12. Motion to Table.

A motion to table will delay consideration of the item being discussed by the City Council.

8.13. Motion to Refer.

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

8.14. Withdrawal of Motion.

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If the motion is modified, the Council Member who seconded the motion may withdraw his/her second. If a motion that has received a second is withdrawn by one of the Council Members making the motion, the motion must be seconded by another Council Member to proceed, or it will die for lack of a second.

8.15. Motion for Reconsideration.

- a. A motion to reconsider any action of the City Council may be made, seconded, and voted on not later than the next succeeding regular meeting of the City Council. If reconsideration of the Council action has not been posted on the Council agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next regular meeting after the posting requirements of the Texas Open Meetings Act are met.

- b. A motion to reconsider an action of the City Council may only be made by a member who voted with the prevailing side. Any member can second it. No question shall be twice reconsidered except by unanimous vote of the City Council. Actions relating to any contract may be reconsidered at any time before the final execution thereof.

Section 9 – CITY COUNCIL COMMITTEES

9.01. Committees Established.

- a) The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees. Standing Committees will be established by ordinance.
- b) Each advisory committee shall review matters in its area of responsibility that are referred to it by the City Council, the City Manager, or an individual City Council Member. An advisory committee may recommend action to the City Council, but committee recommendation is not necessary for a matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a briefing or voting meeting of the City Council.
- c) City Council shall determine the number of members, not to exceed two (2) council members per committee and appoint a chair to the advisory committee.

9.02. Ad Hoc Committees.

The Mayor may appoint ad hoc committees from time to time to study and review specific issues. The Mayor shall determine the number of members and appoint a chair of ad hoc committees. The ad hoc committees shall be established for a designated period of time, which may be extended by the Mayor and shall meet as needed. The Mayor shall formally announce the establishment of any ad hoc committee along with his appointments to that committee in a regular session of Council prior to the committee convening to conduct business.

9.03. Committee Meetings.

- a. Advisory Committees shall meet as necessary.
- b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members.
- c. Citizens wishing to submit Public Comments during open meetings will need to complete the Public Comments Form provided by the City and email the form to publiccomments@manortx.gov at least two (2) hours prior to the committee meeting indicated within this procedure.
- d. Public Comments will be read by the Chair of the Committee for the record. No action will be taken by the committee during public comments.

9.04. Agenda and Information.

- a. Before each committee meeting, the Chair and City Secretary shall provide an agenda and supporting information for the meeting to committee members. Items may be scheduled on the agenda for committee briefings by the chair, the City Council, the City Manager, or the Mayor.
- b. Summary minutes will be kept by the City Secretary, unless otherwise indicated within this procedure.

Section 10 – RULES SUSPENSION, AMENDMENT, AND ANNUAL REVIEW

10.01. Suspension of Rules.

Any provision of these rules not governed by the City Charter, City ordinances, or state law may be temporarily suspended by a majority vote of the members of the City Council present and voting. The vote on any such suspension shall be taken by Motion and entered upon the record. The vote on any such suspension shall be taken by Motion and entered upon the record. Provisions that may not be suspended include, but are not limited to:

- a. Rule 3.04, Executive Sessions;
- b. Rule 3.07, Public Notice;
- c. Rule 3.08, Quorum and Attendance;
- d. Rule 3.14, Minutes (the provisions requiring that minutes be kept and the content of minutes)
- e. Rule 3.15, Attendance by the Public;
- f. Rule 3.16, City Legislation and Actions of Significant Public Impact and Concern, if pertaining to zoning and annexation orders required to be read twice in accordance with Section 4.06 of the City Charter;
- g. Rule 5.03, Conflicts of Interest;
- h. Rule 5.04, Voting; and
- i. Rule 6.01, Chair.

10.02. Amendment of Rules.

These rules may be amended, or new rules adopted, by a majority vote of the members of the City Council present and voting.

10.03. Annual Review of Rules.

Following the municipal general elections each year, City Council may review these rules of procedure, make changes as appropriate, and adopt their own rules of procedure in accordance with the City Charter. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the City Council's right and ability to amend the rules in accordance with the City Charter and Rule 10.02.

Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS

11.01. Mail and E-mail.

- a. All general mail directed to the Mayor and Council Members at City Hall will be date stamped and distributed as appropriate at City Council Meetings.
- b. All mail providing information on city issues and agenda items will be copied to the Mayor and Council Members.
- c. E-mails are provided to Mayor and Council Members for city business, e-mails requiring a response from the Mayor or Council Member(s) should copy the City Manager.

11.02. Clerical Support.

The City Manager will coordinate appropriate clerical support requested by the Mayor and Council Members.

11.03. Master Calendar.

A master calendar of City Council events, functions, and sessions will be maintained by the City Secretary's office and provided to the Mayor and Council Members as appropriate. Events, functions, and activities to be attended by the Mayor or individual Council Members will be included on the master calendar only at the request of the Mayor or individual Council Member(s).

11.04. Requests for Research or Information.

The Mayor and individual Council Members may request information or research from the city staff on a given topic through the City Manager who will make all members of City Council aware of the special request, as it may be of interest to them as well. Accordingly, the City Manager will provide the results of the request to all members of City Council. In the event the City Manager believes he cannot respond in a timely manner, he and the members of City Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

11.05. Notification of Significant Activities or Events.

The Mayor and Council Members shall expect the City Manager to notify them, and provide periodic updates, regarding significant activities or events in the City related to natural or man-made disasters, major criminal activity, major accidents involving city property, serious injury or death involving a city staff/employee within an hour (if feasible).

ANNEX A

Fundamental Principles of Parliamentary Law

The Mayor, Council Members, City Manager, City Attorney, City Secretary, and City staff members appearing before the various sessions of the Manor City Council should become familiar with following rules and customs:

1. All members have equal rights, privileges, and obligations; rules must be administered impartially.
2. The minority has rights, which must be protected.
3. Full and free discussions of all motions, reports, and other items of business is a right of all members.
4. In doing business the simplest and most direct procedure should be used.
5. Logical precedence governs introduction and disposition of motions.
6. Only one question can be considered at a time.
7. Members may not make a motion or speak in debate until they have been recognized by the chair and thus have obtained the floor.
8. No member may speak a second time on the same question if anyone who has not spoken on that question wishes to do so.
9. Members must not attack or question the motives of another member. Customarily, all remarks are addressed to the presiding officer.
10. In voting, members have the right to know at all times what motion is before the assembly and what affirmative and negative votes mean.
11. The majority vote decides. This is a fundamental concept of democracy.
12. All meetings will be characterized by fairness and good faith.

ANNEX B

The Chief Purposes of Motions

PURPOSE	MOTION
Present an idea for Consideration and action	Main motion Resolution
Improve a pending motion	Amend Division of question
Regulate or cut off debate	Limit or extend debate Previous Question
Delay a decision	Refer to committee Postpone/table to a certain time Recess Adjourn
Kill an item	Postpone Indefinitely
Meet an emergency	Question of privilege Suspend rules Lay on the Table
Gain information on a pending motion	Parliamentary inquiry Request for information Request to ask a member a question Question of privilege
Question the decision of the presiding officer	Point of order
Enforce rights and privileges	Parliamentary inquiry Point of order Appeal from decision of the chair
Consider a question again	Take from the Table Discharge a committee Reconsider Rescind Renew a motion Amend a previous action Ratify
Change an action already taken	Reconsider Rescind Amend a previous action
Terminate a meeting	Adjourn Recess

