



Dr. Larry Wallace Jr., Mayor
Dr. Christopher Harvey, Mayor Pro Tem, Place 3
Emily Hill, Place 1
Anne Weir, Place 2
Sonia Wallace, Place 4
Deja Hill, Place 5
Gene Kruppa, Place 6

City Council Regular Meeting

Wednesday, September 01, 2021 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

*Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register and submit the speaker card following the instructions for public speaking above. **No Action May be Taken by the City Council During Public Comments.***

PUBLIC HEARINGS

- 1. Public Hearing: Conduct a public hearing on the FY2021-2022 Proposed Annual Budget of the City of Manor, Texas.**
Submitted by: Scott Dunlop, Interim City Manager

- 2. Public Hearing: Conduct a public hearing on the FY2021-2022 Proposed Property Tax Rate of the City of Manor, Texas.**
Submitted by: Scott Dunlop, Interim City Manager

CONSENT AGENDA

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

- 3. Consideration, discussion, and possible action to approve the City Council Minutes.**
Submitted by: Lluvia T. Almaraz, City Secretary
 - August 18, 2021, City Council Regular Meeting; and
 - August 23, 2021, City Council Called Special Session

- 4. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 1.103 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Johnson Road, Manor, TX from Two-Family (TF) to Medium Commercial (C-2).**
Applicant: BGE, Inc.
Owner: DR Horton
Submitted by: Scott Dunlop, Interim City Manager
- 5. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 39.995 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Light Industrial (IN-1) to Institutional Large (I-2).**
Applicant: ADM Group
Owner: Manor Independent School District
Submitted by: Scott Dunlop, Interim City Manager
- 6. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 75.37 acres, more or less, out of the Sumner Bacon Survey No. 62, and being located at 14832 N. FM 973, Manor, TX from Agricultural (A) to Institutional Large (I-2).**
Applicant: Claycomb Associates
Owner: Manor Independent School District
Submitted by: Scott Dunlop, Interim City Manager

REGULAR AGENDA

- 7. Consideration, discussion, and possible action on a resolution accepting the petition for annexation of 30.8643 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.**
Submitted by: Scott Dunlop, Interim City Manager
- 8. Consideration, discussion, and possible action on a resolution accepting the petition for annexation of 93.983 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.**
Submitted by: Scott Dunlop, Interim City Manager
- 9. Consideration, discussion, and possible action on a resolution accepting the petition for annexation of 42.921 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.**
Submitted by: Scott Dunlop, Interim City Manager
- 10. Consideration, discussion, and possible action on the Consulting Firm for City Manager's position.**
Submitted by: Tracey Vasquez, HR Manager
- 11. Consideration, discussion, and possible action on renewing the contract between the City of Manor and AVESIS for the employee vision plan and authorize the Interim City Manager to sign the contract.**
Submitted by: Tracey Vasquez, HR Manager

- 12. Consideration, discussion, and possible action on renewing the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP) and authorize the Interim City Manager to sign the contract.**

Submitted by: Tracey Vasquez, HR Manager

- 13. Consideration, discussion, and possible action on proposed additions to the City of Manor Personnel Policies and Procedures Handbook.**

Submitted by: Tracey Vasquez, HR Manager

- 14. Consideration, discussion, and possible action on City Council Attendance Reports.**

Submitted by: Mayor Wallace

EXECUTIVE SESSION

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

- *Section 551.074 (Personnel Matters) to deliberate the performance of the City Manager*

OPEN SESSION

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

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, August 27, 2021, 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 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing on the FY2021-2022 Proposed Annual Budget of the City of Manor, Texas.

BACKGROUND/SUMMARY:

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

- FY 2021-2022 Proposed Annual Budget

STAFF RECOMMENDATION:

It is city staff’s recommendation that the City Council conduct the first public hearing on the FY2021-2022 Proposed Annual Budget of the City of Manor, Texas.

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

**10 -GENERAL FUND
FINANCIAL SUMMARY**

**PROPOSED BUDGET WORKSHEETS
FY 2021-22**

	91.67 % OF YEAR COMPLETE							
REVENUE SUMMARY	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
ADMINISTRATION								
TAXES	7,970,828	7,970,828	7,970,828	8,719,686	109.4	(748,858)	13,079,529	9,955,027
MISCELLANEOUS	100,442	100,442	100,442	124,384	123.8	(23,942)	186,577	215,000
PERMITS/LICENSES	6,290	6,290	6,290	425	6.8	5,865	638	6,290
OTHER	71,729	71,729	71,729	98,422	137.2	(26,693)	147,633	100,129
TOTAL ADMINISTRATION	8,149,289	8,149,289	8,149,289	8,942,918	109.7	(793,629)	13,414,377	10,276,446
STREET								
MISCELLANEOUS	84,500	84,500	84,500	187,474	221.9	(102,974)	281,211	187,474
SANITATION CHARGES	914,500	914,500	914,500	1,102,437	120.6	(187,937)	1,653,656	1,117,130
TOTAL STREET	999,000	999,000	999,000	1,289,911	129.1	(290,911)	1,934,867	1,304,604
DEVELOPMENT SERVICES								
MISCELLANEOUS	27,500	27,500	27,500	35,373	128.6	(7,873)	31,823	38,345
PERMITS/LICENSES	1,457,567	1,457,567	1,457,567	2,155,826	147.9	(698,259)	3,233,739	1,880,497
TOTAL DEVELOPMENT SERVICES	1,485,067	1,485,067	1,485,067	2,191,199	147.5	(706,132)	3,265,561	1,918,842
PARKS/RECREATION								
MISCELLANEOUS	40,000	40,000	40,000	40,000	100	0	60,000	40,000
TOTAL PARKS/RECREATION	40,000	40,000	40,000	40,000	100	0	60,000	40,000
COURT								
MISCELLANEOUS	6,500	6,500	6,500	1,584	24.4	4,916	2,376	1,096
COURT FEES	623,650	623,650	623,650	400,110	64.2	223,540	594,270	403,660
TOTAL COURT	630,150	630,150	630,150	401,694	63.7	228,456	596,646	404,756
POLICE								
MISCELLANEOUS	211,644	211,644	211,644	101,023	47.7	110,621	151,535	272,661
POLICE CHARGES/FEES	57,635	57,635	57,635	43,200	75.0	14,435	64,800	57,730
TOTAL POLICE	269,279	269,279	269,279	144,224	53.6	125,055	216,335	330,391
ECONOMIC DEV SVCS								
TAXES				400	0.0	(400)	600	400
TOTAL COMMUNITY SERVICES	0	0	0	400	0	(400)	600	400
TOTAL REVENUES	11,572,785	11,572,785	11,572,785	13,010,345	112.4	(1,437,560)	19,427,785	14,275,439

**10 -GENERAL FUND
FINANCIAL SUMMARY**

**PROPOSED BUDGET WORKSHEET
FY 2021-22**

EXPENDITURE SUMMARY	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	91.67 % OF YEAR COMPLETE			PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
				Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE		
ADMINISTRATION								
PERSONNEL	547,474	547,474	547,474	411,853	75.2	135,621	617,780	431,417
OPERATING	205,782	205,782	205,782	117,174	56.9	88,608	175,760	206,533
REPAIRS & MAINTENANCE	44,000	44,000	44,000	6,691	15.2	37,309	10,037	44,000
CONTRACTED SERVICES	459,798	459,798	459,798	533,004	115.9	(73,206)	799,506	571,800
TOTAL ADMINISTRATION	1,257,054	1,257,054	1,257,054	1,068,722	85.0	188,332	1,603,083	1,253,750
FINANCE								
PERSONNEL	554,944	554,944	554,944	398,814	71.9	156,130	598,221	605,012
OPERATING	148,965	148,965	148,965	114,770	77.0	34,195	172,155	151,365
REPAIRS & MAINTENANCE	2,000	2,000	2,000	2,630	131.5	(630)	3,944	2,700
CONTRACTED SERVICES	47,500	47,500	47,500	40,410	85.1	7,090	60,615	47,900
TOTAL FINANCE	753,409	753,409	753,409	556,624	73.9	196,785	834,936	806,977
STREET								
PERSONNEL	335,054	335,054	335,055	273,595	81.7	61,460	410,392	532,839
OPERATING	163,595	163,595	163,595	118,250	72.3	45,345	177,376	183,495
REPAIRS & MAINTENANCE	168,400	168,400	168,400	42,055	25.0	126,345	63,082	175,000
CONTRACTED SERVICES	1,462,000	1,462,000	1,462,000	1,065,917	72.9	396,083	1,598,875	1,923,250
DEBT PAYMENTS	36,359	36,359	36,359	36,349	100.0	10	54,523	36,359
CAPITAL OUTLAY < \$5K	10,000	10,000	10,000	1,400	14.0	8,600	2,100	10,000
CAPITAL OUTLAY > \$5K	240,810	240,810	240,810	0	0.0	240,810	0	50,000
TOTAL STREET	2,416,216	2,416,217	2,416,219	1,537,565	63.6	878,654	2,306,348	2,910,943
DEVELOPMENT SERVICES								
PERSONNEL	393,589	393,589	393,589	330,473	84.0	63,116	23,480	552,059
OPERATING	91,621	91,621	91,621	50,712	55.4	40,909	0	100,121
REPAIRS & MAINTENANCE	3,000	3,000	3,000	4,471	149.0	(1,471)	30	4,400
CONTRACTED SERVICES	519,168	519,168	519,168	273,635	52.7	245,533	0	250,000
TOTAL DEVELOPMENT SERVICES	1,007,378	1,007,378	1,007,378	659,292	65.4	348,086	23,510	906,580
PARKS								
PERSONNEL	421,771	421,771	421,771	244,887	58.1	176,884	367,331	418,499
OPERATING	20,850	20,850	20,850	15,779	75.7	5,071	23,480	25,850
REPAIRS & MAINTENANCE	157,500	157,500	157,500	23,224	14.7	134,276	34,835	183,000
CONTRACTED SERVICES				1,073				1,500
DEBT PAYMENTS	24,518	24,518	24,518	24,517	100.0	1	36,776	24,518
CAPITAL OUTLAY < \$5K	5,750	5,750	5,750	20	0.3	5,730	30	10,750
CAPITAL OUTLAY > \$5K	46,600	46,600	46,600	0	0.0	46,600	0	67,000
TOTAL PARKS	676,989	676,989	676,989	309,500	248.8	368,562	462,452	731,117

COURT									
PERSONNEL	323,456	323,456	323,456	157,095	48.6	166,361	235,643		323,456
OPERATING	51,245	51,245	51,245	29,252	57.1	21,993	43,878		51,245
CONTRACTED SERVICES	291,500	291,500	291,500	141,603	48.6	149,897	212,404		291,500
CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	0	0.0	1,620	0		1,620
CAPITAL OUTLAY > \$5K	13,307	13,307	13,307	0	0.0	13,307	0		13,307
TOTAL COURT	681,128	681,128	681,128	327,950	48.1	353,178	491,925		681,128

POLICE									
PERSONNEL	3,067,434	3,067,434	3,067,434	2,427,384	79.1	640,050	3,641,075		3,870,179
OPERATING	310,094	310,094	310,094	210,735	68.0	99,359	316,103		336,444
REPAIRS & MAINTENANCE	96,500	96,500	96,500	52,898	54.8	43,602	79,346		96,500
CONTRACTED SERVICES	268,463	268,463	268,463	255,977	95.3	12,486	383,965		306,207
DEBT PAYMENTS	373,500	373,500	373,500	335,984	90.0	37,516	503,977		453,500
CAPITAL OUTLAY < \$5K	6,000	6,000	6,000	509	8.5	5,491	764		6,200
CAPITAL OUTLAY > \$5K	66,470	66,470	66,470	47,326	71.2	19,144	70,990		125,470
TOTAL POLICE	4,188,461	4,188,461	4,188,461	3,330,814	79.5	857,647	4,996,220		5,194,500

INFORMATION TECHNOLOGY (I.T.)									
PERSONNEL	147,985	147,985	147,985	117,921	79.7	30,064	176,881		274,421
OPERATING	169,500	169,500	169,500	211,258	124.6	(41,758)	0		174,500
REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0.0	6,085	0		11,085
CONTRACTED SERVICES	169,780	169,780	169,780	176,806	104.1	(7,026)	0		190,000
CAPITAL OUTLAY < \$5K	65,000	65,000	65,000	1,818	2.8	63,182	156		35,000
CAPITAL OUTLAY > \$5K	105,000	105,000	105,000	0	0.0	105,000	1,246		70,000
TOTAL I.T.	663,350	663,350	663,350	507,802	76.6	155,548	65,212		755,006

ECONOMIC DEV. SVCS									
PERSONNEL	236,340	236,340	236,340	77,368	33	158,972	116,051		246,573
OPERATING	55,350	55,350	55,350	29,710	0	25,640	0		137,850
TOTAL COMMUNITY DEV	291,690	291,690	291,690	107,077	36.7	184,613	116,051		384,423

HUMAN RESOURCES									
PERSONNEL	0	0	0	0	0	0	0		110,130
OPERATING	0	0	0	0	0	0	0		24,000
TOTAL COMMUNITY DEV	0	0	0	0	0.0	0	0		134,130

TOTAL EXPENDITURES	11,935,675	11,935,676	11,935,678	8,405,345	492	3,531,405	10,256,022		13,758,555
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REVENUES OVER/(UNDER) EXPENDITURES	(362,890)	(362,891)	(362,893)	4,605,000		(4,967,893)	9,171,763		516,884
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**10 -GENERAL FUND
REVENUES**
**PROPOSED BUDGET WORKSHEETS
FY 2021-22**

	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	91.67 % OF YEAR COMPLETE			PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
				Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE		
ADMINISTRATION REVENUES								
TAXES								
10-4100-40-40000 AD VALOREM TAXES - CURRENT	6,024,493	6,024,493	6,024,493	6,197,145	103	-172,652	9,295,717	7,346,430
10-4100-40-40010 AD VALOREM TAXES - PRIOR	15,000	15,000	15,000	98,824	659	-83,824	148,237	15,000
10-4100-40-40015 RENDITION PAYMENTS	0	0	0	0	0	0	0	0
10-4100-40-40016 VEHICLE DEALER INVENTORY	5,000	5,000	5,000	1,256	25	3,744	1,884	1,200
10-4100-40-40020 AD VALOREM TAXES P&I	57,750	57,750	57,750	49,779	86	7,971	74,668	50,000
10-4100-40-40025 SALES TAX COMPROLLER	1,381,300	1,381,300	1,381,300	1,803,414	131	-422,114	2,705,122	1,932,496
10-4100-40-40040 FRANCHISE TAX-ELECTRIC	250,000	250,000	250,000	299,134	120	-49,134	448,701	300,000
10-4100-40-40043 FRANCHISE TAX-CABLE TE	64,000	64,000	64,000	95,270	149	-31,270	142,905	96,000
10-4100-40-40044 FRANCHISE PEG TAX - CABLE TV	9,000	9,000	9,000	13,511	150	-4,511	20,267	13,511
10-4100-40-40045 FRANCHISE TAX-GAS/PROP	25,000	25,000	25,000	24,993	100	7	37,489	25,000
10-4100-40-40047 FRANCHISE TAX-TELEPHONE	100,000	100,000	100,000	62,768	63	37,232	94,153	100,000
10-4100-40-40050 FRANCHISE TAX-SOLID WASTE	20,000	20,000	20,000	53,953	270	-33,953	80,929	55,000
10-4100-40-40051 SIGN KIOSK FEES	5,885	5,885	5,885	4,030	68	1,855	6,045	5,885
10-4100-40-40060 MIXED BEVERAGE TAXES	12,200	12,200	12,200	12,247	100	-47	18,370	12,200
10-4100-40-40061 OPEN RECORD FEES	1,200	1,200	1,200	3,362	280	-2,162	5,043	2,305
TOTAL TAXES	7,970,828	7,970,828	7,970,828	8,719,686	109	-748,858	13,079,529	9,955,027
MISCELLANEOUS								
10-4100-42-42099 MISCELLANEOUS	100,442	100,442	100,442	124,384	124	-23,942	186,577	215,000
10-4100-42-42100 GRANTS	0	0	0	0	0	0	0	0
10-4100-42-42500 DONATIONS	0	0	0	0	0	0	0	0
10-4100-42-48100 UNCLAIMED PROPERTY	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	100,442	100,442	100,442	124,384	124	-23,942	186,577	215,000
PERMITS/LICENSES								
10-4100-45-42010 PERMITS-PET	440	440	440	110	25	330	165	440
10-4100-45-42020 HEALTH PERMITS	0	0	0	0	0	0	0	0
10-4100-45-42040 PERMITS- CITY MISC	150	150	150	0	0	150	0	150
10-4100-45-42050 LICENSES- ALCHOLIC BEV	5,700	5,700	5,700	315	6	5,385	473	5,700
TOTAL PERMITS/LICENSES	6,290	6,290	6,290	425	7	5,865	638	6,290
OTHER								
10-4100-48-42050 NOTARY FEES	129	129	129	72	56	57	108	129
10-4100-48-42100 REIMBURSED EXPENSES	0	0	0	0	0	0	0	0
10-4100-48-48000 INTEREST INCOME	71,600	71,600	71,600	98,350	137	-26,750	147,525	100,000
TOTAL OTHER	71,729	71,729	71,729	98,422	137	-26,693	147,633	100,129
TOTAL ADMINISTRATION REVENUES	8,149,289	8,149,289	8,149,289	8,942,918	110	-793,629	13,414,377	10,276,446

STREET REVENUES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
MISCELLANEOUS								
10-4225-42-42098 CAP METRO BCT	84,500	84,500	84,500	169,000	200	-84,500	253,500	169,000
10-4225-42-42099 MISCELLANEOUS	0	0	0	18,474	0	-18,474	27,711	18,474
TOTAL MISCELLANEOUS	84,500	84,500	84,500	187,474	222	-102,974	281,211	187,474
SANITATION CHARGES								
10-4225-44-44010 SOLID WASTE REVENUE	904,000	904,000	904,000	1,086,473	120	-182,473	1,629,709	1,100,000
10-4225-44-44025 LATE FEES TRASH	10,500	10,500	10,500	15,964	152	-5,464	23,946	17,130
10-4225-44-44031 ADJUSTMENTS	0	0	0	0	0	0	0	0
TOTAL SANITATION CHARGES	914,500	914,500	914,500	1,102,437	121	-187,937	1,653,656	1,117,130
TOTAL STREET REVENUES	999,000	999,000	999,000	1,289,911	129	-290,911	1,934,867	1,304,604
DEVELOPMENT SERVICES REVENUES								
MISCELLANEOUS								
10-4300-42-42090 TECHNOLOGY FEES	25,000	25,000	25,000	21,215	85	3,785	31,823	25,000
10-4300-42-42091 ONLINE PAYMENT FEE	2,500	2,500	2,500	3,408	136	-908	5,112	2,600
10-4300-42-42099 MISCELLANEOUS				10,750	0	-10,750	16,125	10,745
10-4300-42-42092 FILMING PROJECT FEES	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	27,500	27,500	27,500	35,373	129	-7,873	31,823	38,345
PERMITS/LICENSES								
10-4300-45-42040 PERMITS-CITY MISC.	0	0	0	0	0	0	0	0
10-4300-45-44095 SIGN PERMITS	1,526	1,526	1,526	3,070	201	-1,544	4,605	3,000
10-4300-45-44096 SITE PLAN	9,000	9,000	9,000	19,091	212	-10,091	28,637	19,000
10-4300-45-44097 NOTIFICATIONS	3,000	3,000	3,000	6,450	215	-3,450	9,675	4,675
10-4300-45-45000 DEVELOPER FUNDINGS	0	0	0	0	0	0	0	0
10-4300-45-45050 PLAT AND PLAN FEES	53,569	53,569	53,569	127,696	238	-74,127	191,543	100,000
10-4300-45-45075 BLDG. PLAN REVIEW	100	100	100	0	0	100	0	100
10-4300-45-45076 SUBDIVISION TEST & INSP	200,000	200,000	200,000	801,377	401	-601,377	1,202,065	550,000
10-4300-45-45077 ZONING	3,072	3,072	3,072	3,641	119	-569	5,461	3,072
10-4300-45-45100 BUILDING PERMITS	821,700	821,700	821,700	704,833	86	116,867	1,057,250	821,700
10-4300-45-45101 R.O.W. PERMITS	900	900	900	3,900	433	-3,000	5,850	2,250
10-4300-45-45102 GAMING MACHINES	1,600	1,600	1,600	0	0	1,600	0	1,600
10-4300-45-45200 BUILDINGS INSPECTION FEES	363,000	363,000	363,000	485,768	134	-122,768	728,652	375,000
10-4300-45-45201 SUBDIV CONSTRUCTION	0	0	0	0	0	0	0	0
10-4300-45-45500 PROFESSIONAL DEPOSIT FEES	100	100	100	0	0	100	0	100
TOTAL PERMITS/LICENSES	1,457,567	1,457,567	1,457,567	2,155,826	148	-698,259	3,233,739	1,880,497
TOTAL DEVELOPMENT SERVICES REVENUES	1,485,067	1,485,067	1,485,067	2,191,199	148	-706,132	3,265,561	1,918,842

PARKS/RECREATION	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
MISCELLANEOUS								
PARKS MISCELLANEOUS								
10-4400-42-42101 PARK LAND MAINT PMNTS	40,000	40,000	40,000	40,000	100	0	60,000	40,000
TOTAL MISCELLANEOUS	40,000	40,000	40,000	40,000	100	0	60,000	40,000
TOTAL PARKS REVENUES	40,000	40,000	40,000	40,000	100	0	60,000	40,000

COURT REVENUES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
10-4500-42-42090 ONLINE PAYMENT FEES	6,500	6,500	6,500	1,584	24	4,916	2,376	1,096
10-4500-42-42099 TCDC REVENUES	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	6,500	6,500	6,500	1,584	24	4,916	2,376	1,096

COURT FEES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
10-4500-46-46100 COURT TECHNOLOGY FEE	12,000	12,000	12,000	5,118	43	6,882	7,677	12,000
10-4500-46-46200 COURT BUILDING SECURITY	8,600	8,600	8,600	5,302	62	3,298	7,954	8,600
10-4500-46-46300 COURT COSTS EARNED	600,000	600,000	600,000	385,759	64	214,241	578,639	380,000
10-4500-46-46301 JUVENILE CASE MGR FUND	3,000	3,000	3,000	3,853	128	-853	5,779	3,000
10-4500-46-46302 JURY FUND	50	50	50	77	154	-27	116	60
TOTAL COURT FEES	623,650	623,650	623,650	400,110	64	223,540	594,270	403,660
TOTAL COURT REVENUES	630,150	630,150	630,150	401,694	64	228,456	596,646	404,756

POLICE REVENUES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
MISCELLANEOUS								
10-4600-42-41015 GRANT PROCEEDS - POLIC	22,513	22,513	22,513	0	0	22,513	0	22,513
10-4600-42-41016 OVC 2018-V3-GX-0024	57,207	57,207	57,207	0	0	57,207	0	57,207
10-4600-42-41017 VOCA GRANT	91,924	91,924	91,924	0	0	91,924	0	91,924
10-4600-42-42099 MISCELLANEOUS	40,000	40,000	40,000	101,023	253	-61,023	151,535	101,017
TOTAL MISCELLANEOUS	211,644	211,644	211,644	101,023	48	110,621	151,535	272,661

POLICE CHARGES/FEES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
10-4600-47-47000 ASSET SEIZURES	1,250	1,250	1,250	0	0	1,250	0	1,250
10-4600-47-47009 ALARM PERMIT	7,000	7,000	7,000	6,965	100	35	10,448	7,000
10-4600-47-47010 POLICE REPORTS	1,350	1,350	1,350	0	0	1,350	0	1,350
10-4600-47-47011 FINGER PRINTING	100	100	100	140	140	-40	210	100
10-4600-47-47110 MOTOR VEHICLE DISB	4,500	4,500	4,500	5,496	122	-996	8,244	4,500
10-4600-47-47200 WARRANT AND FTA FEES	2,410	2,410	2,410	403	17	2,007	604	2,410
10-4600-47-47310 IMPOUNDS	11,025	11,025	11,025	17,600	160	-6,575	26,400	11,120
10-4600-47-47325 AUCTIONS	0	0	0	0	0	0	0	0
10-4600-47-47400 POLICE CAR RENTAL INCO	30,000	30,000	30,000	12,596	42	17,404	18,894	30,000
TOTAL POLICE CHARGES/FEES	57,635	57,635	57,635	43,200	75	14,435	64,800	57,730
TOTAL POLICE REVENUES	269,279	269,279	269,279	144,224	54	125,055	216,335	330,391

ECONOMIC DEV SVCS	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	YTD ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
TAXES								
10-4800-40-40040 EVENT FEES	400	0	400	400	100	0	600	400
TOTAL ECONOMIC DEV SVCS REVENUE	400	0	400	400	100	0	600	400
TOTAL REVENUES	11,573,185	11,572,785	11,573,185	13,010,345	112	-1,437,160	19,427,785	14,275,439

**10 -GENERAL FUND
DEPARTMENTAL EXPENDITURES**

**PROPOSED BUDGET WORKSHEETS
FY 2021-22**

91.67 % OF YEAR COMPLETE

ADMINISTRATION EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
10-5100-50-50010 SALARIES	415,747	415,747	415,747	330,524	80	85,223	495,787	325,363
10-5100-50-50050 OVERTIME				220	0	-220	330	628
10-5100-50-50075 LONGEVITY	3,100	3,100	3,100	3,100	100	0	4,650	1,000
10-5100-50-50200 EMPLOYER PAID TAXES	28,176	28,176	28,176	22,139	79	6,037	33,209	25,015
10-5100-50-50255 WORKERS' COMPENSATION	1,979	1,979	1,979	219	11	1,760	329	1,379
10-5100-50-50325 HEALTH INSURANCE	29,745	29,745	29,745	16,089	54	13,656	24,133	23,228
10-5100-50-50335 HEALTH ASSISTANCE	260	260	260	250	96	10	375	260
10-5100-50-50410 EMPLOYER RETIREMENT CO	33,381	33,381	33,381	29,015	87	4,366	43,522	28,298
10-5100-50-50520 EMPLOYEE EDUCATION	7,500	7,500	7,500	2,774	37	4,726	4,161	5,360
10-5100-50-50521 COUNCIL EDUCATION	12,886	12,886	12,886	670	5	12,216	1,005	12,886
10-5100-50-50650 VEHICLE ALLOWANCE	7,500	7,500	7,500	6,092	81	1,408	9,138	7,500
10-5100-50-50655 CELL PHONE ALLOWANCE	1,200	1,200	1,200	761	63	439	1,142	0
10-5100-50-50700 REIMBURSABLE UNEMPLOYM	6,000	6,000	6,000	0	0	6,000	0	500
TOTAL PERSONNEL	547,474	547,474	547,474	411,853	75	135,621	617,780	431,417

OPERATING

10-5100-51-51010 ADVER/NOTIFICATION/PUBLIC HI	14,500	14,500	14,500	10,543	73	3,957	15,814	14,500
10-5100-51-51011 PRE-EMPLO SCREENING	50	50	50	0	0	50	0	50
10-5100-51-51012 ADMIN RENT	50	50	50	0	0	50	0	3,800
10-5100-51-51043 CITY EVENTS	12,500	12,500	12,500	12,738	102	-238	19,107	12,600
10-5100-51-51160 ELECTION EXPENSES	6,500	6,500	6,500	0	0	6,500	0	6,500
10-5100-51-51335 INSURANCE-PROPERTY, CA	3,720	3,720	3,720	1,736	47	1,984	2,604	3,720
10-5100-51-51480 MEETING EXPENSES	1,000	1,000	1,000	4,078	408	-3,078	6,117	3,901
10-5100-51-51485 MISCELLANEOUS	21,200	21,200	21,200	36,065	170	-14,865	54,097	21,200
10-5100-51-51602 PENALTIES & INTEREST	150	150	150	0	0	150	0	150
10-5100-51-51603 PERIODICALS AND PUBLIC	650	650	650	0	0	650	0	650
10-5100-51-51625 POSTAGE/DELIVERY	2,000	2,000	2,000	573	29	1,427	859	2,000
10-5100-51-51634 EDC BEAUTIFICATION	50,000	50,000	50,000	0	0	50,000	0	50,000
10-5100-51-51635 PROFESSIONAL & MEMBERS	7,500	7,500	7,500	6,633	88	867	9,949	5,500
10-5100-51-51746 SUPPLIES-OFFICE	8,562	8,562	8,562	3,901	46	4,661	5,852	7,562
10-5100-51-51747 COVID 19 SUPPLIES	20,000	20,000	20,000	8,940	45	11,060	13,409	20,000
10-5100-51-51748 GRANTS FOR SIX PATHWAYS	25,000	25,000	25,000	0	0	25,000	0	25,000
10-5100-51-51780 TRAVEL	7,500	7,500	7,500	240	3	7,260	361	2,500
10-5100-51-51813 UTILITIES-ELECTRIC BLU	9,500	9,500	9,500	7,126	75	2,374	10,689	9,500
10-5100-51-51817 UTILITIES-NATURAL GAS	1,000	1,000	1,000	973	97	27	1,459	1,000
10-5100-51-52110 OFFICE EQUIPMENT LEASE	4,400	4,400	4,400	3,563	81	837	5,345	4,400
10-5100-51-52111 EMERGENCY PROTECTION				13,786	0	-13,786	20,679	12,000
TOTAL OPERATING	205,782	205,782	205,782	117,174	57	88,608	175,760	206,533

REPAIRS & MAINTENANCE

10-5100-52-52010 BUILDING REPAIRS & MAI	30,000	30,000	30,000	3,538	12	26,462	5,307	30,000
10-5100-52-52012 CLEANING & MAINTENANCE	14,000	14,000	14,000	3,154	23	10,846	4,730	14,000
TOTAL REPAIRS & MAINTENANCE	44,000	44,000	44,000	6,691	15	37,309	10,037	44,000

CONTRACTED SERVICES

10-5100-54-51165 ENGINEERING/PLANNING S	85,000	85,000	85,000	48,608	57	36,392	72,912	85,000
10-5100-54-51440 LEGAL FEES	65,000	65,000	65,000	31,006	48	33,994	46,510	65,000
10-5100-54-51441 JUSTFOIA	3,250	3,250	3,250	0	0	3,250	0	5,000
10-5100-54-51442 MEETING/AGENDA MANAGEMEN	3,800	3,800	3,800	4,150	109	-350	6,225	3,800
10-5100-54-51502 SALES TAX REBATE GREENVIEW	200,000	200,000	200,000	253,731	127	-53,731	380,596	300,000
10-5100-54-51503 AD VALEROM REBATE GREENVIEW	67,448	67,448	67,448	0	0	67,448	0	75,000
10-5100-54-51504 MUNICODE	15,000	15,000	15,000	4,740	32	10,260	7,109	15,000
10-5100-54-51520 R.O.W. PURCHASE				160,970	0	-160,970	241,455	
10-5100-54-51590 DOCUMENT STORAGE/DESTRUCT	1,800	1,800	1,800	4,434	246	-2,634	6,650	4,500
10-5100-54-51760 TAXING DISTRICT FEES	18,500	18,500	18,500	25,365	137	-6,865	38,048	18,500
TOTAL CONTRACTED SERVICES	459,798	459,798	459,798	533,004	116	-73,206	799,506	571,800

TOTAL ADMINISTRATION EXPENDITURES	1,257,054	1,257,054	1,257,054	1,068,722	85	188,332	1,603,083	1,253,750
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FINANCE EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
10-5150-50-50010 SALARIES	420,262	420,262	420,262	309,663	74	110,599	464,495	462,288
10-5150-50-50050 OVERTIME	3,443	3,443	3,443	1,784	52	1,659	2,677	3,443
10-5150-50-50075 LONGEVITY	3,900	3,900	3,900	2,800	72	1,100	4,200	4,600
10-5150-50-50200 EMPLOYER PAID TAXES	32,681	32,681	32,681	23,403	72	9,278	35,105	36,007
10-5150-50-50255 WORKERS' COMPENSATION	1,900	1,900	1,900	437	23	1,463	656	1,900
10-5150-50-50325 HEALTH INSURANCE	52,054	52,054	52,054	32,137	62	19,917	48,206	54,198
10-5150-50-50335 HEALTH ASSISTANCE	258	258	258	250	97	8	375	258
10-5150-50-50410 EMPLOYER RETIREMENT CO	37,946	37,946	37,946	26,924	71	11,022	40,386	39,819
10-5150-50-50520 EMPLOYEE EDUCATION	2,500	2,500	2,500	1,414	57	1,086	2,121	2,500
TOTAL PERSONNEL	554,944	554,944	554,944	398,814	72	156,130	598,221	605,012

OPERATING

10-5150-51-51010 ADVER/POSTING/PUBLIC HEARIN	4,500	4,500	4,500	460	10	4,041	689	4,500
10-5150-51-51011 PRE-EMPLOYMENT SCREEN	100	100	100	0	0	100	0	100
10-5150-51-51042 CREDIT CARD MERCHANT SVCS	65,000	65,000	65,000	59,608	92	5,393	89,411	65,000
10-5150-51-51080 CASH SHORT & OVER	500	500	500	29	6	471	44	500
10-5150-51-51335 INSURANCE-PROPERTY, CA	3,305	3,305	3,305	2,727	83	578	4,090	3,305
10-5150-51-51338 INSURANCE LIABILITY	110	110	110	69	63	41	103	110
10-5150-51-51480 MEETING EXPENSES	500	500	500	93	19	407	139	500
10-5150-51-51485 MISCELLANEOUS	1,250	1,250	1,250	718	57	532	1,077	1,250
10-5150-51-51602 PENALTIES & INTEREST	600	600	600	0	0	600	0	600
10-5150-51-51603 PERIODICALS AND PUBLIC	100	100	100	0	0	100	0	100
10-5150-51-51625 POSTAGE/DELIVERY	58,100	58,100	58,100	38,925	67	19,175	58,387	60,000
10-5150-51-51635 PROFESSIONAL & MEMBERS	240	240	240	0	0	240	0	240
10-5150-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	3,311	110	-311	4,966	3,500
10-5150-51-51780 TRAVEL	5,000	5,000	5,000	4,416	88	584	6,623	5,000
10-5150-51-52110 OFFICE EQUIPMENT LEASE	3,475	3,475	3,475	2,573	74	902	3,860	3,475
10-5150-51-52340 VEHICLE FUEL & OIL	3,185	3,185	3,185	1,843	58	1,342	2,765	3,185
TOTAL OPERATING	148,965	148,965	148,965	114,770	77	34,195	172,155	151,365

REPAIRS & MAINTENANCE

10-5150-52-52000 OFFICE EQUIPMENT REPAI	0	0	0	0	0	0	0	0
10-5150-52-52320 VEHICLE REPAIRS & MAINT	2,000	2,000	2,000	2,630	131	-630	3,944	2,700
TOTAL REPAIRS & MAINTENANCE	2,000	2,000	2,000	2,630	131	-630	3,944	2,700

CONTRACTED SERVICES

10-5150-54-51000 ACCOUNTING & AUDITING	45,000	45,000	45,000	37,696	84	7,305	56,543	45,000
10-5150-54-51440 LEGAL FEES	1,200	1,200	1,200	1,050	88	150	1,575	1,200
10-5150-54-51590 DOCUMENT STORAGE	1,300	1,300	1,300	1,665	128	-365	2,497	1,700
TOTAL CONTRACTED SERVICES	47,500	47,500	47,500	40,410	85	7,090	60,615	47,900

TOTAL FINANCE EXPENDITURES	753,409	753,409	753,409	556,624	74	196,785	834,936	806,977
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STREET EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
10-5225-50-50010 SALARIES	222,211	222,211	222,211	188,531	85	33,679	282,797	370,857
10-5225-50-50011 COVID 19 SALARIES	0	0	0	0	0	0	0	0
10-5225-50-50050 OVERTIME	6,666	6,666	6,666	6,134	92	532	9,201	11,126
10-5225-50-50051 COVID 19 OVERTIME	0	0	0	0	0	0	0	0
10-5225-50-50075 LONGEVITY	2,200	2,200	2,200	2,300	105	-100	3,450	2,800
10-5225-50-50200 EMPLOYER PAID TAXES	17,677	17,677	17,677	14,981	85	2,696	22,472	29,436
10-5225-50-50255 WORKERS' COMPENSATION	9,830	9,830	9,830	11,781	120	-1,951	17,671	14,000
10-5225-50-50325 HEALTH INSURANCE	44,618	44,618	44,618	32,116	72	12,502	48,174	61,941
10-5225-50-50335 HEALTH ASSISTANCE	258	258	258	250	97	9	375	258
10-5225-50-50410 EMPLOYER RETIREMENT CO	20,525	20,525	20,525	16,878	82	3,647	25,317	32,553
10-5225-50-50520 EMPLOYEE EDUCATION	2,000	2,000	2,000	624	31	1,376	936	800
10-5225-50-50700 REIMB UNEMPLOYMENT	9,069	9,069	9,069	0	0	9,069	0	9,069
TOTAL PERSONNEL	335,054	335,054	335,055	273,595	82	61,460	410,392	532,839
OPERATING								
10-5225-51-51011 PRE-EMPLOYMENT SCREENING	200	200	200	0	0	200	0	200
10-5225-51-51335 INSURANCE-PROPERTY, CA	1,820	1,820	1,820	1,997	110	-177	2,996	1,820
10-5225-51-51338 INSURANCE LIABILITY	2,290	2,290	2,290	1,584	69	706	2,376	2,290
10-5225-51-51610 LICENSES	250	250	250	125	50	125	188	250
10-5225-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0	200	0	200
10-5225-51-51640 DUES & SUBSCRIPTIONS	0	0	0	0	0	0	0	0
10-5225-51-51740 SUPPLIES CHEMICALS & MAT'LS	45,000	45,000	45,000	23,214	52	21,786	34,820	45,000
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	0	0	500	0	500
10-5225-51-51780 TRAVEL	200	200	200	0	0	200	0	100
10-5225-51-51800 UNIFORMS & ACCESSORIES	3,135	3,135	3,135	1,584	51	1,551	2,376	3,135
10-5225-51-51813 UTILITIES-ELECTRIC BLU	68,000	68,000	68,000	58,574	86	9,426	87,861	81,500
10-5225-51-51815 UTILITIES-ELECTRIC TX	10,000	10,000	10,000	8,211	82	1,789	12,316	12,500
10-5225-51-52340 FUEL & OIL	20,000	20,000	20,000	17,168	86	2,832	25,751	24,000
10-5225-51-52440 EQUIPMENT RENTAL	5,000	5,000	5,000	0	0	5,000	0	5,000
10-5225-51-54020 STREET SIGNS	7,000	7,000	7,000	5,794	83	1,206	8,691	7,000
TOTAL OPERATING	163,595	163,595	163,595	118,250	72	45,345	177,376	183,495
REPAIRS & MAINTENANCE								
10-5225-52-52010 BUILDING REPAIRS & MAI	3,400	3,400	3,400	418	12	2,982	628	5,000
10-5225-52-52320 VEH REPAIRS & MAINTENA	5,000	5,000	5,000	8,628	173	-3,628	12,942	10,000
10-5225-52-52430 MACHINERY EQUIP-REPAIR	10,000	10,000	10,000	4,667	47	5,333	7,001	10,000
10-5225-52-54010 STREET REPAIRS & MAINT	150,000	150,000	150,000	28,341	19	121,659	42,512	150,000
TOTAL REPAIRS & MAINTENANCE	168,400	168,400	168,400	42,055	25	126,345	63,082	175,000

CONTRACTED SERVICES

10-5225-54-51165 ENGINEERING/PLANNING S	22,000	22,000	22,000	18,520	84	3,480	27,780	56,350
10-5225-54-51166 STREET CONTRACTED REPAIRS	420,000	420,000	420,000	78,013	19	341,987	117,019	516,900
10-5225-54-54100 TRASH COLLECTION FEES	1,020,000	1,020,000	1,020,000	969,384	95	50,616	1,454,076	1,350,000
TOTAL CONTRACTED SERVICES	1,462,000	1,462,000	1,462,000	1,065,917	73	396,083	1,598,875	1,923,250

DEBT PAYMENTS

10-5225-55-52310 VEHICLE LEASE EXPENSE	6,609	6,609	6,609	6,609	100	0	9,913	6,609
10-5225-55-52410 MACHINERY EQUIPMENT LE	29,750	29,750	29,750	29,740	100	10	44,610	29,750
TOTAL DEBT PAYMENTS	36,359	36,359	36,359	36,349	100	10	54,523	36,359

CAPITAL OUTLAY < \$5K

10-5225-57-52400 MACHINERY EQUIPMENT-PU	5,000	5,000	5,000	0	0	5,000	0	5,000
10-5225-57-52450 TOOLS	5,000	5,000	5,000	1,400	28	3,600	2,100	5,000
TOTAL CAPITAL OUTLAY < \$5K	10,000	10,000	10,000	1,400	14	8,600	2,100	10,000

CAPITAL OUTLAY > \$5K

10-5225-58-52400 MACHINERY EQUIPMENT-PU	240,810	240,810	240,810	0	0	240,810	0	50,000
TOTAL CAPITAL OUTLAY > \$5K	240,810	240,810	240,810	0	0	240,810	0	50,000

TOTAL STREET EXPENDITURES	2,416,218	2,416,218	2,416,219	1,537,565	64	878,654	2,306,348	2,910,943
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DEVELOPMENT SERVICES EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
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PERSONNEL

10-5300-50-50010 SALARIES	293,952	293,952	293,952	257,042	87	36,910	385,563	424,746
10-5300-50-50011 COVID 19 SALARIES	0	0	0	0	0	0	0	0
10-5300-50-50050 OVERTIME	1,845	1,845	1,845	499	27	1,346	749	1,845
10-5300-50-50075 LONGEVITY	3,100	3,100	3,100	3,100	100	0	4,650	3,600
10-5300-50-50200 EMPLOYER PAID TAXES	25,070	25,070	25,070	19,234	77	5,836	28,852	32,924
10-5300-50-50255 WORKERS' COMPENSATION	720	720	720	579	80	141	868	720
10-5300-50-50325 HEALTH INSURANCE	37,182	37,182	37,182	26,656	72	10,526	39,983	46,456
10-5300-50-50335 HEALTH ASSISTANCE	258	258	258	250	97	8	375	258
10-5300-50-50410 EMPLOYER RETIREMENT CO	26,362	26,362	26,362	22,246	84	4,116	33,368	36,410
10-5300-50-50520 EMPLOYEE EDUCATION	4,600	4,600	4,600	868	19	3,732	1,302	4,600
10-5300-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	393,589	393,589	393,589	330,473	84	63,116	495,710	552,059

OPERATING

10-5300-51-51011 PRE-EMPLOYMENT SCREENING	20	20	20	0	0	20	0	20
10-5300-51-51042 CREDIT CARD MERCHANT	32,100	32,100	32,100	29,560	92	2,540	44,340	32,100
10-5300-51-51330 BLDG INSPECTION FEES	7,000	7,000	7,000	0	0	7,000	0	15,000
10-5300-51-51331 SUB DIV & INSP. FEES	10,000	10,000	10,000	0	0	10,000	0	10,000
10-5300-51-51332 OVERPAYMENT/REFUNDS	10,500	10,500	10,500	5,632	54	4,868	8,448	10,500
10-5300-51-51335 INSURANCE-PROPERTY, CA	210	210	210	179	85	31	269	210
10-5300-51-51338 INSURANCE LIABILITY	930	930	930	574	62	356	861	930
10-5300-51-51485 MISCELLANEOUS	1,250	1,250	1,250	20	2	1,230	30	1,250
10-5300-51-51603 POSTING & NOTIFICATION	4,516	4,516	4,516	3,075	68	1,441	4,613	4,516
10-5300-51-51610 PERMITS & LICENSES	120	120	120	0	0	120	0	120
10-5300-51-51611 TRAVIS CO RECORDATION FEES	2,500	2,500	2,500	0	0	2,500	0	2,500
10-5300-51-51625 POSTAGE/DELIVERY	1,475	1,475	1,475	700	47	775	1,050	1,475
10-5300-51-51635 PROF/MEMBERSHIP DUES	2,000	2,000	2,000	809	40	1,191	1,214	2,000
10-5300-51-51746 SUPPLIES-OFFICE	2,500	2,500	2,500	3,090	124	-590	4,635	3,000
10-5300-51-51780 TRAVEL	7,000	7,000	7,000	2,694	38	4,306	4,041	7,000
10-5300-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	0	0	2,000	0	2,000
10-5300-51-52110 OFFICE EQUIP LEASES	2,500	2,500	2,500	1,613	65	887	2,420	2,500
10-5300-51-52340 VEHICLE FUEL & OIL	5,000	5,000	5,000	2,765	55	2,235	4,148	5,000
TOTAL OPERATING	91,621	91,621	91,621	50,712	55	40,909	31,728	100,121

REPAIRS & MAINTENANCE

10-5300-52-52320 VEHICLE REPAIRS & MAIN	3,000	3,000	3,000	4,471	149	-1,471	6,707	4,400
TOTAL REPAIRS & MAINTENANCE	3,000	3,000	3,000	4,471	149	-1,471	6,707	4,400

CONTRACTED SERVICES

10-5300-54-51165 ENG/PLANNING SERVICES	150,000	150,000	150,000	216,755	145	-66,755	325,132	200,000
10-5300-54-51440 LEGAL FEES	50,000	50,000	50,000	36,847	74	13,153	55,270	50,000
10-5300-54-51450 COMPREHENSIVE PLANNING SVC	319,168	319,168	319,168	19,968	0	0	0	0
10-5300-54-51590 DOCUMENT STORAGE	0	0	0	65	0	-65	98	0
TOTAL CONTRACTED SERVICES	519,168	519,168	519,168	273,635	53	245,533	380,500	250,000

DEBT PAYMENTS

10-5300-55-52310 VEHICLE LEASE EXPENSE	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	0

TOTAL DEVELOPMENT SERVICES EXPENDITURES	1,007,378	1,007,378	1,007,378	659,292	341	348,086	914,645	906,580
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PARKS EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
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PERSONNEL

10-5400-50-50010 SALARIES	291,443	291,443	291,443	175,203	60	116,240	262,805	291,443
10-5400-50-50011 COVID 19 SALARIES	1,000	1,000	1,000	0	0	1,000	0	0
10-5400-50-50050 OVERTIME	8,744	8,744	8,744	2,770	32	5,974	4,155	6,000
10-5400-50-50075 LONGEVITY	4,100	4,100	4,100	3,600	88	500	5,400	4,200
10-5400-50-50200 EMPLOYER PAID TAXES	23,279	23,279	23,279	13,398	58	9,881	20,097	23,286
10-5400-50-50255 WORKERS' COMPENSATION	9,900	9,900	9,900	6,310	64	3,590	9,465	9,900
10-5400-50-50325 HEALTH INSURANCE	52,054	52,054	52,054	27,830	53	24,224	41,746	54,198
10-5400-50-50335 HEALTH ASSISTANCE	221	221	221	250	113	-29	375	221
10-5400-50-50410 EMPLOYER RETIREMENT CO	27,030	27,030	27,030	15,229	56	11,801	22,843	25,751
10-5400-50-50520 EMPLOYEE EDUCATION	1,000	1,000	1,000	297	30	703	445	500
10-5400-50-50700 REIMB UNEMPLOYMENT	3,000	3,000	3,000	0	0	3,000	0	3,000

TOTAL PERSONNEL	421,771	421,771	421,771	244,887	58	176,884	367,331	418,499
OPERATING								
10-5400-51-51011 PRE-EMPLOYMENT SCREENING	250	250	250	126	50	124	189	250
10-5400-51-51485 MISCELLANEOUS	100	100	100	0	0	100	0	100
10-5400-51-51610 LICENSES	0	0	0	50	0	-50	75	100
10-5400-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0	200	0	200
10-5400-51-51640 DUES & SUBSCRIPTIONS	0	0	0	0	0	0	0	0
10-5400-51-51740 SUPPLIES	10,000	10,000	10,000	9,901	99	99	14,852	15,000
10-5400-51-51780 TRAVEL	200	200	200	0	0	200	0	100
10-5400-51-51800 UNIFORMS & ACCESSORIES	2,600	2,600	2,600	2,118	81	482	3,176	2,600
10-5400-51-51813 UTILITIES-ELECTRIC BLU	1,200	1,200	1,200	1,737	145	-537	2,606	1,200
10-5400-51-52340 FUEL & OIL	3,000	3,000	3,000	1,330	44	1,670	1,995	3,000
10-5400-51-52440 EQUIPMENT RENTAL	2,700	2,700	2,700	0	0	2,700	0	2,700
10-5400-51-54020 PARKS SIGNS	600	600	600	517	86	83	776	600
TOTAL OPERATING	20,850	20,850	20,850	15,779	76	5,071	23,480	25,850
REPAIRS & MAINTENANCE								
10-5400-52-52010 BUILDING REPAIRS & MAI	2,500	2,500	2,500	157	6	2,343	235	5,000
10-5400-52-52320 VEH REPAIRS & MAINTENA	3,000	3,000	3,000	5,911	197	-2,911	8,867	7,000
10-5400-52-52430 MACHINERY EQUIP-REPAIR	7,000	7,000	7,000	5,605	80	1,395	8,408	8,000
10-5400-52-54015 PARK REPAIRS /MAINTENAN	140,000	140,000	140,000	11,551	8	128,449	17,326	140,000
10-5400-52-54016 CEMETARY REPAIRS/MAINTENAN	5,000	5,000	5,000	0	0	5,000	0	23,000
TOTAL REPAIRS & MAINTENANCE	157,500	157,500	157,500	23,224	15	134,276	34,835	183,000

CONTRACTED SERVICES

10-5400-54-51165 ENGINEERING/PLANNING S	0	0	0	488	0	-488	731	500
10-5400-54-51440 LEGAL FEES	0	0	0	585	0	-585	878	1,000
10-5400-54-54100 TRASH COLLECTION FEES	0	0	0	0	0	0	0	0
TOTAL CONTRACTED SERVICES	0	0	0	1,073	0	-1,073	1,609	1,500

DEBT PAYMENTS

10-5400-55-52310 VEHICLE LEASE EXPENSE	15,000	15,000	15,000	15,000	100	0	22,500	15,000
10-5400-55-52410 MACHINERY EQUIPMENT LE	9,518	9,518	9,518	9,517	100	1	14,276	9,518
TOTAL DEBT PAYMENTS	24,518	24,518	24,518	24,517	100	1	36,776	24,518

CAPITAL OUTLAY < \$5K

10-5400-57-52400 MACHINERY EQUIPMENT-PU	5,000	5,000	5,000	0	0	5,000	0	10,000
10-5400-57-52450 TOOLS	750	750	750	20	3	730	30	750
TOTAL CAPITAL OUTLAY < \$5K	5,750	5,750	5,750	20	0	5,730	30	10,750

CAPITAL OUTLAY > \$5K

10-5400-58-52400 MACHINERY EQUIPMENT-PU	46,600	46,600	46,600	0	0	46,600	0	67,000
TOTAL CAPITAL OUTLAY > \$5K	46,600	46,600	46,600	0	0	46,600	0	67,000

TOTAL PARKS EXPENDITURES	676,987	676,988	676,989	309,500	46	367,489	464,060	731,117
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MUNICIPAL COURT EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
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PERSONNEL

10-5500-50-50010 SALARIES	198,166	198,166	198,166	109,035	55	89,131	163,552	198,166
10-5500-50-50011 COVID 19 SALARIES	0	0	0	0	0	0	0	0
10-5500-50-50050 OVERTIME	16,000	16,000	16,000	1,072	7	14,928	1,608	16,000
10-5500-50-50075 LONGEVITY	1,500	1,500	1,500	1,500	100	0	2,250	1,500
10-5500-50-50150 MUNICIPAL JUDGES SALAR	42,600	42,600	42,600	11,600	27	31,000	17,400	42,600
10-5500-50-50200 EMPLOYER PAID TAXES	15,449	15,449	15,449	8,510	55	6,939	12,764	15,449
10-5500-50-50255 WORKERS' COMPENSATION	480	480	480	314	66	166	472	480
10-5500-50-50325 HEALTH INSURANCE	29,745	29,745	29,745	14,502	49	15,243	21,753	29,745
10-5500-50-50335 HEALTH ASSITANCE	258	258	258	250	97	8	375	258
10-5500-50-50410 EMPLOYER RETIREMENT CO	15,758	15,758	15,758	9,648	61	6,110	14,472	15,758
10-5500-50-50520 EMPLOYEE EDUCATION	3,000	3,000	3,000	665	22	2,335	998	3,000
10-5500-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	323,456	323,456	323,456	157,095	49	166,361	235,643	323,456

OPERATING

10-5500-51-51011 PRE-EMPLOYMENT SCREENING	25	25	25	0	0	25	0	25
10-5500-51-51042 COURT TECHNOLOGY EXPEN	36,300	36,300	36,300	22,250	61	14,050	33,375	36,300
10-5500-51-51080 CASH SHORT (OVER)	100	100	100	0	0	100	0	100
10-5500-51-51485 MISCELLANEOUS	500	500	500	1,151	230	-651	1,727	500
10-5500-51-51603 PERIODICALS & PUBLICAT	100	100	100	0	0	100	0	100
10-5500-51-51625 POSTAGE/DELIVERY	3,600	3,600	3,600	991	28	2,609	1,487	3,600
10-5500-51-51635 PROFESSIONAL & MEMBERS	320	320	320	262	82	58	393	320
10-5500-51-51746 SUPPLIES-OFFICE	4,500	4,500	4,500	2,643	59	1,857	3,965	4,500
10-5500-51-51780 TRAVEL	1,500	1,500	1,500	0	0	1,500	0	1,500
10-5500-51-52100 COURT SECURITY	1,900	1,900	1,900	0	0	1,900	0	1,900
10-5500-51-52110 OFFICE EQUIPMENT LEASE	2,400	2,400	2,400	1,955	81	445	2,932	2,400
TOTAL OPERATING	51,245	51,245	51,245	29,252	57	21,993	43,878	51,245

CONTRACTED SERVICES

10-5500-54-51440 LEGAL FEES	37,000	37,000	37,000	22,845	62	14,155	34,268	37,000
10-5500-54-51595 COLLECTION FEES	32,000	32,000	32,000	31,357	98	643	47,035	32,000
10-5500-54-56010 STATE COURT COST	222,000	222,000	222,000	87,401	39	134,599	131,101	222,000
10-5500-54-56425 JURY EXPENSE	500	500	500	0	0	500	0	500
TOTAL CONTRACTED SERVICES	291,500	291,500	291,500	141,603	49	149,897	212,404	291,500

CAPITAL OUTLAY < \$5K

10-5500-57-56105 CAP OUTLAY-COURT SECUR	1,620	1,620	1,620	0	0	1,620	0	1,620
TOTAL CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	0	0	1,620	0	1,620

CAPITAL OUTLAY > \$5K

10-5500-58-56105 CAP OUTLAY-COURT SECUR	6,000	6,000	6,000	0	0	6,000	0	6,000
10-5500-58-56108 CAP OUTLAY-COURT TECH	7,307	7,307	7,307	0	0	7,307	0	7,307
TOTAL CAPITAL OUTLAY > \$5K	13,307	13,307	13,307	0	0	13,307	0	13,307

TOTAL MUNICIPAL COURT EXPENSES	681,128	681,128	681,128	327,950	154	353,178	491,925	681,128
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POLICE EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
10-5600-50-50010 SALARIES	2,185,841	2,185,841	2,185,841	1,708,443	78	477,398	2,562,665	2,852,197
10-5600-50-50011 COVID 19 SALARIES	20,000	20,000	20,000	3,542	18	16,458	5,313	
10-5600-50-50050 OVERTIME	89,617	89,617	89,617	138,718	155	-49,101	208,076	117,988
10-5600-50-50051 COVID 19 OVERTIME	15,000	15,000	15,000	12,987	87	2,013	19,480	0
10-5600-50-50075 LONGEVITY PAY	28,204	28,204	28,204	24,956	88	3,248	37,434	27,364
10-5600-50-50200 EMPLOYER PAID TAXES	175,291	175,291	175,291	138,363	79	36,929	207,544	228,604
10-5600-50-50255 WORKERS' COMPENSATION	38,202	38,202	38,202	41,409	108	-3,207	62,113	45,000
10-5600-50-50325 HEALTH INSURANCE	275,145	275,145	275,145	176,751	64	98,394	265,126	340,675
10-5600-50-50335 HEALTH ASSISTANCE	258	258	258	250	97	8	375	258
10-5600-50-50410 EMPLOYER RETIREMENT CO	204,376	204,376	204,376	161,931	79	42,445	242,897	253,593
10-5600-50-50520 EMPLOYEE EDUCATION	35,000	35,000	35,000	20,035	57	14,965	30,052	4,000
10-5600-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	3,067,434	3,067,434	3,067,434	2,427,384	79	640,050	3,641,075	3,870,179
OPERATING								
10-5600-51-51010 ADVER/POSTING NOTIFICATIONS	500	500	500	0	0	500	0	500
10-5600-51-51335 INSURANCE-PROPERTY, CA	1,940	1,940	1,940	907	47	1,033	1,360	1,940
10-5600-51-51338 INSURANCE LIABILITY	35,000	35,000	35,000	45,319	129	-10,319	67,978	35,000
10-5600-51-51485 MISCELLANEOUS	6,500	6,500	6,500	5,252	81	1,248	7,878	7,500
10-5600-51-51603 PERIODICALS & PUBLICAT	250	250	250	212	85	38	318	500
10-5600-51-51610 LICENSING	500	500	500	245	49	255	368	500
10-5600-51-51620 PHYSICALS/DRUG TESTING	1,500	1,500	1,500	885	59	615	1,327	2,000
10-5600-51-51625 POSTAGE/DELIVERY	2,000	2,000	2,000	797	40	1,203	1,196	4,000
10-5600-51-51635 PROFESSIONAL & MEMBERS	4,400	4,400	4,400	545	12	3,855	818	5,500
10-5600-51-51746 SUPPLIES-OFFICE	10,000	10,000	10,000	8,995	90	1,005	13,492	13,000
10-5600-51-51748 SUPPLIES-POLICE SPECIA	20,000	20,000	20,000	9,912	50	10,088	14,869	20,000
10-5600-51-51780 TRAVEL	10,000	10,000	10,000	8,797	88	1,203	13,195	15,000
10-5600-51-51798 CRIME LAB	7,500	7,500	7,500	768	10	6,732	1,152	7,500
10-5600-51-51799 CID SPECIALTY EQUIPMENT	8,500	8,500	8,500	8,004	94	496	12,007	22,000
10-5600-51-51800 UNIFORMS & ACCESSORIES	42,133	42,133	42,133	26,862	64	15,271	40,293	42,133
10-5600-51-51801 SAFETY & ACCESSORIES	3,000	3,000	3,000	789	26	2,211	1,184	3,000
10-5600-51-51802 AMMO/RANGE	25,000	25,000	25,000	2,367	9	22,633	3,550	25,000
10-5600-51-51803 HONOR GUARD	4,000	4,000	4,000	1,117	28	2,883	1,676	4,000
10-5600-51-51804 CITIZEN POLICE ACADEMY	7,500	7,500	7,500	1,107	15	6,393	1,661	7,500
10-5600-51-51805 POLICE BANQUET	3,371	3,371	3,371	3,433	102	-62	5,149	3,371
10-5600-51-51806 TRAFFIC SPECIALTY EQUIP	10,000	10,000	10,000	8,031	80	1,969	12,046	10,000
10-5600-51-51813 UTILITIES-ELECTRIC BLU	12,000	12,000	12,000	6,095	51	5,905	9,142	12,000
10-5600-51-52110 OFFICE EQUIPMENT LEASE	14,000	14,000	14,000	11,772	84	2,228	17,658	14,000
10-5600-51-52340 FUEL & OIL	80,000	80,000	80,000	57,961	72	22,039	86,942	80,000
10-5600-51-57400 WRECKER SERVICE	500	500	500	565	113	-65	848	500
TOTAL OPERATING	310,094	310,094	310,094	210,735	68	99,359	316,103	336,444

REPAIRS & MAINTENANCE

10-5600-52-52010 BUILDING REPAIRS & MAI	17,500	17,500	17,500	5,382	31	12,118	8,073	17,500
10-5600-52-52012 CLEANING & MAINTENANCE	4,000	4,000	4,000	2,336	58	1,664	3,504	4,000
10-5600-52-52320 VEHICLE REPAIRS & MAIN	60,000	60,000	60,000	40,264	67	19,736	60,396	60,000
10-5600-52-52321 VEHICLE DAMAGE	15,000	15,000	15,000	4,916	33	10,084	7,374	15,000
TOTAL REPAIRS & MAINTENANCE	96,500	96,500	96,500	52,898	55	43,602	79,346	96,500

CONTRACTED SERVICES

10-5600-54-51440 LEGAL FEES	2,500	2,500	2,500	9,270	371	-6,770	13,905	5,000
10-5600-54-51502 CONSULTING SERVICES	1,000	1,000	1,000	0	0	1,000	0	1,000
10-5600-54-51590 DESTRUCTION SERVICES	1,000	1,000	1,000	250	25	750	375	1,000
10-5600-54-57001 RRS EMERGENCY RADIO SYS	29,000	29,000	29,000	11,494	40	17,506	17,241	29,000
10-5600-54-57350 EMERGENCY DISPATCH SER	234,963	234,963	234,963	234,963	100	0	352,445	270,207
TOTAL CONTRACTED SERVICES	268,463	268,463	268,463	255,977	95	12,486	383,965	306,207

DEBT PAYMENTS

10-5600-55-52310 VEHICLE LEASE EXPENSE	373,500	373,500	373,500	335,984	90	37,516	503,977	453,500
TOTAL DEBT PAYMENTS	373,500	373,500	373,500	335,984	90	37,516	503,977	453,500

CAPITAL OUTLAY < \$5K

10-5600-57-57100 ANIMAL CONTROL EQUIPME	5,000	5,000	5,000	484	10	4,516	726	5,200
10-5600-57-57101 OFFICE EQUIP PURCHASE	1,000	1,000	1,000	25	2	975	37	1,000
TOTAL CAPITAL OUTLAY < \$5K	6,000	6,000	6,000	509	8	5,491	764	6,200

CAPITAL OUTLAY > \$5K

10-5600-58-52101 PD CONSTRUCTION SITE	1,000	1,000	1,000	0	0	1,000	0	50,000
10-5600-58-52330 POLICE SPECIALTY EQUIP	20,000	20,000	20,000	19,907	100	93	29,860	30,000
10-5600-58-57300 POLICE COMMUNICATION E	36,000	36,000	36,000	1,495	4	34,505	2,243	36,000
10-5600-58-58000 GRANT EXPENDITURES	9,470	9,470	9,470	25,925	274	-16,455	38,887	9,470
10-5600-58-58001 OVC GRANT 2018-V3-GX-0024	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	66,470	66,470	66,470	47,326	71	19,144	70,990	125,470

TOTAL POLICE EXPENDITURES	4,188,461	4,188,461	4,188,461	3,330,814	80	857,647	4,996,220	5,194,500
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IT EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
10-5700-50-50010 SALARIES	101,900	101,900	101,900	87,241	86	14,659	130,861	227,334
10-5700-50-50050 OVERTIME	2,000	2,000	2,000	1,021	51	979	1,531	2,000
10-5700-50-50075 LONGEVITY PAY	700	700	700	700	100	0	1,050	900
10-5700-50-50200 EMPLOYER PAID TAXES	7,929	7,929	7,929	6,602	83	1,327	9,903	8,732
10-5700-50-50255 WORKERS' COMPENSATION	1,150	1,150	1,150	188	16	962	282	1,150
10-5700-50-50325 HEALTH INSURANCE	14,873	14,873	14,873	10,273	69	4,600	15,410	14,873
10-5700-50-50410 EMPLOYER RETIREMENT CO	9,633	9,633	9,633	7,944	82	1,689	11,916	9,633
10-5700-50-50520 EMPLOYEE EDUCATION	4,500	4,500	4,500	75	2	4,425	113	4,500
10-5700-50-50650 VEHICLE ALLOWANCE	4,800	4,800	4,800	3,877	81	923	5,815	4,800
10-5700-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	147,985	147,985	147,985	117,921	80	30,064	176,881	274,421
OPERATING								
10-5700-51-51625 POSTAGE/DELIVERY	100	100	100	0	0	100	0	100
10-5700-51-51635 PROFESSIONAL/MEMBERSHIP	900	900	900	104	12	796	156	900
10-5700-51-51746 SUPPLIES-OFFICES	2,000	2,000	2,000	831	42	1,169	1,246	2,000
10-5700-51-51769 INTERNET SERVICE	35,000	35,000	35,000	78,289	224	-43,289	117,433	50,000
10-5700-51-51770 TELEPHONE COMMUNICATION	15,000	15,000	15,000	43,475	290	-28,475	65,212	5,000
10-5700-51-51775 WIRELESS COMMUNICATION	115,000	115,000	115,000	88,559	77	26,441	132,839	115,000
10-5700-51-51780 TRAVEL	1,500	1,500	1,500	0	0	1,500	0	1,500
TOTAL OPERATING	169,500	169,500	169,500	211,258	125	-41,758	316,886	174,500
REPAIRS & MAINTENANCE								
10-5600-52-52011 BUILDING SECURITY								5,000
10-5700-52-52000 COMPUTER R & M	6,085	6,085	6,085	0	0	6,085	0	6,085
TOTAL REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0	6,085	0	11,085
CONTRACTED SERVICES								
10-5700-54-51500 COMPUTER/HARDWARE LEASE	0	0	0	60	0	-60	90	0
10-5700-54-51501 IT CONSULTING SERVICES	15,000	15,000	15,000	16,942	113	-1,942	25,414	10,000
10-5700-54-52005 EMERGENCY NOTIFICATION	5,000	5,000	5,000	4,371	87	629	6,556	5,000
10-5700-54-52240 SOFTWARE ANNUAL FEES	149,780	149,780	149,780	155,433	104	-5,653	233,149	175,000
TOTAL CONTRACTED SERVICES	169,780	169,780	169,780	176,806	104	-7,026	265,119	190,000
CAPITAL OUTLAY <\$5K								
10-5700-57-52200 COMPUTER EQUIPMENT	65,000	65,000	65,000	1,818	3	63,182	2,727	35,000
TOTAL CAPITAL OUTLAY<\$5K	65,000	65,000	65,000	1,818	3	63,182	2,727	35,000
CAPITAL OUTLAY >\$5K								
10-5700-58-52200 COMPUTER EQUIPMENT	105,000	105,000	105,000	0	0	105,000	0	70,000
TOTAL CAPITAL OUTLAY>5K	105,000	105,000	105,000	0	0	105,000	0	70,000
TOTAL IT EXPENDITURES	663,350	663,350	663,350	507,802	77	155,548	761,613	755,006

ECONOMIC DEV. SVCS	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
10-5800-50-50010 SALARIES	190,777	190,777	190,777	65,971	35	124,806	98,957	201,606
10-5800-50-50075 LONGEVITY PAY	200	200	200	0	0	200	0	300
10-5800-50-50200 EMPLOYER PAID TAXES	14,610	14,610	14,610	5,010	34	9,600	7,515	15,423
10-5800-50-50255 WORKERS' COMPENSATION	694	694	694	89	13	605	134	694
10-5800-50-50325 HEALTH INSURANCE	7,994	7,994	7,994	425	5	7,569	637	7,994
10-5800-50-50410 EMPLOYER RETIREMENT CO	17,390	17,390	17,390	5,647	32	11,743	8,470	17,056
10-5800-50-50520 EMPLOYEE EDUCATION	4,675	4,675	4,675	225	5	4,450	338	3,500
TOTAL PERSONNEL	236,340	236,340	236,340	77,368	33	158,972	116,051	246,573
OPERATING								
10-5800-51-51011 SMALL BUSINESS RENTAL ASST	5,000	5,000	5,000	1,915	38	3,085	2,873	25,000
10-5800-51-51043 CITY EVENTS	37,500	37,500	37,500	27,294	73	10,206	40,941	100,000
10-5800-51-51480 MEETING EXPENSES	2,500	2,500	2,500	126	5	2,375	188	2,500
10-5800-51-51625 POSTAGE/DELIVERY	1,500	1,500	1,500	0	0	1,500	0	1,500
10-5800-51-51635 PROFESSIONAL/MEMBERSHIP	1,850	1,850	1,850	245	13	1,605	368	1,850
10-5800-51-51746 SUPPLIES-OFFICES	2,000	2,000	2,000	130	7	1,870	196	2,000
10-5800-51-51780 TRAVEL	5,000	5,000	5,000	0	0	5,000	0	5,000
TOTAL OPERATING	55,350	55,350	55,350	29,710	54	25,640	563	137,850
TOTAL ECONOMIC DEV SVCS EXPENDITURES	291,690	291,690	291,690	107,077	86	184,613	116,614	384,423

HUMAN RESOURCES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
10-5810-50-50010 SALARIES					0	0	0	73,653
10-5810-50-50075 LONGEVITY PAY					0	0	0	800
10-5810-50-50200 EMPLOYER PAID TAXES					0	0	0	5,696
10-5810-50-50255 WORKERS' COMPENSATION					0	0	0	300
10-5810-50-50325 HEALTH INSURANCE					0	0	0	7,743
10-5810-50-50410 EMPLOYER RETIREMENT CO					0	0	0	6,299
10-5810-50-50411 HR REQUIRED EDUCATION								13,500
10-5810-50-50520 EMPLOYEE EDUCATION					0	0	0	2,140
TOTAL PERSONNEL	0	0	0	0	0	0	0	110,130
OPERATING								
10-5810-51-51041 EMPLOYEE APPRECIATION								15,000
10-5810-51-51635 PERIODICALS & PUBLICATIONS								1,000
10-5810-51-51635 PROFESSIONAL/MEMBERSHIP					0	0	0	2,000
10-5810-51-51746 SUPPLIES-OFFICES					0	0	0	1,000
10-5810-51-51780 TRAVEL					0	0	0	5,000
TOTAL OPERATING	0	0	0	0	0	0	0	24,000
TOTAL HUMAN RESOURCES EXPENDITURES	0	0	0	0	0	0	0	134,130

TOTAL EXPENDITURES	11,935,675	11,935,676	11,935,678	8,405,345	1,006	3,530,333	12,489,445	13,758,555
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REVENUES OVER/(UNDER) EXPENDITURES	-362,490	-362,891	-362,493	4,605,000	-4,967,493	6,938,341	516,884
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**20 -UTILITY FUND
FINANCIAL SUMMARY**

**PROPOSED BUDGET WORKSHEETS
FY 2021-22**

REVENUE SUMMARY	91.67 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE		
WATER								
MISCELLANEOUS	525	525	525	0				
WATER/SEWER CHARGES	2,089,796	2,089,796	2,089,796	2,411,018	115.4	(321,222)	2,411,018	2,448,158
OTHER	0	0	0	0	0.0	0	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WATER	2,090,321	2,090,321	2,090,321	2,411,018	115.3	(320,697)	2,411,018	2,448,158
WASTEWATER								
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	0
WATER/SEWER CHARGES	1,660,250	1,660,250	1,660,250	2,036,426	122.7	(376,176)	2,036,426	2,040,250
OTHER	81,588	81,588	81,588	641	0.8	80,947	641	641
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WASTEWATER	1,741,838	1,741,838	1,741,838	2,037,067	116.9	(295,229)	2,037,067	2,040,891
TOTAL REVENUES	3,832,159	3,832,159	3,832,159	4,448,085	116.1	(615,926)	4,448,085	4,489,049

EXPENDITURE SUMMARY	91.67 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE		
PUBLIC WORKS								
PERSONNEL	407,122	407,122	407,123	321,473	79.0	85,650	321,473	438,514
OPERATING	25,750	25,750	25,750	30,425	118.2	(4,675)	30,425	28,350
REPAIRS & MAINTENANCE	74,500	74,500	74,500	52,080	69.9	22,420	52,080	36,000
CONTRACTED SERVICES	6,500	6,500	6,500	3,058	47.0	3,443	3,058	3,500
TOTAL PUBLIC WORKS	513,872	513,872	513,873	407,036	79.2	106,838	407,036	506,364
WATER								
PERSONNEL	382,544	382,544	382,544	272,144	71.1	110,400	272,144	503,101
OPERATING	186,169	186,169	186,169	158,662	85.2	27,507	158,662	214,934
REPAIRS & MAINTENANCE	53,000	53,000	53,000	90,452	170.7	(37,452)	90,452	66,500
WATER/WASTEWATER	1,584,000	1,584,000	1,584,000	1,407,369	88.8	176,631	1,407,369	2,053,750
CONTRACTED SERVICES	150	150	150	3,188	2,125.5	(3,038)	3,188	3,800
DEBT PAYMENTS	80,353	80,353	80,353	80,222	99.8	131	80,222	80,353
CAPITAL OUTLAY < \$5K	8,000	8,000	8,000	1,365	17.1	6,635	1,365	10,000
CAPITAL OUTLAY > \$5K	9,000	9,000	9,000	0	0.0	9,000	0	20,000
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WATER	2,303,216	2,303,216	2,303,216	2,013,403	87.4	289,813	2,013,403	2,952,437
WASTEWATER								
PERSONNEL	193,584	193,584	193,584	152,889	79.0	40,695	152,889	196,915
OPERATING	245,390	245,390	245,390	300,206	122.3	(54,816)	300,144	360,315
REPAIRS & MAINTENANCE	57,500	57,500	57,500	33,848	58.9	23,652	33,848	59,000
WATER/WASTEWATER	157,650	157,650	157,650	416,562	264.2	(258,912)	416,562	59,650
CONTRACTED SERVICES	16,200	16,200	16,200	98,010	605.0	(81,810)	98,010	239,002
DEBT PAYMENTS	0	0	0	0	0.0	0	0	0
CAPITAL OUTLAY < \$5K	0	0	8,000	0	0.0	8,000	0	5,000
CAPITAL OUTLAY > \$5K	30,000	30,000	30,000	0	0.0	30,000	0	30,000
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WASTEWATER	700,324	700,324	708,324	1,001,515	141.4	(293,191)	1,001,453	949,882
NON-DEPARTMENTAL								
CAPITAL OUTLAY > \$5K	236,704	236,704	236,704	1,302,397	550.2	(1,065,693)	1,302,397	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	236,704	1,302,397	550.2	(1,065,693)	1,953,595	0
TOTAL EXPENDITURES	3,517,412	3,517,412	3,762,117	4,724,350	125.6	(962,232)	5,375,486	4,408,683

REVENUES OVER/(UNDER) EXPENDITURES	314,746	314,746	70,042	(276,264)	346,306	(927,400)	80,366
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**20 -UTILITY FUND
REVENUES**

**PROPOSED BUDGET WORKSHEETS
FY 2021-22**

91.67 % OF YEAR COMPLETE							PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
WATER REVENUES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE		
<u>WATER/SEWER CHARGES</u>								
20-4250-42-42099 MISCELLANEOUS	525	525	525	0	0.0	525	0	525
TOTAL MISCELLANEOUS	525	525	525	0	0	525	0	525
20-4250-43-42099 CREDIT CARD PAYMENT FEE	40,000	40,000	40,000	67,851	169.6	(27,851)	67,851	64,855
20-4250-43-43000 ADJUSTMENTS	0	0	0	0	0.0	0	0	0
20-4250-43-43010 WATER SALES	1,725,954	1,725,954	1,725,954	2,049,961	118.8	(324,007)	2,049,961	2,049,961
20-4250-43-43015 BULK WATER SALES	92	92	92	0	0.0	92	0	92
20-4250-43-43025 LATE FEES WATER	35,000	35,000	35,000	43,271	123.6	(8,271)	43,271	45,000
20-4250-43-43028 RETURN CHECK FEES	1,000	1,000	1,000	350	35.0	650	350	500
20-4250-43-43075 WATER TAP FEES	225,000	225,000	225,000	174,750	77.7	50,250	174,750	225,000
20-4250-43-43076 WATER METER FEE	250	250	250	0	0.0	250	0	250
20-4250-43-43080 CONNECTION CHARGES	62,500	62,500	62,500	74,835	119.7	(12,335)	74,835	62,500
TOTAL WATER/SEWER CHARGES	2,089,796	2,089,796	2,089,796	2,411,018	115.4	(321,222)	2,411,018	2,448,158
TOTAL WATER REVENUES	2,090,321	2,090,321	2,090,321	2,411,018	115.3	(320,697)	2,411,018	2,448,683
<u>WASTEWATER REVENUES</u>								
	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
<u>WATER/SEWER CHARGES</u>								
20-4275-43-41320 SLUDGE DUMP FEES	25,000	25,000	25,000	0	0.0	25,000	0	0
20-4275-43-43000 ADJUSTMENTS	0	0	0	0	0.0	0	0	0
20-4275-43-43110 SEWER SERVICE	1,400,000	1,400,000	1,400,000	1,804,702	128.9	(404,702)	1,804,702	1,805,000
20-4275-43-43125 LATE FEES SEWER	35,000	35,000	35,000	36,725	104.9	(1,725)	36,725	35,000
20-4275-43-43175 SEWER TAP FEES	200,250	200,250	200,250	195,000	97.4	5,250	195,000	200,250
TOTAL WATER/SEWER CHARGES	1,660,250	1,660,250	1,660,250	2,036,426	122.7	(376,176)	2,036,426	2,040,250
<u>OTHER</u>								
20-4275-48-48000 INTEREST INCOME	81,588	81,588	81,588	641	0.8	80,947	641	641
TOTAL OTHER	81,588	81,588	81,588	641	0.8	80,947	641	641
<u>TRANSFERS</u>								
20-4275-49-50010 TRANSFERS FROM CPF	0	0	0	0	0.0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WASTEWATER REVENUES	1,741,838	1,741,838	1,741,838	2,037,067	116.9	(295,229)	2,037,067	2,040,891
TOTAL REVENUES	3,832,159	3,832,159	3,832,159	4,448,085	116.1	(615,926)	4,448,085	4,489,574

**20 -UTILITY FUND
EXPENDITURES**

**PROPOSED BUDGET WORKSHEETS
FY 2021-22**

PUBLIC WORKS EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	91.67 % OF YEAR COMPLETE		BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
				Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET			
PERSONNEL								
20-5200-50-50010 SALARIES	305,091	305,091	305,091	253,285	83.0	51,806	253,285	335,601
20-5200-50-50011 COVID 19 SALARIES	0	0	0	0	0.0			0
20-5200-50-50050 OVERTIME	560	560	560	0	0.0	560	0	560
20-5200-50-50075 LONGEVITY	4,900	4,900	4,900	4,800	98.0	100	4,800	5,300
20-5200-50-50200 EMPLOYER PAID TAXES	23,757	23,757	23,757	20,005	84.2	3,752	20,005	26,126
20-5200-50-50255 WORKERS' COMPENSATION	5,000	5,000	5,000	406	8.1	4,594	406	600
20-5200-50-50325 HEALTH INSURANCE	29,745	29,745	29,745	15,749	52.9	13,997	15,749	30,970
20-5200-50-50335 HEALTH ASSISTANCE	258	258	258	250	96.7	9	250	258
20-5200-50-50410 EMPLOYER RETIREMENT CO	28,011	28,011	28,011	22,664	80.9	5,347	22,664	29,298
20-5200-50-50520 EMPLOYEE EDUCATION	1,000	1,000	1,000	252	25.2	748	252	1,000
20-5200-50-50650 VEHICLE ALLOWANCE	4,800	4,800	4,800	4,061	84.6	739	4,061	4,800
20-5200-50-50700 REIMBURSABLE UNEMPLOYMENT	4,000	4,000	4,000	0	0.0	4,000	0	4,000
TOTAL PERSONNEL	407,122	407,122	407,123	321,473	79.0	85,650	321,473	438,514
OPERATING								
20-5200-51-51010 ADVERTISING/POSTING/NOTIFICATION	2,400	2,400	2,400	893	37.2	1,507	893	2,400
20-5200-51-51011 PRE-EMPLOYMENT SCREENING	65	65	65	0	0.0	65	0	65
20-5200-51-51012 SAFETY & ACCESSORIES	1,200	1,200	1,200	2,077	173.1	(877)	2,077	2,000
20-5200-51-51040 BAD DEBTS	0	0	0	0	0.0	0	0	0
20-5200-51-51485 MISCELLANEOUS	1,000	1,000	1,000	40	4.0	960	40	1,000
20-5200-51-51610 LICENSES	400	400	400	222	55.5	178	222	200
20-5200-51-51620 PHYSICALS/DRUG TESTING	85	85	85	0	0.0	85	0	85
20-5200-51-51625 POSTAGE/DELIVERY	200	200	200	8	3.8	193	8	200
20-5200-51-51635 PROFESSIONAL & MEMBERS	100	100	100	0	0.0	100	0	100
20-5200-51-51743 SUPPLIES-EQUIPMENT	0	0	0	0	0.0	0	0	0
20-5200-51-51746 SUPPLIES-OFFICE	5,500	5,500	5,500	5,420	98.5	80	5,420	5,500
20-5200-51-51780 TRAVEL	300	300	300	0	0.0	300	0	300
20-5200-51-51800 UNIFORMS & ACCESSORIES	1,500	1,500	1,500	384	25.6	1,116	384	1,500
20-5200-51-51813 UTILITIES-ELECTRIC BLU	10,000	10,000	10,000	1,616	16.2	8,384	1,616	12,000
20-5200-51-52110 OFFICE EQUIPMENT LEASE	3,000	3,000	3,000	1,399	46.6	1,602	1,399	3,000
TOTAL OPERATING	25,750	25,750	25,750	30,425	118.2	(4,675)	30,425	28,350

REPAIRS & MAINTENANCE

20-5200-52-52010 BUILDING REPAIRS & MAI	70,000	70,000	70,000	48,749	69.6	21,251	48,749	30,000
20-5200-52-52012 CLEANING & MAINTENANCE	4,500	4,500	4,500	3,331	74.0	1,169	3,331	6,000
TOTAL REPAIRS & MAINTENANCE	74,500	74,500	74,500	52,080	69.9	22,420	52,080	36,000

CONTRACTED SERVICES

20-5200-54-51001 CONSULTANT FEES - RATE STUDY	0	0	0	0	0.0	0	0	0
20-5200-54-51165 ENGINEERING/PLANNING SVCS	3,500	3,500	3,500	3,058	87.4	443	3,058	3,500
20-5200-54-51440 LEGAL FEES	3,000	3,000	3,000	0	0.0	3,000	0	0
20-5200-54-51501 I/T CONSULTANT SERVICES	0	0	0	0	0.0	0	0	0
20-5200-54-51590 DOCUMENT STORAGE	0	0	0	0	0.0	0	0	0
TOTAL CONTRACTED SERVICES	6,500	6,500	6,500	3,058	47.0	3,443	3,058	3,500

TOTAL PUBLIC WORKS EXPENDITURES	513,872	513,872	513,873	407,036	79.2	106,838	407,036	506,364
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WATER EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
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PERSONNEL

20-5250-50-50010 SALARIES	260,010	260,010	260,010	180,339	69.4	79,671	180,339	349,223
20-5250-50-50011 COVID 19 SALARIES	0	0	0	0	0.0	0	0	0
20-5250-50-50050 OVERTIME	11,050	11,050	11,050	20,291	183.6	(9,241)	20,291	17,500
20-5250-50-50051 COVID 19 OVERTIME	0	0	0	0	0.0	0	0	0
20-5250-50-50075 LONGEVITY PAY	2,400	2,400	2,400	2,400	100.0	0	2,400	3,200
20-5250-50-50200 EMPLOYER PAID TAXES	20,920	20,920	20,920	15,450	73.9	5,470	15,450	28,096
20-5250-50-50255 WORKERS' COMPENSATION	10,070	10,070	10,070	7,180	71.3	2,890	7,180	10,070
20-5250-50-50325 HEALTH INSURANCE	52,054	52,054	52,054	26,683	51.3	25,371	26,683	61,941
20-5250-50-50410 EMPLOYER RETIREMENT CO	24,290	24,290	24,290	17,603	72.5	6,687	17,603	31,071
20-5250-50-50520 EMPLOYEE EDUCATION	1,750	1,750	1,750	2,198	125.6	(448)	2,198	2,000
20-5250-50-50700 REIMB UNEMPLOYMENT	0	0	0	0	0.0	0	0	0
TOTAL PERSONNEL	382,544	382,544	382,544	272,144	71.1	110,400	272,144	503,101