ANNEX C

Parliamentary Strategy

To Support a Motion	To Oppose a Motion
<ol style="list-style-type: none"> 1. Second it promptly and enthusiastically. 2. Speak in favor of it as soon as possible. 3. Do your homework; know your facts; have handouts, charts, etc., if appropriate. 4. Move to amend motion, if necessary, to make it more acceptable to proponents. 5. Vote against motion to table or to postpone, unless delay will strengthen your position. 6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes. 7. If defeat seems likely, move to refer to committee, if that would improve chances. 8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory. 9. Have available a copy of the rules of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute. 10. If motion is defeated, move to reconsider, if circumstances warrant it. 11. If motion is defeated, consider reintroducing it at a subsequent meeting. 	<ol style="list-style-type: none"> 1. Speak against it as soon as possible. Raise question; try to put proponents on the defensive. 2. Move to amend the motion so as to eliminate objectionable aspects. 3. Move to amend the motion to adversely encumber it. 4. Draft a more acceptable version and offer as amendment by substitution. 5. Move to postpone to a subsequent meeting. 6. Move to refer to committee. 7. Move to recess, if you need time to round up votes or obtain more facts. 8. Question the presence of quorum, if appropriate. 9. Move to adjourn 10. On a voice vote, vote emphatically. 11. If the motion is adopted, move to reconsider, if you might win a subsequent vote. 12. If the motion is adopted, consider trying to rescind it at a subsequent meeting. 13. Have available a copy of the rule of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.

Basic Information On Motions

RANKING MOTIONS

These motions are listed in order of rank. When any one of these motions is immediately pending, those above it are in order and those below are not in order.

PRINCIPAL CHARACTERISTICS

	Second Required	Can Be Debated	Can Be Amended	Vote Required	Can Be Reconsidered	Can Interrupt
PRIVILEGED MOTIONS						
13. Fix Time to Which to Adjourn.....	yes	no	yes	maj	yes	no
12. Adjourn.....	yes	no	no	maj	no	no
11. Recess.....	yes	no	yes	maj	no	no
10. Raise a Question of Privilege.....	no	no	no	X*	no	yes
9. Call for the Orders of the Day.....	no	no	no	X*	no	yes
SUBSIDIARY MOTIONS						
8. Lay on the Table.....	yes	no	no	maj	no	no
7. Previous Question (to close debate).....	yes	no	no	2/3	yes*	no
6. Limit or Extend Limits of Debate.....	yes	no	yes	2/3	yes*	no
5. Postpone to a Certain Time.....	yes	yes	yes	maj	yes	no
4. Commit (or Refer).....	yes	yes	yes	maj	yes*	no
3. Amend.....	yes	=	yes*	maj	yes	no
2. Postpone Indefinitely.....	yes	yes	no	maj	+	no
1. MAIN MOTION	yes	yes	yes	maj*	yes	no

NON-RANKING MOTIONS

Whether these motions are in order depends upon the business already under consideration and what purpose they may serve when introduced.

INCIDENTAL MOTIONS

Appeal.....	yes	*	no	maj	yes	yes
Close Nominations or the Polls.....	yes	no	yes	2/3	no	no
Consider by Paragraph or Seriatim.....	yes	no	yes	maj	no	no
Division of the Assembly.....	no	no	no	no	no	yes
Division of a Question.....	yes	no	yes	maj	no	no
Objection to Consideration of a Question.....	no	no	no	2/3	#	yes*
Parliamentary Inquiry.....	no	no	no	Chair	no	yes
Point of Order.....	no	no	no	Chair	no	yes
Reopen Nominations or the Polls.....	yes	no	yes	maj	#	no
Suspend the Rules*.....	yes	no	no	2/3*	no	no
Withdraw a Motion.....	no*	no	no	maj*	#	yes*

MOTIONS THAT BRING A QUESTION AGAIN BEFORE THE ASSEMBLY

Reconsider.....	yes	=	no	maj	no	no
Rescind.....	yes	yes	yes	*	#	no
Take from the Table.....	yes	no	no	maj	no	no

Key to Markings

* - See *Robert's Rules of Order Newly Revised* for special rules.

- Only a negative vote may be reconsidered.

X - Usually no vote taken. Chair responds.

= - Debatable when applied to a debatable motion. See *Robert's Rules of Order Newly Revised*.

+ - Only an affirmative vote may be reconsidered.

Source: *Robert's Rules of Order Newly Revised*.

ANNEX E

PARLIAMENTARY TERMS

Item 9.

AGENDA: an outlined plan of an entire business session; an order of business.

ACCEPT: adopt, approve, agree to.

ADOPT: approve, agree to, accept.

AMEND: modify or change the wording of a motion before action is taken upon the motion itself.

ANNOUNCING THE VOTE: declaration by the chair of the result of the vote.