OPERATING

20-5250-51-51011 PRE-EMPLOYMENT SCREENING	200	200	200	3	1.5	197	3	200
20-5250-51-51335 INSURANCE-PROPERTY, CA	15,844	15,844	15,844	13,737	86.7	2,107	13,737	15,844
20-5250-51-51338 INSURANCE LIABILITY	4,640	4,640	4,640	3,933	84.8	707	3,933	4,640
20-5250-51-51485 MISCELLANEOUS	500	500	500	294	58.8	206	294	500
20-5250-51-51610 PERMITS & LICENSES	11,000	11,000	11,000	9,707	88.2	1,293	9,707	12,000
20-5250-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0.0	200	0	200
20-5250-51-51635 PROFESSIONAL & MEMBERS	360	360	360	525	145.8	(165)	525	600
20-5250-51-51740 SUPPLIES - CHEMICALS &	40,000	40,000	40,000	37,414	93.5	2,586	37,414	42,000
20-5250-51-51743 SUPPLIES-EQUIPMENT	1,000	1,000	1,000	517	51.7	483	517	1,000
20-5250-51-51746 SUPPLIES-OFFICE	0	0	0	0	0.0	0	0	0
20-5250-51-51747 METER PURCHASE	61,250	61,250	61,250	45,077	73.6	16,173	45,077	80,750
20-5250-51-51780 TRAVEL	2,000	2,000	2,000	5	0.3	1,995	5	500
20-5250-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	1,789	89.5	211	1,789	2,000
20-5250-51-51809 R.O.W FEES	675	675	675	643	95.3	32	643	700
20-5250-51-51810 UTILITIES-ELECTRIC AUS	22,000	22,000	22,000	20,410	92.8	1,590	20,410	23,000
20-5250-51-51813 UTILITIES-ELECTRIC BLU	12,000	12,000	12,000	11,319	94.3	681	11,319	16,000
20-5250-51-52340 FUEL & OIL	6,000	6,000	6,000	7,439	124.0	(1,439)	7,439	8,000
20-5250-51-52440 EQUIPMENT RENTAL	500	500	500	1,016	203.2	(516)	1,016	500
20-5250-51-53010 TESTING WATER AND WAST	6,000	6,000	6,000	4,835	80.6	1,165	4,835	6,500
TOTAL OPERATING	186,169	186,169	186,169	158,662	85.2	27,507	158,662	214,934

REPAIRS & MAINTENANCE

20-5250-52-52010 BUILDING REPAIRS & MAI	1,000	1,000	1,000	1,947	194.7	(947)	1,947	4,000
20-5250-52-52320 VEHICLE REPAIRS & MAIN	6,500	6,500	6,500	4,648	71.5	1,852	4,648	6,500
20-5250-52-52430 MACHINERY EQUIPMENT-RE	5,500	5,500	5,500	15,988	290.7	(10,488)	15,988	16,000
20-5250-52-52460 REPAIRS-WELLS,PUMPS,MO	40,000	40,000	40,000	67,870	169.7	(27,870)	67,870	40,000
TOTAL REPAIRS & MAINTENANCE	53,000	53,000	53,000	90,452	170.7	(37,452)	90,452	66,500

WATER/WASTEWATER

20-5250-53-53030 WATER FEES-AUSTIN	500	500	500	507	101.5	(7)	507	500
20-5250-53-53040 WATER FEES-MANVILLE	320,000	320,000	320,000	408,539	127.7	(88,539)	408,539	532,250
20-5250-53-53050 WATER FEES-EPCOR	1,250,000	1,250,000	1,250,000	982,214	78.6	267,786	982,214	1,500,000
20-5250-53-53060 WELL ROYALTIES-FOWLER	9,500	9,500	9,500	12,017	126.5	(2,517)	12,017	14,000
20-5250-53-53070 WELL ROYALTIES-LEE	4,000	4,000	4,000	4,092	102.3	(92)	4,092	7,000
TOTAL WATER/WASTEWATER	1,584,000	1,584,000	1,584,000	1,407,369	88.8	176,631	1,407,369	2,053,750

CONTRACTED SERVICES

20-5250-54-51165 ENGINEERING/PLANNING S	0	0	0	2,510	0.0	(2,510)	2,510	3,000
20-5250-54-51440 LEGAL FEES	0	0	0	15	0.0	(15)	15	0
20-5250-54-51595 MVBA UTIL COLLECTION	150	150	150	663	442.2	(513)	663	800
TOTAL CONTRACTED SERVICES	150	150	150	3,188	2,125.5	(3,038)	3,188	3,800

DEBT PAYMENTS

20-5250-55-52310 VEHICLE LEASE EXPENSE	30,000	30,000	30,000	29,870	99.6	130	29,870	30,000
20-5250-55-52410 MACHINERY EQUIPMENT LE	50,353	50,353	50,353	50,352	100.0	1	50,352	50,353
TOTAL DEBT PAYMENTS	80,353	80,353	80,353	80,222	99.8	131	80,222	80,353

CAPITAL OUTLAY < \$5K

20-5250-57-52200 COMPUTER EQUIP PURCHAS	0	0	0	0	0.0	0	0	0
20-5250-57-52400 MACHINERY EQUIPMENT-PU	3,000	3,000	3,000	1	0.0	2,999	1	5,000
20-5250-57-52450 TOOLS	5,000	5,000	5,000	1,364	27.3	3,636	1,364	5,000
TOTAL CAPITAL OUTLAY < \$5K	8,000	8,000	8,000	1,365	17.1	6,635	1,365	10,000

CAPITAL OUTLAY > \$5K

20-5250-58-52400 MACHINERY EQUIPMENT-PU	9,000	9,000	9,000	0	0.0	9,000	0	20,000
TOTAL CAPITAL OUTLAY > \$5K	9,000	9,000	9,000	0	0.0	9,000	0	20,000

TOTAL WATER EXPENDITURES	2,303,216	2,303,216	2,303,216	2,013,403	87.4	289,813	2,013,403	2,952,437
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WASTEWATER EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
PERSONNEL								
20-5275-50-50010 SALARIES	125,495	125,495	125,495	97,982	78.1	27,513	97,982	125,739
20-5275-50-50011 COVID 19 SALARIES	0	0	0	0				0
20-5275-50-50050 OVERTIME	14,432	14,432	14,432	13,974	96.8	458	13,974	16,000
20-5275-50-50051 COVID 19 OVERTIME	0	0	0	0				0
20-5275-50-50075 LONGEVITY PAY	1,900	1,900	1,900	2,000	105.3	(100)	2,000	2,400
20-5275-50-50200 EMPLOYER PAID TAXES	10,850	10,850	10,850	8,346	76.9	2,504	8,346	10,909
20-5275-50-50255 WORKERS' COMPENSATION	3,400	3,400	3,400	3,566	104.9	(166)	3,566	3,600
20-5275-50-50325 HEALTH INSURANCE	22,309	22,309	22,309	15,734	70.5	6,575	15,734	23,228
20-5275-50-50410 EMPLOYER RETIREMENT CO	12,598	12,598	12,598	9,768	77.5	2,830	9,768	12,064
20-5275-50-50520 EMPLOYEE EDUCATION	600	600	600	1,521	253.5	(921)	1,521	975
20-5275-50-50700 UNEMPLOYMENT CLAIMS	2,000	2,000	2,000	0	0.0	2,000	0	2,000
TOTAL PERSONNEL	193,584	193,584	193,584	152,889	79.0	40,695	152,889	196,915
OPERATING								
20-5275-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	62	62.0	38	62	100
20-5275-51-51335 INSURANCE-PROPERTY, CA	9,800	9,800	9,800	22,912	233.8	(13,112)	22,912	9,800
20-5275-51-51338 INSURANCE LIABILITY	2,995	2,995	2,995	2,549	85.1	446	2,549	2,995
20-5275-51-51603 PERIODICALS & PUBLICAT	100	100	100	0	0.0	100	0	100
20-5275-51-51610 PERMITS & LICENSES	5,200	5,200	5,200	4,913	94.5	287	4,913	5,500
20-5275-51-51620 PHYSICALS/DRUG TESTING	120	120	120	0	0.0	120	0	120
20-5275-51-51635 PROFESSIONAL & MEMBERS	150	150	150	0	0.0	150	0	0
20-5275-51-51740 SUPPLIES PARTS AND MATERIALS	52,000	52,000	52,000	113,912	219.1	(61,912)	113,912	140,000
20-5275-51-51800 UNIFORMS & ACCESSORIES	1,250	1,250	1,250	1,107	88.5	143	1,107	1,500
20-5275-51-51809 R.O.W. FEES	675	675	675	643	95.3	32	643	700
20-5275-51-51813 UTILITIES-ELECTRIC BLU	160,000	160,000	160,000	143,659	89.8	16,341	143,659	185,000
20-5275-51-51815 UTILITIES-ELECTRIC TX	9,000	9,000	9,000	8,017	89.1	983	8,017	11,000
20-5275-51-52340 FUEL & OIL	4,000	4,000	4,000	2,432	60.8	1,568	2,432	3,500
TOTAL OPERATING	245,390	245,390	245,390	300,206	122.3	(54,816)	300,144	360,315
REPAIRS & MAINTENANCE								
20-5275-52-52010 BUILDING REPAIRS & MAI	1,000	1,000	1,000	411	41.1	589	411	2,500
20-5275-52-52320 VEHICLE REPAIRS & MAIN	1,500	1,500	1,500	214	14.3	1,286	214	1,500
20-5275-52-52430 MACHINERY EQUIPMENT-RE	20,000	20,000	20,000	7,459	37.3	12,541	7,459	20,000
20-5275-52-52460 REPAIRS-WELLS,PUMPS,MO	35,000	35,000	35,000	25,763	73.6	9,237	25,763	35,000
TOTAL REPAIRS & MAINTENANCE	57,500	57,500	57,500	33,848	58.9	23,652	33,848	59,000

WATER/WASTEWATER

20-5275-53-53010 TESTING WATER AND WAST	32,000	32,000	32,000	33,078	103.4	(1,078)	33,078	56,650
20-5275-53-53040 WATER FEES-MANVILLE	650	650	650	2,220	341.6	(1,570)	2,220	3,000
20-5275-53-53160 WASTEWATER FEES-AUSTIN	125,000	125,000	125,000	381,264	305.0	(256,264)	381,264	0
TOTAL WATER/WASTEWATER	157,650	157,650	157,650	416,562	264.2	(258,912)	416,562	59,650

CONTRACTED SERVICES

20-5275-54-51165 ENGINEERING/PLANNING S	1,200	1,200	1,200	2,076	173.0	(876)	2,076	112,002
20-5275-54-51440 LEGAL FEES	0	0	0	15	0.0	(15)	15	0
20-5275-54-53150 SLUDGE DISPOSAL	15,000	15,000	15,000	95,919	639.5	(80,919)	95,919	127,000
TOTAL CONTRACTED SERVICES	16,200	16,200	16,200	98,010	605.0	(81,810)	98,010	239,002

CAPITAL OUTLAY < \$5K

20-5275-57-52400 MACHINERY EQUIPMENT-PURCHASES	5,000	5,000	5,000	0	0.0	5,000	0	5,000
TOTAL CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	0	0.0	5,000	0	5,000

CAPITAL OUTLAY > \$5K

20-5275-58-52400 MACHINERY EQUIPMENT-PU	15,000	15,000	15,000	0	0.0	15,000	0	15,000
20-5275-58-52410 CAPITAL OUTLAY	15,000	15,000	15,000	0	0.0	15,000	0	15,000
TOTAL CAPITAL OUTLAY > \$5K	30,000	30,000	30,000	0	0.0	30,000	0	30,000

TOTAL WASTEWATER EXPENDITURES	705,324	705,324	705,324	1,001,515	142.0	(296,191)	1,001,453	949,882
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NON-DEPARTMENTAL EXPENDITURES	FY 2020-21 ACTUAL	FY 2020-21 ORIG. BUDGET	FY 2020-21 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/06/2021	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2021-22 BUDGET
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CAPITAL OUTLAY > \$5K

20-5999-58-58005 2016 CO BOND EXPENSES	236,704	236,704	236,704	1,302,397	550.2	(1,065,693)	1,302,397	
TOTAL CAPITAL OUTLAY > \$5K	236,704	236,704	236,704	1,302,397	550.2	(1,065,693)	1,302,397	0

TRANSFERS

20-5999-59-60010 TRANSFERS TO CPF	0	0	0	0	0.0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	0

TOTAL NON-DEPARTMENTAL EXPENDITURES	236,704	236,704	236,704	1,302,397	550.2	(1,065,693)	1,302,397	0
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TOTAL EXPENDITURES	3,759,116	3,759,116	3,759,117	4,724,350	125.7	(965,232)	4,724,288	4,408,683
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REVENUES OVER/(UNDER) EXPENDITURES	73,042	73,042	73,042	-276,264		349,306	(276,202)	80,891
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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing on the FY2021-2022 Proposed Property Tax Rate of the City of Manor, Texas.

BACKGROUND/SUMMARY:

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

- FY 2021-2022 Proposed Property Tax Rate

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council conduct the first public hearing on the FY2021-2022 Proposed Property Tax Rate of the City of Manor, Texas.

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

CERTIFICATION OF 2021 TAX RATE AND HEARING UPLOAD

The following information was certified to the TX taxing unit portal for use on the tax transparency website by lcollins@cityofmanor.org on 2021-08-09 10:57:51

<p>CITY OF MANOR 5122725555 105 E Eggleston St/ PO Box 387 www.cityofmanor.org ASSESSOR COLLECTOR BRUCE ELFANT</p>	<p>TAXING UNIT</p>
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WEBSITE RATES

ADOPTED RATE	0.7827
PROPOSED RATE	0.7827
VOTER APPROVAL RATE	0.7667
NO NEW REVENUE RATE	0.7617

ADOPTED RATE DOCUMENTS UPLOADED (YES OR NO)	NO
NO NEW REVENUE RATE DOCUMENTS UPLOADED (YES OR NO)	NO

HEARINGS

Description	Date & Time	Location	Hearing Notice Document
Public Hearing Tax Rate 2021-2022	2021-09-01 19:00:00	105 E Eggleston St Manor, TX 78653	NO
Public Hearing Tax Rate 2021-2022	2021-09-15 19:00:00	105 E Eggleston St Manor, TX 78653	NO

PREPARED BY



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- August 18, 2021, City Council Regular Meeting; and
- August 23, 2021, City Council Called Special Session

BACKGROUND/SUMMARY:

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

- August 18, 2021, City Council Regular Meeting; and
- August 23, 2021, City Council Called Special Session

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the City Council Minutes of the August 18, 2021, City Council Regular Meeting and August 23, 2021, City Council Called Special Session.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
AUGUST 18, 2021**

PRESENT:

Dr. Larry Wallace Jr., Mayor (Absent)

COUNCIL MEMBERS:

- Dr. Christopher Harvey, Mayor Pro Tem, Place 3
- Emily Hill, Place 1
- Anne Weir, Place 2 (Absent)
- Sonia Wallace, Place 4
- Deja Hill, Place 5
- Gene Kruppa, Place 6

CITY STAFF:

- Thomas Bolt, City Manager
- Lluvia T. Almaraz, City Secretary
- Denver Collins, Captain
- Scott Dunlop, Development Services Director
- Tracey Vasquez, HR Manager
- Debbie Charbonneau, Heritage and Tourism Manager
- Michael Tuley, Director of Public Works
- Sarah Friberg, Court Administrator
- Paige Saenz, City Attorney

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Pro Tem Harvey at 7:05 p.m. on Wednesday, August 18, 2021, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Harvey led the Pledge of Allegiance.

PRESENTATIONS

A. Recognition of outgoing City Manager Thomas Bolt, presented by Mayor Wallace.

HR Manager Vasquez read a declaration in recognition on City Manager's retirement.

City Manager Bolt thanked everyone and City Council for their support throughout his years of service.

Council Member Kruppa thanked City Manager Bolt for his service to the city and the community and wished him well on his retirement.

Council Member Deja Hill thanked City Manager Bolt for his guidance and for his commitment to serve the City of Manor.

Council Member Wallace thanked City Manager Bolt for his kindness.

Council Member Emily Hill thanked City Manager Bolt for his professionalism and for his care to the community.

Mayor Pro Tem Harvey thanked City Manager Bolt for being a champion to the City of Manor and presented a plaque of recognition.

PUBLIC COMMENTS

No one appeared at this time.

REPORTS

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

A. 2050 Comprehensive Plan

Chance Sparks with Freese and Nichols presented and discussed the attached PowerPoint Presentation on the Manor Comprehensive Plan. Mr. Sparks gave an overview of the Community Survey #1.

The discussion was held regarding senior housing and affordability.

There was no further discussion.

At the direction of Mayor Pro Tem Harvey, Mayor Wallace was connected via telephone to thanked City Manager Bolt for his dedication and service to the city. Mayor Wallace also expresses his gratitude for his mentorship and support while in office. Mayor Wallace read and presented the Mayors Impact Award to City Manager Bolt.

PUBLIC HEARINGS

1. **Public Hearing:** Conduct a public hearing on an ordinance rezoning 1.103 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Johnson Road, Manor, TX from Two-Family (TF) to Medium Commercial (C-2). *Applicant: BGE, Inc. Owner: DR Horton*

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

Mayor Pro Tem Harvey opened the public hearing.

Development Services Director Dunlop discussed the rezoning request.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Emily Hill, to close the Public Hearing.

There was no further discussion.

Motion to close carried 5-0

2. **Public Hearing:** Conduct a public hearing on an ordinance rezoning 39.995 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Light Industrial (IN-1) to Institutional Large (I-2). *Applicant: ADM Group Owner: Manor Independent School District*

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

Mayor Pro Tem Harvey opened the public hearing.

Development Services Director Dunlop discussed the rezoning request.

TJ Sanders, ADM Group Inc., 100 Congress Ave., Suite 2000 Austin, TX 78701, submitted a speaker card in support of this item; however, he did not wish to speak but was available to address any question posed by the City Council.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to close the Public Hearing.

There was no further discussion.

Motion to close carried 5-0

3. **Public Hearing:** Conduct a public hearing on an ordinance rezoning 75.37 acres, more or less, out of the Sumner Bacon Survey No. 62, and being located at 14832 N. FM 973, Manor, TX from Agricultural (A) to Institutional Large (I-2). Applicant: Claycomb Associates Owner: Manor Independent School District

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

Mayor Pro Tem Harvey opened the public hearing.

Development Services Director Dunlop discussed the rezoning request.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Emily Hill, to close the Public Hearing.

There was no further discussion.

Motion to close carried 5-0

4. **Public Hearing:** Conduct a public hearing on an ordinance rezoning 1.004 acres, more or less, Lot 2A, Block 1, Knoll-Lundgren Acres Lot 2 Revised Plat, and being located at 14409 N. FM 973, Manor, TX from Medium Commercial (C-2) to Heavy Commercial (C-3). Applicant: CLGann, LC Owner: LEKCAM Communications, LLC

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

Mayor Pro Tem Harvey opened the public hearing.

Development Services Director Dunlop stated that the applicant had submitted a withdrawal on this request.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Emily Hill, to close the Public Hearing.

There was no further discussion.

Motion to close carried 5-0

CONSENT AGENDA

5. Consideration, discussion, and possible action to approve the City Council Minutes of the August 11, 2021, City Council Called Special Session.

6. Consideration, discussion, and possible action on the acceptance of the July 2021 Departmental Reports.

- **Police – Ryan Phipps, Chief of Police**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**
- **IT – Heath Ferguson, IT Manager**

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve the Consent Agenda with the Police Department Report revisions.

There was no further discussion.

Motion to approve carried 5-0

REGULAR AGENDA

7. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 1.103 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Johnson Road, Manor, TX from Two-Family (TF) to Medium Commercial (C-2). Applicant: BGE, Inc. Owner: DR Horton

The city staff recommended that the City Council approve a first reading of an ordinance rezoning 1.103 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Johnson Road, Manor, TX from Two-Family (TF) to Medium Commercial (C-2).

The discussion was held regarding the development of sidewalks and stop lights.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve the first reading of an ordinance rezoning 1.103 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Johnson Road, Manor, TX from Two-Family (TF) to Medium Commercial (C-2).

There was no further discussion.

Motion to approve carried 5-0

8. **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 39.995 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Light Industrial (IN-1) to Institutional Large (I-2). *Applicant: ADM Group Owner: Manor Independent School District*

The city staff recommended that the City Council approve a first reading of an ordinance rezoning 39.995 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Light Industrial (IN-1) to Institutional Large (I-2).

TJ Sanders, ADM Group Inc., 100 Congress Ave., Suite 2000 Austin, TX 78701, submitted a speaker card in support of this item; however, he did not wish to speak but was available to address any question posed by the City Council.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve a first reading of an ordinance rezoning 39.995 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Light Industrial (IN-1) to Institutional Large (I-2).

There was no further discussion.

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

9. **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 75.37 acres, more or less, out of the Sumner Bacon Survey No. 62, and being located at 14832 N. FM 973, Manor, TX from Agricultural (A) to Institutional Large (I-2). *Applicant: Claycomb Associates Owner: Manor Independent School District*

The city staff recommended that the City Council approve a first reading of an ordinance rezoning 75.37 acres, more or less, out of the Sumner Bacon Survey No. 62, and being located at 14832 N. FM 973, Manor, TX from Agricultural (A) to Institutional Large (I-2).

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Deja Hill, to approve a first reading of an ordinance rezoning 75.37 acres, more or less, out of the Sumner Bacon Survey No. 62, and being located at 14832 N. FM 973, Manor, TX from Agricultural (A) to Institutional Large (I-2).

There was no further discussion.

Motion to approve carried 5-0

10. Consideration, discussion, and possible action on an ordinance rezoning 1.004 acres, more or less, Lot 2A, Block 1, Knoll-Lundgren Acres Lot 2 Revised Plat, and being located at 14409 N. FM 973, Manor, TX from Medium Commercial (C-2) to Heavy Commercial (C-3). Applicant: CLGann, LC Owner: LEKCAM Communications, LLC

The city staff recommended that the City Council accept the withdrawal request for 1.004 acres, more or less, Lot 2A, Block 1, Knoll-Lundgren Acres Lot 2 Revised Plat, and being located at 14409 N. FM 973, Manor, TX from Medium Commercial (C-2) to Heavy Commercial (C-3).

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Deja Hill, to accept the withdrawal request for 1.004 acres, more or less, Lot 2A, Block 1, Knoll-Lundgren Acres Lot 2 Revised Plat, and being located at 14409 N. FM 973, Manor, TX from Medium Commercial (C-2) to Heavy Commercial (C-3).

There was no further discussion.

Motion to accept carried 5-0

11. Consideration, discussion, and possible action on a Final Plat for the Compass Rose Subdivision, one (1) lot on 13.189 acres, more or less, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX. Applicant: Kimley-Horn and Associates Owner: FM 973 Building Hope, LLC

The city staff recommended that the City Council approve a Final Plat for the Compass Rose Subdivision, one (1) lot on 13.189 acres, more or less, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX.

Development Services Director Dunlop discussed the proposed final plat for the Compass Rose Subdivision.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve a Final Plat for the Compass Rose Subdivision, one (1) lot on 13.189 acres, more or less, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX.

There was no further discussion.

Motion to approve carried 5-0

12. Consideration, discussion, and possible action on the Rose Hill Public Improvement District Amended and Restated Service and Assessment Plan.

The city staff recommended that the City Council approve the Rose Hill Public Improvement District Amended and Restated Service and Assessment Plan.

Alison Snyder with P3Works discussed the Rose Hill PID Amended and Restated Service Plan.

The discussion was held regarding the clarification on the addition of the Definitions Section.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Deja Hill, to approve the Rose Hill Public Improvement District Amended and Restated Service and Assessment Plan.

There was no further discussion.

Motion to approve carried 5-0

13. Consideration, discussion, and possible action on the Lagos Public Improvement District 2021 Annual Service Plan Update.

The city staff recommended that the City Council approve the Lagos Public Improvement District 2021 Annual Service Plan Update.

Alison Snyder with P3Works briefly discussed the Lagos PID 2021 Annual Service Plan Update.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve the Lagos Public Improvement District 2021 Annual Service Plan Update.

There was no further discussion.

Motion to approve carried 5-0

14. Consideration, discussion, and possible action on a purchase of a restroom building from CorWorth BuyBoard contract#592-19 and the site preparation fee in the amount of \$30,000.

The city staff recommended that the City Council approve the purchase of the CorWorth restroom building and the site preparation fee in the amount of \$30,000.

Director of Finance Collins discussed the proposed purchase of a restroom building for Timmermann Park.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve the purchase of the CorWorth restroom building and the site preparation fee in the amount of \$30,000 and for the Model to be picked on a later date.

The discussion was held regarding the clarification on the different models that were being presented.

Director of Finance Director stated that staff was recommending the purchase of Model B212 for the amount of \$137, 836.00 due to the additional features that were being provided.

The discussion was held regarding ADA compliance requirements for the facility.

The discussion was held regarding the clarification on no's of stalls and size of restrooms.

The discussion was held regarding the clarification on the preparation fees.

Council Member Kruppa amended his motion.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve the purchase of the CorWorth restroom building Model B212 for the amount of \$137, 836.00 and the site preparation fee in the amount of \$30,000.

There was no further discussion.

Motion to approve carried 5-0

15. Consideration, discussion, and possible action on canceling the October 6, 2021, Regular City Council Meeting and setting a Called Special Session.

The city staff recommended that the City Council cancel the October 6, 2021, Regular City Council Meeting and set a Called Special Session for Wednesday, October 27, 2021, at 7:00 p.m.

City Manager Bolt stated due to the TML 109th Annual Conference on October 6th and the majority of City Council was attending there would be no quorum present for the meeting. He stated there were development deadlines that had to be met before a certain time; therefore, staff was recommending a Called Special Session.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Deja Hill, to cancel the October 6, 2021, Regular City Council Meeting and set a Called Special Session for Wednesday, October 27, 2021, at 7:00 p.m.

There was no further discussion.

Motion to approve carried 5-0

Mayor Pro Tem Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:42 p.m. on Wednesday, August 18, 2021, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.074 (Personnel Matters) to deliberate the employment and appointment of the City Manager; and to deliberate the appointment of an Interim City Manager* at 8:42 p.m. on Wednesday, August 18, 2021.

The Executive Session was adjourned at 9:54 p.m. on Wednesday, August 18, 2021.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 9:54 p.m. on Wednesday, August 18, 2021.

Mayor Pro Tem Harvey opened the floor for action to be taken on the items discussed in the Executive Session.

There was no action taken.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 9:54 p.m. on Wednesday, August 18, 2021.

These minutes approved by the Manor City Council on the 1st day of September 2021.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
AUGUST 23, 2021
Via Telephone/Video Conference
(Zoom Meeting)**

The meeting was live streamed on Manor Facebook Live beginning at 7:30 p.m.
<https://www.facebook.com/cityofmanor/>

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council special meeting scheduled for Monday, August 23rd, was only open to the public via remote access.

The following instructions were provided to the general public.

Instructions for Public Speaking:

- Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting www.cityofmanor.org where a registration link will be posted on the calendar entry for each public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the videoconference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

Upon receiving instructions to join zoom meeting the following rules will apply:

- All speakers must address their comments to the Mayor rather than to individual Council Members or city staff. Speakers should speak clearly into their device and state their name and address prior to beginning their remarks. Speakers will be allowed three (3) minutes for testimony. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the meeting.

Mayor Wallace advised that all votes would be conducted by a Roll Call Vote, meaning each City Council Member would be called on separately to cast their vote.

PRESENT VIA ZOOM:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

Dr. Christopher Harvey, Mayor Pro Tem, Place 3
Emily Hill, Place 1
Anne Weir, Place 2 (Absent)
Sonia Wallace, Place 4
Deja Hill, Place 5
Gene Kruppa, Place 6

CITY STAFF:

Scott Dunlop, Development Services Director
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Lydia Collins, Director of Finance
Tracey Vasquez, HR Manager
Paige Saenz, City Attorney

SPECIAL SESSION – 7:30 P.M.

With a quorum of the Council Members present via video/telephone conference, the special session of the Manor City Council was called to order by Mayor Wallace at 7:30 p.m. on Monday, August 23, 2021.

PLEDGE OF ALLEGIANCE

At the direction of Mayor Wallace, Council Member Emily Hill, led the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments received prior to the meeting.

Mayor Wallace adjourned the special session of the Manor City Council into Executive Session at 7:32 p.m. on Monday, August 23, 2021, in accordance with the requirements of the Open Meetings Law.

At the direction of Mayor Wallace, Chief of Police Phipps and Director of Finance Collins joined executive session via zoom.

At the direction of Mayor Wallace, City Attorney Saenz and HR Manager Vasquez joined the executive session via zoom.

At the direction of Mayor Wallace, Development Services Director Dunlop joined the executive session via zoom.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in – *Section 551.074 (Personnel Matters) Texas Government Code, to deliberate the employment of the City Manager; and to deliberate the appointment of an Interim City Manager* at 7:32 p.m. on Monday, August 23, 2021.

The Executive Session was adjourned at 10:20 p.m. on Monday, August 23, 2021.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 10:20 p.m. on Monday, August 23, 2021.

Mayor Wallace opened the floor for action to be taken on the items discussed in the Executive Session.

Section 551.074 (Personnel Matters) Texas Government Code, to deliberate the appointment of an Interim City Manager.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to appoint Scott Dunlop, Development Services Director as Interim City Manager.

Council Member Deja Hill asked for clarification on the effective date of appointment.

Mayor Wallace asked Council Member Kruppa if he would accept an amendment to his motion for the appointment to take effective after the City Manager’s retirement.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to appoint Scott Dunlop, Development Services Director as Interim City Manager, effective after the City Manager retires.

There was no further discussion.

Motion to approve carried 6-0

Section 551.074 (Personnel Matters) Texas Government Code, to deliberate the employment of the City Manager.

MOTION: Upon a motion made by Council Member Kruppa to reconsider the hiring of the City Manager and continue the search until City Council made a firm decision on the City Manager position.

Mayor Wallace asked for an amended motion that City Council had decided to republish the City Manager’s position and go with a Firm to hire the new City Manager and to select the Firm at the next City Council meeting.

Council Member Kruppa accepted the amended motion.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Mayor Pro Tem Harvey to republish the City Manager’s position and go with a Firm to hire the new City Manager and for the Firm to be selected at the next City Council meeting.

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 10:23 p.m. on Monday, August 23, 2021.

These minutes approved by the Manor City Council on the 1st day of September 2021.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on a first reading of an ordinance rezoning 1.103 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Johnson Road, Manor, TX from Two-Family (TF) to Medium Commercial (C-2).

Applicant: BGE, Inc.

Owner: DR Horton

BACKGROUND/SUMMARY:

They are requesting to rezone a couple of the Two-Family lots to C-2 Medium Commercial to increase lot size of the adjacent C-2 lot.

Planning and Zoning Commission voted 5-0 to approve

First Reading was approved by City Council on 8/18/2021

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance No.618
- Letter of Intent
- Rezoning Exhibit

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the second and final reading of Ordinance No. 618 rezoning 1.103 acres, more or less, out of the Greenbury Gates Survey No. 63 and being near the intersection of N. FM 973 and Johnson Road, Manor, TX from Two-Family (TF) to Medium Commercial (C-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. 618

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

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

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

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

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

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

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

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Two-Family (TF) to zoning district Medium Commercial (C-2). The Property is accordingly hereby rezoned to Medium Commercial (C-2).

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

ORDINANCE NO. 618

Page 2

PASSED AND APPROVED FIRST READING on this the 18th day of August 2021.

PASSED AND APPROVED SECOND AND FINAL READING on this the 1st day of September 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Legal Description:

FIELD NOTES FOR A 1.103 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS, AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.103 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas, and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of the above described Wolf 50.36 acre tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+082.619-31.694 LT" found at the intersection of the east right-of-way line of said F.M. 973 and the north right-of-way line of said Arnhamn Lane and at the southwest corner of a called 2.899 acre tract of land described as Tract One as conveyed to John Keer and Sandy Keer by General Warranty Deed recorded in Document Number 2009185727 of the Official Public Records of Travis County, Texas, bears N 27°26'20" E a distance of 50.00 feet; Thence, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, S 27°26'20" W a distance of 932.12 feet to a calculated point for the most westerly northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, along a curve to the right, an arc distance of 39.14 feet, having a radius of 25.00 feet, a central angle of 89°42'39" and chord which bears N 72°17'40" E a distance of 35.27 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 297.09 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 27°08'59" W a distance of 149.50 feet to a calculated point for the southeast corner of the herein described tract;

ORDINANCE NO. 618**Page 4**

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W a distance of 322.72 feet to a calculated point on the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract for the southwest corner of the herein described tract, from which a found TXDOT Type I Concrete Monument bears S 27°26'20" W a distance of 683.04 feet;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 124.63 feet to the POINT OF BEGINNING and containing 1.103 acres of land, more or less.



July 15, 2021

City of Manor – Development Services
Rezoning
105 E. Eggleston Street
Manor, Texas 78653

Re: Rezoning Letter of Intent
1.103 ac. Of the Palomino Tract
East of FM 973 between Arnhamn Lane & Johnson Rd, Manor, Texas

This letter of intent has been prepared on behalf of 'DR Horton' as a part of the Rezoning efforts for the Palomino Tract in Manor, Texas. The 50.36-acre tract (Property ID 259152) was previously rezoned to Two-Family (TF) and Medium Commercial (C-2) under case number 2020-P-1266-ZO. This zoning application requests that a 1.103-acre portion of the Two-Family (TF) zoned area be rezoned to Medium Commercial (C-2) to create a larger commercial tract. The tract will be developed in accordance with the City of Manor Code of Ordinances such that there are minimal impacts to the surrounding tracts.

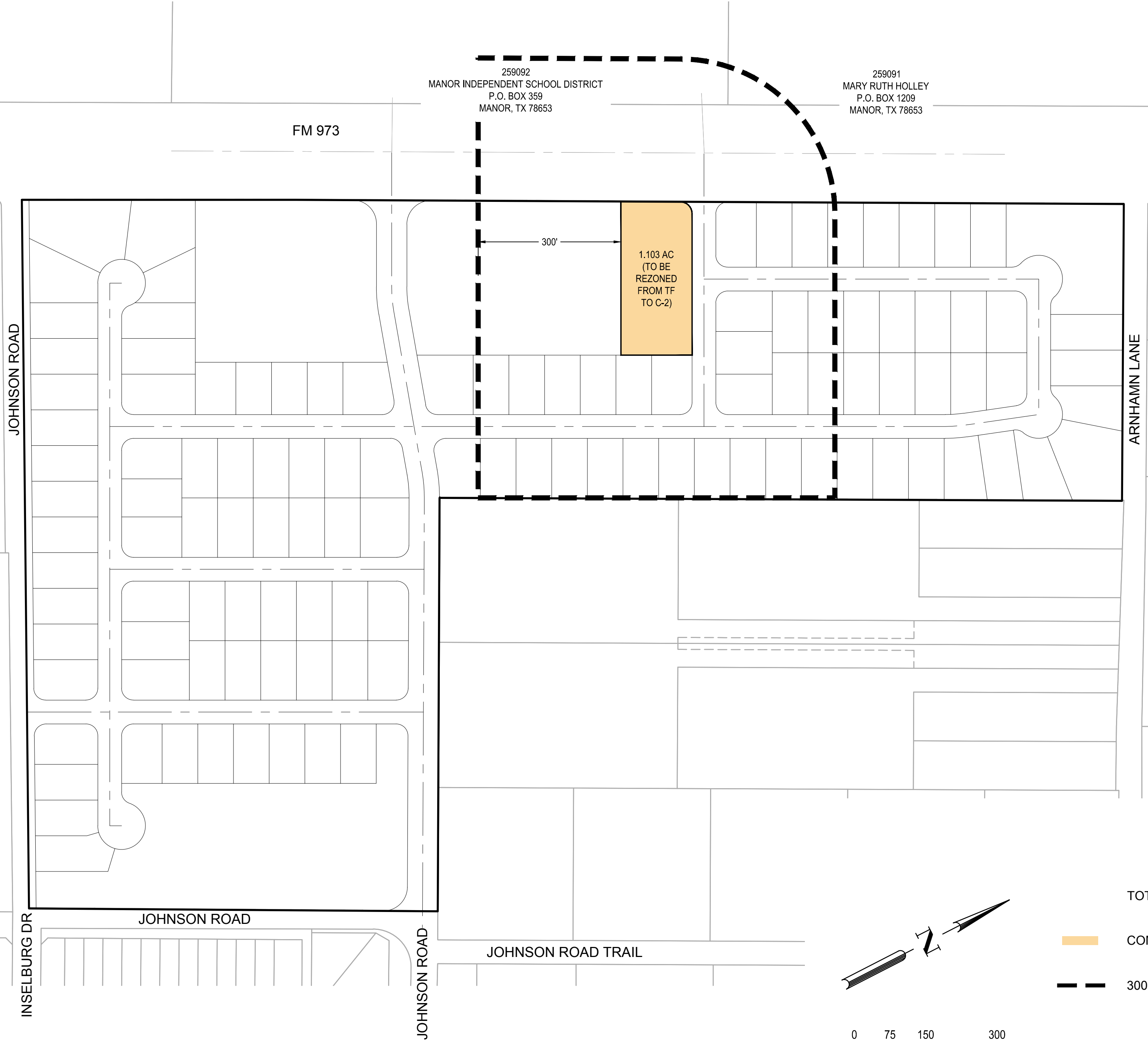
Should you have any further inquiries about the intent of the development or impacts on the surrounding community, please feel free to contact me at (512) 879-0477 or jkim@bgeinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Kim'.

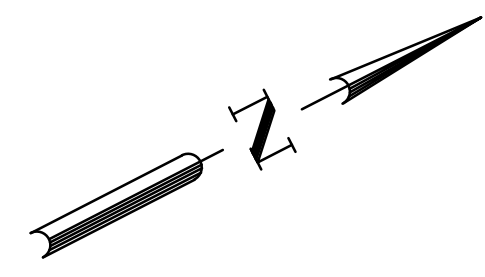
John Kim, P.E.
Project Manager, Land Development
BGE, Inc.
TBPE Firm #F-1046

PALOMINO REZONING EXHIBIT



TOTAL AREA: 1.103 AC.

- COMMERCIAL (C-2) 1.103 AC
- 300' PROPERTY NOTIFICATION SETBACK



ORDINANCE NO. 619

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT INDUSTRIAL (IN-1) TO INSTITUTIONAL LARGE (I-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Industrial (IN-1) to zoning district Institutional Large (I-2). The Property is accordingly hereby rezoned to Institutional Large (I-2).

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

ORDINANCE NO. 619

PASSED AND APPROVED FIRST READING on this the 18th day of August 2021.

PASSED AND APPROVED SECOND AND FINAL READING on this the 1st day of September 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Legal Description:

Being a 40.00 acre tract out of the remaining portion of a called 116.14 acre tract described unto the Butler Family Partnership as Tract 1 in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T) situated in the Greenbury Gates Survey Number 63 and being more particularly described by metes and bounds as follows (bearings and distances cited herein are grid based on the Texas State Plane Coordinate System, Central Zone NAD 83):

BEGINNING at a found ½-inch iron rod with cap stamped Holt Carlson (N: 10,104,364.22, E: 3,179,164.02) on the West right-of-way (ROW) of F.M. 973 (variable width ROW) being the Southeast corner of a called 1.069 acre tract deed unto Julio C. Mireles in document number 2015111013 Official Public Records of Travis County, Texas (O.P.R.T.C.T.) and the Northeast corner of this tract;

THENCE, South 27°43'38" West, with the West ROW of said F.M. 973, a distance of 963.40 feet to a found ½-inch iron rod with cap stamped R & P Surveying for the Southeast corner of this tract;

THENCE, North 62°02'58" West, departing the West ROW of said F.M. 973 and crossing said 116.14 acres, a distance of 1,803.25 feet to a found ½-inch iron rod with cap stamped R & P Surveying on the East line of said 116.14 acres same being the West line of a called XXX acre tract described in deed unto Travis XXX from whence a ½-inch iron rod at an angle point of the original 116.14 acres bears XXX;

THENCE, North 27°06'23" East, with the West line of said 116.14 acres same being the East line of said XXXX, a distance of 963.41 feet to a found ½-inch iron rod for the Northwest corner of said 116.14 acres and this tract;

THENCE, South 62°03'09" East, with the North line of said 116.14 acres a distance of 1,813.68 feet to the POINT OF BEGINNING containing 39.995 acres more or less.



adm group, inc.
2100 west 15th street
tempe, arizona 85281
480.285.3800

admgrouppinc.com

July 9, 2021

Development Services Department
City of Manor
105 E. Eggleston Street
Manor, TX 78653

Re: Letter of Intent in support of Zoning Change

**Subj: Manor Independent School District
Greenbury Gates Survey #63, Manor, TX 78653**

The applicant is seeking to rezone the subject 40.00-acre parcel from **(IN-1) Light Industrial** to an **(I) Institutional** zoning district. The adjacent parcels are zoned **(C-2) Medium Commercial, (A) Agricultural, C-1 Light Commercial,** and **R-1 Single Family Residential.**

The existing property is currently vacant, and the zoning change is appropriate to allow construction of a new 120,000 square foot K-8 campus including school buildings, play fields, parking, and internal roadway circulation for Manor ISD.

Per the City of Manor Zoning map (attached), **(I) Institutional** is the appropriate zoning for the proposed development. All other Manor ISD facilities are zoned **(I) Institutional.** In addition, we have prepared a side-by-side comparison (attached) of the two districts to illustrate that the zoning change will not have a negative impact on the adjacent property owners.

Thank you for your consideration. Please do not hesitate to contact me with any questions.

Sincerely,

ADM Group, Inc.

A handwritten signature in black ink that reads "Jenifer Weskalnies".

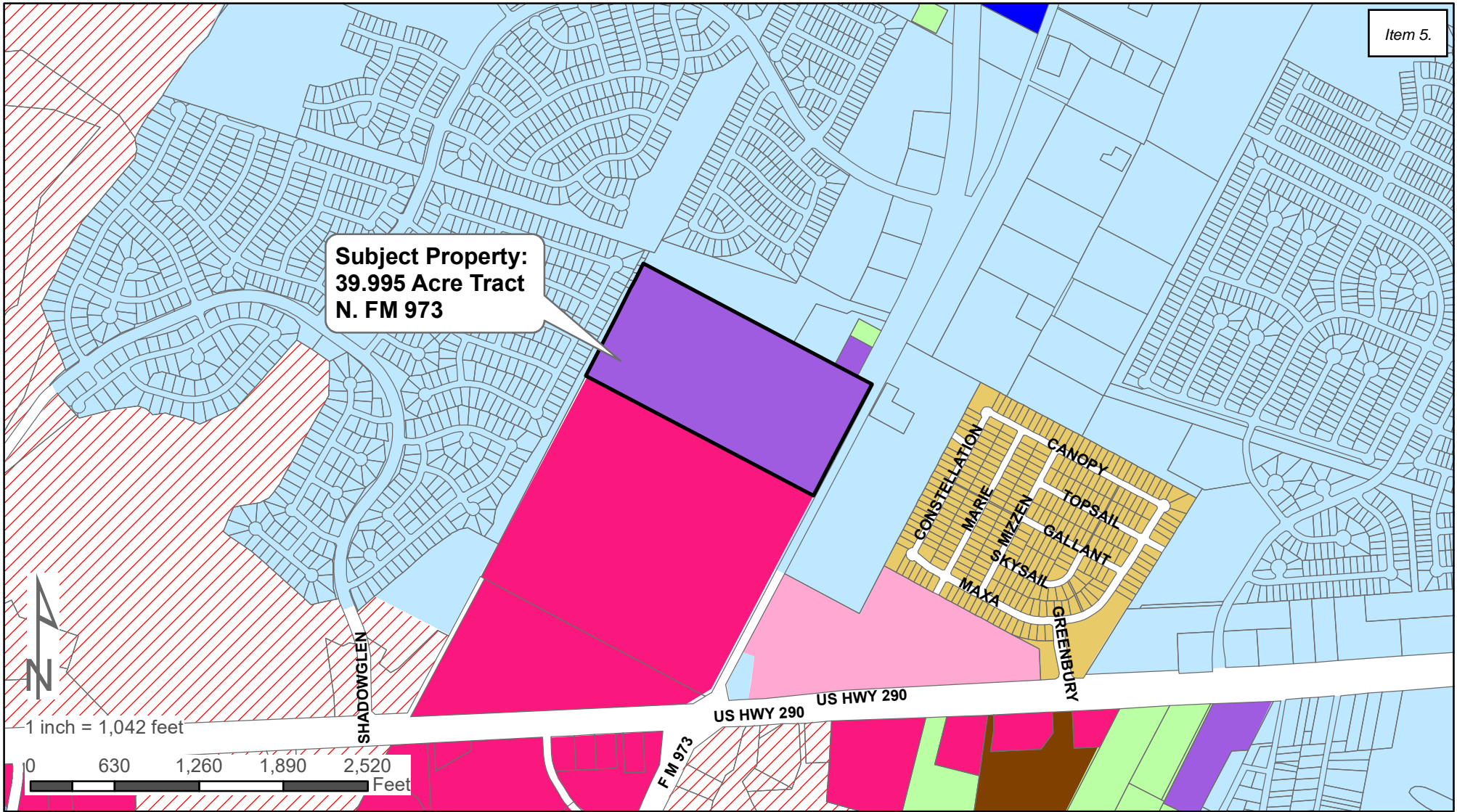
Jenifer Weskalnies
Director of Architecture

JW:jw

cc: Project File 7106-100

Attachments: City of Manor Zoning Map, Side-by-side zoning comparison

**Subject Property:
39.995 Acre Tract
N. FM 973**



Proposed Zoning: I-2 Institutional Large

*Current Zoning:
IN-1 Light Industrial*

Zone	
■ A - Agricultural	■ MH-1 - Manufactured Home
■ SF-1 - Single Family Suburban	■ I-1 - Institutional Small
■ SF-2 - Single Family Standard	■ I-2 - Institutional Large
■ TF - Two Family	■ GO - General Office
■ MF-1 - Multi-Family 15	■ C-1 - Light Commercial
■ MF-2 - Multi-Family 25	■ 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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 75.37 acres, more or less, out of the Sumner Bacon Survey No. 62, and being located at 14832 N. FM 973, Manor, TX from Agricultural (A) to Institutional Large (I-2).

Applicant: Claycomb Associates

Owner: Manor Independent School District

BACKGROUND/SUMMARY:

The Senior High School tract was annexed in 2017 and zoned Agricultural as that is the default zoning after annexation if a permanent zoning category is not requested. The District is proposing various site improvements on the property and part of those improvements is having permanent zoning in place as well as platting the property.

Planning and Zoning Commission voted 5-0 to approve

First Reading was approved by City Council on 8/18/2021

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance No. 620
- Letter of Intent
- Rezoning Exhibit

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 620 rezoning 75.37 acres, more or less, out of the Sumner Bacon Survey No. 62, and being located at 14832 N. FM 973, Manor, TX from Agricultural (A) to Institutional Large (I-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. 620

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO INSTITUTIONAL LARGE (I-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Agricultural (A) to zoning district Institutional Large (I-2). The Property is accordingly hereby rezoned to Institutional Large (I-2).

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

ORDINANCE NO. 620

PASSED AND APPROVED FIRST READING on this the 18th day of August 2021.

PASSED AND APPROVED SECOND AND FINAL READING on this the 1st day of September 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Address:
14832 N. FM 973, Manor, TX 78653

Property Legal Description:

Being 75.37 acres out of the Sumner Bacon Survey No. 62 in Travis County, Texas, being all of that tract called 80.145 acres in deed recorded in Volume 11558, Page 472, Real Property Records, Travis County, Texas, save and except a 1.50 acre tract survey simultaneously with this tract, and a tract called 3.266 acres in a deed to the State of Texas, recorded in Document No. 2000018956, Official Public Records, Travis County, Texas, as shown on accompanying survey plat, and the perimeter being more particularly described as follows:

Commencing for reference at a TXDOT Type II Monument found in the west line of F.M. 973 (R.O.W. varies).

THENCE, with the west line of F.M. 973, N 27°21'23" E, 1136.38' to a ½-inch iron pin set with plastic cap stamped "ARPENTEUR RPLS 4472", at the northeast corner of the remainder of a tract called 55.152 acres in deed to Dennis Anderson, et ux, recorded in Document No. 2003165124, Official Public Records, Travis County, Texas, at the southwest corner of said State of Texas 3.266 acre tract, for the southeast corner and PLACE OF BEGINNING of this tract from said point a TXDOT Type II Monument found bears, N 27°21'23" E. 26.70',

THENCE, with the north line of the remainder of said 55.152 acre tract, the south line of the remainder of said 80.145 acre tract, the south line of a 20' wide access easement recorded in Volume 1273, Page 417, Deed Records, Travis County, Texas and the south line of this tract, N 62°08'38" W, 2241.77' to a ½-inch iron pin set with plastic cap stamped "ARPENTEUR RPLS 4772" in the north of a tract called 60.292 acres in deed to James T. Lutz, et us, recorded in Document No. 2004172226, Official Public Records, Travis County, Texas, for the southwest corner of the remainder of said 80.145 acre tract, the southwest corner of said 1.50 acre tract, the southeast corner of a tract called 39.4 acres in a deed to James T. Lutz, et ux, recorded in Volume 6944, Page 780, Deed Records, Travis County, Texas, bears N 62°08'38" W, 100.00'.

THENCE, through the interior of the remainder of said 80.145 acre tract, with the east and north lines of said 1.50 acre tract, and the west line of this tract, the following two courses:

- 1) N 27°49'11" E. 400.00' to a ½-inch iron pin set with plastic cap stamped "ARPENTEUR RPLS 4772", for an angle point in the west line of this tract;
- 2) N 43°16'35" W, 622.30' to a ½-inch iron pipe found at an angle point in the north line of said 39.4 acre tract, at the northwest corner of said 1.50 acre tract, for an angle point in the west line of this tract, from said point, a ½-inch iron pin found at an angle point in the west line of said 1.50 acre tract bears, S 33°43'11" E, 555.95'.

ORDINANCE NO. 620

THENCE, with the north line of said 39.4 acre tract, the west line of said 8.145 acre tract, and the west line of this tract the following two courses:

- 1) N 62°31'16" W. 540.82' to a ½-inch iron pipe found at an interior ell [sic] corner in said 39.4 acre tract for an angle point in the west line of this tract;
- 2) N 27°52'41" E. 548.26', to a ½-inch iron pipe found in the south line of a tract called 40 acres in a deed to Kenneth and Joyce Sprinkles recorded in Volume 8947, Page 802, Real Property Records, Travis County, Texas, at the northwest corner of the remainder of said 80.145 acre tract, for the northwest corner of this tract.

THENCE, with the south line of said 40 acre tract, the south line of a tract called 94.133 acres in deed to Mary Ruth Holley recorded in Volume 4234, Page 732, Deed Records, Travis County, Texas, the north line of the remainder of said 80.145 acre tract, and the north line of this tract, S 62°32'36" E. 3361.37', to a ½-inch iron pin with TXDOT aluminum cap found in the west line of F.M. 973 at the southeast corner of the remainder of said Holley tract, the northwest corner of said 3.266 acre tract, for the northeast corner of this tract,

THENCE, with the west line of F.M. 973, the west line of said 3.266 acre tract and the east line of this tract, S 27°21'23" W. said course constitutes directional control for this survey, passing at 158.39', a TXDOT Type II Monument found, passing at 1142.72', a TXDOT Type II Monument found, in all, 1169.42', to the PLACE OF BEGINNING and containing 75.37 acres of land, more or less.



July 12, 2021

City of Manor
105 E Eggleston St
Manor, TX 78653
512.272.5555

Re: Rezoning Application for Manor ISD Senior High School Property ID 259092

The Manor ISD Senior High School Property (Property ID 259092) is currently zoned as A, agriculture. The property is incorrectly zoned as currently there is a high school located within the property boundaries that serves Manor ISD. Per correspondence with the City of Manor and district, the subject property listed above needs to be rezoned for Institutional Large (I-2).

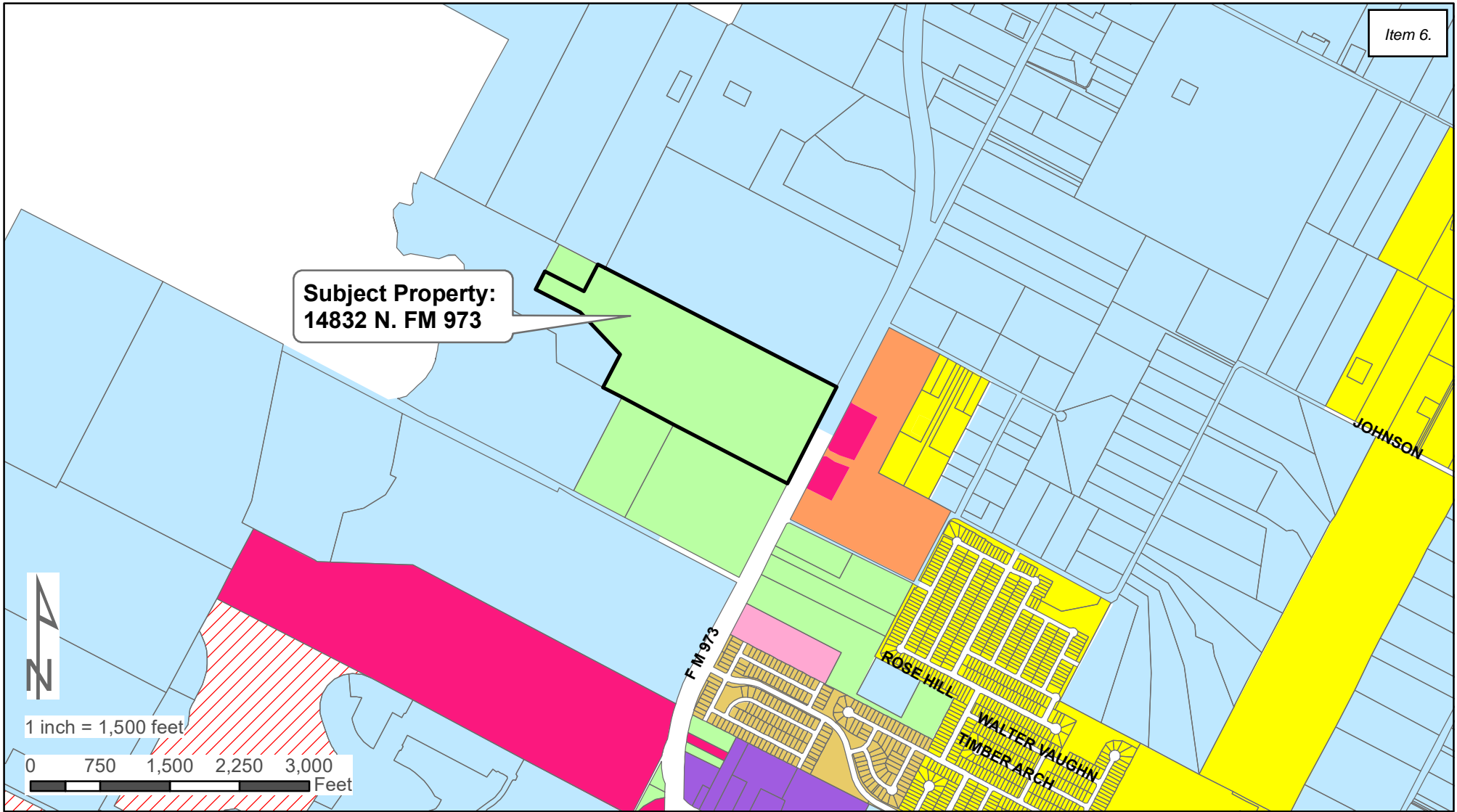
Best regards,

A handwritten signature in black ink, appearing to read 'Cody Holt'. The signature is fluid and cursive, with a large initial 'C' and 'H'.

Cody Holt
Claycomb Associates, Architects, Inc.

CC: Ryan Marcum, Director of Bonds and Construction – MISD

Subject Property:
14832 N. FM 973



Proposed Zoning: I-2 Institutional Large

Current Zoning:
A - Agricultural

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution accepting the petition for annexation of 30.8643 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

A voluntary annexation petition was submitted by petitioners to annex 30.8643 acres into the city limits.

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

- Resolution No. 2021-17
- Annexation Petition
- Exhibit B – Services Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council adopt Resolution No. 2021-17 accepting the petition for annexation of 30.8643 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

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

RESOLUTION NO. 2021-17

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 30.8643 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

WHEREAS, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

SECTION ONE: 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 TWO: The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 30.8643 acres of a tract of land out of the Greenberry Gates Survey No. 63, Abstract No. 315, in Travis County, Texas and being all of a called 31.02 acre tract conveyed to Elsie Frances Wier in Document No. 1999148737, Official Public Records of Travis County, Texas, being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of September 15, 2021. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

SECTION THREE: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

PASSED AND APPROVED this the 1st day of September 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Exhibit "A"
Subject Property Description
+/- 30.8643 Acres

Exhibit "A" – Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.8643 ACRES (1,344,450 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 31.02 ACRE TRACT CONVEYED TO ELSIE FRANCES WIER IN DOCUMENT #1999148737 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAVE AND EXCEPT A 1.5 CALLED ACRE TRACT CONVEYED TO GREYSTONE HOLDINGS, LLC, IN DOCUMENT #2005016761 (O.P.R.T.C.T.), SAID 30.8643 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the south right-of-way line of US Highway 290 (240' right-of-way), and being the northeast corner of said Greystone tract, and being the northwest corner of the remainder of said Wier tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 3/8-inch iron rod found bears, S11°00'39"W, a distance of 1.00 feet, and also from which, a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the northeast corner of a called 1.002 acre tract partially conveyed to Daniel Perez in Document #2012110051 (O.P.R.T.C.T.), and to Celia Enriquez-Felipe in Document #2015030029 (O.P.R.T.C.T.), and being the northwest corner of said Greystone tract, and being the northwest corner of said Wier tract bears, S85°56'14"W, a distance of 155.12 feet;

THENCE, with the south right-of-way line of said US 290 and the north line of said Wier tract, the following three (3) courses and distances:

- 1) **N85°56'14"E**, a distance of **778.45** feet to a disturbed TxDot Type 1 concrete monument found for the northeast corner hereof, and
- 2) **S03°55'51"E**, a distance of **158.46** feet to a leaning TxDot Type 1 concrete monument found for an angle point hereof, said point being in the called west line of an abandoned County Road (no dedication/vacation information found), and
- 3) **S61°43'23"E**, a distance of **30.06** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the called centerline of said abandoned County Road, and being a corner in the east line of said Wier tract;

THENCE, with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°05'58"W**, a distance of **1,791.29** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the intersection of the west line of a called 94.339 acre tract conveyed to Ginsel Family Ltd., in Document #2006248015 (O.P.R.T.C.T.), said tract being described by metes and bounds in Document #2004055639 (O.P.R.T.C.T.), and in Volume 3120, Page 698 of the Deed Records of Travis County, Texas (D.R.T.C.T.), with the called centerline of said abandoned County Road and the east line of said Wier tract;

THENCE, with the west line of said Ginsel tract, in conflict with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°58'47"W**, a distance of **334.74** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being at the intersection of the north line of Lot 22, Block 1 of Bell Farms, Phase Two-A, recorded in Document #200700061 (O.P.R.T.C.T.), with the west line of said Ginsel tract, from which a 1/2-inch iron rod with illegible cap found for the southwest corner of said Ginsel tract, and being the northwest corner of Lot 83, Block C of Final Plat of Carriage Hills Section Three, recorded in Document #201000127 (O.P.R.T.C.T.) bears, S27°58'47"W, a distance of 166.08 feet, and also from which, a calculated point for the northeast corner of said Lot 22, and being the southeast corner of said Wier tract bears, S73°23'16"E, a distance of 5.23 feet;

THENCE, with the common line of said Bell Farms, Phase Two-A, and said Wier tract, **N73°23'16"W**, passing at a distance of 173.07 feet, a 1/2-inch iron rod found at the northeast terminus of Carillon Way (60'

right-of-way), and being the northwest corner of said Lot 22, and continuing for a total distance of 374.66 feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being at the southeast corner of a called 3.20 acre tract conveyed to Faustino Canamero Cardero in Document #2018099283 (O.P.R.T.C.T.), and being in the north line of Lot 50, Block "D" of said Bell Farms, Phase Two-A, and being the southwest corner of said Wier tract;

THENCE, in part with the east line of said Cardero tract, in part with the east line of a called 1.0004 acre tract conveyed to Timothy W. Walker, Sr., in Document #2019011268 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Sammie Hutchinson in Volume 11789, Page 292 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Aguster Powell in Volume 5086, Page 1826 (D.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Jesse and Barbara Robertson in Volume 8731, Page 506 (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Pablo R. and Ana M. Mijares in Document #2014174956 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Anselma and San Juana Castro in Volume 13218, Page 4385 (R.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Lupe Hernandez in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Jose Guadalupe and Soni Hernandez in Document #2002181992 (O.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Frank D. Muniz in Volume 12117, Page 263 (R.P.R.T.C.T.), said tract described in Volume 2958, Page 888 (D.R.T.C.T.) and in Volume 4998, Page 777 (D.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Amy G. and Joseph Carlos Deleon in Document #2008194463 (O.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Hilaria Reyes in Volume 11799, Page 26 (R.P.R.T.C.T.), and with the west line of said Wier tract, **N10°53'27"E**, a distance of **1,486.93** feet to a calculated point for an exterior ell-corner hereof, said point being at the common corner of said Greystone tract, said Perez tract and said Reyes tract, from which a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the common north corner of said Greystone tract and said Perez tract, and being the northwest corner of said Wier tract bears, **N10°53'27"E**, a distance of 437.05 feet;

THENCE, over and across said Wier tract, with the south and east lines of the Greystone tract, the following two (2) courses and distances:

- 1) **N85°57'43"E**, a distance of **154.15** feet to a 1-inch iron pipe found for an interior ell-corner hereof, and
- 2) **N11°00'39"E**, passing at a distance of 436.36 feet, a 3/8-inch iron rod found, and continuing for a total distance of **437.36** feet to the **POINT OF BEGINNING**, and containing 30.8643 Acres (1,344,450 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835.dwg)


 7/31/2019
 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC



Exhibit "B"
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the "Subject Property");

WHEREAS, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *Chapter 43, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

WHEREAS, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

See attached and incorporated Exhibit "A"

SECTION TWO: Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services agreement.

SECTION THREE: Acknowledge and represent having received, read and understood the attached "draft" Service Agreement (proposed to be applicable to and adopted for the Subject Property) and that such "draft" Service Agreement is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

EXHIBIT “A”

Survey and Legal Lot Description

Exhibit "A" – Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.8643 ACRES (1,344,450 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 31.02 ACRE TRACT CONVEYED TO ELSIE FRANCES WIER IN DOCUMENT #1999148737 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAVE AND EXCEPT A 1.5 CALLED ACRE TRACT CONVEYED TO GREYSTONE HOLDINGS, LLC, IN DOCUMENT #2005016761 (O.P.R.T.C.T.), SAID 30.8643 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the south right-of-way line of US Highway 290 (240' right-of-way), and being the northeast corner of said Greystone tract, and being the northwest corner of the remainder of said Wier tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 3/8-inch iron rod found bears, S11°00'39"W, a distance of 1.00 feet, and also from which, a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the northeast corner of a called 1.002 acre tract partially conveyed to Daniel Perez in Document #2012110051 (O.P.R.T.C.T.), and to Celia Enriquez-Felipe in Document #2015030029 (O.P.R.T.C.T.), and being the northwest corner of said Greystone tract, and being the northwest corner of said Wier tract bears, S85°56'14"W, a distance of 155.12 feet;

THENCE, with the south right-of-way line of said US 290 and the north line of said Wier tract, the following three (3) courses and distances:

- 1) **N85°56'14"E**, a distance of **778.45** feet to a disturbed TxDot Type 1 concrete monument found for the northeast corner hereof, and
- 2) **S03°55'51"E**, a distance of **158.46** feet to a leaning TxDot Type 1 concrete monument found for an angle point hereof, said point being in the called west line of an abandoned County Road (no dedication/vacation information found), and
- 3) **S61°43'23"E**, a distance of **30.06** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the called centerline of said abandoned County Road, and being a corner in the east line of said Wier tract;

THENCE, with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°05'58"W**, a distance of **1,791.29** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the intersection of the west line of a called 94.339 acre tract conveyed to Ginsel Family Ltd., in Document #2006248015 (O.P.R.T.C.T.), said tract being described by metes and bounds in Document #2004055639 (O.P.R.T.C.T.), and in Volume 3120, Page 698 of the Deed Records of Travis County, Texas (D.R.T.C.T.), with the called centerline of said abandoned County Road and the east line of said Wier tract;

THENCE, with the west line of said Ginsel tract, in conflict with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°58'47"W**, a distance of **334.74** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being at the intersection of the north line of Lot 22, Block I of Bell Farms, Phase Two-A, recorded in Document #200700061 (O.P.R.T.C.T.), with the west line of said Ginsel tract, from which a 1/2-inch iron rod with illegible cap found for the southwest corner of said Ginsel tract, and being the northwest corner of Lot 83, Block C of Final Plat of Carriage Hills Section Three, recorded in Document #201000127 (O.P.R.T.C.T.) bears, S27°58'47"W, a distance of 166.08 feet, and also from which, a calculated point for the northeast corner of said Lot 22, and being the southeast corner of said Wier tract bears, S73°23'16"E, a distance of 5.23 feet;

THENCE, with the common line of said Bell Farms, Phase Two-A, and said Wier tract, **N73°23'16"W**, passing at a distance of 173.07 feet, a 1/2-inch iron rod found at the northeast terminus of Carillon Way (60'

right-of-way), and being the northwest corner of said Lot 22, and continuing for a total distance of **374.66** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being at the southeast corner of a called 3.20 acre tract conveyed to Faustino Canamero Cardero in Document #2018099283 (O.P.R.T.C.T.), and being in the north line of Lot 50, Block "D" of said Bell Farms, Phase Two-A, and being the southwest corner of said Wier tract;

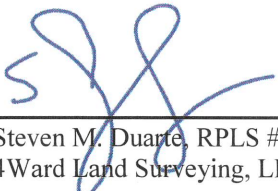
THENCE, in part with the east line of said Cardero tract, in part with the east line of a called 1.0004 acre tract conveyed to Timothy W. Walker, Sr., in Document #2019011268 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Sammie Hutchinson in Volume 11789, Page 292 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Aguster Powell in Volume 5086, Page 1826 (D.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Jesse and Barbara Robertson in Volume 8731, Page 506 (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Pablo R. and Ana M. Mijares in Document #2014174956 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Anselma and San Juana Castro in Volume 13218, Page 4385 (R.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Lupe Hernandez in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Jose Guadalupe and Soni Hernandez in Document #2002181992 (O.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Frank D. Muniz in Volume 12117, Page 263 (R.P.R.T.C.T.), said tract described in Volume 2958, Page 888 (D.R.T.C.T.) and in Volume 4998, Page 777 (D.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Amy G. and Joseph Carlos Deleon in Document #2008194463 (O.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Hilaria Reyes in Volume 11799, Page 26 (R.P.R.T.C.T.), and with the west line of said Wier tract, **N10°53'27"E**, a distance of **1,486.93** feet to a calculated point for an exterior ell-corner hereof, said point being at the common corner of said Greystone tract, said Perez tract and said Reyes tract, from which a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the common north corner of said Greystone tract and said Perez tract, and being the northwest corner of said Wier tract bears, **N10°53'27"E**, a distance of 437.05 feet;

THENCE, over and across said Wier tract, with the south and east lines of the Greystone tract, the following two (2) courses and distances:

- 1) **N85°57'43"E**, a distance of **154.15** feet to a 1-inch iron pipe found for an interior ell-corner hereof, and
- 2) **N11°00'39"E**, passing at a distance of 436.36 feet, a 3/8-inch iron rod found, and continuing for a total distance of **437.36** feet to the **POINT OF BEGINNING**, and containing 30.8643 Acres (1,344,450 Square Feet) more or less.

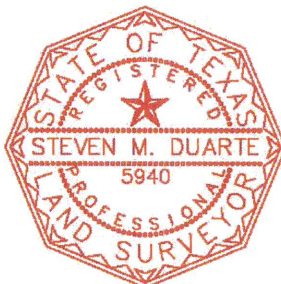
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835.dwg)



 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC

7/31/2019



**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Services Agreement (the “Agreement”) is entered into between the City of Manor, a Texas municipal corporation (the “City”) and Manor RV Park, LLC, a Texas limited liability company (the “Owner”). The City and the Owner are collectively referred to as the Parties.

RECITALS

WHEREAS, upon the request of the Owner, the City intends to institute annexation proceedings for the tract(s) and parcel(s) of land described more fully hereinafter (the “Subject Property”);

WHEREAS,

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the City and the Owner agree each will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

WHEREAS, it is found that all requirements have been satisfied and the City is authorized by the City Charter and *Ch. 43, Loc. Gov’t. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in Exhibit “A” attached hereto and incorporated herein.

Section 2. Services. The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

- (a) **General Municipal Services.** Pursuant to the requests of the Owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:
- (1) Police protection as follows:

Routine patrols of accessible areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
 - (2) Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.
 - (3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.
 - (4) Animal control as follows:

Service by present personnel, equipment and facilities, or by contract with a third party, as provided within the City.
 - (5) Maintenance of City-owned parks and playgrounds within the City.
 - (6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.
 - (7) Maintenance of other City facilities, buildings and service.
 - (8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the Subject Property. It is the City's intent to zone the subject property at the Owner's request in a

manner that is not inconsistent with such uses, as provided in the Settlement Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the Subject Property for such use and development following final annexation of the Subject Property. The Owner shall apply for and obtain zoning for the Subject Property prior to proceeding with the platting of the Subject Property. The Owner may not obtain approval of a plat until such time as the zoning for the proposed use(s) has been obtained and the Owner agrees to develop in compliance with the City ordinances, rules and regulations within the city limits as set forth in more detail in the Settlement Agreement, and zoning approved by the City.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

- (1) Water service and maintenance of water facilities as follows:
 - (A) Inspection of water distribution lines as provided by statutes of the State of Texas.
 - (B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The Subject Property Owner shall construct the internal water lines and be responsible for the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, if applicable. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies, if agreed to by the CCN holder. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City, as permitted by the CCN holder. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service, except as provided by the Settlement Agreement.
- (2) Wastewater service and maintenance of wastewater facilities as follows:
 - (A) Inspection of sewer lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property Owner shall construct the internal wastewater lines and be responsible for the costs of line extension. The City shall be responsible for the oversize and expansion of the lift station serving the Property in accordance with the terms of the Settlement Agreement. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service, except as provided by the Settlement Agreement.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

(A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the existing streets and roads will be limited as follows:

- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and
- (ii) Routine maintenance as presently performed by the City.

(B) The outer boundaries of the Subject Property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: oversizing of the lift station serving the Property in accordance with the terms of the Settlement Agreement. Upon development of the Subject Property or redevelopment, the Owner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable

ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

Section 3. Conflicts. In the event of a conflict between this Agreement and the Settlement Agreement for the Subject Property, the terms and provisions of the Settlement Agreement shall govern and control.

Section 4. Term. The term of this Agreement (the “Term”) is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 10. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to wastewater service to the Subject Property by the City.

[signature pages follow]

Entered into this ____ day of _____, 2021.

CITY:

THE CITY OF MANOR,
a Texas municipal corporation

Dr. Larry Wallace, Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2021, by Dr. Larry Wallace, Jr., as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

Notary Public – State of Texas

OWNER:

MANOR RV PARK, LLC,
a Texas limited liability company

By: Laureate Capital Management, LLC, its
Managing Member

By: _____
Jeremy Boynton, Managing Member

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2021, by
Jeremy Boynton, Managing Member of Laureate Capital Management, LLC, the Managing Member of
Manor RV Park, LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

Notary Public – State of Texas

AFTER RECORDING RETURN TO:

City of Manor
Attn: City Secretary
105 East Eggleston Street
Manor, TX 78653

EXHIBIT "A"**Legal Description of Subject Property****Exhibit "A" – Legal Description**

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.8643 ACRES (1,344,450 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 31.02 ACRE TRACT CONVEYED TO ELSIE FRANCES WIER IN DOCUMENT #1999148737 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAVE AND EXCEPT A 1.5 CALLED ACRE TRACT CONVEYED TO GREYSTONE HOLDINGS, LLC, IN DOCUMENT #2005016761 (O.P.R.T.C.T.), SAID 30.8643 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



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BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the south right-of-way line of US Highway 290 (240' right-of-way), and being the northeast corner of said Greystone tract, and being the northwest corner of the remainder of said Wier tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 3/8-inch iron rod found bears, S11°00'39"W, a distance of 1.00 feet, and also from which, a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the northeast corner of a called 1.002 acre tract partially conveyed to Daniel Perez in Document #2012110051 (O.P.R.T.C.T.), and to Celia Enriquez-Felipe in Document #2015030029 (O.P.R.T.C.T.), and being the northwest corner of said Greystone tract, and being the northwest corner of said Wier tract bears, S85°56'14"W, a distance of 155.12 feet;

THENCE, with the south right-of-way line of said US 290 and the north line of said Wier tract, the following three (3) courses and distances:

- 1) **N85°56'14"E**, a distance of **778.45** feet to a disturbed TxDot Type 1 concrete monument found for the northeast corner hereof, and
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THENCE, with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°05'58"W**, a distance of **1,791.29** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the intersection of the west line of a called 94.339 acre tract conveyed to Ginsel Family Ltd., in Document #2006248015 (O.P.R.T.C.T.), said tract being described by metes and bounds in Document #2004055639 (O.P.R.T.C.T.), and in Volume 3120, Page 698 of the Deed Records of Travis County, Texas (D.R.T.C.T.), with the called centerline of said abandoned County Road and the east line of said Wier tract;

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THENCE, with the common line of said Bell Farms, Phase Two-A, and said Wier tract, **N73°23'16"W**, passing at a distance of 173.07 feet, a 1/2-inch iron rod found at the northeast terminus of Carillon Way (60'

right-of-way), and being the northwest corner of said Lot 22, and continuing for a total distance of **374.66** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being at the southeast corner of a called 3.20 acre tract conveyed to Faustino Canamero Cardero in Document #2018099283 (O.P.R.T.C.T.), and being in the north line of Lot 50, Block "D" of said Bell Farms, Phase Two-A, and being the southwest corner of said Wier tract;


THENCE, in part with the east line of said Cardero tract, in part with the east line of a called 1.0004 acre tract conveyed to Timothy W. Walker, Sr., in Document #2019011268 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Sammie Hutchinson in Volume 11789, Page 292 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Aguster Powell in Volume 5086, Page 1826 (D.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Jesse and Barbara Robertson in Volume 8731, Page 506 (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Pablo R. and Ana M. Mijares in Document #2014174956 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Anselma and San Juana Castro in Volume 13218, Page 4385 (R.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Lupe Hernandez in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Jose Guadalupe and Soni Hernandez in Document #2002181992 (O.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Frank D. Muniz in Volume 12117, Page 263 (R.P.R.T.C.T.), said tract described in Volume 2958, Page 888 (D.R.T.C.T.) and in Volume 4998, Page 777 (D.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Amy G. and Joseph Carlos Deleon in Document #2008194463 (O.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Hilaria Reyes in Volume 11799, Page 26 (R.P.R.T.C.T.), and with the west line of said Wier tract, **N10°53'27"E**, a distance of **1,486.93** feet to a calculated point for an exterior ell-corner hereof, said point being at the common corner of said Greystone tract, said Perez tract and said Reyes tract, from which a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the common north corner of said Greystone tract and said Perez tract, and being the northwest corner of said Wier tract bears, **N10°53'27"E**, a distance of 437.05 feet;

THENCE, over and across said Wier tract, with the south and east lines of the Greystone tract, the following two (2) courses and distances:

- 1) **N85°57'43"E**, a distance of **154.15** feet to a 1-inch iron pipe found for an interior ell-corner hereof, and
- 2) **N11°00'39"E**, passing at a distance of 436.36 feet, a 3/8-inch iron rod found, and continuing for a total distance of **437.36** feet to the **POINT OF BEGINNING**, and containing 30.8643 Acres (1,344,450 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835.dwg)



 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC

7/31/2019





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution accepting the petition for annexation of 93.983 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

A voluntary annexation petition was submitted by petitioners to annex 93.983 acres into the city limits.

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

- Resolution No. 2021-18
- Annexation Petition and survey
- Exhibit B – Services Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council adopt Resolution No. 2021-18 accepting the petition for annexation of 93.983 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

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

RESOLUTION NO. 2021-18

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 93.983 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

WHEREAS, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

SECTION ONE: 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 TWO: The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 93.983 acres of a tract of land situated in the Sumner Bacon Survey, Abstract Number 63, in Travis County, Texas, said land being more particularly described as the remainder of a called 39.135 acre tract of land (Tract One), the remainder of a called 39.135 acre tract of land (Tract Two), and the remainder of a called 20 acre tract of land (Tract three), conveyed to Mary Ruth Holley in Document No. 2009125123 and Document No. 2009125124, both of the Official Public Records of Travis County, Texas, and described in Volume 4234, Page 732, Deed Records of Travis County, Texas, said 93.983 tract of land being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of September 15, 2021. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

SECTION THREE: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

PASSED AND APPROVED this the 1st day of September 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Exhibit "A"
Subject Property Description
+/- 93.983 Acres

93.983 ACRES
(4,093,912 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN 93.983 (4,093,912 SQ. FT.) ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN DOCUMENT NUMBER 2009125123 AND DOCUMENT NUMBER 2009125124, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS, SAID 93.983 ACRE (4,093,912 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch aluminum capped iron rod found, stamped "TXDOT" in the southwest line of said 39.135 acre Tract One, being in the west right-of way line of F.M. 973 (R.O.W. varies), same being the northeast corner of a called 75.37 acre tract conveyed to the Board of Trustees of Manor Independent School District in Document Number 2008031946 Official Public Records of Travis County Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch capped iron rod found, stamped "BGE" in the east right-of-way line of said F.M. 973, bears S14°48'15"E a distance of 302.09 feet,

THENCE, With the common line of said 39.135 acre Tract One and said 75.37 acre tract, N62°32'47"W, a distance of 2808.00 feet to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", being in the northeastern line of said 75.37 acre tract, also being the southernmost corner of a called 40.00 acre tract conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land, from which a 3/4 inch iron pipe found bears N62°32'47"W, a distance of 553.37 feet, being in the southwestern line of said 40.00 acre tract, also being the northernmost corner of a 3.56 acre tract conveyed to Aqua Water Supply Corporation in Document Number 2009010572 Official Public Records of Travis County, Texas,

THENCE, with the northwest line of said 39.135 acre Tract One, the northwest line of said 39.135 acre Tract two, and the southeast line of said 40.00 acre tract, N26°45'24"E, passing at a distance of 3.02 feet a 1/2 inch iron rod found, continuing for a total distance of 1462.16 feet to a 1/2 inch iron rod found, being the westernmost corner of a 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document Number 2016022751, Official Public Records of Travis County, Texas, for the northernmost corner of the herein described tract of land, from which a capped 1/2 inch iron rod found, stamped "BRYAN TECH", being in the eastern line of said 40.00 acre tract, also being the westernmost corner of a 25.585 acre tract conveyed to Robert and Lindsey Smith in Document Number 2016022747, Official Public Records of Travis County, Texas also being the northernmost corner of said 29.682 acre tract, bears N26°48'38"E, a distance of 765.12 feet

THENCE, continuing with the common boundary line of said 93.983 acre tract and said 29.682 acre tract, S62°13'24"E, passing at a distance of 1005.54 feet a 1/2 inch capped iron rod found stamped "BRYAN TECH" for the southernmost corner of said 29.682 acre tract, being at the westernmost corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667, Official Public Records of Travis County, Texas, continuing for a total distance of 2809.36 feet to a 1/2 inch iron rod found in the west right-of-way line of said F.M. 973 (R.O.W. Varies), being at the southernmost corner of said 12.334 acre tract of land, same being at the beginning of a point of curvature to the right, for the easternmost corner of the herein described tract of land,

J:\AC3D\5329-057\Survey\FIELD NOTES\FN - 93.983 AC HOLLEY TRACT.doc

93.983 ACRES
(4,093,912 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

THENCE, along said curve to the right, with the west right-of-way line of said F.M. 973 (R.O.W. Varies) over and across said 39.135 acre Tract Two, having an arc length of 282.38 feet, a radius of 2764.79 feet, and whose chord bears S24°12'52"W, a distance of 282.26 feet to a 1/2 inch iron rod found for corner,

THENCE, S27°25'41"W, with the west right-of-way line of said F.M. 973, over and across said 39.135 acre Tract Two, said 20 acre Tract Three, and said 39.135 acre Tract One, a distance of 1164.39 feet to the **POINT OF BEGINNING** and containing 93.983 acres (4,093,912 SQ. FT.) of land.

Surveyed by:  7/27/2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigrance and Doering, Inc.
REG. #100248900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

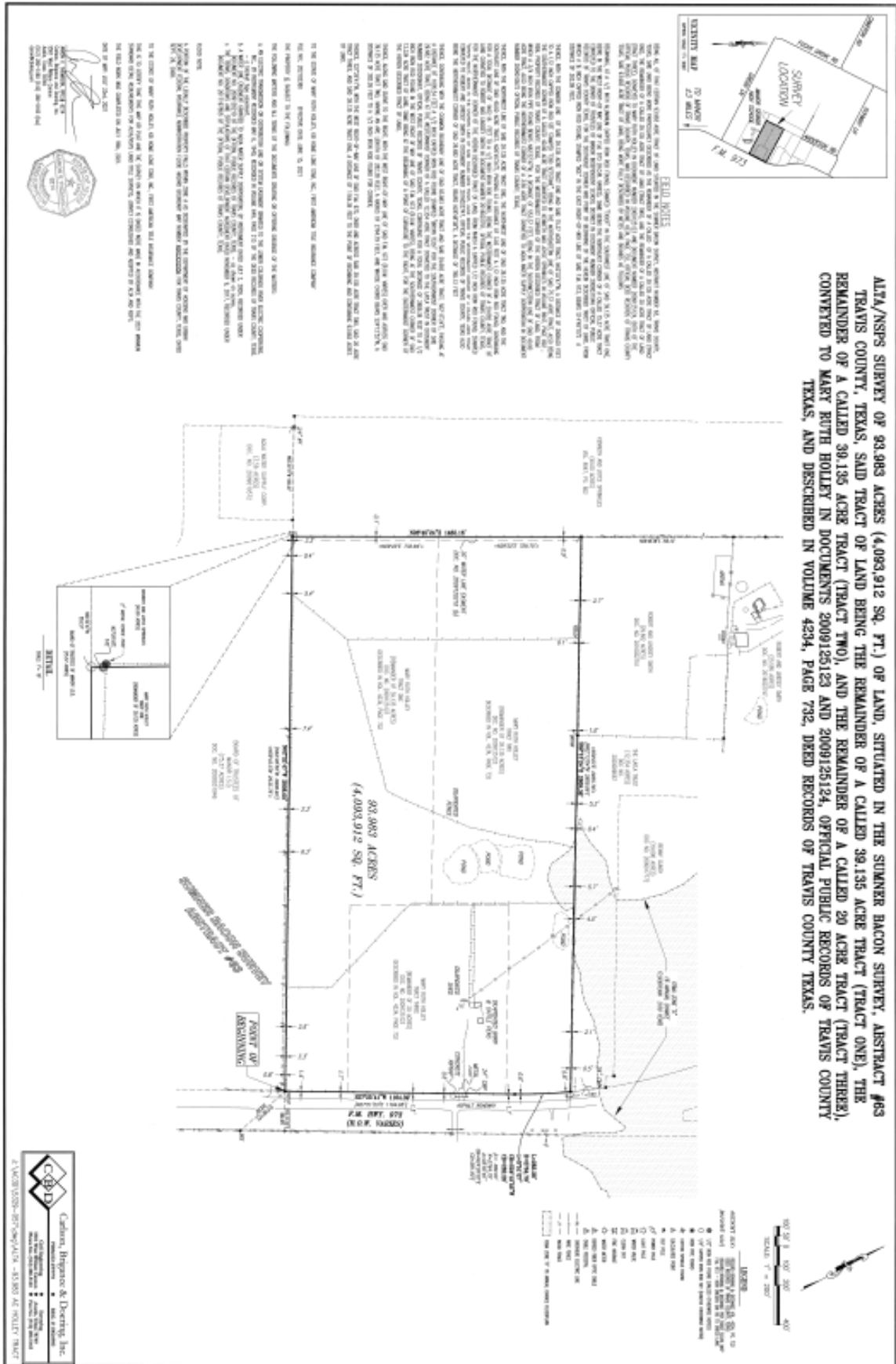


Exhibit "B"
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the “Subject Property”);

WHEREAS, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *Chapter 43, Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

WHEREAS, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

Approximately 94 acres out of the Sumner Bacon Survey No. 62, Abstract 63 (Exhibit “A”)

SECTION TWO: Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledge and represent having received, read and understood the attached “draft” Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite

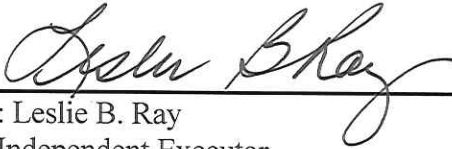
public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 23 day of June, 2021, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioners: ESTATE OF MARY RUTH ARNOLD HOLLEY

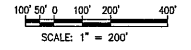
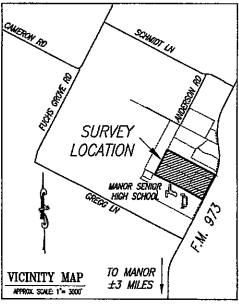


Name: Leslie B. Ray
Title: Independent Executor

EXHIBIT "A"

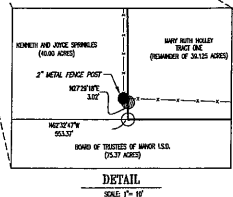
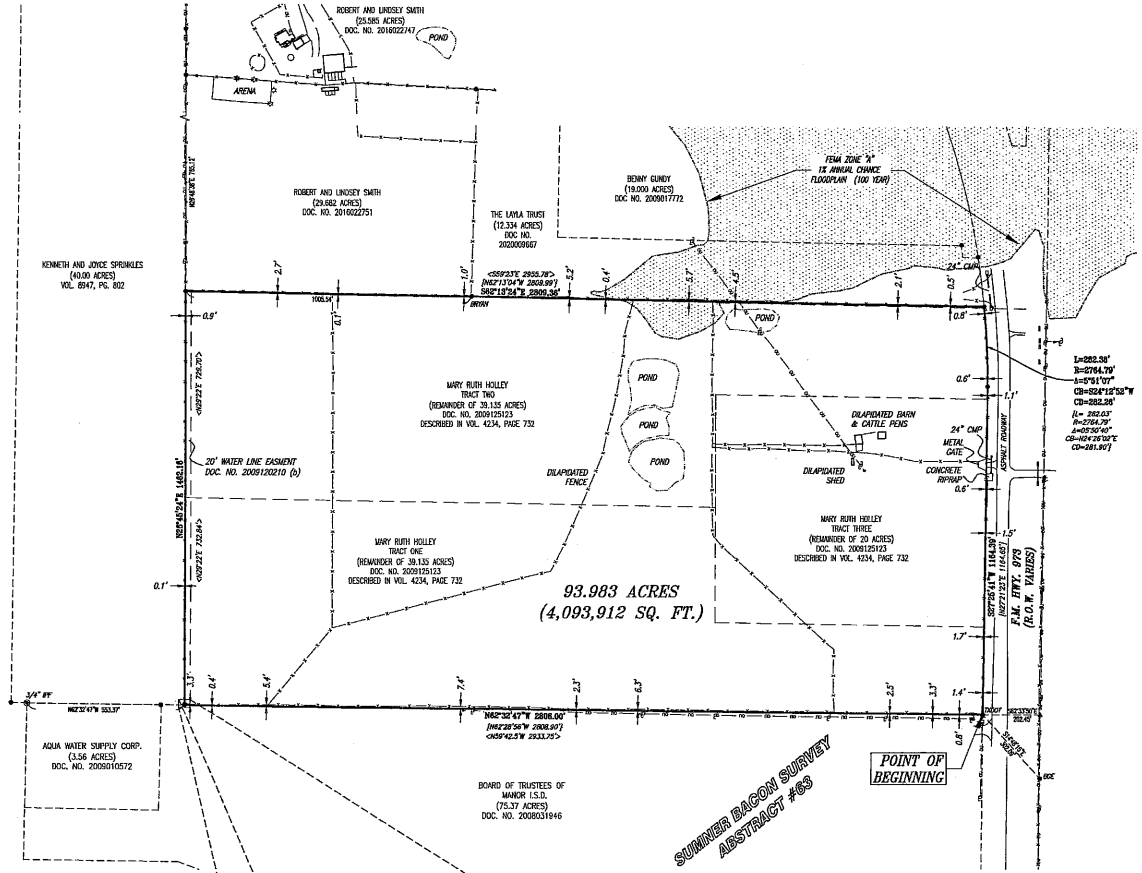
Survey and Legal Lot Description

ALTA/NSPS SURVEY OF 93.983 ACRES (4,093,912 SQ. FT.) OF LAND, SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT #63 TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING THE REMAINDER OF A CALLED 39.135 ACRE TRACT (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN DOCUMENTS 2009125123 AND 2009125124, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS.