ASSEMBLY: a body of people assembled for the transaction of business.

ARE YOU READY FOR THE QUESTION: debate (discussion) is in order.

BYLAWS: basic rules of a society which relate to itself as an organization.

CARRIED: adopted, approved.

CHAIR: the presiding officer; the place or station of the presiding officer.

DIVISION OF THE ASSEMBLY: a motion requiring that a vote taken by voice or by show of hands be retaken by rising.

EX OFFICIO: "from the office" or by virtue of the office or chairmanship. Bylaws frequently provide that the president shall be an ex-officio member of all committees except the nominating committee.

FLOOR, OBTAIN THE: securing recognition by the chair as having the right to speak in a meeting.

GENERAL CONSENT: unanimous consent; informal agreement of the assembly. The chair asks if there is any objection to a certain procedure; *silence gives consent*.

GERMANE: closely related; of the same subject matter. Example: an amendment must be germane to the motion to which it is applied.

IMMEDIATELY PENDING QUESTION: the latest question (motion) stated by the chair when more than one question is pending.

INCIDENTAL MOTIONS: motions which deal with questions of procedure arising out of other motions or items of business.

MAIN MOTION: A motion that introduces business to an assembly.

MAJORITY VOTE: over half of the votes *cast*.

MEETING: a single gathering of persons or members of an organization, usually for the purpose of transacting business. See *Session*.

MINUTES: the record of the proceedings of an assembly. Sometimes referred to as the *journal*.

MOTION: a formal proposal that certain action be taken, or that a certain statement express the sense, opinion, desire, or will of the assembly.

PARLIAMENTARY LAW: a consistent system of rules which govern procedure in all deliberative assemblies; founded upon certain fundamental principles originated in the unwritten customs of the House of Parliament in England; first compiled for use in this country by Thomas Jefferson, whose manual has been the foundation for rules used in the United States House of Representatives and Senate.

PENDING: before the assembly. A motion is "pending" after it has been stated by the chair and until it is disposed of temporarily or permanently.

PLURALITY VOTE: the largest number of votes received by a candidate or proposition when three or more choices are possible. A plurality vote never decides a question or election except by specific rule of the organization.

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PRECEDENCE, TAKES: outranks; used in reference to the order in which motions can be introduced and must be considered by the assembly.

PREVIOUS NOTICE: announcement that a specific motion will be introduced at the next meeting; substance of the proposal should be described at least briefly; unless specified otherwise in the bylaws, must be made at the preceding meeting or included in the call of the meeting at which it is to be brought up.

PRIVILEGED MOTIONS: a class of motions which, although they are not directly concerned with the business before the assembly, are of such immediate importance that they have the privilege of interrupting the consideration of anything else. All motions of this class are *not debatable*.

PRO TEM: for the time being; most frequently applies to the office of secretary.

PUTTING THE QUESTION: putting the motion to a vote.

QUESTION: the business before the assembly; the motion as stated by the chair. (See "motion.")

QUORUM: the number of members who must be present in order that business can be transacted legally. The quorum is a majority of all members unless bylaws or rules of procedure state otherwise.

RECESS: an intermission taken by the assembly.

RESOLUTION: a main motion usually of such importance and length as to be written; may or may not have a preamble setting forth the reasons for the resolution.

REVISION OF THE BYLAWS: a complete set of bylaws submitted as a substitute for existing bylaws.

RONR: acronym for *Robert's Rules of Order Newly Revised*.

SECONDARY MOTIONS: motions which can be made while a main motion is pending and which relate to business already before the assembly, to questions of order or procedure, or to matters of comfort or privilege. There are three classes of secondary motions: subsidiary, privileged, and incidental.

SECONDDING MOTIONS: agreeing that a motion should come before a meeting.

SESSION: a meeting or a series of meetings with a single order of business, agenda, or program.

STANDING RULES: regulations for the guidance of an organization's meetings

STATING THE QUESTION: formally placing a motion before the assembly and indicating (where appropriate) that it is open to debate. Wording of a motion in the minutes should be exactly the same as when *stated* by the chair.

SUBSIDIARY MOTIONS: Motions that assist the assembly in treating or disposing of a main motion (and sometimes other motions).