LEGEND table listing symbols for various features like easements, fences, ponds, and utility lines.

FIELD NOTES: BEING ALL OF THAT CERTAIN 53.983 ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT ONE)...



TO THE ESTATE OF MARY RUTH HOLLEY, NB HOME LOAN STAR, INC., FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 202102380 EFFECTIVE DATE: APRIL 15, 2021

DATE OF MAP: JULY 23rd, 2021



Carlson, Brigrance & Doering, Inc. 5501 West Williams Street Austin, Texas 78749

Carlson, Brigrance & Doering, Inc. logo and contact information including phone and fax numbers.

Exhibit “B”

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and the Estate of Mary Ruth Arnold Holley, Leslie B. Ray, Independent Executor, (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject

properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ___ day of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Larry Wallace, Jr., Mayor

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

93.983 ACRES
 (4,093,912 SQ. FT.)
 SUMNER BACON SURVEY, ABSTRACT NO. 63
 TRAVIS COUNTY TEXAS
 HOLLEY TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN 93.983 (4,093,912 SQ. FT.) ACRE TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT ONE), THE REMAINDER OF A CALLED 39.135 ACRE TRACT OF LAND (TRACT TWO), AND THE REMAINDER OF A CALLED 20 ACRE TRACT OF LAND (TRACT THREE), CONVEYED TO MARY RUTH HOLLEY IN DOCUMENT NUMBER 2009125123 AND DOCUMENT NUMBER 2009125124, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 4234, PAGE 732, DEED RECORDS OF TRAVIS COUNTY TEXAS, SAID 93.983 ACRE (4,093,912 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch aluminum capped iron rod found, stamped "TXDOT" in the southwest line of said 39.135 acre Tract One, being in the west right-of way line of F.M. 973 (R.O.W. varies), same being the northeast corner of a called 75.37 acre tract conveyed to the Board of Trustees of Manor Independent School District in Document Number 2008031946 Official Public Records of Travis County Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch capped iron rod found, stamped "BGE" in the east right-of-way line of said F.M. 973, bears S14°48'15"E a distance of 302.09 feet,

THENCE, With the common line of said 39.135 acre Tract One and said 75.37 acre tract, N62°32'47"W, a distance of 2808.00 feet to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", being in the northeastern line of said 75.37 acre tract, also being the southernmost corner of a called 40.00 acre tract conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802, Real Property Records of Travis County, Texas, for the westernmost corner of the herein described tract of land, from which a 3/4 inch iron pipe found bears N62°32'47"W, a distance of 553.37 feet, being in the southwestern line of said 40.00 acre tract, also being the northernmost corner of a 3.56 acre tract conveyed to Aqua Water Supply Corporation in Document Number 2009010572 Official Public Records of Travis County, Texas,

THENCE, with the northwest line of said 39.135 acre Tract One, the northwest line of said 39.135 acre Tract two, and the southeast line of said 40.00 acre tract, N26°45'24"E, passing at a distance of 3.02 feet a 1/2 inch iron rod found, continuing for a total distance of 1462.16 feet to a 1/2 inch iron rod found, being the westernmost corner of a 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document Number 2016022751, Official Public Records of Travis County, Texas, for the northernmost corner of the herein described tract of land, from which a capped 1/2 inch iron rod found, stamped "BRYAN TECH", being in the eastern line of said 40.00 acre tract, also being the westernmost corner of a 25.585 acre tract conveyed to Robert and Lindsey Smith in Document Number 2016022747, Official Public Records of Travis County, Texas also being the northernmost corner of said 29.682 acre tract, bears N26°48'38"E, a distance of 765.12 feet

THENCE, continuing with the common boundary line of said 93.983 acre tract and said 29.682 acre tract, S62°13'24"E, passing at a distance of 1005.54 feet a 1/2 inch capped iron rod found stamped "BRYAN TECH" for the southernmost corner of said 29.682 acre tract, being at the westernmost corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667, Official Public Records of Travis County, Texas, continuing for a total distance of 2809.36 feet to a 1/2 inch iron rod found in the west right-of-way line of said F.M. 973 (R.O.W. Varies), being at the southernmost corner of said 12.334 acre tract of land, same being at the beginning of a point of curvature to the right, for the easternmost corner of the herein described tract of land,

93.983 ACRES
(4,093,912 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

THENCE, along said curve to the right, with the west right-of-way line of said F.M. 973 (R.O.W. Varies) over and across said 39.135 acre Tract Two, having an arc length of 282.38 feet, a radius of 2764.79 feet, and whose chord bears S24°12'52"W, a distance of 282.26 feet to a 1/2 inch iron rod found for corner,

THENCE, S27°25'41"W, with the west right-of-way line of said F.M. 973, over and across said 39.135 acre Tract Two, said 20 acre Tract Three, and said 39.135 acre Tract One, a distance of 1164.39 feet to the **POINT OF BEGINNING** and containing 93.983 acres (4,093,912 SQ. FT.) of land.

Surveyed by:  7/27/2021

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigrance and Doering, Inc.
REG. #100248900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution accepting the petition for annexation of 42.921 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

A voluntary annexation petition was submitted by petitioners to annex 42.921 acres into the city limits.

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

- Resolution No. 2021-19
- Annexation Petition
- Services Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council adopt Resolution No. 2021-19 accepting the petition for annexation of 42.921 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

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

RESOLUTION NO. 2021-19

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 42.921 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

WHEREAS, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

SECTION ONE: 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 TWO: The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 42.921 acres of a tract of land situated in the Sumner Bacon Survey, Abstract Number 63, in Travis County, Texas, said land being more particularly described as all of a called 25.585 acre tract of land conveyed to Robert and Lindsey Smith in Document No. 2016022747 of the Official Public Records of Travis County, Texas, and the remainder of a called 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document No. 2016022751 of the Official Public Records of Travis County, Texas, said 42.921 tract of land being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of September 15, 2021. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

SECTION THREE: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

PASSED AND APPROVED this the 1st day of September 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Exhibit "A"
Subject Property Description
+/- 42.921 Acres

42.921 ACRES
(1,869,634 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

THENCE, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

THENCE, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

42.921 ACRES
(1,869,634 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT


THENCE, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

THENCE, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

THENCE, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County , Texas

THENCE, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

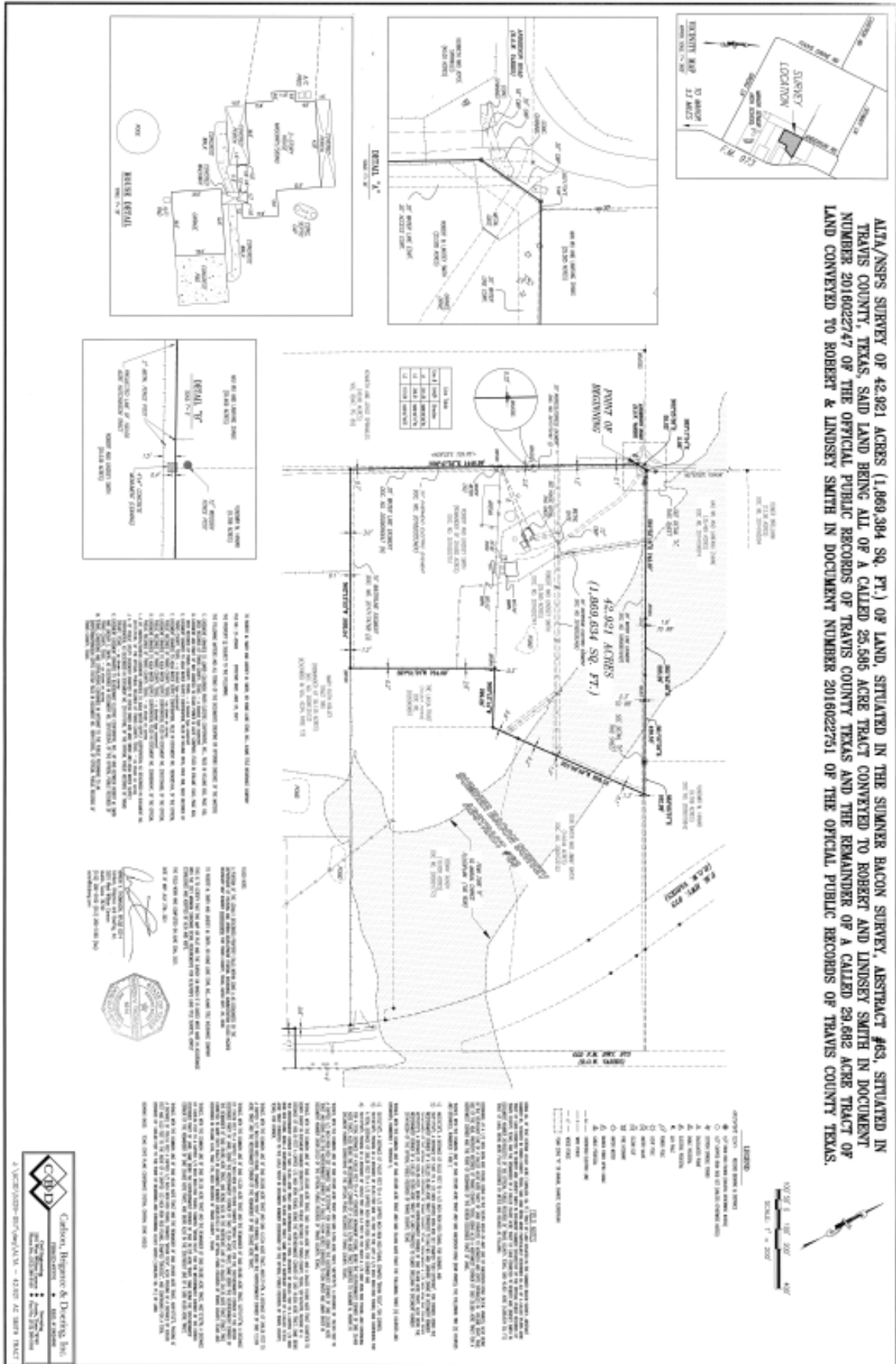
THENCE, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the **POINT OF BEGINNING** and containing 42.921 acres (1,869,634 SQ. FT.) of land.

Surveyed by:  7/27/2021
 AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
 REG. #100248900
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

J:\AC3D\5329-057\Survey\FIELD NOTES\FN - 42.921 AC SMITH TRACT.doc



ALTA/NSPS SURVEY OF 42.921 ACRES (1,869,304 SQ. FT.) OF LAND, SITUATED IN THE SUNNER BACON SURVEY, ABSTRACT #63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING ALL OF A CALLED 26,586 ACRE TRACT CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS AND THE REMAINDER OF A CALLED 29,682 ACRE TRACT OF LAND CONVEYED TO ROBERT & LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

Exhibit "B"
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the "Subject Property");

WHEREAS, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *Chapter 43, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

WHEREAS, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

Approximately 43 acres out of the Sumner Bacon Survey No. 62, Abstract 63 (Exhibit "A")

SECTION TWO: Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledge and represent having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite

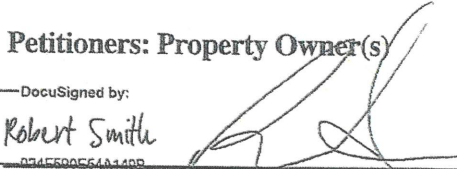
public hearings thereon, in accordance with the applicable laws of the State of Texas.


SECTION FOUR: Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this 23 day of June, 2021, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioners: Property Owner(s)

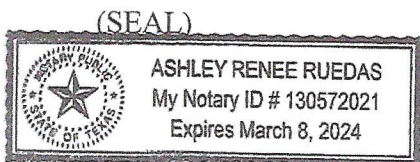
DocuSigned by:

 Robert Smith
 034FE00C64A140B
 Name: Robert M. Smith
 Title: Owner

DocuSigned by:

 Lindsey C. Smith
 73108EF98FE84D4
 Name: Lindsey C. Smith
 Title: Owner

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Robert M. Smith, owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28 day of June, 2021.

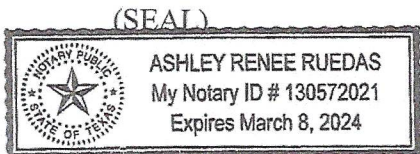


Ashley Renee Ruedas
Notary Public-State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lindsey C. Smith, owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28 day of June, 2021.



Ashley Renee Ruedas
Notary Public-State of Texas

EXHIBIT "A"

Survey and Legal Lot Description

42.921 ACRES
 (1,869,634 SQ. FT.)
 SUMNER BACON SURVEY, ABSTRACT NO. 63
 TRAVIS COUNTY TEXAS
 HOLLEY TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

THENCE, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

THENCE, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

42.921 ACRES
(1,869,634 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

THENCE, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

THENCE, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

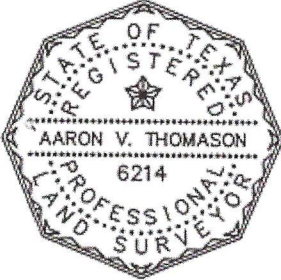
THENCE, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County , Texas

THENCE, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

THENCE, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the **POINT OF BEGINNING** and containing 42.921 acres (1,869,634 SQ. FT.) of land.

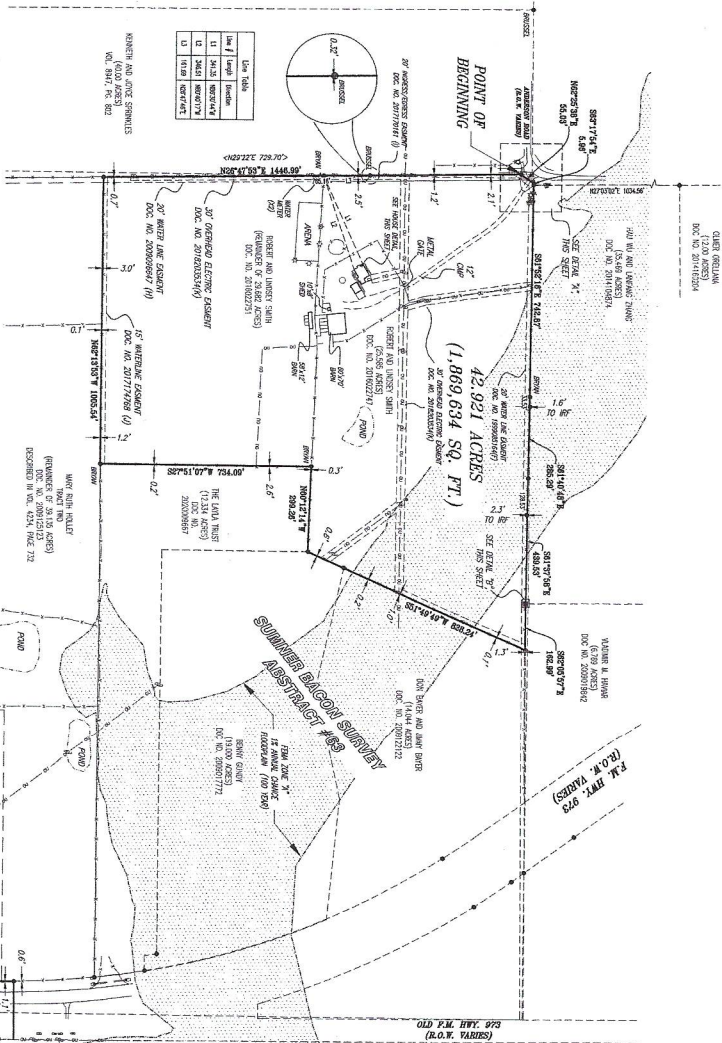
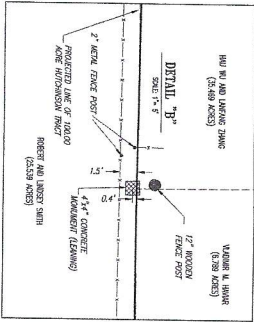
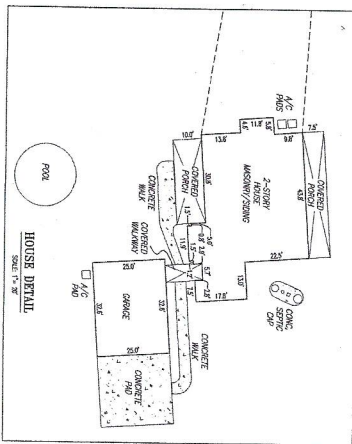
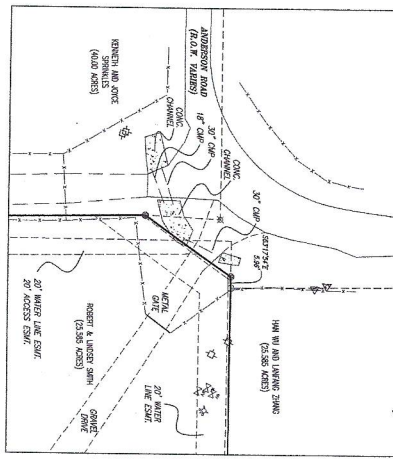
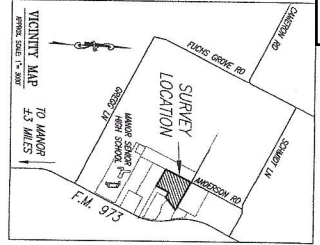
Surveyed by:  7/27/2021

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Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

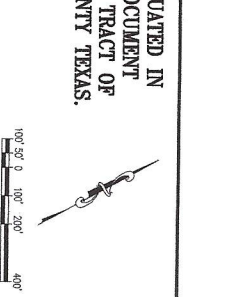
ALTA/NSPS SURVEY OF 42.921 ACRES (1,869,394 SQ. FT.) OF LAND, SITUATED IN THE SUMMER BACON SURVEY, ABSTRACT #63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING ALL OF A CALLED 25,585 ACRE TRACT CONVEYED TO ROBERT AND LINDESEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS AND THE REMAINDER OF A CALLED 29,682 ACRE TRACT OF LAND CONVEYED TO ROBERT & LINDESEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.



TO ROBERT A. SMITH AND LINDESEY M. SMITH, AS HEIRS OF HENRY M. SMITH, JR., AS PART OF THE RESIDUARY ESTATE OF HENRY M. SMITH, JR., DECEASED. OFFICIAL MAP NO. 2011-0011.

ROBERT A. SMITH AND LINDESEY M. SMITH, AS HEIRS OF HENRY M. SMITH, JR., AS PART OF THE RESIDUARY ESTATE OF HENRY M. SMITH, JR., DECEASED. OFFICIAL MAP NO. 2011-0011.

Surveyor's signature and seal for Carbon, Brifange & Doering, Inc.



- Legend: Symbols for various survey features such as '1/4" CORNER', '2" CORNER', '3" CORNER', '4" CORNER', '5" CORNER', '6" CORNER', '7" CORNER', '8" CORNER', '9" CORNER', '10" CORNER', '11" CORNER', '12" CORNER', '13" CORNER', '14" CORNER', '15" CORNER', '16" CORNER', '17" CORNER', '18" CORNER', '19" CORNER', '20" CORNER', '21" CORNER', '22" CORNER', '23" CORNER', '24" CORNER', '25" CORNER', '26" CORNER', '27" CORNER', '28" CORNER', '29" CORNER', '30" CORNER', '31" CORNER', '32" CORNER', '33" CORNER', '34" CORNER', '35" CORNER', '36" CORNER', '37" CORNER', '38" CORNER', '39" CORNER', '40" CORNER', '41" CORNER', '42" CORNER', '43" CORNER', '44" CORNER', '45" CORNER', '46" CORNER', '47" CORNER', '48" CORNER', '49" CORNER', '50" CORNER', '51" CORNER', '52" CORNER', '53" CORNER', '54" CORNER', '55" CORNER', '56" CORNER', '57" CORNER', '58" CORNER', '59" CORNER', '60" CORNER', '61" CORNER', '62" CORNER', '63" CORNER', '64" CORNER', '65" CORNER', '66" CORNER', '67" CORNER', '68" CORNER', '69" CORNER', '70" CORNER', '71" CORNER', '72" CORNER', '73" CORNER', '74" CORNER', '75" CORNER', '76" CORNER', '77" CORNER', '78" CORNER', '79" CORNER', '80" CORNER', '81" CORNER', '82" CORNER', '83" CORNER', '84" CORNER', '85" CORNER', '86" CORNER', '87" CORNER', '88" CORNER', '89" CORNER', '90" CORNER', '91" CORNER', '92" CORNER', '93" CORNER', '94" CORNER', '95" CORNER', '96" CORNER', '97" CORNER', '98" CORNER', '99" CORNER', '100" CORNER'.

Carbon, Brifange & Doering, Inc. Surveyors. 3-A-0320(15)29-157-Vang ALTA - 42.921 AC SMITH TRACT

Exhibit “B”

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Robert M. Smith and Lindsey C. Smith, (collectively, “Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject

properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ___ day of _____, 20__.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Larry Wallace, Jr., Mayor

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

42.921 ACRES
 (1,869,634 SQ. FT.)
 SUMNER BACON SURVEY, ABSTRACT NO. 63
 TRAVIS COUNTY TEXAS
 HOLLEY TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

THENCE, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

THENCE, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

42.921 ACRES
(1,869,634 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

THENCE, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

THENCE, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

THENCE, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County, Texas

THENCE, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

THENCE, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the **POINT OF BEGINNING** and containing 42.921 acres (1,869,634 SQ. FT.) of land.

Surveyed by:  7/27/2021

AARON V. THOMASON, R.P.L.S. NO. 6214
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5501 West William Cannon
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aaron@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Tracey Vasquez, HR Manager
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Consulting firm for City Manager’s position.

BACKGROUND/SUMMARY:

The City of Manor will be recruiting a talented and accomplished candidate with a highly successful track record for the City Manager’s position.

LEGAL REVIEW: No - Quotes
FISCAL IMPACT: Yes – Not Budgeted
PRESENTATION: No
ATTACHMENTS: Yes

- City Manager Searches
- Executive Search Firm Summary
- Affion Public Consulting
- SGR Proposal
- Chris Hartung Proposal
- Ralph Andersen Declination

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve a Consulting Firm for the City Manager’s position.

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

City Manager Searches (Central Texas) 2018-2021

City Manager Searches	Search Firm	Cost <i>(fees + expenses)</i>	Time
Austin	Russell Reynolds Associates	\$ 153,365	12 months
Bee Caves	In-house	N/A	2 months
Georgetown	SGR	\$ 27,000 not to exceed	5 months
Lockhart	SGR	N/A	8 months
Marble Falls	In house	N/A	2 months
Hutto	SGR	N/A	10 months
Pflugerville	SGR	N/A	7 months
Round Rock	Promoted within	N/A	N/A
Lakeway	Promoted within	N/A	N/A
Taylor Executive Searches			
Taylor Public Works Director	Hartung & Assoc	\$ 14,883	9 months
Taylor Parks & Rec Director	SGR	\$ 11,034	4 months
Taylor Assistant City Manager	SGR	\$ 19,169	3 months

City Manager Executive Search Firms - Summary

Item 10.

CRITERIA	Affion Public	Chris Hartung Consulting	Strategic Government Resources	In House
Qualifications of firm	Since 2000, has provided executive search services for government. Experience in Texas includes City Manager/ ACM searches for Austin, Corpus Christi, Dallas, El Paso, Galveston, Leander, Round Rock, etc.	Since 2009, has provided executive search. Experience in Texas City Manager / ACM searches includes: Taylor, Bee Cave, Lago Vista, Seguin, etc. Several Director searches in Taylor.	Since 1999 has provided executive searches. Experience with Texas City Manager/ ACM searches: Taylor, Leander, Lockhart, Pflugerville, Bastrop, Hutto, etc. Several Director searches for Taylor.	Employed with the City of Manor since 2013
Qualifications of assigned personnel	Mr. Reilly, CEO: 20+ years' experience in Sales, Executive Recruiting and Technology; BA, Marketing. Ms. Sprowls, Recruiting Manager: 10+ years experience, BS, Business Administration.	Mr. Hartung, owner: 25+ years experience with executive searches including for Taylor and 8 years as City Manager. MA, Public Administration.	Mr. Tanner, Senior VP: 31 years, Texas city manager; MA, Public Administration, Ms. Barker, Senior VP: 5+ years corporate recruiter; BS, Biomedical Science. Conducted searches for Taylor.	23 years human resources experience and finance.
Estimated timeline	90 days	14 weeks (98 days)	15 weeks (105 days)	30-90 days
Cost	\$28,000		Not to exceed \$24,900	Budgeted
Contact	Scott Reilly & Gina Sprowls	Chris Hartung	Mike Tanner & Lissa Barker	Tracey Vasquez
Approach to the search process				
Develop Profile and Advertising Strategy	One hour individual interviews to develop position and candidate profile. Get to know organization style and culture.	Meet with Council and others, as requested. Develop profile and brochure for recruiting.	Individual interviews with Council and others to develop position profile.	Meet with Council to establish job profile and description for recruiting purposes.

City Manager Executive Search Firms - Summary

Item 10.

Recruit Candidates	Use "extensive" internal database, personal / professional connections, targeted recruiting and other tools.	Advertising with TML, ICMA & outreach by phone to identify potential candidates.	Ad placements, social media, email position profile to key leaders and prospects, phone calls, email, Linked In, etc.	Advertise with TML, ICMA, LinkedIn, City's website, local newspaper, and City's social media resources.
Screen Applicants	Conduct interviews, extensive background check. Conducts internet searches, conduct interviews with candidates. Present a field of 6-8 qualified candidates to client with comprehensive book of information.	Screen based on resumes, questionnaires. Meet with Council, identify 6-10 candidates for review (video and Consultant phone interview). Meet Council to identify 4-6 candidates for interviews.	Screen/ rank candidates, present to Council to select 8-12 semi-finalists. Screen semi-finalists with written questionnaires, online video interviews, media search. Briefing book for Council on semi-finalists to decide on candidates for interviews.	Screen/rank candidates present to Council to select qualified finalists. Conduct Law enforcement background investigation.
References	Screen for organizational fit, background checks (criminal, education, financial), and media search. References completed prior to selecting final candidates for interview.	Contact named & unnamed references to gather information. On request, conduct social media check. Pinkerton Investigations (court, driving, education).	Comprehensive media search, comprehensive background checks (Credit, crime, driving, education, etc.). Conduct reference checks, up to 20 contacts for a candidate.	
Interview and complete search	Consultant involved in interview process to facilitate interviews. Consultant will assist on final employment matters such as negotiation process and notification of unsuccessful candidates.	Available for interviews, prepares binder with suggested interview questions. Available to assist with salary / benefits negotiations. Commits to no soliciting of candidates for other current searches.	Schedule interviews, provide interview questions, assist in process. Can provide data on employment agreements, assist in negotiations. Additional post-hire support, as requested.	Schedule interviews, provide interview questions prepared by current City Manager, complete previous employment and referral investigation
Guarantee:	24 month guarantee	24 month guarantee + continue search if no one hired from initial pool.	18 months guarantee	



Delivering Leaders



We deliver leaders. Our executive recruiting specialists have national contacts within the public sector and professional organizations – allowing us to find a broad range of talent. We rigorously qualify and investigate each candidate. We won't just pull names out of a database. When we are finished, you will have candidates that meet or exceed your expectations.



Corporate Address:
PO Box 794
Hershey, PA 17033

www.affionpublic.com
888.321.4922 toll free
717.214.4922 local



05/24/2021

Tracey DuBois-Vasquez
Human Resources Manager
105 E Eggleston St
Manor, TX 78653

Dear Tracey,

Thank you for the opportunity to submit our offer of executive search services for the City Manager position.

Affion Public is an executive search firm that specializes in identifying and placing exceptional executive level candidates within the public sector. We have built a successful practice on placing public sector executives and have a reputation for developing excellent working relationships with the clients we serve.

Our partnership approach and high quality of work fosters the level of comfort our clients' value and deserve. With our high touch style, we'll be able to provide you with the attention that you warrant and deserve for this very important search. Our search process and collaborative approach has enabled Affion Public to conduct multiple searches for the majority of the clients we serve.

We differentiate ourselves from our competition by seeking out passive, as well as, active candidates that will best meet the needs of our clients. By conducting searches in this manner, we are able to provide a tailored pool of candidates rather than recycling the same candidates search after search. Our commitment to diversity and success at targeting minority candidates has also helped to set us apart from other firms.

On behalf of Affion Public, we will be thrilled to be your firm of choice! Please feel free to contact me directly at 717-576-9847 or via email at reilly@affionpublic.com. I look forward to speaking with you in the near future.

Best Regards,

Scott Reilly
CEO, Affion Public

Delivering Leaders.



**City of Manor, TX
City Manager
05/24/2021**

Corporate Mailing Address:

**P.O. Box 794
Hershey, PA 17033
888-321-4922
www.affionpublic.com**



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Affion Disclaimer

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Company Profile

Affion Public is deeply rooted in the public sector, providing executive search services for state and local government, education and non-profit organizations since 2000.

Our executive search division specializes in identifying the nation's best and brightest executives and delivering those individuals to our public sector clients. Our partners are typically state, county, city, and government organizations as well as non-profits. Recognized as a leader in public sector executive searches, Affion has attained "preferred" vendor status or an exclusive relationship with a majority of its client partners.

Affion's corporate address is P.O. Box 794, Hershey, PA 17033.

Why Affion?

We are different. As a company, our strengths lie in our people, our passion, and our commitment. Affion employs an extremely talented group of professionals that bring a diverse set of skills and an average of over 10 years of experience in government and private sector venues. Extraordinary, trusted client partnerships have separated us from others in the industry. Embracing a small business approach has enabled the entrepreneurial spirit of Affion, while also ensuring a personalized approach and customized solution for our partners.

It is our unique understanding of the complexities of the public sector that gives us an edge. We know what to challenge potential candidates on, and we know how to discern and qualify the very specific set of skills an executive needs in order to succeed within the public realm. Our particular expertise lies in our ability to reach out to and ultimately attract the best and the brightest into the public executive domain. Short and long term, Affion is looking for valued, long lasting partnerships, where we can have a real and positive effect for our client.

Our public sector team provides a full range of customized executive recruiting and management consulting services. Particular areas of expertise lie within strategy, human resources, process and solutions. We have served in an advisory capacity to state, city, and municipal governments across the country.

Historically, our specialized executive recruitment services have been client driven. By building strong client partnerships, and practicing due diligence, we gain an invaluable understanding of the mission, motivation and culture of our client. This has allowed us to successfully recruit across all departmental disciplines and ultimately to provide top executives to an array of governmental agencies and authorities (e.g. Information Systems, Public Safety, Engineering, Health and Human Services, Water Utilities, Economic Development, Assistant City Managers, City Managers, etc.).



What We Do Differently

Our executive search goal is to specify, identify, qualify and deliver candidates that meet or exceed your expectations. After consulting with client executives and stakeholders, we utilize a systematic search methodology to customize and tailor the ideal candidate and position profile to meet the specified need.

Targeting organizations that are similar to our client, we set out to find individuals that meet and exceed the background, education, experience, and personal characteristics required. This is done in a highly confidential manner and in compliance with applicable legal standards. Once a potential candidate has been identified, they will enter into a rigorous qualifying process to further establish the “fit”. A comprehensive confidential report on each of the selected candidates is prepared to include pertinent information relative to the candidates work history and background. A professional appraisal of the candidates’ competencies compared to the specific requirements will be provided as a continuum to the report. In the form of a portfolio presentation, we meet with the stakeholders to make our recommendations. We deliver individuals that are competent, qualified, and capable. We deliver solutions.



Relevant Search Experience

City of Ann Arbor, MI

- City Administrator (2011; 2016)

City of Aurora, CO

- City Manager (2018)

City of Austin, TX

- City Manager (2008)

City of Broken Arrow, OK

- City Manager (2012; 2015)

City of College Station, TX

- City Manager (2018)

City of Columbia, MO

- City Manager (2011)

City of Commerce City, CO

- City Manager (2021)

City of Dallas, TX

- City Manager (2016)

City of East Lansing, MI

- City Manager (2012)

City of El Paso, TX

- City Manager (2014)

City of Galveston, TX

- City Manager (2012)

City of Hollywood, FL

- City Manager (2012)

City of Huntsville, TX

- City Manager (2008)

City of Irving, TX

- City Manager (2006)

City of Kirkwood, MO

- Chief Administrative Officer (2014)

City of Leander, TX

- City Manager (2011)

City of Marshall, TX

- City Manager (2014)

City of McKinney, TX

- City Manager (2008)

City of Morgantown, WV

- City Manager (2010)

City of North Richland Hills, TX

- City Manager (2009)

City of Plano, TX

- City Manager (2011)

City of Round Rock, TX

- City Manager (2011)

City of San Antonio, TX

- City Manager (2006)

City of San Marcos, TX

- City Manager (2008)

City of Shawnee, OK

- City Manager (2015)

City of Springfield, MO

- City Manager (2008)

City of Taylor, TX

- City Manager (2019)

City of Thornton, CO

- City Manager (2015)

Delaware County, PA

- Executive Director (2020)

Village of Garden City, NY

- Village Administrator (2014)



Objectives and Approach

1. **Establishing the Timeline** – we will work closely with you to determine your ideal start date for your executive and then work to make sure that we agree on all target dates and activities.
2. **Input from Key Decision Makers** – we will meet with all parties who will be impacted by this executive to seek input, which will also help us understand the company, the people and the working environment. This can include setting up public forums to engage the community in assisting in the process.
3. **Developing the Candidate Profile** – through extensive interviews we will gain a complete understanding of the mission and goals of the company and begin to create the profile of the executive you are seeking.
4. **Candidate Pool and Search Techniques** – we will use our own extensive internal database, our personal and professional connections, competitor intelligence, targeted recruiting, industry specific sourcing and other recruiting tools to begin to identify the perfect candidate.
5. **Screening Process** – we will conduct interviews to qualify each candidate, whether it is an internal candidate or an external one, prior to presentation to you, and will conduct an extensive background check on each potential candidate.
6. **Selecting Candidates for Client Review** – we will present the key decision makers with a portfolio of candidates for consideration and will discuss each candidate’s skills and qualifications in detail.
7. **Choosing the Finalists and the Interview** – once the client has reviewed the candidates and has selected the finalists, interviews with the key decision makers or the selection committee will begin.
8. **Hiring** – all candidates will have been pre-qualified on the salary range; benefits and we will assist in all final employment matters.

Developing the Candidate Profile

Affion's approach to executive searches is a very personal and systematic one. Our success is dependent on the access and information granted to us by the client organization, so that we can gather all the information possible to have a true understanding of the client's needs. Only if we know the organization intimately and develop a very thorough and detailed profile of the ideal candidate, can we be assured of the right match for the organization and the individual who is ultimately selected.

We pride ourselves in the value we bring to the table by working with the client to develop the profile of the ideal candidate from which to conduct our search. We do this by spending a great deal of time with the chief decision makers, elected officials, etc. at the very beginning, learning the history of the position, the mission and goals of the organization, the past successes and failures of the position, staff, budget and virtually everything the selected candidate would need to have experience and success addressing. In order for us to locate the ideal leader for an organization, we must know where that organization wants to go and what it will take to get it there.

Each search is different, and we invest as much time in getting to know the style and organizational culture of our client as we do getting to know each candidate under consideration. We develop a strong relationship with the decision makers and people with whom the potential candidates would be working to ensure the right match. We spend time with the decision maker(s) to understand their idea of the "ideal" candidate, their own management style, and what the position means to them and to the organization. We learn and adopt the organization's vision, so that we are able to recruit candidates who will embrace those goals and lead a strategy that will support that vision.

We prefer to interview other successful executives at the peer level of the vacant position to get an understanding of the kind of leaders who are successful in the organization. We also find it valuable to interview some subordinate level staff, if possible, to assess some of the challenges or strengths within the current resources that the incoming executive would find.

These early stages of the search are, in our mind, the most important. Our entire search team, including our assigned recruiter(s), is involved in this information gathering/ relationship process from the beginning so we all know exactly what our client is seeking in applicants and are qualifying candidates on the client's organizational culture.

For national searches, our team also investigates the community in which the position resides. We investigate the public and private school options, and even spend time with a realtor to get a feel of the local housing market for relocation. All of this helps us when we screen and sell candidates on the position.

From the interviews and fact gathering, we will prepare a comprehensive candidate recruitment profile for the position, with the desired qualifications and characteristics, for approval by the client's designee(s). It is from this customized profile that we conduct our systematic search.

Input from Stakeholders

The first steps in any search begin with our onsite stakeholder meetings. The purpose of the stakeholder interviews is to allow Affion an intimate understanding of the organization, the people and the environment. These interviews are how we develop the two key profiles in which the search is built around. The first profile is the position profile. The position profile includes not only the requirements the successful individual will possess but also what they will be doing on a daily, weekly and monthly basis. This profile is critical in analyzing the potential candidate's previous experience. The second profile is the candidate profile in which we spoke previously about. This profile allows Affion to define the type of individuals that will be successful in your organization.

The stakeholder meetings begin with developing the list of individuals that will be working directly with this person. This list should include whomever the individual is responsible for reporting to and anyone who may be directly involved with the hiring and interview process. Affion is committed to spending as much time as necessary on the stakeholder meeting to ensure a successful placement.

The stakeholder meetings are approximately one-hour interview session in which our team will ask probing questions to what will make the candidate successful. These are generally done on an individual basis.

Additional stakeholder meetings including public input will be scheduled at the discretion of the selection team. We have a long history of being very inclusive with our stakeholder process and often meet with community leaders, business leaders, civic and religious leaders as well as neighborhood associations.

Candidate Pool

Affion is a relationship driven, select targeting firm. We use our own internal database to draw upon potential candidates with whom we have built relationships and/or referrals. We use the telephone to reach out to referrals and candidates initially. We use the Internet as well as select research firms to investigate credit, criminal and other background checks and to obtain any written publications authored by, or regarding, the candidates. Beyond this limited use of technology, our efforts are all carried out in person. We post the job on the Internet or advertise in print as required by the client organization. Even our utilization of networks of professional or trade associations, is done in person. This personal approach is how we have been most successful in targeting and attracting the best and most diverse selection of candidates.

Each Affion recruitment effort is customized specifically to the client organization's needs and preferences. One of the additional values achieved from the time we spend in the beginning is getting to know the client organization and its culture and obtaining mutual agreement on a process that works for both of us. While we have a very strict and systematic internal qualifying/screening process, it is only visible to the client in the result it produces. Any processes external to our qualifying/screening process may be modified to accommodate the client's organizational needs.

Affion Process in Screening

While the general steps outlined herein are the basis of the Affion search, flexibility is built into our model to accommodate a particular client's preferences. Our search is customized to best meet the needs of our client and as long as we are not asked to forego steps to ensure quality, modifications or additions can be made.



Sourcing/Recruiting Candidates

Our senior executive recruiters (100% dedicated to this search) will identify candidates who have been successful in like organizations in similar positions. We search from a variety of sources to ensure development of a broad representative pool in terms of affirmative action efforts and experience; including our own network of contacts and files; public or private entities, professional and other associations and organizations related to the position and referrals. We do targeted advertising in publications specific to the position.

Targeted Recruiting

Affion maintains a national database through extensive networks in industry specific business groups, trade and professional organizations. To further ensure a diverse candidate pool, we also source candidates from professional organizations and networks that are ethnic and gender specific. We reach out to a variety of sources to collectively find the best talent available.

As a result of our previous and ongoing recruiting efforts within government and quasi-government organizations, (local, city, county, and state) Affion has, and continues to build, an expansive network of candidates that includes the best and the brightest in the public sector. That network of candidates exemplifies our professional commitment to building valued relationships, knowing the individuals' experience and leadership styles, and understanding their needs and career goals. By operating within these guidelines, our deliverable to our client results in being a known and trusted entity.

Screening/Qualifying Candidates

Our senior executive recruiter conducts preliminary screening interviews of all candidates and the most promising candidates to determine their qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Preliminary screening will be based on a resume rating developed from criteria contained in the customized Candidate Recruitment Profile, information contained in the resumes submitted to Affion, and Affion's knowledge of the people and organizations with whom and in which we work. At this point in the search, our recruiter is also securing preliminary, confidential reference information on the most promising candidates (as available and appropriate) to verify experience and qualifications; i.e., to ensure that it is worthwhile proceeding with them.

After qualifying the best candidates into our process, those individuals are subjected to further rounds of interviews by additional Affion executive staff. The same criteria are used, but the emphasis here, is on organizational and cultural fit, and political acumen. This process assures the quality we demand of the short list of semi-finalists that are selected.

All candidates are met face-to-face when possible. If the face-to-face interviews cannot be arranged, then video conferencing is arranged to ensure that the recruiters and executives within Affion are comfortable with the candidates they are presenting for consideration.

Background Investigation

When all members of the Affion qualifying team have agreed that the candidate fits the desired profile we begin extensive background checks to include criminal, education, and financial investigations. Reference calls are completed. Internet and media searches are conducted. This entire procedure is intended to further eliminate unqualified candidates, and to validate the credentials of the final candidates in process.

Selecting Finalists for Promotion to Client

From our rigorous qualifying process and investigation, Affion typically narrows the field of qualified candidates to the top 6-8. We present all of the client's designated representatives with a comprehensive book of material on each of the selected individuals. These books contain summary profiles, resumes, applications, articles by or regarding the candidate, pertinent work product, and photographs of those candidates whose qualifications, work experience, achievements, and/or other special qualities qualify them for the position. This comprehensive confidential report on each candidate covers not only the candidate's working career and those personal aspects that are relevant to the position, but also our appraisal of how the candidate's competencies compare to your specific needs and environment. Affion and the client's representatives will meet to review the detailed contents of the book.

Internal Candidates

Affion always screens and evaluates those applications and resumes received by the client from in-house or outside applicants to insure, on the client's behalf, that the process is considered fair to all applicants and to determine if any of these individuals are qualified, viable candidates. Often, at the client's preference we keep all in-house applicants in process until the final qualifying phases of the search process, unless it is clearly established that certain individuals are not qualified.

We review, evaluate and acknowledge in writing all applications and resumes received. Additionally, we ask that all solicitations for consideration made directly to the client be forwarded to Affion immediately to avoid duplication of efforts and take work off the client's shoulders.

Client Selection of Candidates for Interview

Affion would work closely with the hiring team for selecting the finalist. Affion will make a portfolio presentation to the key stakeholders which will include; the resume, a brief bio written by the candidate, a description of the candidate's strengths and weaknesses, and an answer to the questions "Why Should I be the Next..." Upon our face-to-face presentation of the finalists, with our recommendations and comprehensive background information, we require that the client select the number and names of the candidates it wishes to interview in person.

Upon the client's direction, Affion personnel will coordinate with client personnel to arrange interviews with the top candidates selected for consideration. Affion will work with the client to coordinate any travel or accommodation details that may be needed for each outside candidate.

Client Interviews and Final Selection

The finalist interviews would be conducted in conjunction with the wishes of the hiring team. Affion typically suggests that the hiring team utilize panel interviews and also perhaps a candidate presentation. The candidate presentation would be an oral presentation accompanied by a visual presentation. We typically ask all candidates to prepare a twenty-minute presentation in a power-point format. This presentation can be on a topic agreed upon by Affion and the client. The purpose of this presentation is to allow the selection committee to see how the candidates communicate their thought process and the candidate's ability to effectively express those thoughts to their audience.

The formal interview would involve the same set questions asked to each candidate by the same panel member. This allows the selection committee to evaluate each candidate on a fair and equal field. These questions are agreed upon in advance with Affion and the selection committee. Affion will be involved throughout the entire interview process to facilitate the interviews.

Hiring

Once it is time for a hiring decision, Affion will provide assistance on final employment matters, such as the negotiation process with successful candidates and notification to unsuccessful candidates.

Any candidate that is presented for consideration will have been pre-qualified on the salary range, benefits and relocation package. Once the finalist has been selected it is our standard practice that the client sends a formal offer letter to Affion on behalf of the successful candidate. Affion will facilitate the signature and closing of the process.



Statement of Diversity

Diversity is one of our core values, as well as part of our heritage. It acknowledges and celebrates the richness and value created by the differences among our employees, our customers, our service offerings, and our businesses. It is about people, backgrounds, lifestyles, ideas and balance between our work and personal lives. It is about maximizing the contributions from all members of our team so that we deliver greater value to our customers. It is about valuing differences. It is not a code word for affirmative action. It is much larger than that. It is about valuing differences. It is about inclusion. It relies on standards of performance and behavior, which lead to mutual respect. Diversity is about effectively using our collective talent to create a competitive advantage that leads to success – both for our internal support staff and contract workforce. Affion is truly committed to effectively recruiting and maintaining a diverse workforce.

Affion maintains an Affirmative Action Program and policy to afford equal employment opportunity to all without regards to race, color, religion, sex, national origin, sexual orientation, handicap or disability or status as a disabled veteran or a veteran of the Vietnam War era. We take affirmative action to ensure applicants for employment and employees are treated without regard to these characteristics. The sole basis for decisions regarding employment status has been, and will continue to be, an individual's qualifications, and based only on valid, non-biased job requirements in positions being filled. To carry out our policy, the commitment includes, but is not limited to recruitment, hiring, promotions, transfers, compensation, benefits, layoffs, terminations, educational tuition assistance and company sponsored training and recreational programs.

Affion employs responsible reporting and monitoring procedures to ensure that all personnel actions are in strict compliance with the Equal Opportunity Policy and our Affirmative Action program. We are further committed to be an Equal Opportunity Employer by various federal, state and city laws on fair employment practices. All of Affion's advertising reflects these same important standards.

We are proud of our success in ensuring a diverse candidate pool and thrilled to have placed multiple women and minority candidates in executive level municipal positions, nationwide.



Individuals Assigned to Search:

Scott Reilly
CEO, Affion Public
reilly@affionpublic.com
 717-576-9847

Scott will be the lead on this search and responsible for quality assurance during the length of your project. During the engagement, he will be responsible for ensuring the success of the process.

Scott, previously the Vice President of Arcus Public, has more than 20 years' experience in Sales, Executive Recruiting and Technology. His depth of knowledge and experience placing top executives and technology professionals enables him to lead the talented group of professionals at Affion Public. Throughout his tenure in the public sector, he has been responsible for leading the engagement process and successfully placing more than 100 professionals in key roles. He's worked in the trenches performing the searches, as well as in leadership roles guiding his team and building relationships with clients while at the helm. He truly understands and appreciates the intricacies of the market, and as CEO for Affion Public, he is responsible for the strategic direction and approach of each of the firm's key service areas.

Scott has been a speaker/presenter on various topics nationally working with leading government officials; to help identify opportunities for technology research and share best practices as well as executive search forums. He was named a founding Honorary Alumni to the Harrisburg University of Science and Technology first graduating class. He currently serves as the vice-chairman of the Derry Township Municipal Authority and has been an active member on the Hershey Country Club Board of Governors. Scott was also recognized by the Central Penn Business Journal as one of the region's Top 40 Under 40. He holds a Bachelor of Science degree in Marketing from Rider University.

Scott has been directly involved with all executive level searches through Arcus Public and Affion Public since 2003.

Gina Sprowls
Recruiting Manager
sprowls@affionpublic.com
 717-763-1987

Gina will manage the recruitment efforts of your executive search. During the engagement, she will provide the direction and coordination for the recruitment to ensure the profile of the ideal candidate is adhered to, so the best candidate is hired for the job.

Gina will be responsible for identifying, profiling, and screening the candidates. Her role will include qualifying potential candidates and conducting interviews of candidates. Additionally, she will assist in coordinating interviews, soliciting feedback, and conducting professional reference checks. She may be involved in the presentation of the final candidates to the stakeholders for consideration.

Gina brings over ten years of diverse experience in recruitment, sales and management. She offers a strong background in Human Resources with an emphasis on executive level recruitment and training. Her recruitment career has crossed over several industries including Public Sector, Technology, Finance, Healthcare, Sales and Education. She has worked on multiple executive level searches for clients across the nation and is known for building and maintaining excellent relationships with our clients and candidates. She holds a Bachelor of Science degree in Business Administration from Capella University and an Associate of Arts degree in Human Resources.

Gina has been directly involved with all executive level searches through Arcus Public and Affion Public since January 2008.



Proposed Project Timeline:

Timeframe	Activity
Upon Selection	<ul style="list-style-type: none"> • Affion to negotiate and finalize contract
Day 1	<ul style="list-style-type: none"> • Facilitate a meeting to discuss timelines, recruitment process and plan for completing the Position and Candidate Profiles • Affion to meet with identified stakeholders to begin the due diligence process • Conduct Public Forums if needed • Simultaneous industry research taking place
Day 10	<ul style="list-style-type: none"> • Affion presents draft of Profile
Day 15	<ul style="list-style-type: none"> • Finalize Profile
Day 16	<ul style="list-style-type: none"> • Search Firm conducts recruitment to include: <ul style="list-style-type: none"> ○ Journals, personal contacts, Websites, etc. ○ Place advertisements ○ Review resumes
Conducted on a weekly basis	<ul style="list-style-type: none"> • Progress Report—check for quality and diversity of applicants. Determine need to target any specific group or area. • Review and qualify all potential candidates
Day 46	<ul style="list-style-type: none"> • Affion concludes the recruitment campaign
Day 65	<ul style="list-style-type: none"> • Review and finalize candidate selection to be presented • References for finalists are contacted • Background checks completed • Internet and media searches conducted on finalists
Day 75	<ul style="list-style-type: none"> • Binder Presentation of 6-8 candidates to the Selection Panel • Affion will facilitate a review of the final candidates
Day 85	<ul style="list-style-type: none"> • Conduct first round of candidate interviews with the Search Committee and key stakeholders • Finalize decision on the candidate of choice and negotiate employment agreement with the candidate
Day 90	<ul style="list-style-type: none"> • Successful Candidate accepts offer of employment



Cost

Full Executive Search:

Affion executive searches are full-service searches conducted by senior executives within our firm. The fee we have outlined herein is all inclusive of all phases of the search including stakeholder meetings, profile development, job postings, sourcing, recruitment, interviewing, reference checking, background checks, media checks, and candidate offer negotiation.

Fee for the City Manager position: \$28,000 (all inclusive)

Additional expenses, which are not included in the overall fee but are expected to be reimbursed by the City of Manor include all candidate travel expenses for the purpose of interviews with the City of Manor. This will vary depending on the location of the finalist selected.

While invoice procedures can be adjusted, our typical billing practice is to spread the fee payment over three equal installments. (One-third to be billed when the contract is signed, one-third to be billed upon presentation of the Final Candidates, and the last one-third to be billed upon the hiring of the desired Candidate.) Adjustments to our payment and billing processes are negotiable in order to best accommodate our clients' needs.

Guarantee:

As with all of our executive searches, we are prepared to offer our standard professional service guarantee. If the hired candidate is asked to leave for reasons of non-performance or leaves of his/her own volition in the first 24 months of employment, we will re-launch a search for a new candidate, under the original position specifications. In such a case, we will do so for no additional professional fee, though charging expenses that may incur to include all Affion travel, hotel, and re-posting of job advertisements. It is our commitment to partner with you from the initial signing of the contract until the candidate accepts and offer and begins employment.



Reference List

City of Aurora, CO

Jim Twombly

City Manager
15151 E. Alameda Parkway, Third Floor
Aurora, CO 80012
303-739-7010
jtwombly@auroragov.org

Dianna M. Giordano

Human Resources Director
15151 E. Alameda Parkway, Third Floor
Aurora, CO 80012
303-739-7225
dgiordan@auroragov.org

Affion had the pleasure of working with the City of Aurora on their City Manager search in 2018. We worked closely with Dianna throughout the bulk of this search. Jim was the successful candidate for this search, and we worked with him on previous searches with the City of Broken Arrow, OK.

City of College Station, TX

Alison Pond

Director of Human Resources and Risk Management
1101 Texas Ave.
College Station, TX 77840
979-764-3518
apond@cstx.gov

Affion has completed several searches with the City of College Station to include their Assistant Director of Planning & Development (2008), Fire Chief (2016), Chief Information Officer (2017), Director of Water Services search (2018), and their Director of Planning and Development Services (2018). We recently worked with them on their City Manager search (2018). We have worked closely with Alison on the majority of the searches.

City of Taylor, TX

Brandt Rydel

Mayor
400 Porter Street
Taylor, TX 76574
512-818-7304 cell
Brandt.rydell@taylortx.gov

Kim Peterson

Director, Human Resources & Civil Service
400 Porter Street
Taylor, TX 76574
512-352-5993
Kim.peterson@taylortx.gov

Affion had the pleasure of working with the City of Taylor on their City Manager search in 2019. We worked closely with Kim throughout the search.



Client List

Cities:

Borough of State College, PA

- Director of Public Works (2016; 2021 – present)

City of Ann Arbor, MI

- Parks and Recreation Services Manager (2008)
- Parks and Recreation Services Deputy Manager (2008)
- City Administrator (2011)
- Fire Chief (2014)
- Police Chief (2015)
- City Administrator (2016)

City of Arlington, TX

- City Auditor (2014)
- Director of Community Development and Planning (2015)

City of Asheville, NC

- Urban Planning and Design Director (2014)
- Police Chief (2015)

City of Austin, TX

- City Manager (2008)
- Fire Chief (2008)
- Chief Information Officer (2008)
- Director of Solid Waste Services (2009)
- Chief Sustainability Officer (2010)
- Director of Code Compliance (2011)
- Chief Financial Officer (2012)
- Austin Water Utility (AWU) Assistant Director, Engineering Services (2013)
- Austin Water Utility (AWU) Assistant Director, Pipeline Operations and Maintenance (2013)
- Assistant City Manager (2013)
- Purchasing Officer (2014)
- Deputy Director, Economic Development (2015)
- Redevelopment Division Manager (2015)
- Assistant Director of Water Res Planning & Analysis (2015)
- Austin Energy – CTO (2016)
- Austin Energy – Chief of Staff (2017)
- Fire Chief (2018)
- Director of Economic Development (2019)
- Director of Development Services (2019)
- Chief Information Security Officer (2020)
- Assistant Director of Economic Development (2020)
- Director of Austin Code (2020)
- Homeless Strategy Officer (2020)
- Assistant Director of Housing and Planning (2021 – present)

City of Atlanta, GA

- Chief Information Officer (2003)

City of Aurora, CO

- City Manager (2018)

City of Bellevue, WA

- Director of Planning and Community Development (2010)
- Chief Communications Officer (2012)
- Chief Economic Development Officer (2014)
- Chief Communications Officer (2016)
- Director of Planning and Community Development (2016)

City of Boulder, CO

- Director of Public Works for Utilities (2011)
- Deputy Director of Community Planning and Sustainability (2011)
- Comprehensive Planning Manager (2012)
- Human Resources Director (2013)

City of Bozeman, MT

- Human Resources Director (2021)

City of Broken Arrow, OK

- Fire Chief (2010)
- Police Chief (2011)
- City Manager (2012)
- Assistant City Manager (2013)
- Director of Engineering/Construction (2014)
- Fire Chief (2014)
- City Manager (2015)

City of Burbank, CA

- Director of Finance (2009)
- Director of Parks and Recreation (2007)

City of Chandler, AZ

- Chief Information Officer (2007)
- Director of Economic Development (2008)
- Director of Planning and Development (2008)
- Municipal Utilities Director (2015)

City of Cedar Park, TX

- Director of Information Services (2018)
- Police Chief (2021)

City of College Station, TX

- Assistant Director of Planning & Development (2008)
- Fire Chief (2016)
- Chief Information Officer (2017)
- Director of Water Services (2018)
- City Manager (2018)
- Director of Planning and Development Services (2018)

City of Columbia, MO

- City Manager (2011)
- CIO (2015)

City of Commerce City, CO

- City Manager (2021)

City of Corpus Christi, TX

- City Manager (2008)

City and County of Denver, CO

- Manager of Community Planning and Development (2012)

City of Dallas, TX

- Deputy Director CIS (2005)
- Public Information Officer (2005)
- Assistant Director Dallas Water Utilities (2005)
- Assistant Director CIS (2005)
- Director and Chief Information Officer (2005)
- Director of Housing (2014)
- Assistant City Manager (2014)
- Director of the Department of Trinity Watershed Management (2015)
- Fire Chief (2016)
- City Manager (2016)

City of Denton, TX

- Director of Environmental Services and Sustainability (2020 - present)

City of Dublin, OH

- CIO (2015)
- Planning Director (2015)

City of Durango, CO

- Director of Public Works (2021)

City of East Lansing, MI

- City Manager (2012)

City of El Paso, TX

- City Manager (2014)
- Director of Museums and Cultural Arts (2014)
- Managing Director of Public Works (2015)
- Director of Planning and Inspections (2018)

City of Eugene, OR

- Executive Director of Planning and Development (2010)

City of Fort Collins, CO

- Chief Sustainability Officer (2014)
- Light & Power Operations Manager (2015)
- Chief Human Resources Officer (2016)
- Cultural Services Director (2016)
- Transport & Parking Services General Manager (2018)
- Director of Cultural Services (2018)
- Director of Planning, Development and Transportation (2019)

City of Galveston, TX

- City Manager (2011)

City of Gardner, KS

- Business and Economic Development Director (2015)
- Utility Director (2015)

City of Greeley, CO

- Director of Human Resources (2020)
- City Clerk (2020)
- Finance Director (2020)
- Fire Chief (2021)
- Director of Public Works (2021)
- Human Resources Deputy Director (2021 – present)

City of Hollywood, FL

- City Manager (2011)

City of Huntsville, TX

- City Manager (2008)

City of Irving, TX

- City Manager (2006)
- Assistant City Manager (2008)
- Internal Auditor (2008)
- Director of Human Resources (2007)
- Assistant Director of Human Resources (2007)
- City Attorney (2007)
- Fire Chief (2006)
- City Secretary (2010)
- Capital Improvement Program Director (2019)

City of Kirkwood, MO

- Chief Administrative Officer (2014)
- Police Chief (2017)

City of Leander, TX

City Manager (2011)

City of Los Angeles, CA

- CIO-Los Angeles World Airport (2007)
- General Manager, ITA (2002)
- Information Systems Manager (2002)
- General Manager Department of Aging (2003)
- Director, Bureau of Sanitation (2004)
- Los Angeles Zoo: General Manager (2003)
- City Engineer (2003)

City of Lynwood, CA

- Assistant City Manager (2007)
- Director of Human Resources (2007)
- Assistant Director of Public Works (2007)
- Deputy Director of Development (2007)

City of Marshall, TX

- City Manager (2014)

City of McKinney, TX

- City Manager (2008)
- Assistant City Manager (2009)
- Director of Finance (2011)
- Director of Water Utilities and Infrastructure (2013)
- Assistant City Manager (2014)
- Director of Public Works (2016)

City of Mesa, AZ

- Deputy City Manager (2007)
- Director of Human Resources (2007)

City of Missouri, City, TX

- Director of Finance (2016)
- Director of Development Services (2016)
- Director of Economic Development (2021)

City of Morgantown, WV

- City Manager (2010)

City of North Richland Hills, TX

- City Manager (2009)
- General Manager: NRH2O, Water Park (2014)

City of Phoenix, AZ

- Human Resources Director (2015, 2017)

City of Plano, TX

- City Manager (2010)
- City Attorney (2013)

City of Port Arthur, TX

- Assistant City Manager (2016)
- Public Works Director (2016)

City of Round Rock, TX

- City Manager (2010)
- Director of Human Resources (2012)
- Police Chief (2013)
- Assistant Finance Director (2021 – present)

City of San Antonio, TX

- City Manager (2006)
- Assistant City Manager (2006)
- Director for the Office of Management and Budget (2020)
- Transportation Director (2020)
- Director of Government and Public Affairs (2021 – present)

City of San José, CA

- Deputy Director of Administration (2006)
- Deputy Director of Integrated Waste Management (2006)

City of San Marcos, TX

- City Manager (2008)
- Human Resources Director (2011)
- Chief Building Official (2011)

City of Savannah, GA

- City Manager (2010)

City of Scottsdale, AZ

- Police Technology Director (2009)

City of Shawnee, OK

- City Manager (2015)

City of Springfield, MO

- City Manager (2008)

City of Tacoma, WA

- Assistant City Manager (2006)
- Director of Finance (2007)
- Director of Information Technology (2008)
- Assistant Director of Finance (2009)

City of Tamarac, FL

- Fire Chief (2009)
- Director of Community Development (2013)
- Assistant City Manager (2017)

City of Taylor, TX

- City Manager (2019)

City of Thornton, CO

- City Manager (2017)

Incorporated Village of Garden City, NY

- Village Administrator (2014)

The Township of Derry, Hershey, PA

- Township Manager (2018)

Counties:**County of Los Angeles, CA**

- Information Systems Manager (2007)
- CIO-Los Angeles World Airport (2007)

City and County of Philadelphia, PA

- Chief Information Officer (2000)
- CIO-Philadelphia Free Library (2001)
- CIO- Philadelphia Police Department (2006)

Delaware County, PA

- Executive Director (2020)

Laramie County, WY

- Public Works Director (2014)

Milwaukee County, WI

- Director of Parks, Recreation & Culture (2013)

Washtenaw County, MI

- Community Development Director (2007)

States:**Commonwealth of Pennsylvania-Office of Administration**

- Chief Information Officer (2008)
- Chief Technology Officer (2008)
- Deputy Chief Information Officer (2008)

Commonwealth of Pennsylvania-Department of Health

- Deputy Secretary of Quality Assurance (2008)
- Deputy Secretary of Health Promotion (2008)
- Bureau Chief of Drug and Alcohol (2008)

State of Texas, Austin, TX

- Director of Benefits - Employee Retirement System of Texas (2006)
- CTO - Employee Retirement System of Texas (2005)
- Chief Information Officer of DIR (2006)

Education:**Harrisburg University, Harrisburg, PA**

- Director of Learning Assessment (2009)
- E-Business Program Director / Faculty (2008)
- Learning Technologies Program Director / Faculty (2008)
- CIS Program Director / Faculty (2007)
- Biotechnology Professor (2008)
- VP for Development (2005)
- Director of Development (2007)
- Controller (2006)
- Network Administrator (2006)

Other:**Central Texas Regional Mobility Authority (CTRMD)**

- Executive Director (2020)

Clarksville-Montgomery County EDC

- President/CEO (2021)

E-470 Public Highway Authority, Aurora, CO

- Executive Director (2015)

Housing Authority of the City of El Paso, TX

- Chief Operating Officer (2010)

International City/County Management Association (ICMA)

- Chief Information Officer (2021 - present)

Minneapolis Parks and Recreation Board, MN

- Assistant Superintendent of Planning (2011)
- Assistant Superintendent of Recreation (2012)
- Deputy Superintendent (2012)
- Assistant Superintendent of Environmental Stewardship (2012)
- Director of Park Safety and Security (2013)
- Human Resources Manager (2013)

Roanoke Redevelopment and Housing Authority

- Executive Director (2006)

Round Rock Chamber of Commerce, TX

- President/Chief Executive Officer (2014)

San Antonio Water System (SAWS)

- Chief Information Officer (2016)

Williamson-Burnet County Opportunities, Inc. (WBCO)

- Executive Director (2013)

North Texas Municipal Water District (NTMWD)

- Water System Manager (2018)



**Thank you for the opportunity to submit this proposal.
We look forward to assisting you with your
executive search needs!**

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

CITY MANAGER
CITY OF MANOR, TEXAS

August 2021

(This proposal is valid for 90 days)



Strategic Government Resources

P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com



August 26, 2021

Hon. Mayor Larry Wallace Jr. and City Council
City of Manor, Texas

Dear Mayor Wallace and City Council Members:

Thank you for the opportunity to submit this proposal to assist the City of Manor in your recruitment for a new City Manager. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

I would like to draw your attention to a few key items that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and Best Management Practices.
- SGR's Servant Leadership e-newsletter, where all recruitments conducted by SGR are announced, reaches nearly 50,000 subscribers in all 50 states.
- SGR will send targeted emails to our opt-in Job Alert subscriber database of over 6,300 city management professionals.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in a myriad of ways, including recruitment efforts. SGR has invested in a variety of technologies that will allow a safe social distancing recruitment process, and we will continue to provide alternatives to in-person meetings, to the extent the City desires, during this uncertain time.

We are excited about the prospect of conducting this recruitment for the City of Manor, and we are available to visit with you at your convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jennifer Fadden", written in a cursive style.

Jennifer Fadden, Chief Operating Officer
JenniferFadden@GovernmentResource.com

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Company Profile

Background

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a **full-service firm**, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 24 full-time employees, 2 part-time employees, 17 recruiters, and a number of consultants who function as subject matter experts on a variety of projects.

SGR's corporate headquarters is in the Dallas/Fort Worth Metroplex. SGR also has virtual offices in California, Florida, Minnesota, New York, North Carolina, Ohio, Oklahoma, Oregon, and Pennsylvania.

SGR Executive Leadership – Recruitment

- Ron Holifield, Chief Executive Officer
- Jennifer Fadden, Chief Operating Officer
- JJ Peters, President of Executive Recruitment

View all SGR team members and bios at: governmentresource.com/about-us/meet-the-team

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of prospects by utilizing our unequaled network of prospects.

- SGR's Servant Leadership e-newsletter, where your position will be announced, reaches nearly 50,000 subscribers in all 50 states.
- We will send targeted emails to over 6,300 opt-in subscribers to SGR's City Manager Job Alerts.
- Your position will be posted on SGR's Website, GovernmentResource.com, which has more than 36,000 visitors per month.
- Your position will be posted on SGR's Job Board, SGRjobs.com, which averages more than 16,000 unique visitors per month and has over 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government and the Local Government Hispanic Network.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitment through via our website, servant leadership e-newsletter, job board, social media, job alert emails, or personal contact.

Collective Local Government Experience

Our recruiters have years of experience in local government and both regional and national networks of relationships. The entire executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis, in both local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all of the relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR quite simply will not enter into an engagement with an entity or organization that directs, or expects, that bias should or will be demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. You can anticipate that SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR obviously cannot, and would not, guarantee the makeup of the semifinalist or finalist groups, SGR does have relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs

SGR devotes a significant amount of time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR devotes a tremendous amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great "fit" from values, philosophy, and management style perspectives.

Trust of Candidates

SGR has a track record of remarkable confidentiality and providing wise counsel to candidates and next generation leaders; we have earned their trust. As a result, SGR is often able to get exceptional prospects to become candidates, even if they have declined to become involved in other recruitment processes. Candidates trust SGR to assess the situation well, communicate honestly and bluntly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication

Your executive recruiter is accessible at all times throughout the recruitment process and can be reached by candidates or clients, even at night and on weekends, by cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis and sends Google alerts articles to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a candidate screening process that prevents surprises and ensures in-depth understanding. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain different insights than typically available on a resume
- Online pre-recorded video interviews that allow search committee members, at their convenience, to view candidates in an interview setting prior to the finalist stage of the recruitment process
- Comprehensive media reports that go far beyond automated Google/LexisNexis searches and are customized to each candidate based on where they have lived and worked
- Comprehensive automated and anonymous reference checks that provide deep insights on candidates' soft skills from a well-rounded group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise, customized to the organization, for finalist candidates

Project Personnel

Margie Rose, Senior Vice President

MargieRose@GovernmentResource.com

Cell: 361-813-8599



Margie C. Rose joined SGR in 2018 as a Senior Vice President for Executive Recruitment. Prior to joining SGR she spent the past 33 years in Municipal and County Government in Michigan and Texas. She most recently served 16 years with the City of Corpus Christi, Texas where she served as Assistant City Manager, Deputy City Manager and City Manager.

Prior to coming to Texas Margie also served as City Manager of Inkster, Michigan. She served in various Director and Interim Director positions throughout her Municipal Government career. She also held an Executive position with the County of Wayne, Michigan.

Margie is currently a member of the International City/County Management Association (ICMA) and Texas City Management Association (TCMA). She is a Retired ICMA Credentialed City Manager and a former Certified Labor Relations Professional (CLRP). She is a past member of Rotary International, Executive Women International and board member for the United Way of the Coastal Bend.

Margie served as an online and classroom faculty member for the University of Phoenix. She also received numerous awards throughout her career.

Margie received her Bachelor of Business Administration Degree and Master of Public Administration Degree from Eastern Michigan University, Ypsilanti, Michigan.

Recruitment Methodology

A full-service recruitment typically entails the following steps:

- 1. Organizational Inquiry and Analysis**
 - Develop Recruitment Plan and Timeline
 - Individual Interviews with Key Stakeholders
 - Development of Position Profile Brochure
- 2. Advertising and Marketing, Communication with Applicants and Prospects**
- 3. Initial Screening and Review**
- 4. Search Committee Briefing to Facilitate Selection of Semifinalists**
- 5. Evaluation of Semifinalist Candidates**
 - Written Questionnaires
 - Recorded Online Interviews
 - Media Searches - Stage 1
- 6. Search Committee Briefing to Facilitate Selection of Finalists**
- 7. Evaluation of Finalist Candidates**
 - Comprehensive Media Searches - Stage 2
 - Comprehensive Background Investigation Reports
 - DiSC Management Assessments (supplemental service)
 - First Year Game Plan or Other Advanced Exercise
- 8. Interview Process**
 - Face-to-Face Interviews
 - Stakeholder Engagement (may occur earlier in process)
 - Deliberations
 - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
 - Determine the Terms of an Offer
 - Negotiate Terms and Conditions of Employment
 - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Develop Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. Individual interviews may include members of the Search Committee, key staff members, peers in other organizations, and/or community leaders to find out more about the position, special considerations, and the political environment. These interviews last approximately 30-60 minutes each and identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches nearly 50,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, GovernmentResource.com, and on SGR's Job Board, SGRjobs.com. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR utilizes Google Alerts and sends weekly update emails to active applicants regarding the organization and community.

Step 3: Initial Screening and Review

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to make sure that the minimum requirements of the position are met, and which of the preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Step 4: Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials. No other firm offers this level of reporting detail and transparency.

Step 5: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, the simple fact is that resumes can be misleading. They tell you nothing about the individual's personal qualities or his/her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments or experience. SGR's responsibility is to go more in-depth than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

Recorded Online Interviews

SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

Media Searches - Stage 1

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

Step 6: Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 7: Evaluation of Finalist Candidates

Comprehensive Media Searches - Stage 2

"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: <http://bit.ly/SGRSampleMediaReport>.

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: bit.ly/SGRSampleBackgroundReport.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: bit.ly/SGRDiscProfileSample. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: bit.ly/SGRDiscTeamReport.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 8: Interview Process

Face-to-Face Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation “log-jams.”

Press Release (if requested)

Until you have “sealed the deal,” you need to be cautious in order to avoid the embarrassment of a premature announcement that does not work out. You also want to try to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people “see” different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues’ I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: bit.ly/sampleIOPReports.

Projected Schedule

Schedule will be adjusted at the outset of the search to meet the organization's needs.

Task	Weeks
<ul style="list-style-type: none"> Contract Executed Develop Recruitment Plan, Timeline <u>Individual Interviews with Key Stakeholders</u> 	Week 1
<ul style="list-style-type: none"> <u>Deliverable</u>: Position Profile Brochure Search Committee Reviews and Approves Brochure 	Weeks 2-3
<ul style="list-style-type: none"> Advertising and Marketing Accept Applications Communication with Prospects and Applicants 	Weeks 4-7
<ul style="list-style-type: none"> Initial Screening and Review 	Week 8
<ul style="list-style-type: none"> <u>Search Committee Briefing</u> / Select Semifinalists Questionnaires and Recorded Online Interviews Media Searches - Stage 1 	Week 9
<ul style="list-style-type: none"> <u>Deliverable</u>: Semifinalist Briefing Books and Online Interviews 	Week 10
<ul style="list-style-type: none"> <u>Search Committee Briefing</u> / Select Finalist Candidates 	Week 11
<ul style="list-style-type: none"> Comprehensive Media Searches - Stage 2 Comprehensive Background Investigation Reports DiSC Management Assessments (supplemental service) First Year Game Plan or Other Advanced Exercise 	Weeks 12-13
<ul style="list-style-type: none"> <u>Deliverable</u>: Finalist Briefing Books 	Week 14
<ul style="list-style-type: none"> <u>Face-to-Face Interviews</u> Stakeholder Engagement (may occur earlier in process) Deliberations Reference Checks (may occur earlier in process) Negotiations and Hiring Process 	Week 15

Recruitment Costs & Service Guarantee

Not-to-Exceed Price: \$24,900

Not-to-exceed price includes:

- **Professional Service Fee - \$18,500**
- **Expenses:**
 - **Position Profile Brochure & Marketing - \$1,500**
 - Production of a professional position profile brochure
 - Custom-designed graphics for social media and email marketing
 - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
 - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
 - Featured job placement on SGR's website
 - Featured ad on SGR's job board
 - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
 - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
 - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
 - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
 - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
 - **Up to Two (2) onsite visits** by the Recruiter to the Organization. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. **Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.**

Supplemental Services

The supplemental services listed below are not included in the not-to-exceed price:

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**
- There may be an additional charge for changes made to the Position Profile Brochure after the brochure has been approved by the organization and the position has been posted online.

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional in-person visits (over and above the two (2) in-person visits included in the not-to-exceed price above) by the Recruiter will be billed over and above the not-to-exceed price. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- If desired, the Recruiter will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of \$1,000 per day, plus travel expenses. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- A half-day onsite post-hire team building workshop is offered for \$4,000, plus travel expenses and \$150 per person for I-OPT reports.
- In the unexpected event the organization requests that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Billing

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

References

City of Hutto, Texas

Population: 30,000

Peter Gordon, City Council Member

peter.gordon@huttotx.gov

Stacy Schmitt, Assistant to the City Manager and Public Information Officer

stacy.schmitt@huttotx.gov

512-759-4929

City Manager Recruitment, 2020

City of Lago Vista, Texas

Population: 8,000

Ed Tidwell, Mayor

mayor@lago-vista.org

804-832-3759

City Manager Recruitment, 2021

City of Pflugerville, Texas

Population: 60,000

Victor Gonzales, Mayor

victor.gonzales@pflugervilletx.gov

512-990-6101

City Manager Recruitment, 2018

City of Anna, Texas

Population: 15,000

Nate Pike, Mayor

npike@annatexas.gov

972-924-3325

City Manager Recruitment, 2018

City of Saginaw, Texas

Population: 21,000

Todd Flippo, Mayor

tflippo@saginawtx.org

817-232-4640

City Manager Recruitment, 2017

Municipal and County Manager/CEO Recruitments, 2016-Present

In Progress

- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Klamath Falls, Oregon (pop. 21,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Levelland, Texas (pop. 13,000) - City Manager
- Madisonville, Texas (pop. 5,000) - City Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, WA (pop. 14,000) - City Administrator

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager

- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

2018

- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- Clackamas County, Oregon (pop. 400,000) - County Administrator
- Clallam County, Washington (pop. 75,000) - County Administrator
- Clark County, Washington (pop. 471,000) - County Manager
- Coffeyville, Kansas (9,500) - City Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager
- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager
- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager
- Plant City, Florida (pop. 38,000) - City Manager
- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager
- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

2017

- Amarillo, Texas (pop. 200,000) - City Manager
- Bastrop, Texas (pop. 8,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager

- Bozeman, Montana (pop. 45,000) - City Manager
- Brenham, Texas (pop. 17,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clute, Texas (pop. 12,000) - City Manager
- Colleyville, Texas (pop. 23,000) - City Manager
- Grandview, Missouri (pop. 26,000) - City Administrator
- Killeen, Texas (pop. 140,000) - City Manager
- Midland, Michigan (pop. 42,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Saginaw, Texas (pop. 21,000) - City Manager
- San Marcos, Texas (pop. 60,000) - City Manager
- Sealy, Texas (pop. 6,500) - City Manager
- Stephenville, Texas (pop. 20,000) - City Administrator
- Temple, Texas (pop. 75,000) - City Manager
- Topeka, Kansas (pop. 127,000) - City Manager
- Vail, Colorado (pop. 5,000) - Town Manager

2016

- Angleton, Texas (pop. 20,000) - City Manager
- Beavercreek, Ohio (pop. 45,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Canadian, Texas (pop. 2,600) - City Manager
- Carrollton, Texas (pop. 130,000) - City Manager
- Clarksville, Indiana (pop. 20,000) - Town Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Davenport, Iowa (pop. 100,000) - City Administrator
- Des Moines, Washington (pop. 30,000) - City Manager
- Elgin, Texas (pop. 10,000) - City Manager
- Gunnison, Colorado (pop. 6,000) - City Manager
- Hot Springs, Arkansas (35,000) - City Manager
- Lake Dallas, Texas (pop. 7,000) - City Manager
- Lake Worth, Texas (pop. 4,500) - City Manager
- Muskegon Heights, Michigan (pop. 11,000) - City Manager
- Northglenn, Colorado (pop. 37,000) - City Manager
- Palestine, Texas (pop. 19,000) - City Manager
- Piney Point Village, Texas (pop. 3,000) - City Administrator
- Port Lavaca, Texas (pop. 12,000) - City Manager
- Spokane Valley, Washington (pop. 95,000) - City Manager

- St. Charles, Missouri (pop. 67,000) - Director of Administration
- Stillwater, Oklahoma (pop. 50,000) - City Manager
- Sweetwater, Texas (pop. 11,000) - City Manager
- Valley Center, Kansas (pop. 7,000) - City Administrator
- Williston, North Dakota (pop. 27,000) - City Administrator

Population number is approximate population at the time the recruitment took place.

SGR Executive Recruitment Clients 2013 to Present Include:

Arizona

- Avondale
- Chandler

Arkansas

- Fort Smith
- Hot Springs

Colorado

- Arvada
- Aurora
- Brighton
- Combined Regional Communications Authority (Fremont County)
- Commerce City
- Craig
- Durango
- Englewood
- Erie
- Golden
- Gunnison
- Lamar
- Mountain View Fire Protection District
- Northglenn
- Vail
- Wheat Ridge

Connecticut

- Clinton
- Fairfield
- Hartford
- Manchester
- South Windsor
- Tolland
- Wethersfield

Florida

- Boynton Beach
- Brevard County
- Clermont
- DeLand
- Fernandina Beach
- Fort Lauderdale
- Government Services Group, Inc.
- Green Cove Springs
- Indian River County
- Jupiter
- Lakeland
- Lee County
- Nassau County
- North Port
- Ormond Beach
- Palm Coast
- Plant City
- Port St. Lucie
- Sarasota County
- Tamarac
- Winter Haven

Georgia

- Albany
- Alpharetta
- Covington
- Johns Creek

Indiana

- Clarksville

Iowa

- Ames
- Davenport
- Des Moines Water Works

Kansas

- Coffeyville
- Hutchinson
- Iola
- Johnson County
- Johnson County Park & Recreation District
- Lawrence
- Lenexa
- Mission Hills
- Olathe
- Overland Park
- Shawnee
- Topeka
- Wyandotte County/Kansas City, Kansas
- Valley Center

Kentucky

- Paducah

Louisiana

- Shreveport

Maryland

- Cecil County Government

Michigan

- Ann Arbor
- Kalamazoo County Consolidated Dispatch Authority
- Midland
- Muskegon Heights

Minnesota

- Blaine
- Chanhassen

Mississippi

- Hancock County Port and Harbor Commission

Missouri

- Ballwin
- Cameron
- Cape Girardeau
- Grandview
- Joplin
- Lebanon
- Monett
- Nevada Housing Authority
- Nixa
- Parkville
- Riverside
- Sikeston
- Smithville
- Springfield
- St. Charles

Montana

- Bozeman
- Great Falls

Nevada

- Clark County
- Las Vegas
- Washoe County

New Mexico

- Farmington
- Four Corners Economic Development Corp.
- Lea County
- Los Lunas

New York

- Briarcliff Manor
- Port Chester
- Rye

North Dakota

- Mountrail-Williams Electric Cooperative
- Williston

Ohio

- Beavercreek
- Franklin County

Oklahoma

- Altus
- Bethany
- Broken Arrow
- Chickasha
- Choctaw
- Glenpool
- Lawton
- Miami
- Miami Office of Economic Development
- Oklahoma Municipal League
- Owasso
- Stillwater

Oregon

- Clackamas County
- Eugene
- Hermiston
- Klamath Falls
- Lane Regional Air Protection Agency
- Sandy
- Sherwood
- Springfield
- Tigard

Pennsylvania

- Kennett Square

Tennessee

- Johnson City
- Murfreesboro

Texas

- Abilene
- Addison
- Alamo Heights
- Alice
- Allen
- Alvin
- Amarillo
- Angleton
- Anna
- Argyle
- Arlington
- Austin
- Azle
- Bastrop
- Bastrop Economic Development Corp.
- Bay City
- Baytown
- BCFS Health & Human Services
- Bedford
- Bell County
- Bellaire
- Belton
- Boerne
- Breckenridge
- Brenham
- Bridgeport
- Brownsville
- Brushy Creek Regional Utility Authority
- Bullard

Texas, continued

- Burkburnett
- Burleson
- Canadian
- Canyon
- Capital Area of Texas Regional Advisory Council (CATRAC)
- Carrollton
- Castroville
- Cedar Park
- Celina
- Citizens for Progress
- City Center Waco
- Clute
- Coleman
- College Station
- Colleyville
- Commerce
- Copperas Cove
- Corpus Christi
- Dallas County
- Dallas County Park Cities M.U.D.
- Del Rio
- Denison
- Denison Area Chamber of Commerce
- Denton
- Denton County Fresh Water Supply District 1-A
- Denton County Transportation Authority (DCTA)
- DeSoto
- Dickinson
- Duncanville
- Edinburg
- El Paso
- El Paso Metropolitan Planning Organization

Texas, continued

- Elgin
- Ennis
- Eules
- Fairview
- Farmers Branch
- Fate
- Ferris
- Flower Mound
- Forney
- Fort Worth
- Freeport
- Fulshear
- Garland
- Georgetown
- Georgetown Chamber of Commerce
- Gonzales Economic Development Corp.
- Granbury
- Grand Prairie
- Grapevine
- Green Valley Special Utility District
- Harris County ESD No. 48
- Henderson
- Highland Park
- Humble
- Hutto
- Hutto Community Development Corp.
- HJV Associates
- Irving
- Jacksonville
- Jacksonville Economic Development Corp.
- Joshua
- Katy
- Kaufman
- Kilgore
- Killeen

Texas, continued

- Kingsville
- Kyle
- Lago Vista
- Lake Dallas
- Lake Worth
- Lakeway
- Lamesa
- Lancaster
- League City
- Leander
- Levelland
- Levelland Economic Development Corp.
- Liberty Hill
- Lindale
- Little Elm
- Lockhart
- Longview
- Longview Economic Development Corp.
- Lubbock
- Lubbock Power & Light
- Madisonville
- Marble Falls
- Marshall
- McKinney
- McKinney Economic Development Corp.
- Memorial Villages Police Department
- Mesquite
- Messer Rockefeller & Fort
- Midland
- Mineral Wells
- Missouri City
- Montgomery
- Mount Pleasant
- Mount Pleasant Economic Development Corp.
- MPACT CDC

Texas, continued

- Nacogdoches
- Nederland
- New Braunfels
- North Central Texas Council of Governments (NCTCOG)
- North Texas Municipal Water District
- North East Texas Regional Mobility Authority
- North Hays County Emergency Services District No. 1
- North Texas Municipal Water District
- North Richland Hills
- North Texas Emergency Communications Center (NTECC)
- Odessa
- Orange
- Palestine
- Paris
- Pearland
- Pflugerville
- Piney Point Village
- Plainview
- Plano
- Port Arthur
- Port Lavaca
- Port Neches
- Portland
- Princeton
- Red Oak
- Reeves County
- Richardson
- Riverbend Water District
- Rockwall Economic Development Corp.
- Round Rock
- Round Rock ISD
- Rowlett

Texas, continued

- Royse City Community Development Corporation
- Saginaw
- San Angelo
- San Marcos
- San Marcos/Hays County EMS
- San Patricio County Economic Development Corp.
- Santa Fe
- Seagoville
- Sealy
- Sherman Economic Development Corp.
- Snyder
- Socorro
- South Grayson Special Utility District
- South Padre Island
- Southlake
- Stephenville
- Sunnyvale
- Sweetwater
- Tarrant County 9-1-1 District
- Taylor
- Temple
- Terrell
- TexAmericas Center
- Texas City
- The Colony
- Trophy Club Municipal Utility District
- Tyler
- Upper Brushy Creek Water Control & Improvement District
- Venus
- Victoria
- Waco
- Waxahachie
- Weatherford

Texas, continued

- Webster
- West Lake Hills
- West University Place
- Westworth Village
- Wichita Falls
- Willow Park
- Wills Point
- Wilmer

Virginia

- Orange County

Washington

- Bainbridge Island
- Bellevue
- Blaine
- Burien
- Des Moines
- Richland
- Shoreline
- Snohomish County Fire District #5
- Snoqualmie
- Spokane
- Spokane Regional Transportation Council
- Spokane Valley
- Whitworth Water District #2

Wyoming

- Campbell County
- Casper



CITY MANAGER

CITY OF HUTTO, TEXAS



GROWING A QUALITY COMMUNITY



Item 10.

THE COMMUNITY

Hutto, Texas, is ideally situated along the SH-130 corridor, just 30 minutes from downtown Austin, in Williamson County. Located only 10 miles from Round Rock’s high-tech manufacturing and assembly center, Hutto is a vibrant business hub that boasts great connectivity and convenient access to the amenities of a large metropolitan area, with a friendly, small-town ambiance.

While the population in 2000 was just 1,250, roughly 30,000 people now call the growing community home. It is not only one of Austin’s fastest growing suburbs, it is also one of the fastest growing cities in the nation, and it’s easy to see why—the people make the difference. People choose Hutto for the active neighborhoods, a strong sense of community, for the dedicated teachers and administrators at the high-performing Hutto Independent School District, and the ability to enjoy small town living while still being a short drive from the heart of the Texas State Capitol.

Hutto’s astronomical level of growth is expected to continue, with its population projected to reach 45,000 by the year 2040. Residents enjoy a high quality of life in a friendly, welcoming atmosphere, and, although the City has grown quickly, neighbors know one another and are actively engaged in the community. Nearly 85% of the community rated Hutto as either “Excellent” or “Good” for the overall quality of life in a recent citizen survey.

Hutto has received several honors, including being named one of the “Top 100 Places in Major Markets to Locate Your Business” by Southern Business and Development magazine. The City was recently recognized as the “Top Place in Texas to Raise a Family,” the “#1 Local City (in the Austin area) For Young Couples,” “One of the Top 100

Places in Major Markets to Locate a Business,” and is consistently ranked one of the fastest growing and safest cities in the country.

Hutto offers a wide array of unmatched community, recreational, and cultural amenities. The City of Hutto has several parks and walking trails where families can relax and enjoy a day outdoors. The Golf Club at Star Ranch features a 15,000 square foot clubhouse, pro shop, and tournament pavilion. Just five minutes from the heart of Hutto is the Dell Diamond, home stadium of the Round Rock Express, the AAA minor league baseball affiliate of the Texas Rangers major league baseball team. The City is currently working on a proposed transformative baseball and retail development project in partnership with Perfect Game (the world’s largest and most comprehensive baseball scouting organization) as part of its relocation of their headquarters and tournament operations from Cedar Rapids, Iowa, to Hutto.

A variety of local businesses, shops, restaurants, and other attractions are located in historic Downtown Hutto, providing a unique shopping experience for residents and visitors from throughout the region. The district is listed on the National Register of Historic Places and is characterized by charming structures dating back to the 1800s.

Adjacent to Downtown Hutto with direct access to US Highway 79, the new 35-acre, \$100 million master planned mixed-use lifestyle Co-Op District development will soon become the area’s unique entertainment destination. When completed, it will comprise 700,000 square feet of development, anchored by the 40,000 square foot City Hall and Library Complex, and includes open piazzas, event space, a retention pond and water features. The renovated cotton gin building and original cotton silos add to the historic aesthetic of the site. The City’s Bushy Creek Amphitheater, with its live performances, spectacular sunsets and some of the best food and drinks in the area, also serves as a family-friendly, affordable entertainment destination for Hutto and the surrounding communities.

Hutto ISD offers quality education to more than 6,600 students across 10 campuses, and enrollment continues to grow by nearly 300 students each year. This innovative school district provides a wide range of educational opportunities, including Early College and a Career and Technical education program. Hutto students also enjoy being part of the award-winning art, band, music, and athletic programs, as well as a nationally recognized Family Career and Community Leaders of America (FCCLA) program. The district recently became the first school district in the area to offer a full-day Head Start program. Each of the six elementary schools, two middle schools, and Hutto High School are all rated either “Recognized” or “Exemplary,” and the high school mascot, the Hippo, is proudly displayed throughout town.

One of Hutto’s greatest assets is the East Williamson County Higher Education Center. This innovative multi-institutional teaching center is located on 57 acres adjacent to SH-130. It houses Texas State Technical College, Temple College, and Texas A&M University – Central Texas, bringing a distinct blend of academic and technical training opportunities to the region. Additional higher education opportunities within easy commuting distance include the University of Texas at Austin, the University of Mary Hardin-Baylor, Southwestern University, St. Edwards University, and Austin Community College.

Major community employers include the Hutto Independent School District (HISD), Home Depot, Lowe’s Home Improvement, and the City of Hutto. The estimated average age of Hutto’s citizens is 31.3 years. The City has a median home value of \$167,622 and an average household income of \$93,000.



VISION

Hutto is a family-friendly community that provides superior public safety, outstanding fiscal responsibility, diversified economy, and an exceptional quality of life.

VALUES

RESPONSIBLE:

We expect those acting on behalf of the organization to consistently show responsibility. Being responsible entails being trustworthy to do what is in the best interest of the community and the City organization and being accountable for our own individual actions.

SAFE:

We expect those acting on behalf of the organization to consistently have a high regard for the safety of all involved, including our residents, visitors, volunteers, employees, and their property. The value of safety includes actions taken to promote the safety of the public (i.e., police services, fire services, emergency medical services and the like) as well as design of our infrastructure, operational policies, and the working conditions provided to our employees. Recognizing that some elements of the work of the City of Hutto come with a level of inherent danger, our goal is to mitigate that danger to the extent reasonable.

AUTHENTIC:

We expect those acting on behalf of the organization to act with authenticity. Hutto is a unique community with a particular history, culture and character, and being authentic entails being genuine in both words and deeds to both the individual character and the character of the community as a whole.

PROGRESSIVE:

We expect those acting on behalf of the City of Hutto to seek creative solutions to problems. Being progressive entails making use of new or different methods, opportunities, and ideas with the intention of advancing the practice or outcome farther and faster than it would under the status quo.

STRATEGIC FOCUS AREAS

- Well Balanced & Diversified Economy
- Public Safety
- Fiscal Responsibility
- Quality of Life & Services
- Infrastructure & Growth





GOVERNANCE AND ORGANIZATION

Hutto is a home rule city operating under the council-manager form of government. The City Council consists of the Mayor and six Council members, elected at-large, and serving three-year terms for a maximum of two consecutive terms. Two Council seats will be up for election in the upcoming November election. The City Council appoints both the City Attorney and a professional City Manager.

Under administrative direction of the Mayor and City Council, the City Manager leads the operations and day-to-day administration of the City. The City Manager performs the duties of Chief Administrative Officer in the administration of all services, affairs, and program of the City. The City Manager provides administrative direction and guidance to all departments, develops and administers the annual City budget, establishes and monitors internal controls and coordination of City programs, and prepares long- and short-term strategic plans to meet the organizational and development needs of the City.

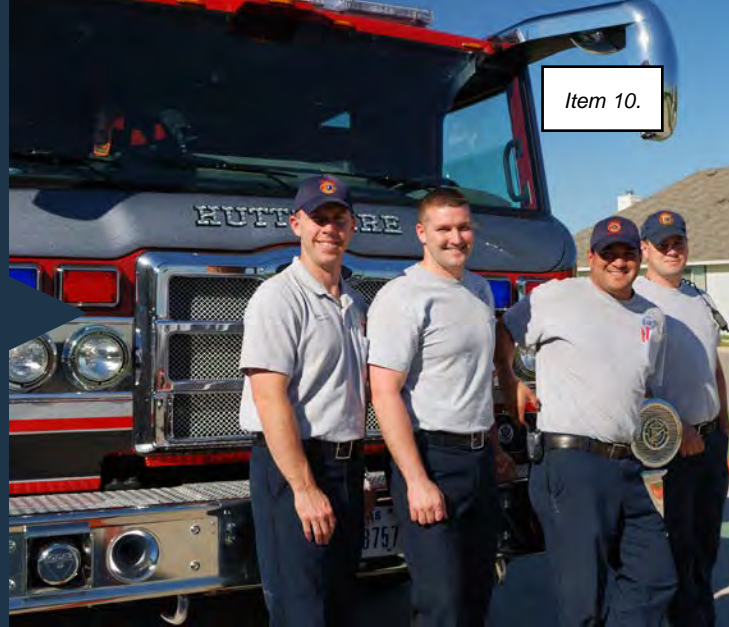
The organization is comprised of approximately 135 employees who provide a full complement of municipal services. Positions reporting directly to the City Manager include the Assistant City Manager, Assistant to the City Manager, Chief Financial Officer, Human Resources Director, and Chief Development Officer. Departments within the City include: City Manager, City Secretary, City Attorney, Municipal Judge, Finance, Information Technology, Communications & Marketing, Human Resources, Development Services (including a Type-B Economic Development Corporation), Convention & Tourism, Public Works (including Water & Wastewater Treatment), and Parks, Recreation & Community Services. Fire Services is provided by the Hutto Emergency Service District.

The current 2020 Budget (excluding the EDC) totals \$27.8 million in operating expenses, approximately \$43.9 million for new capital projects, (of which more than \$39.9 million are paid for by bond proceeds), and approximately \$11.5 million for debt services associated with past and ongoing capital projects.

The City's current total ad valorem tax rate is \$ \$0.631351 per \$100 of valuation including an O&M rate of \$0.397768 and a Debt rate of \$0.233583. Standard & Poors issued Hutto an AA- rating in 2018 for \$125 million of voter-approved bonds for various streets and drainage, public safety, and parks and recreation improvements.

CHALLENGES & OPPORTUNITIES

- ▶ **Growth Management:** In 2010, Hutto's population was 14,698 and it subsequently grew more than 50% from 2010-2018, with a current population of roughly 30,000, making it one of the fastest growing cities in the nation. A candidate that has experience in managing fast-growing communities and recognizing the impact it has on community expectations and associated municipal operations is strongly desired.
- ▶ **Council Dynamics & Political Environment:** The current City Council is not politically aligned, resulting in policy disagreements and split votes on a regular basis. The City Council recognizes the impact that this environment has on the Administration, and the governing body looks to achieve consensus on the desired skills, experience and management style of the successor City Manager, and that the appointment can serve as a catalyst for improved municipal governance. As such, a candidate that is comfortable in successfully navigating day-to-day operations and helping the Council achieve consensus on highly visible policies and direction in a charged environment is strongly desired.
- ▶ **Financial Acumen:** Due to higher-than-projected spending coupled with optimistic revenue projections and the financial impact of the COVID-19 pandemic, the City laid off 48 employees in multiple departments in late March. The City Council, Interim City Manager, and Senior Staff are working through the ensuing financial challenges; however, the successor City Manager is expected to continue to develop and implement a financial response strategy to restore organizational financial stability.
- ▶ **Economic Development:** In support of the City's strategic goal to seek a well-balanced and diversified economy, the next City Manager should possess demonstrated experience in economic development, negotiations, cost-benefit analysis and leveraging public assets and desired community outcomes with private investment opportunities in industrial, commercial, retail/restaurant and residential development.



IDEAL CANDIDATE

Item 10.

The City of Hutto seeks an experienced municipal leader who is highly motivated, energetic, and a skilled strategic thinker to serve as its next City Manager. The ideal candidate will be of strong character and exhibit a commitment to professionalism and best management practices in municipal government.

The successful candidate will be politically astute and have demonstrated experience in communicating effectively with the City Council, and assisting the governing body in finding consensus on key issues and working effectively as a team. It will be important for the new City Manager to place a strong emphasis on promoting unity within the City Council, organization, and the community.



The organization seeks a candidate that possesses highly advanced interpersonal skills and can thrive in an environment involving a high level of citizen and business engagement in municipal matters. The selected individual will be accessible to the public, promote public outreach, and have a desire to become part of the fabric of the community. The individual should be an effective public speaker and be comfortable when communicating with individuals at all socio-economic and educational levels.

It will be important for the next City Manager to develop strategic partnerships with local, state, and federal intergovernmental agencies. The chosen candidate will be pragmatic, flexible, and adaptable while dealing with the complexities of managing city operations. The Manager will be committed to promoting interdepartmental communication and coordination, and providing outstanding customer service, both internally and externally. The chosen candidate should possess strong financial acumen and experience in long-term capital planning and budgeting skills.

The organization seeks an individual with a high level of emotional intelligence and a proactive, transparent, and collaborative management style. The ideal candidate will promote team building and model the highest level of integrity and ethics. A skilled delegator who is comfortable in managing the big picture, the selected candidate will empower and not micromanage employees. The individual should have the ability to motivate staff and build a high-performance and results-driven team. He or she will be supportive of professional development for employees and serve as a coach and mentor to staff.

The chosen candidate will have strong management and leadership skills and the ability to build a culture of trust across the organization. The individual will be approachable, even tempered and maintain a calm demeanor, even while simultaneously juggling multiple tasks and numerous high-profile initiatives. An advocate for City services and the employees who provide such services, the new City Manager should espouse servant leadership principles. The ideal candidate will have a passion for public service but maintain a work-life balance and encourage employees to do the same.

The next City Manager will be a skilled problem solver with excellent negotiation skills and a demonstrated track record of creative and entrepreneurial solutions. They will be open minded and willing to consider "outside the box" strategies to resolve community issues and challenges. The selected individual should also be an advocate for technology and understand deployment of new systems.

EDUCATION AND EXPERIENCE

A master’s degree in Public Administration, Business Administration, or a related field from an accredited institution and a minimum of 10 years of municipal administration experience, including five years in a managerial or supervisory role, are required. Preference will be given to applicants who have served as City Manager or Assistant City manager in a comparable sized or larger community with similar complexities to those in the Hutto municipal organization.

An equivalent combination of education and experience that provides the required knowledge and skills may be considered. The selected candidate will be required to establish residency within the City limits or its extraterritorial jurisdiction (ETJ) within six months following appointment.



COMPENSATION AND BENEFITS

The City of Hutto offers a competitive salary commensurate with qualifications and experience. The City participates in the Texas Municipal Retirement System (TMRS) at the seven percent employee deposit rate with a municipal matching ratio of 2:1 and offers a full range of insurance, leave, and other benefits.



Item 10.

APPLICATION PROCESS

Please apply online at: <http://bit.ly/SGROpenRecruitments>

For more information on this position contact:

Doug Thomas, Senior Vice President
Strategic Government Resources
DouglasThomas@GovernmentResource.com
863-860-9314



To view the status of this position, please visit: <http://bit.ly/SGROpenRecruitments>

The City of Hutto is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check. The selected candidate must be bondable, pass a pre-employment drug screening and/or post-offer physical exam, and secure a valid State of Texas Driver's License within a reasonable period of time following appointment.

RESOURCES

City of Hutto
www.huttotx.gov

City of Hutto Organization Chart

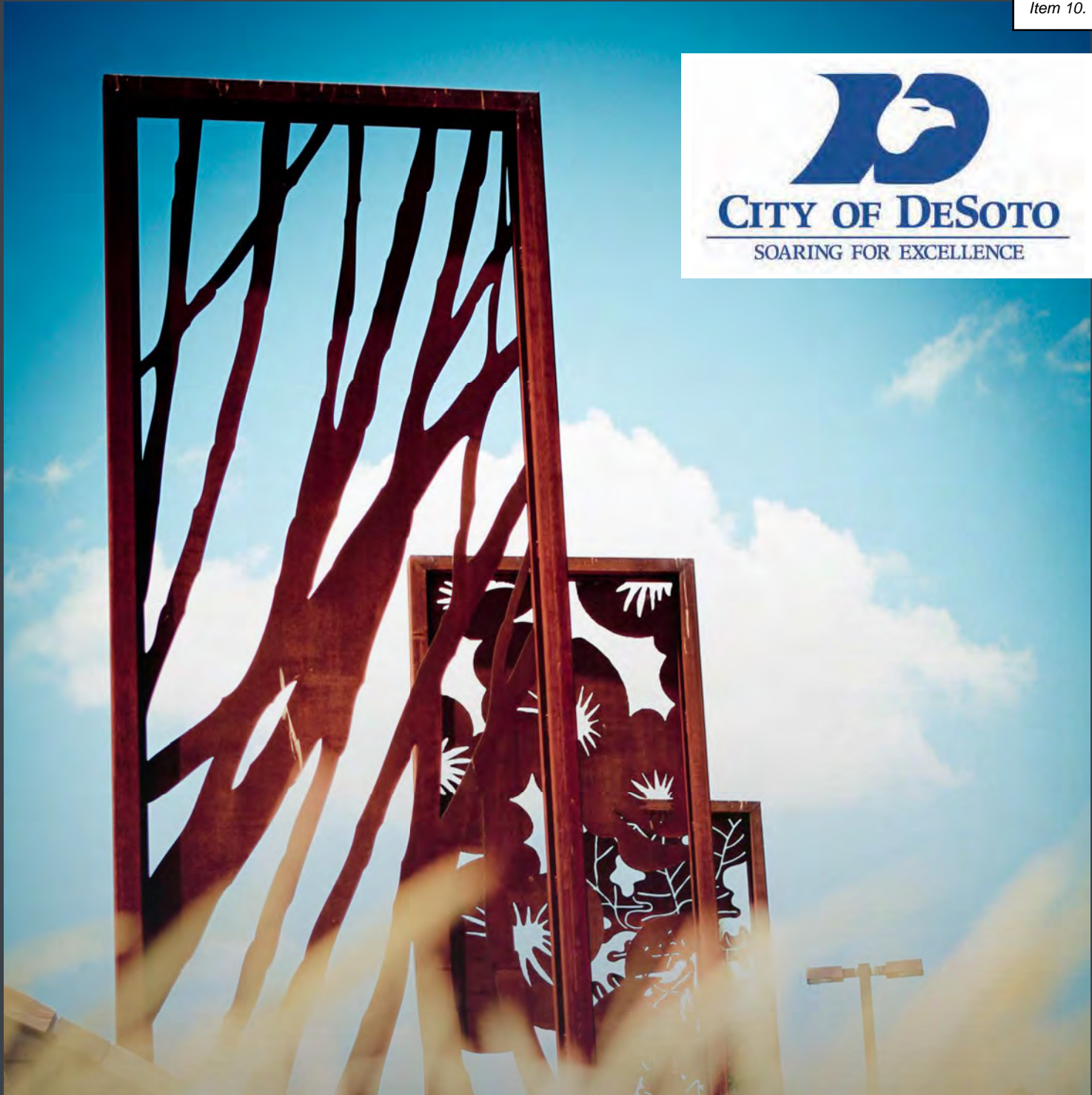
Hutto Chamber of Commerce
www.huttochamber.com

Hutto Economic Development Corporation
www.huttoedc.com

Hutto Convention & Visitor's Bureau
www.visithutto.com

FOLLOW US





CITY MANAGER

CITY OF DESOTO, TEXAS



THE COMMUNITY

The City of DeSoto, Texas, is located in southern Dallas County. The City is home to 56,624 residents and covers approximately 21.58 square miles. DeSoto is part of the Dallas/Fort Worth Metroplex, which consists of twelve counties, over 200 cities and towns, and over seven million people. Its economy is one of the healthiest in the country due to its central location, convenient access to the Dallas-Fort Worth International Airport and other transportation resources, 23 Fortune 500 company headquarters, and an extremely diversified economic base.

The City of DeSoto offers a wide array of recreational, cultural, and entertainment opportunities for residents and visitors alike. Currently, the City has developed 430 acres into 20 parks, trails, and recreational facilities to meet the recreational needs of all residents. In addition to the developed park and trail sites, there are 61 acres of City-owned property that could be developed into park facilities. The City has received many awards and accolades for its excellence service: The DeSoto Police Department has been accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA) since 1993; DeSoto Fire Rescue was awarded the coveted ISO 1 Rating for Fire Protection in 2016, resulting in lower commercial insurance rates for DeSoto businesses; DeSoto Parks & Recreation received accreditation from the Commission for Accreditation for Parks and Recreation Agencies (CAPRA) in 2016; for the third year in a row, DeSoto's Information Technology Department received the prestigious Digital Cities Award for cities with a population under 75,000; and the DeSoto Public Library received the Achievement of Excellence in Libraries Award in 2018 from the Texas Municipal Library Directors Association.

The City of DeSoto is an "All America" City. The National Civic League annually presents the award to 10 communities in the country. It recognizes those whose citizens work together to identify and tackle community-wide challenges and achieve uncommon results. DeSoto strives to continue to embody the accomplishments that earned the award in 2006.

Major employers include the Kohls eFulfillment Center, DeSoto Independent School District, Kohler, Solar Turbines (a Caterpillar Co.), Diab Inc., and NFI Industries.

DeSoto Independent School District (DeSoto I.S.D.) serves over 9,000 Pre-K through 12th grade students across 13 campuses. The district has strong sports and fine arts programming and activities. For those seeking higher education opportunities, there are many options in the area. University of North Texas at Dallas, Cedar Valley College, Mountain View College, and the University of Phoenix at Cedar Hill Resource Center are within easy driving distance.

The City has a median household income of \$66,979 and an average home value of \$224,000.

GOVERNANCE AND ORGANIZATION

CITY COUNCIL VISION STATEMENT

DeSoto is an All-America City, rich in history and educational opportunities, where people come to live, work and play in a prosperous, attractive, culturally-inclusive community that is a destination for arts, family entertainment and sports.



DeSoto is a home rule city which operates under the council-manager form of government. The City Council consists of seven members, including the Mayor. All members are elected at-large and all serve three-year terms and are limited to two terms each.

The City Manager is appointed by and reports directly to the Mayor and City Council and acts as the Chief Executive Officer of the municipality. The City Manager oversees the execution of all ordinances and policies adopted by the Council, the development and execution of the annual operating budgets, municipal operations, and communication and coordination with the Council, various boards, commissions, county, state, and federal agencies, and City staff. Currently, the City Manager's Office is organized in such a way that some of members of the Executive Leadership Team report directly to the City Manager, while others report to the two Deputy City Managers.

The City has received the GFOA Distinguished Budget Presentation Award for 26 continuous years and the GFOA Certificate of Achievement for Excellence in Financial Reporting for 33 continuous years.



FY2019 BUDGET
\$91,147,512



**PROPOSED
FY2020 BUDGET**
\$95,595,446



EMPLOYEES
375 (budgeted for
proposed FY2020)



**AD VALOREM
TAX RATE**
FY2019 0.721394

**Major projects underway
or recently completed:**

- Fire Station # 2 (Projected completion Fall 2019)
- 2018 Water and Sewer Renovation and Replacement Project - Phase 2 (Construction anticipated to begin Spring 2019)
- Chattey Road - Pleasant Run Road to Belt Line Road Improvements (Construction anticipated to begin Fall 2019)
- Pleasant Run Road - Joint MCIP Project # 1- Dallas County (Construction anticipated to begin Summer 2020)
- Westmoreland Road - Joint MCIP Project # 2 - Dallas County (Construction anticipated to begin Summer 2020)
- Whispering Oaks Drainage (Construction anticipated to begin Summer 2019)
- Pleasant Run Road (Westmoreland Road to Cockrell Hill Road)
- Hampton Road (Pleasant Run Road to Belt Line Road)



IDEAL CANDIDATE

The City of DeSoto seeks a visionary, personable, and progressive servant leader with a dedication to providing exceptional public service to serve as its new City Manager. The City Manager will develop a strong understanding of the community's needs and will build and maintain a harmonious, productive relationship with the City Council to ensure the City strategically plans and successfully implements programs and processes that will help the City achieve its goals. The ideal candidate will be well-versed in organizational development and committed to maintaining stability in the organization as the City continues to grow.

The successful candidate will be a fiscally responsible manager with thorough knowledge of municipal finance and budgeting. DeSoto's City Manager must have a strong business acumen and experience with economic development, community development, planning, or redevelopment, in order to lead the City through the process of attracting new commercial development. The desired candidate will be skilled at building relationships with diverse stakeholders and will understand the importance of strong intergovernmental relations and regional partnerships in moving the City forward.

A strategic thinker with a collaborative management style, the City Manager will take a talented and skilled staff to the next performance level. The City Manager will foster a culture of transparency and accountability and must be able to resolve conflict with tact and diplomacy. The ideal City Manager will lead by example, encourage the personal and professional growth of employees, and demonstrate a commitment to providing the resources and technology that will improve the operational efficiency and contribute to the overall success of each department. The selected individual will foster an environment that allows staff to reach their full potential, while uniting all departments with a shared sense of purpose that aligns with the City's mission and vision. An experienced, results-oriented leader with a proven track record of building high-performance teams and developing short and long-term succession plans is strongly desired.

This position requires adaptability and flexibility as situations and priorities change, and the City Manager must have the ability to remain calm under pressure and make sound decisions in a timely manner. The chosen City Manager must be highly ethical and politically astute without being political, building consensus whenever possible. An approachable people person with exceptional verbal and non-verbal communication skills, the City Manager will be highly visible in the community and will work continuously to engage all residents, businesses, and regional partners. Experience working in a diverse community is essential.

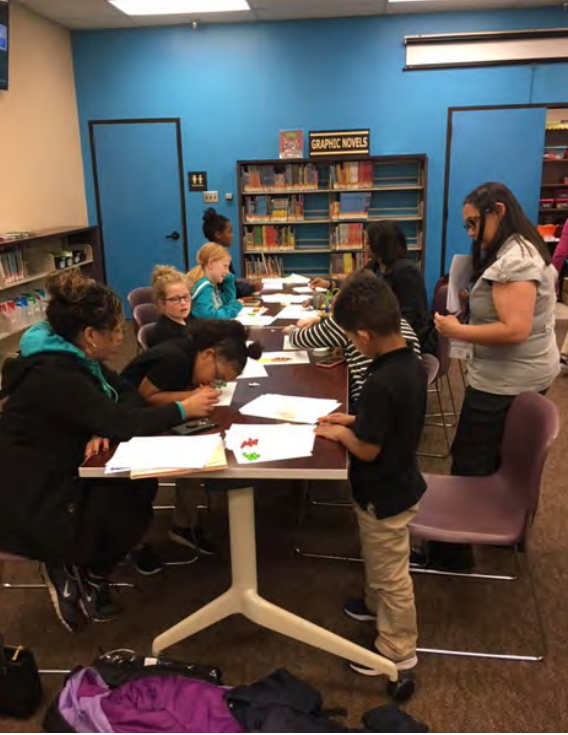
EDUCATION AND EXPERIENCE

The selected candidate must possess a master's degree in public administration or a related field from an accredited post-secondary institution or equivalent and/or a minimum of 10 years of director level experience. The candidate must have experience in a community with a population greater than 40,000. City Manager or Assistant City Manager experience is preferred. A valid driver's license with good driving record and the ability to maintain a good driving record while employed are required. Residency within the DeSoto city limits is required. Residents from outside the region are encouraged to apply.



COMPENSATION AND BENEFITS

The City of DeSoto offers a competitive salary, dependent on qualifications and experience. The City participates in the Texas Municipal Retirement System (TMRS) at a 7% employee deposit rate, with a municipal matching ratio of 2:1. A generous benefits package is provided, including medical, dental, and vision insurance and paid vacation and sick leave time.



APPLICATION PROCESS

Please apply online at: <http://bit.ly/SGRCurrentSearches>
For more information on this position contact:

Margie Rose, Senior Vice President
Strategic Government Resources
margierose@governmentresource.com
361-813-8599

This position is open until filled. To view the status of this position, please visit: <http://bit.ly/SGRCurrentSearches>

The City of DeSoto is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.



RESOURCES

City of DeSoto
desototexas.gov

Economic Development
dedc.org

Chamber of Commerce
desotochamber.org

Comprehensive Plan:
ci.desoto.tx.us/DocumentCenter/View/7419/DES-Comp-Plan-20150928-Final?bidId=

FOLLOW US





May 24, 2021

CITY OF MANOR, TEXAS

Recruitment for City Manager

STATEMENT OF QUALIFICATIONS

May 24, 2021

Dr. Larry Wallace, Jr., Mayor and City Council Members
City of Manor
105 E. Eggleston St.
Manor, TX 78653

Dear Mayor Wallace and Council Members:

It is a pleasure for Chris Hartung Consulting, LLC to submit to you this proposed work plan and supporting information outlining our approach to assisting the City of Manor in the recruitment and selection of a new City Manager. We are excited about the opportunity to be a part of the process of finding a truly outstanding professional who can participate as a member of the City's leadership team in partnership with the City Council. This work plan has been prepared based upon our conversation with the City Manager, our understanding of the search process specifically involving city executives, our experience in similar searches and Chris Hartung's over twenty years of experience in city management. We fully understand the importance of this decision to the City of Manor.

Chris Hartung has over twenty-five years' experience as the owner of a firm or lead consultant engaged in a wide variety of public sector executive search assignments for cities in Texas and the Southwest. Chris Hartung Consulting, LLC was founded in July 2009 as a sole proprietorship owned by G. Chris Hartung. The firm is a successor to Hartung and Associates, a firm which Chris Hartung operated from January 1988 until October 1997. From 1997 until July of 2009, Chris Hartung was a lead consultant for a national executive search firm. Chris Hartung Consulting was transitioned to an LLC in December 2012. The purpose of Chris Hartung Consulting, LLC is to strengthen local government through the provision of effective training, organizational development, executive recruitment and selection, and cost-effective consulting services.

This work plan involves a partnership between the consultant and the City Council in an effort to take advantage of the skills and abilities of both, while keeping the cost as low as possible. Chris Hartung has experience recruiting for a wide variety of positions in local governments. A list of client references for similar City Manager recruitments is attached to this proposal.

Chris Hartung is the authorized representative of the firm and will be the lead consultant for this project. He will handle all the client contact, candidate solicitation and reference calls involved in completing the recruitment. We have sufficient resources in personnel, equipment and time to conduct this project and are prepared to begin the recruitment immediately after notification to begin. Since August of 2009, Chris Hartung Consulting, LLC has established a record of successful completion of similar projects for a variety of clients. We welcome the City to contact any of the clients listed in this proposal.

City of Manor, Texas
City Manager
Recruitment Proposal
Page 2

The philosophy of Chris Hartung Consulting, LLC regarding filling key executive positions in local government is based upon the belief that the best (and maybe only) predictor of success in a position is past success in the same or a similar position. With this principle in mind, our approach to an executive search assignment is to begin the process by developing a current and accurate description of the background, qualifications, personal characteristics and initial priorities for the position. The balance of the assignment is focused on developing a pool of candidates meeting the profile through an aggressive solicitation and screening process that is intended to result in a final group of highly qualified candidates meeting the profile for the client to interview. During the engagement, Chris Hartung Consulting, LLC will guide the City Council with advice at key decision points and by providing logistical support through the handling of applicant communications.

Chris Hartung Consulting, LLC is dedicated to conducting executive search assignments in accordance with the spirit and the intent of equal opportunity laws and regulations. We are proud of the record we have established in being able to recruit and refer candidates from protected classes including women and minority applicants.

I will be happy to discuss this work plan and answer any questions at your convenience. Please call me at 469-321-2180 or e-mail at chris@chcpublicsectorsolutions.com.

Sincerely,

G. Chris Hartung
Owner/President

PROPOSED WORK PLAN

Recruitment and Selection of a New City Manager for the City of Manor, Texas

SCOPE OF THE PROJECT

The City of Manor is situated approximately 12 miles east of Austin on U.S. Highway 290, which links much of Central Texas to Houston. Over the next decade, Manor is poised to see explosive growth as its proximity to Austin, its affordable land, and its location at an interchange of the SH130 toll-road set the stage for this growth. The City is governed by a City Council composed of a Mayor and six City Councilmembers. The Mayor and the Council Members are elected at-large, by Place. The City Council operates under a Home Rule Charter which established the Council/Manager form of government. The Council appoints a City Manager to be the Chief Executive Officer for the City. The City Council is currently considering contracting with an executive recruiting firm to assist the City in the recruitment and section of the next City Manager. We understand the City will be seeking an experienced public management professional who can assist the City Council achieve the City's vision for the community. This work plan has been developed to utilize the expertise and background of the consultant in partnership with the City Council. The goal of Chris Hartung Consulting, LLC is a search engagement which will give the City Council 'Peace of Mind' throughout the process.

TASK ONE: DEVELOPMENT OF THE PROFILE AND ADVERTISING STRATEGY

Chris Hartung Consulting, LLC conducts executive search assignments based upon the belief that the best predictor of success in a position is past success in the same or a similar position. Therefore, the process that follows is intended to describe the requirements of the position accurately and then to generate a pool of candidates who have accomplishments and experiences in areas of interest to the City Council.

When authorized to begin this project, the Consultant will coordinate with the City Council to schedule meetings with the Council Members and others as directed by the City Council, to discuss the background, qualifications and personal characteristics which would make someone a truly outstanding candidate for this position. The Consultant will gather information about immediate issues that will confront the new City Manager during the first twelve to twenty-four months of employment. If desired by the City Council, the Consultant will interview other key stakeholders including city personnel and/or members of the community to gather additional perspectives on the position. During the initial discussions regarding this engagement, the Consultant will also gather information from the City staff to be used in the development of a community profile to be included with the advertising piece to be developed for this recruitment.

We realize that often the decision to apply for a municipal executive position is a family decision as much as it is a career decision. For that reason, we will promote the Manor position as not only a good career opportunity, but also promote the area as a great place to live. Because of our previous experience with the City of Manor, we believe we are in a good position to be a strong advocate for this position.

The Consultant will ask the City to designate one person to be the Project Coordinator and the primary contact for this recruitment. In addition, the Consultant will present an updated schedule for this assignment and will get concurrence from the City Council for the schedule.

Following the initial stakeholder interviews, the Consultant will develop a profile describing the ideal candidate background as well as the priority issues which will face the new executive during the first twelve to twenty-four months of employment. This profile will be submitted to the Mayor and City Council for review and approval before its use in Task Two. Once the City has approved a profile, the Consultant will prepare a brochure based upon the profile to be used as an advertising piece during Task Two. The completed brochure will include instructions to interested parties indicating that they should forward their resume and other information directly to the Consultant. A sample brochure from the Bastrop recruitment is attached to this proposal.

As part of Task One, the consultant will also advise the City Council regarding the placement of ads in various professional organization job posting web sites and/or journals as mutually agreed to by the Consultant and the City. This assistance will include the development and placement of ad copy for this position. Typical ad placements for the position of City Manager include the job boards of various professional organizations such as the Texas Municipal League and the International City/County Management Association.

TASK TWO: RECRUITMENT OF OUTSTANDING CANDIDATES FOR THE POSITION

Following completion of Task One and placement of the advertising, the Consultant will undertake a process of contacting, directly by telephone and electronically, individuals in city management as well as local government officials, consultants, and others with knowledge of local government to identify potential candidates for the position. Our experience in similar searches of this kind has shown us that often the best qualified candidates are not in the active job market and may not respond to traditional advertising approaches or to spam e-mails. The Consultant will focus his efforts on personal outreach and extensively circulating the brochure developed during Task One. Throughout this effort, the Consultant will actively promote this position as a good career and family opportunity.

The Consultant will acknowledge receipt of all resumes to the applicants and will prepare a master list of applicants for this position. It is recommended that the position be posted by the City as “Open until filled”, so that resumes which come in after the first review date can be considered.

TASK THREE: INITIAL SCREENING OF THE APPLICANT POOL

Following the first review date, the Consultant will begin the screening process. Initially, applicant information will be reviewed to allow the Consultant to eliminate candidates whose information does not indicate the background and qualifications desired by the City as described in the profile developed in Task One. The Consultant will identify candidates who appear to meet the minimum qualifications and experience desired by the City. A questionnaire will be submitted to these candidates seeking additional information about the applicant's background and accomplishments in several specific areas of importance to the City of Manor as described in the profile developed in Task One.

Once the questionnaires have been completed and returned to CHC, it is anticipated that the Consultant will meet with the City Council to discuss the pool of candidates for the position. The objective of this discussion will be to identify a group of six to ten candidates for the Consultant to invite to participate in a video interview and a telephone interview with the Consultant. Chris Hartung Consulting, LLC is proud to be able to make available video interviewing through Interviewstream. (See information on page 3.) The video interviews will be designed to provide the Consultant and the Client with additional information about these applicants' experiences and accomplishments as well as provide an opportunity to see and hear their responses to the questions. The City Council will be provided with a link to the Interviewstream website which will provide access to the video interviews at the convenience of the reviewer.

The Consultant telephone interviews are intended to provide the Consultant with additional information about the candidates to allow the development of a recommendation to the City Council for a group of four to six candidates to be designated as finalists who will be scheduled for interviews with the City Council in Manor. During this Task, the Consultant will conduct an Internet search for information published about any of the potential finalists.

As a final step in this Task, the Consultant will meet with the City Council to discuss the results of the initial screening of the candidates and the video interviews. The objectives of this meeting will be to identify the finalists to be interviewed by the City Council and to develop a schedule for the final interview process. With concurrence of the City, the Consultant will move forward to Task Four, Gathering of Reference Information.

Chris Hartung Consulting - InterviewStream Partnership

Client Situation

The City of Manor recognizes the importance of recruiting high-caliber professionals who are committed to quality work and ethical values. The Chris Hartung Consulting/InterviewStream proposed solutions will help you in your recruitment efforts while providing significant cost savings.

Overview

InterviewStream, Inc. is the original provider of pre-recorded and live video interviewing solutions. The firm's product suite of proprietary online technology provides video interview solutions to hundreds of businesses, colleges and universities, executive search firms, staffing firms, and the world's leading global career transition firm.

InterviewStream offers a range of 100% web-based solutions that can help your organization be more efficient in saving time and resources while quickly realizing a return on investment. Organizations can realize significant value in using pre-recorded, live and the internal mobility video interviewing platform. Use of these tools can assist organizations currently exploring opportunities to increase efficiencies and effectiveness within their hiring and related recruiting functions.

Partner with the Best

InterviewStream offers unmatched flexibility with pre-recorded and live video interviewing suite of tools and a proven track record with over 5,000,000 accessible users in 120 countries and eight (8) languages. An adaptable mobile app strategy truly affords InterviewStream clients with flexibility to react quickly and interview select candidates anytime, anywhere.

The bottom line? There is no competing provider that can match the flexibility, simplicity, and level of scalability that our system can offer. InterviewStream is the only provider to cover the entire interview cycle – from practice to employment.

Interview Anytime, Anywhere

No matter where your applicants are in the world or what browser or operating system you or they use - InterviewStream's expansive product suite will work for you! Our systems function independently or with other applicant tracking, recruiting, and career management systems. Above all, it's 100% web-based and can be accessed from any internet-connected computer and tablet.

TASK FOUR: GATHERING OF REFERENCE INFORMATION

Upon completion of Task Three, the Consultant will obtain a release from this group of finalists, allowing him to contact references and to gather information about his/her background including education verification in accordance with the federal Fair Credit Reporting Act (FCRA). The candidates will also be given information about the schedule for interviews in Manor. The main effort in Task Four will be to contact named and unnamed references to gather information about what others think about the work experience and accomplishments of the potential finalists. The Consultant will request at least ten named references from the candidates and will contact at least seven of them. We will also contact other individuals familiar with the candidates' work experience but not named as references as well. Because we consider the reference calls a vital part of the screening process, Chris Hartung will personally contact these individuals. This task will not be delegated to support personnel.

In addition, if authorized by the City, the Consultant will investigate social media, court records, driver license, and educational clearinghouses to determine if there are any problems in these areas of a candidate's background that the City Council should be aware of. If negative information is discovered during this Task, the City Council will be informed as soon as possible.

TASK FIVE: FINAL INTERVIEW PROCESS AND COMPLETION OF SEARCH

As part of the base fee, the Consultant will be available to assist the City Council as needed in the preparation and conduct of the final interviews for this position in Manor. The Consultant will notify finalists about the schedule and other details of the interview process. Candidate travel expenses are the responsibility of the City.

The Consultant will prepare a binder containing information on the finalists for this position for the City Councilmembers. This information will be sent to the City several days prior to the interviews. The information included in the Final Book will include the resumes and other information provided by the candidates, the questionnaire completed by the finalists, the interview notes from the Consultant's interview with the finalists as well as the written reference notes. (Reference notes are typically only provided to the hiring authority and those in the hiring chain, but not to potential peers, subordinates or outside panel members.) The Final Books will also include a set of suggested interview questions for the City Council. The Consultant will be available to attend the final interviews, not to participate in the questioning of candidates, but to assist the City Council and facilitate discussion if desired.

Following completion of the interviews for a position, the Consultant will also be available to assist in negotiations of a salary and benefit offer and/or employment agreement with the selected candidate.

GUARANTEE

CHC is offering a three-way guarantee to the City of Manor if selected to conduct the search as outlined in this work plan. (1) If for some reason, the City is not able to appoint a candidate following the initial group of interviews for a position, the Consultant will work to develop an additional group of finalists for the position for the City Council to consider. CHC will stay with the process until an appointment is made for the basic fee outlined in the proposal dated May 24, 2021. (2) CHC also commits to not solicit any selected candidate for other search assignments during his/her tenure with the City of Manor. (3) If the candidate selected as a result of this contract is terminated or resigns within twelve months of appointment, CHC will conduct a new search to fill the position for no additional fee, but only with the reimbursement of out-of-pocket expenses.

PROPOSED FEE AND EXPENSES

The fee for professional services to conduct the recruitment engagement as described in this proposal is \$18,000, plus reimbursement for out-of-pocket expenses. Reimbursement for out-of-pocket expenses typically includes the direct cost for advertising, printing, postage/shipping, consultant mileage and travel expenses, and third-party background research, but does not include costs for candidate travel which are handled directly by the City. The fee includes up to six trips to Manor during the search process including the final interview sessions. If additional trips or additional services beyond the scope of this proposal are requested by the City, an additional fee may be requested. The fee for professional services is due and payable according to the following schedule: \$4000 due at completion of Task One, \$3000 at completion of Task Two, \$2000 at completion of questionnaires in Task Three, \$2000 at completion of Task Three, \$3000 at Completion of Task Four, \$2000 at submission of the finalist binders prior to the interviews in Task Five, and \$2000 when the search is finalized, and the appointment is made. Expenses will be billed as incurred. Payments should be sent to Chris Hartung Consulting, LLC, P.O. Box 434, Bedford, Texas 76095. We will be happy to contract for a total cost of fees and expenses not to exceed \$22,000.00 for the scope outlined in this proposal.

G. CHRIS HARTUNG

Owner/President of Chris Hartung Consulting, LLC

Chris Hartung is the Owner and President of Chris Hartung Consulting, LLC. Chris has over twenty-five years of public sector consulting experience in the areas of executive search, compensation, classification and other management consulting projects. He also has 20 years of experience as a manager in city government, including service as Director of Finance, Assistant City Manager, and City Manager in full-service municipalities with populations ranging from 15,000 to 160,000. He served for eight (8) years as City Manager of Denton, TX and for seven (7) years as Assistant City Manager for the City of Garland, Texas. Chris is proud of the fact that both Garland and Denton developed reputations for being able to recruit and maintain highly qualified professional staff members.

Chris has conducted management-consulting assignments in a number of areas including compensation planning and implementation, strategic planning, organizational staffing, total quality management, and executive recruitment. His executive recruitment assignments have included chief executive officer, city manager, city attorney, assistant city manager, fire chief, director of parks and recreation, director of public works, and other key executive positions. He has written and presented training in a number of subject areas including recruitment and selection of key employees, effective performance evaluation, leadership and management skills, and customer relations in a public-sector environment. Chris authored an article on local government budgeting in hard times which was published by the Texas Municipal League in the May 2010 issue of its magazine *Texas Town & City* and an article on the job interview which was published in the November 2011 issue of *Public Management*, the magazine of the International City/County Management Association. In 2013, he authored an article on the history of Zero-Base Budgeting in Garland, Texas which was published by the Government Finance Officers Association.

PROFESSIONAL ACCOMPLISHMENTS AND EDUCATION

Chris received his bachelor's degree in government from Southern Methodist University in Dallas and his master's degree in public administration from the University of North Texas in Denton. He has conducted lectures and seminars for Texas A&M University, the University of Texas at Austin, the University of Texas at Arlington, and the University of North Texas. Chris is on the faculties of the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT) hosted by Texas Woman's University and the Certified Public Manager Program (CPM) sponsored by Texas State University. He has also served as a graduate adjunct in Public Administration at the University of North Texas.

CLIENT REFERENCES

Client and Contact

Search Engagements

City of Hillsboro, Texas
Andrew Smith, Mayor
(254) 205-0800

City Manager

City of Woodway, Texas
Bob Howard, Mayor
(254) 717-3069

City Manager

City of Del Rio, Texas
Bruno “Ralph” Lozano, Mayor
(830) 765-6880

City Manager

City of Bastrop, Texas
Connie Schroeder, Mayor
(512) 718-7843

City Manager

Chris Hartung Partial List Recruitments-City Manager/Administrators (Proprietary and Confidential)

(* indicates current incumbent resulted from CH recruitment)

Abilene, TX	City Manager
Aransas Pass, TX	City Manager (2) *
Athens, TX	City Administrator *
Bastrop, TX	City Manager *
Bee Cave, TX	City Manager
Bridgeport, TX	City Administrator (2)
Brownsville, TX	City Manager
Brownwood, TX	City Manager
Canton, TX	City Manager
Chickasha, OK	City Manager (2) *
Corinth, TX	City Manager
Dodge City, KS	City Manager
Ennis, TX	City Manager (2)
Fair Oaks Ranch, TX	City Administrator *
Fate, TX	City Manager
Flower Mound, TX	City Manager
Friendswood, TX	City Manager (3)
Gatesville, TX	City Manager
Highland Park, TX	Town Administrator *
Hillsboro, TX	City Manager (3) *
Hobbs, NM	City Manager
Ingleside, TX	City Manager

Jasper, TX	City Manager
Juneau, AK	Borough Manager
Keene, TX	City Manager
Kerrville, TX	City Manager (5) *
Kilgore, TX	City Manager
La Porte, TX	City Manager
Lago Vista, TX	City Manager
Madisonville, TX	City Manager
Midlothian, TX	City Manager
Missouri City, TX	City Manager (2)
Mount Pleasant, TX	City Manager (3)
Paris, TX	City Manager
Pearland, TX	City Manager
Prosper, TX	Town Manager *
Richwood, TX	City Manager *
Sachse, TX	City Manager
San Angelo, TX	City Manager
Sanger, TX	City Manager (2)
Sealy, TX	City Manager
Seguin, TX	City Manager
Taylor, TX	City Manager
Vernon, TX	City Manager *
Weatherford, TX	City Manager
Wimberley, TX	City Administrator
Woodway, TX	City Manager *

City of Manor, Texas Tentative Project Schedule

City Manager

The following tentative schedule for the completion of the City Manager search is based on the estimated start date in early June. The schedule allows for an orderly recruitment conducted during the Summer/Fall holiday period. While this represents a reasonable time frame for the project, CHC will work with the City Council to develop a schedule which meets the City’s needs. This schedule would allow for the new City Manager to commence work in a October/November 2021 timeframe.

<u>Activity</u>	<u>Due Date</u>
• Preliminary Interviews with Manor City Council and other Stakeholders	Week of June 7, 2021
• Draft of Profile to Manor	June 14, 2021
• Consensus on profile	June 18, 2021
• Commencement of Recruitment Activities/Materials Published	June 21, 2021
• First Review of Resumes by CHC	July 23, 2021
• Semi-Final Candidates Questionnaire complete and Discussions with the City Council	Week of August 2, 2021
• Semi-Final Candidate Video Interviews Completed by CHC	August 13, 2021
• Recommendations of Finalists to the City Council	Week of August 16, 2021
• Completion of Background Investigation by CHC	September 3, 2021
• Candidate Interview Materials to the City	September 3, 2021 (Tentative)
• Final Interviews in Manor	Week of September 13, 2021 (Tentative)
• Offer Extended to Finalist	September 18, 2021
• New City Manager Appointed and Reports to work *	October/November 2021??

This schedule considers holidays taking place during the recruitment schedule (e.g., July 4th, Labor Day etc.), which potentially could affect various tasks. Discussions with the City Council during this project are requested to be in private sessions due to confidentiality concerns.

*Date of employment may vary depending upon separation negotiations with Candidate’s current employer and desires of the City Council.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Tracey Vasquez, HR Manager
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on renewing the contract between the City of Manor and AVESIS for the employee vision plan and authorize the Interim City Manager to sign the contract.

BACKGROUND/SUMMARY:

There will be no increase for the current premium rate of \$6.51 per employee. The renewal period is from January 1, 2022, through December 31, 2023.

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

- Underwriter Documents- Employer Section
- Renewal Statement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve and renew the contract between the City of Manor and AVESIS for the employee vision plan and authorize the Interim City Manager to sign the contract.

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

Employer Section

Underwriter Documents

FIDELITY SECURITY LIFE INSURANCE COMPANY
Kansas City, Missouri

POLICYHOLDER: City of Manor

POLICY EFFECTIVE DATE: 1/1/2022

POLICY NUMBER: VC-16

STATE OF DELIVERY: Texas

READ YOUR POLICY CAREFULLY

This Policy is a legal contract between the Policyholder and Fidelity Security Life Insurance Company. The consideration for this contract is the application and the payment of premiums as set forth herein.

AGREEMENT

This Policy and the attached application form the entire contract between the Policyholder and Us. Oral statements made by the Policyholder, by a Covered Person, by Our agent, or by any other person are not part of this Policy. Only Our President or a Vice President may make changes for Us. Such changes must be in writing and attached to this Policy. We reserve the right to amend the Policy from time to time.

We will pay, with respect to each Covered Person, the insurance benefits provided in this Policy. Payment is subject to the conditions, limitations and exceptions of this Policy. Eligibility requirements to be insured under this Policy are stated in the attached application. This Policy is governed by the laws of the state shown above. The sections set forth on the following pages are a part of this Policy and take effect on the Policy Effective Date.

PREMIUMS

Premiums are payable in advance by the Policyholder.

The first premium is due on the effective date of this Policy. Subsequent premiums are due on the first day of each calendar month thereafter. The required premium due on each premium due date is the sum of the premiums for all employees, and their dependents, covered under this Policy. The premiums due will be determined by applying the premium rates then in effect for each type of insurance provided by this Policy to the number of Covered Persons. All premiums are payable to Us at Our Office or to Our authorized agent.

While this Policy is in force, changes may be required in the premium payable due to a change in insurance as follows:

- a. If an amount of insurance is added or increased during a calendar month and the change is not due to a change in the terms of this Policy, premiums will be changed as of the date the change becomes effective.
- b. If an amount of insurance is deleted or decreased during a calendar month and the change is not due to a change in the terms of this Policy, premium will cease at the end of the calendar month in which the deletion or decrease occurred.
- c. If amounts of insurance are changed during a calendar month due to a change in the terms of this Policy, the premium charge or credit will be computed as of the effective date of the change.

**Group Insurance Policy Providing
 Limited Benefits for Vision Care
 Non-Participating**

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

If premiums are due Us or premium refunds are due the Policyholder as a result of clerical error in the reporting of dates to Us, all premiums or refunds will be calculated at the current rate of premium payment and limited to a maximum period of six months.

Premium Rate Change. We may change the premium rate on any Policy anniversary date. We will give the Policyholder written notice of any premium rate change at least 60 days prior to the change.

Grace Period. A grace period of 31 days will be allowed to the Policyholder for the payment of each premium due after the first premium. This Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31-day period, this Policy will terminate. The Policyholder will be required to pay premium for the grace period.

Return of Premium. We reserve the right to rescind coverage on one or all employees due to intentional misrepresentation or fraud on the application for this Policy or an employee's enrollment form if such misrepresentation materially affected the acceptance of the risk.

1. If, on the date coverage is rescinded, no claims have been paid under this Policy, We will return to the Policyholder all premiums paid for such coverage.
2. If, on the date coverage is rescinded, claims have been paid under this Policy, We reserve the right to deduct an amount equal to the amount of such claims paid from the premiums returned to the Policyholder.

TERMINATION OF POLICY

The Policyholder or We may terminate or cancel this Policy on any date on or after the first Anniversary date of the Policy's Effective Date. Written notice must be provided to the other party at least 31 days prior to termination.

CERTIFICATES

Fidelity Security Life Insurance Company will furnish to the Policyholder a Certificate which will set forth the essential features of the insurance coverage.

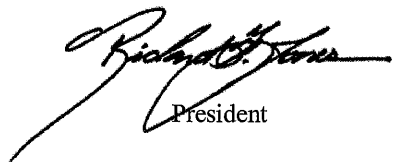

ADDITIONAL INSUREDS

Covered Persons may be added at any time if they meet the eligibility requirements stated in the Policyholder's application, complete an enrollment form, if required, and pay any required premium contributions.

INCORPORATION PROVISION

The provisions of the attached Certificate and all Rider(s) issued to amend this Policy after its effective date are made a part of this Policy. This Policy was signed by the Policyholder on the application. We sign here on behalf of Fidelity Security Life Insurance Company at Kansas City, Missouri.

FIDELITY SECURITY LIFE INSURANCE COMPANY

	
President	Secretary

FIDELITY SECURITY LIFE INSURANCE COMPANY
3130 Broadway • Kansas City, Missouri 64111-2406 • (800) 648-8624

**Group Insurance Certificate Providing
 Limited Benefits for Vision Care
 Non-Participating**

This Certificate will take the place of any and all Certificates and Riders which may have been issued to You at a prior time under the Policy.

GENERAL INFORMATION

About Your Insurance - This Certificate explains the plan of insurance which is underwritten by Fidelity Security Life Insurance Company. Read it closely to become familiar with Your plan. An individual identification card will be issued to You containing Your Group Number and Your Effective Date.

Important Notice - Benefits are payable only for expenses incurred while this insurance is in force. No agent has the right to change the Policy or to waive any part of it. The Policy under which this Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent of or notice to any person who claims rights or benefits under the Policy. The insurance under the Policy does not take the place of nor does it affect any requirements for coverage by Workers' Compensation or a similar type of insurance. The benefits for Dependents which are described in this Certificate will be applicable to Your Dependents only if You make application to have Your Dependents insured.

DEFINITIONS

The following terms have specific meaning as used in the Policy.

Covered Person means an employee meeting the eligibility requirements of the Policy who is covered for benefits. Covered Person will also include Your Dependents, if enrolled.

Dependent means any of the following persons: 1) Your lawful spouse includes Your Domestic Partner, as defined; 2) the unmarried dependent child or children of an employee or of an employee's spouse (which includes stepchildren, legally adopted children, grandchildren, and foster children) who are under 25 years of age, or such higher ages as approved in writing by Us. A child is considered adopted if the employee is a party in a suit in which the adoption of the child by the employee is sought. A grandchild is only eligible if the grandchild is dependent on the employee for federal income tax purposes at the time application for coverage of the child is made. Coverage for any grandchild may not be terminated solely because the covered child is no longer a dependent for federal income tax purposes.

Domestic Partner means an adult who is in a committed relationship with the employee, and the employee and the Domestic Partner are mutually responsible for one another financially and otherwise. To qualify as a Domestic Partner or Dependent under the Policy, all of the following conditions must be met: 1) the Domestic Partner and the employee are over the age of 18 and are mentally competent to enter into contracts; 2) the Domestic Partner and the employee reside in the same household; 3) the Domestic Partner and the employee have a relationship with each other for no less than six months; 4) the Domestic Partner and the employee are not married to any third party; and 5) the Domestic Partner and the employee are of the same sex or opposite sex.

Policy means the Policy issued to the Policyholder.

Policyholder means the Employer named as the Policyholder on the face of the Policy.

Provider means a licensed physician or optometrist who is operating within the scope of his or her license or a dispensing Optician.

THIS PLAN IS NOT MEDICARE SUPPLEMENT. If you are eligible for Medicare, please review "Choosing a Medigap Policy: A Guide to Health Insurance for People With Medicare," available from the Company.

Workers' Compensation. THE INSURANCE POLICY UNDER WHICH THE CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Vision Examination means a comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination: biomicroscopy, examination with cycloplegia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

Vision Materials means corrective lenses and/or frames or contact lenses.

We, Our, Us means Fidelity Security Life Insurance Company.

You, Your, Yours means the employee covered under the Policy.

DEFINITIONS (PPO and Non-PPO)

Preferred Agreement means an agreement between the PPO and a Provider concerning the rates and reimbursement methods for services and supplies provided by such Provider.

Non-Preferred Provider means a Provider, located within the PPO Service Area, who has not signed a Preferred Agreement with the PPO.

Preferred Provider means a Provider who has signed a Preferred Agreement with the PPO.

Preferred Provider Organization ("PPO") means a network of Providers and retail chain stores within the PPO Service Area who have a signed Preferred Agreement with Us.

PPO Service Area means the geographical area where the PPO is located.

EFFECTIVE DATES

Effective Date of Employee's Insurance - Your insurance will be effective as follows: 1) If the Policyholder does not require You to contribute towards the premium for this coverage, Your insurance will be effective on the date You became eligible; 2) If the Policyholder requires You to contribute towards the premium for this coverage, Your insurance will be effective on the date You became eligible, provided; a) You have given Us Your enrollment form (if required) on, prior to, or within 30 days of the date You became eligible; and b) You have agreed, in writing, to pay the required contributions; 3) If You fail to meet the requirements (a) and (b) within 30 days after becoming eligible, Your coverage will not become effective until We have verified that You have met these requirements. You will then be advised of Your effective date.

Effective Date of Dependent's Insurance - Coverage for Dependents becomes effective on the later of: 1) the date Dependent Coverage is first included in Your coverage; or 2) the premium due date on or after the date the person first qualifies as Your Dependent. If an enrollment form is required, You must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

Newborn Children - If a Dependent is covered under Your Certificate, a Dependent child born while this Certificate is in force shall be covered from the moment of birth. In order to continue coverage, You must notify Us and agree to pay any premium contributions that may be required by the Policyholder within 31 days after birth.

Adopted Children - A Dependent child for whom You are party to a suit for adoption while the Certificate is in force will be covered from the date of placement for 31 days. In order to continue coverage beyond this 31-day period, You must send in notice and agree to pay any premium contributions that may be required by the Policyholder within this 31-day period. If proper notice has been given, coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement.

SCHEDULE OF BENEFITS

Covered Persons have the right to obtain vision care from the Provider of their choice. However, payment of the Benefit varies depending on the type of Provider chosen. Benefits are payable as shown in the following Schedule:

Benefit	Preferred Provider	Non-Preferred Provider (Up to a Maximum Dollar Amount of):	Benefit Period
Vision Examination:	\$10.00 copayment	\$35.00	12 Months
Vision Materials:	\$10.00 copayment	N/A	
<i>Standard Lenses</i>			12 Months
Single	Paid in full after copayment	\$25.00	
Bifocal	Paid in full after copayment	\$40.00	
Trifocal	Paid in full after copayment	\$50.00	
Lenticular	Paid in full after copayment	\$80.00	
Standard Progressives	\$50.00	\$40.00	
Frames	\$50.00	\$45.00	24 Months
<i>Contact Lenses*</i>			12 Months
Elective	\$130.00	\$110.00	
Medically Necessary	Paid in full	\$250.00	
Level 3 Lens Option Package			
Basic Polycarbonate	\$0 copayment	\$10.00	
Tints	\$0 copayment	\$4.00	
Scratch Coat	\$0 copayment	\$5.00	
UV Coating	\$0 copayment	\$6.00	
Anti-Reflective Coating	\$0 copayment	\$24.00	

*Contact Lenses includes fit, follow-up and Materials.

Any services which cannot be obtained by a Preferred Provider within the PPO Service Area because: 1) due to their specialized nature, there is no Preferred Provider located within the PPO Service Area; 2) are provided by a Provider not in the PPO Service Area; and 3) are specifically authorized in advance by the Covered Person's Provider and approved by Us, shall be paid in accordance with the Schedule of Benefits, without further deductions, subject to all Policy maximums, limitations, conditions and exclusions.

Benefit Period for Vision Examination is shown in the Schedule of Benefits and begins on the Policy Effective Date.

Benefit Period for Vision Materials is shown in the Schedule of Benefits and begins on the Policy Effective Date.

Vision Examination Benefit - A Covered Person is eligible for one Vision Examination in each successive Benefit Period.

Vision Materials Benefit - If a Vision Examination results in a Covered Person needing corrective Vision Materials for their visual health and welfare, those Vision Materials prescribed by Providers will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- Lenses – Up to two lenses provided one time in each successive Benefit Period.
- Frame – One frame provided one time in each successive Benefit Period.
- Contact Lenses – Contact Lenses benefit provided in lieu of lenses and/or frame.

LIMITATION

Vision Examination and Vision Materials - Fees charged by a Provider for services other than a Vision Examination or covered Vision Materials must be paid in full by the Covered Person to the Provider. Such fees or materials are not covered under this Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Period, except Contact Lenses benefit.

EXCLUSIONS

No benefits will be paid for services or materials connected with or charges arising from: 1) Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes, or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear, required by an Employer as a condition of employment and safety eyewear, unless specifically covered under the Policy; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether Federal, state, or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; or 8) Services or materials provided by any other group benefit plans providing vision care.

Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next benefit Period when Vision Materials would next become available.

TERMINATION OF INSURANCE

For all Covered Persons - All Covered Persons' insurance will end automatically on the last day of the month following the earliest of the following dates: a) The date the Policy ends; b) The end of the last period for which any required contribution agreed to in writing has been made; c) The date You are no longer eligible for insurance; d) The date Your employment with the Employer ends. Your coverage will end on the last day of the month in which employment ends. The Employer may, at its option, continue insurance for individuals whose employment has ended, if it: (i) does so without individual selection between employees; and (ii) if it continues making premium payments for those individuals.

For Dependents - A Dependent's insurance will automatically stop on the last day of the month following the earlier of: a) the date Your coverage ends; b) the end of the month in which the Dependent ceases to be Your Dependent; c) the end of the last period for which any required contribution has been made.

The Employer will be responsible for all premiums due prior to termination. The Employer will be deemed to have notified Us in the month in which the Covered Person ceases to be part of the group if We receive notification within the first three days of the subsequent month, not including Saturdays, Sundays and legal holidays. If the notification is sent during this additional three-day notification period, the Employer must transmit the notification of a Covered Person's loss of eligibility during the previous month by a method that provides immediate written notification, such as an internet portal, electronic mail, or telefacsimile. Immediate written notification sent via electronic means will be presumed received on the date it is submitted; hand-delivered notification will be presumed received on the date the delivery receipt is signed.

A Dependent Child will not cease to be a Dependent solely because of age if the child is: a) not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and b) mainly dependent on You for support. We may ask for proof of the eligible child's incapacity and dependency within 31 days before the date the Dependent would otherwise cease to be covered. We may require the same proof again, but We will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end: a) on the date the Policy ends; b) the date the incapacity or dependency ends; c) the last day of the month for which required premium for the child is paid; or d) 60 days after the date We request proof which is not given to Us.

CLAIMS

Notice Of Claim. Written notice of claim must be given: (a) within 30 days after a covered loss begins; or (b) as soon as reasonably possible after that. This notice may be given to Us at Our Home Office or to Our Administrator. Notice should include the Covered Person's name and the Policy and Certificate numbers.

Claim Forms. When We receive notice of claim, We will send the claimant forms for filing proof of loss within 15 days. If claim forms are not supplied within this 15-day period, a claimant may submit proof in writing, setting forth the nature and extent of the loss.

Proof Of Loss. Proof of loss must be furnished to Us within 90 days after the date of loss. We will not deny or reduce a claim if it was not reasonably possible to give Us proof within the time allowed. In any event, the Covered Person must give Us proof within one year after it is due unless he is legally incapacitated.

Time Of Payment Of Claims. Any benefit payable under the Policy will be paid immediately, but not more than 60 days after receipt of due written proof of loss.

Payment Of Claims. All claims will be paid to You, unless We have the obligation to pay the facility or Provider directly. However, in the event a benefit becomes payable to Your estate, We may pay such benefit, up to an amount equal to \$1,000, to any relative by blood or connection by marriage whom We deem to be equitably entitled thereto. Payment made in good faith fully discharges Us to the extent of any payments made.

Legal Actions. No legal actions may be brought to recover under the Policy: (1) within 60 days after written proof of loss has been furnished as required; or (2) after three years from when written proof of loss is required.

Claim Appeal Procedure. If We partially or fully deny a claim for benefits submitted by a Covered Person and he or she disagrees or does not understand the reasons for this denial, the Covered Person may appeal this decision, and they have the right to: 1) Request a review of the denial; 2) Review pertinent plan documents; and 3) Submit in writing, any data, documents or comments which are relevant to Our review of this denial.

The Covered Person's appeal must be submitted in writing within 180 days of receiving written notice of denial. We will review all information and send written notification within 60 days of the Covered Person's request.

GENERAL PROVISIONS

Entire Contract. The Policy is a legal contract. It is between the Policyholder and Us. The entire contract consists of: (1) the Policy, the Certificate, endorsements and attachments, if any; (2) the Policyholder's Application; and (3) the employees' enrollment forms, if any. Any statement made by the Policyholder or by a Covered Person in an application will, in the absence of fraud, be deemed a representation and not a warranty. No such statement will void the coverage or reduce the benefits or be used in defense to a claim unless it is in writing and a copy of the application is furnished to the Covered Person.

Modification Of Policy. The Policy may be modified at any time by agreement between the Policyholder and Us without consent of any employee. No modification will be valid unless approved by one of Our officers: (1) the President; (2) a Vice President; or (3) the Secretary. The approval must be endorsed on or attached to the Policy. No agent has authority to modify the Policy or waive any of the Policy's provisions to extend the time for premium payment by making any promise or representation.

Incontestability. The validity of the Policy, or this Certificate, shall not be contested, except for non-payment of premiums or misrepresentation, after they have been in force for two years from Your Effective Date. No statement, except fraudulent misstatements, made by You relating to: 1) Your insurability; or 2) The insurability of Your Dependents; shall be used in contesting the validity of the coverage of the person about whom the statement was made after coverage has been in force for a period of two years. Any such statement must be contained in a written instrument signed by You, a copy of which has been furnished to You.

Fraud. If You or the Policyholder commits fraud pertaining to an employee against Us, as determined by a court of competent jurisdiction, Your coverage will end automatically without notice.

Misstatement Of Age. If a Covered Person's age has been misstated, the benefits will be those which the premium paid would have bought for the correct age. If a Covered Person's correct age was over the maximum issue age, coverage will be voided and the premiums paid for such Covered Person will be refunded.

Assignment Of Benefits. You may assign Your benefits. However, an assignment is not binding until We have received and acknowledged in writing the original or copy of the assignment before payment of the benefit. We do not guarantee the legal validity or effect of such assignment.

Grace Period. A grace period of 31 days will be allowed for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. If the premium is not paid within the grace period, coverage will terminate as of the premium due date. The grace period will not apply if the Covered Person gives written notice to Us of his or her intent not to continue this coverage.

Payment To The Texas Department Of Human Services. In the event that the Texas Department of Human Services is paying benefits on behalf of a Covered Person under Chapters 31 or 32 of the Human Resources Code, i.e., a financial and medical assistance service program administered pursuant to the Human Resources Code, and the Company is notified through an attachment to the claim when first submitted to the Company which states that all benefits payable are to be paid directly to the Department of Human Services, the Company will pay all benefits under the Policy for the Covered Person to the Texas Department of Human Services.

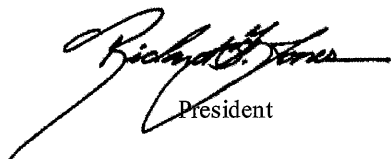
Payment To The Texas Department Of Human Resources. In the event that the Texas Department of Human Resources is paying benefits on behalf of a Covered Person, the Company will pay benefits under the Policy for the Covered Person to the Texas Department of Human Resources.

Payment To Managing Conservator Of A Dependent Child. For a minor child who otherwise qualifies as a Dependent of a Covered Person, benefits may be paid on behalf of the insured Dependent child to a person who is not the Covered Person if an order issued by a court of competent jurisdiction in this or any other state appoints such person the possessory or managing conservator of the child.

To be entitled to receive benefits, a possessory or managing conservator of an insured Dependent child must submit to the Company with the claim application written notice that such person is the possessory or managing conservator of the insured Dependent child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessory or managing conservator or other evidence designated by rule of the Texas State Board of Insurance that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Covered Person where the Covered Person has paid any portion of a medical bill that would be covered under the terms of the Policy.

Agreement. The Policy is amended to read: This Policy is governed by the laws of Texas.

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary



FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway
Kansas City, Missouri 64111-2406
Phone 800-648-8624
A STOCK COMPANY
(Herein Called "the Company")

AMENDMENT RIDER

By attachment of this Rider, the third paragraph of the **PREMIUMS** section in the Policy is amended to add the following:

- d. if a government action, including fees, taxes and assessments, or change in law or regulation materially affects the Company's risk, premium may be adjusted and will be effective upon written notification from the Company at least 60 days before the date of change.

This Rider takes effect on the effective date of the Policy to which it is attached. This Rider terminates concurrently with the Policy to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary



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AMENDMENT RIDER For Texas Residents Only

By attachment of this Rider, the Policy/Certificate is amended by the following:

Any provision of the Policy/Certificate that terminates coverage before the end of the month is amended as follows:


An Insured's coverage will end on the later of:

1. the last day of the month in which the Insured's eligibility ends; or
2. the last day of the month following notification of termination by the Policyholder to the Company.

The Policyholder will be responsible for all premiums due prior to termination. The Policyholder will be deemed to have notified the Company in the month in which the Insured ceases to be part of the group if the Company receives notification within the first three days of the subsequent month, not including Saturdays, Sundays, and legal holidays. If the notification is sent during this additional three-day notification period, the Policyholder must transmit the notification of an Insured's loss of eligibility during the previous month by a method that provides immediate written notification, such as an internet portal, electronic mail, or telefacsimile. Immediate written notification sent via electronic means will be presumed received on the date it is submitted; hand-delivered notification will be presumed received on the date the delivery receipt is signed.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY


Richard D. Jones
President


Bradford R. Jam
Secretary



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REFRACTIVE SURGERY BENEFIT RIDER

This Rider amends the Policy/Certificate to which it is attached. The following refractive surgical benefits are added:

DEFINITIONS

Injury means a bodily Injury sustained directly and independently of all other causes resulting in a covered loss under this Rider.

LASEK (Laser Assisted Epithelium Keratomileusis) means a slight variation of the traditional LASIK procedure as described below. This surgical procedure utilizes a trephine to create an epithelial flap (as opposed to the deeper stromal flap with LASIK) and an alcohol solution to preserve the epithelial cells. Once the epithelial flap is created and lifted, the treatment proceeds as for traditional PRK, with light smoothing at its conclusion. The epithelial flap is then repositioned with a small spatula.

LASIK (Laser Assisted In-Situ Keratomileusis) means a surgical procedure involving the use of a computer-controlled excimer laser to reshape the cornea (epithelium) without invading the adjacent cell layers. An automated microkeratome is used to shave off a thin, hinged layer of the cornea that is lifted, and the exposed surface is reshaped using the laser. After altering the cornea curvature, the flap is replaced and is adhered without stitches. In **IntraLase Initiated LASIK**, a special laser is used instead of a blade to create the flap. In **Custom Wavefront** or **Wavefront-Guided LASIK** procedures, a 3-dimensional measurement of how the eye processes images is used to guide the laser in re-shaping the front part of the eye (cornea).

PRK (Photorefractive Keratectomy) means a surgical procedure involving removal of the surface layer of the cornea by gentle scraping and use of a computer-controlled excimer laser to reshape the stroma.

Physician means an Ophthalmologist or Optometrist licensed under applicable state law to perform the surgical procedures for which benefits are payable under this Rider, and who is acting within the lawful scope of his or her license to render such service. A Physician cannot be the Covered Person or a member of the Covered Person's Immediate Family. "Immediate Family" means the Covered Person or the Covered Person's spouse, parent, child, grandparent, brother, sister, in-law or any person residing with the Covered Person.

Refractive Surgery means a surgical procedure which permanently alters the focusing power of the eye(s) in order to change refractive errors.

BENEFITS

Refractive Surgery Benefit. We will pay a one-time surgical indemnity benefit of \$150 (per Covered Person) for one of the following refractive surgical procedures to one or both eyes: LASIK (including Custom Wavefront, Wavefront-Guided or IntraLase initiated LASIK), LASEK or PRK, if performed by a Physician on a Covered Person while covered under this Rider, subject to the Exclusions provision.

EXCLUSIONS

Refractive Surgery Vision Benefit Exclusions

Benefits are not payable for any of the following:

1. Routine vision examinations or corrective vision materials, including corrective eyeglasses, fittings, lenses, frames or contact lenses; or
2. Medical or surgical procedures, services or treatments:
 - a. not specifically covered under this Rider;
 - b. provided free of charge in the absence of insurance;
 - c. payable under any Workers' Compensation law, or similar statutory authority;
 - d. payable under any governmental plan or program whether Federal, state or subdivisions thereof.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones
President



Bradford R. Jones
Secretary



FIDELITY SECURITY LIFE INSURANCE COMPANY

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AMENDMENT RIDER

By attachment of this Rider, the Policy/Certificate is amended by the following:

Any provision of the Policy/Certificate that provides coverage for a Dependent child up to a certain age is amended to cover such child to age 26, regardless of financial dependency, residency, student status, or marital status.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Fidelity Security Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Technical Services Department at 1-816-756-1060

Toll-free: 1-800-648-8624

Email: claimsmail@ftj.com

Mail: P.O. Box 418131, Kansas City, MO 64111

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Fidelity Security Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Technical Services Department al: 1-816-756-1060

Teléfono gratuito: 1-800-648-8624

Correo electrónico: claimsmail@ftj.com

Dirección postal: P.O. Box 418131, Kansas City, MO 64111

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- **Accident, accident and health, or health insurance (including HMOs):**
 - Up to \$500,000 for health benefit plans, with some exceptions.
 - Up to \$300,000 for disability income benefits.
 - Up to \$300,000 for long-term care insurance benefits.
 - Up to \$200,000 for all other types of health insurance.
- **Life insurance:**
 - Up to \$100,000 in net cash surrender or withdrawal value.
 - Up to \$300,000 in death benefits.
- **Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

Texas Life and Health Insurance Guaranty Association
515 Congress Avenue, Suite 1875
Austin, TX 78701
1-800-982-6362 or www.txlifega.org

For questions about insurance, contact:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
1-800-252-3439 or www.tdi.texas.gov

Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.



FIDELITY SECURITY LIFE INSURANCE COMPANY®

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TEXAS DEPARTMENT OF INSURANCE NOTICE

- You have the right to an adequate network of preferred providers (also known as “network providers”).
 - If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance.
- You have the right, in most cases, to obtain estimates in advance:
 - from out-of-network providers of what they will charge for their services; and
 - from your insurer of what it will pay for the services.
- You may obtain a current directory of preferred providers at the following website: www.Avesis.com or by calling 1-800-828-9431 for assistance in finding available preferred providers.
- If you are treated by a provider or facility that is not a preferred provider, you may be billed for anything not paid by the insurer.
- If directory information is materially inaccurate and you rely on it, you may be entitled to have an out-of-network claim paid at the in-network percentage level of reimbursement and your out-of-pocket expenses counted toward your in-network deductible and out-of-pocket maximum.

FACTS

WHAT DOES Fidelity Security Life Insurance Company, Fidelity Security Life Insurance Company of New York (NY Only) and Affiliates DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- medical information and insurance claim information
- assets and checking account information

When you are no longer our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fidelity Security Life Insurance Company and Affiliates choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Fidelity Security Life share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 800-648-8624 or go to www.fslins.com or www.ftj.com

Who we are	
Who is providing this notice?	Fidelity Security Life Insurance Company and Affiliates including our Administrative, Insurance and Financial Service Providers.
What we do	
How does Fidelity Security Life Insurance Company and Affiliates protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. These physical, electronic and procedural safeguards were created to protect your information. We also limit employee access as appropriate.
How does Fidelity Security Life Insurance Company and Affiliates collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ file an insurance claim or give us your contact information ■ show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Our affiliates include Fidelity Security Life Insurance Company of New York, Forrest T. Jones & Company, Inc., Forrest T. Jones Consulting Company and National Pension & Group Consultants, Inc.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Fidelity Security Life Insurance Company does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include insurance agencies, broker dealers and investment advisor firms.</i>
Other important information	

Employee Section

Underwriter Documents



City of Manor
 10771-172
 050130CZL3

I am Waiving Vision Insurance

AVĒSIS ADVANTAGE VISION CARE EMPLOYEE ENROLLMENT FORM

PLEASE PRINT LEGIBLY

Underwritten by Fidelity Security Life Insurance Company Kansas City, Missouri

Policy No. VC-16

TO BE COMPLETED BY THE EMPLOYEE

Employee Last Name		Employee First Name		MI
Date of Birth / /	Social Security Number - -		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
Street Address				Apartment No.
City		State	Zip Code	

Do you wish to cover your eligible dependents? Yes No

If yes, complete the following:

	Dependent Name	Date of Birth
Spouse/Domestic Partner		/ /
Child		/ /
Child		/ /
Child		/ /
Child		/ /
Child		/ /
Child		/ /

I would like to cover additional eligible dependents (PLEASE LIST ON A SECOND ENROLLMENT FORM)

I agree to receive all documents and correspondence electronically, and I can access the internet or the email address provided. I understand that I may revoke this authorization or request specific paper documents without revoking this authorization by contacting the Company (or Administrator) by mail, email, or telephone. Yes No

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signature	Date
-----------	------

TO BE COMPLETED BY THE EMPLOYER

<input type="checkbox"/> New Enrollment	<input type="checkbox"/> Add Dependents	<input type="checkbox"/> Change Address <input type="checkbox"/> Name	<input type="checkbox"/> Phone <input type="checkbox"/> COBRA	<input type="checkbox"/> Cancel Coverage <input type="checkbox"/> Policy Holder <input type="checkbox"/> Dependent(s)
Reason for Change	<input type="checkbox"/> Employment Status <input type="checkbox"/> Qualifying Event: (PLEASE STATE) _____			
Requested Effective Date	/ /		Date of Employment	/ /

FIDELITY SECURITY LIFE INSURANCE COMPANY
3130 Broadway • Kansas City, Missouri 64111-2406 • (800) 648-8624

**Group Insurance Certificate Providing
 Limited Benefits for Vision Care
 Non-Participating**

This Certificate will take the place of any and all Certificates and Riders which may have been issued to You at a prior time under the Policy.

GENERAL INFORMATION

About Your Insurance - This Certificate explains the plan of insurance which is underwritten by Fidelity Security Life Insurance Company. Read it closely to become familiar with Your plan. An individual identification card will be issued to You containing Your Group Number and Your Effective Date.

Important Notice - Benefits are payable only for expenses incurred while this insurance is in force. No agent has the right to change the Policy or to waive any part of it. The Policy under which this Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent or notice to any person who claims rights or benefits under the Policy. The insurance under the Policy does not take the place of nor does it affect any requirements for coverage by Workers' Compensation or a similar type of insurance. The benefits for Dependents which are described in this Certificate will be applicable to Your Dependents only if You make application to have Your Dependents insured.

DEFINITIONS

The following terms have specific meaning as used in the Policy.

Covered Person means an employee meeting the eligibility requirements of the Policy who is covered for benefits. Covered Person will also include Your Dependents, if enrolled.

Dependent means any of the following persons: 1) Your lawful spouse includes Your Domestic Partner, as defined; 2) the unmarried dependent child or children of an employee or of an employee's spouse (which includes stepchildren, legally adopted children, grandchildren, and foster children) who are under 25 years of age, or such higher ages as approved in writing by Us. A child is considered adopted if the employee is a party in a suit in which the adoption of the child by the employee is sought. A grandchild is only eligible if the grandchild is dependent on the employee for federal income tax purposes at the time application for coverage of the child is made. Coverage for any grandchild may not be terminated solely because the covered child is no longer a dependent for federal income tax purposes.

Domestic Partner means an adult who is in a committed relationship with the employee, and the employee and the Domestic Partner are mutually responsible for one another financially and otherwise. To qualify as a Domestic Partner or Dependent under the Policy, all of the following conditions must be met: 1) the Domestic Partner and the employee are over the age of 18 and are mentally competent to enter into contracts; 2) the Domestic Partner and the employee reside in the same household; 3) the Domestic Partner and the employee have a relationship with each other for no less than six months; 4) the Domestic Partner and the employee are not married to any third party; and 5) the Domestic Partner and the employee are of the same sex or opposite sex.

Policy means the Policy issued to the Policyholder.

Policyholder means the Employer named as the Policyholder on the face of the Policy.

Provider means a licensed physician or optometrist who is operating within the scope of his or her license or a dispensing Optician.

THIS PLAN IS NOT MEDICARE SUPPLEMENT. If you are eligible for Medicare, please review "Choosing a Medigap Policy: A Guide to Health Insurance for People With Medicare," available from the Company.

Workers' Compensation. THE INSURANCE POLICY UNDER WHICH THE CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Vision Examination means a comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination: biomicroscopy, examination with cycloplegia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

Vision Materials means corrective lenses and/or frames or contact lenses.

We, Our, Us means Fidelity Security Life Insurance Company.

You, Your, Yours means the employee covered under the Policy.

DEFINITIONS (PPO and Non-PPO)

Preferred Agreement means an agreement between the PPO and a Provider concerning the rates and reimbursement methods for services and supplies provided by such Provider.

Non-Preferred Provider means a Provider, located within the PPO Service Area, who has not signed a Preferred Agreement with the PPO.

Preferred Provider means a Provider who has signed a Preferred Agreement with the PPO.

Preferred Provider Organization ("PPO") means a network of Providers and retail chain stores within the PPO Service Area who have a signed Preferred Agreement with Us.

PPO Service Area means the geographical area where the PPO is located.

EFFECTIVE DATES

Effective Date of Employee's Insurance - Your insurance will be effective as follows: 1) If the Policyholder does not require You to contribute towards the premium for this coverage, Your insurance will be effective on the date You became eligible; 2) If the Policyholder requires You to contribute towards the premium for this coverage, Your insurance will be effective on the date