TWO-THIRDS VOTE: two out of three of the votes *cast*. For two-thirds approval, the affirmative vote is at least twice as large as the negative.

UNFINISHED BUSINESS: questions that have come over from the previous meeting because that meeting adjourned without completing its order of business.

VOTE: a formal expression of the will, opinion, or preference of the members of an assembly in regard to a matter submitted to it.

YIELD: give way to. A pending question yields to one of higher rank.

ANNEX F

Conflict of Interest

AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, _____, as a member of the City of Manor City Council, make this Affidavit and hereby on oath, state the following:

“I, and/or a person or persons related to me, have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the City of Manor City Council and the economic effect on my business entity or real property is distinguishable from its effect on the general public. What constitutes a “substantial interest,” “business entity,” “real property” and a “special economic effect” are terms defined in Chapter 171 of the Texas Local Government Code.

“I affirm that the business entity or real property referred to above is: _____

The nature of my substantial interest in this business entity or real property is: (Check all which are applicable.)

- An ownership interest of 10% or more of the voting stock or shares of the business entity; or
- An ownership interest either 10% or more or \$15,000 or more of the fair market value of the business entity; or
- Funds received from the business entity exceed 10% of _____(my, his, her) gross income for the previous year; or
- Real property is involved and _____(I, he, she) has/have an equitable or legal ownership with a fair market value of at least \$2,500 or more;
- A relative of mine related in the first degree by consanguinity (blood) or affinity (marriage), as determined under Chapter 573, Texas Government Code, is considered to have a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.
- Other: _____

"Upon the filing of this Affidavit with the City Secretary, I affirm that I will abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever."

SIGNED this the ____ day of _____, 20 ____.

Signature of public official

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, by

_____, on this the ____ day of _____, 20 ___, which witness my hand and official seal.

Notary Public
State of Texas

ANNEX G

INVOCATION PRESENTATIONS POLICY AND PROCEDURE

Effective February 6, 2023, the City of Manor City Council approved Ordinance No. 686 amending the City Council Rules of Procedure to add “Invocation” into the Order of Business applicable to Regular and Special Meetings. The City Council also considered and approved this policy and procedure to guide the presentation of Invocations.

This policy is intended to guide presenters in preparing and delivering remarks and to help preserve the dignity of the proceeding as the City Council considers matters in service to Manor residents and businesses. This policy serves to acknowledge and express the respect of the City of Manor for the diversity of religious denominations and faiths represented and practiced in Manor and to invite Council members to reflect upon shared ideals and common ends before embarking on the business of governing. No faith or religious denomination is intended to be favored or preferred.

1. Invocation Opportunity. An opportunity for an invocation will be provided at the beginning of City Council Regular and Special meetings.
2. Definitions.
 - a. A regular meeting of the city council is a meeting generally conducted on the first and third Wednesdays of the month.
 - b. A special meeting of the city council is a meeting scheduled and held as the council deems necessary to transact the business of the city.
3. Guidelines.
 - a. Providing the Invocation. Religious leaders who reside within the City of Manor may notify the City Secretary in writing of their interest and willingness to give an invocation at a City Council Regular or Special meeting. Religious leaders expressing such interest will be scheduled on a “first-come first-served basis”.
 - b. Scheduling and Council Rotation. If a religious leader should cancel or if no request has been submitted to the City Secretary by 5:00pm of the Monday of the week preceding the City Council meeting, a Council Member may be scheduled to provide the invocation. The City Secretary will schedule Council Members to provide the invocation based on a rotation list so that each council Member has an opportunity to provide the invocation. A Council Member may decline to give an invocation.
 - c. No Proselytizing or Disparaging. The invocation must not be used to proselytize or advance any one faith or belief or to disparage any other faith or belief.

- d. Voluntary Participation. No one will be required to participate in any invocation. Persons will not be treated differently based on whether they participate in the invocation.
- e. No Compensation. A person who delivers an invocation is not eligible for and shall not receive compensation.
- f. Time Limitation. An invocation should be limited to no more than one (1) minute.
- g. This policy is not intended and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination.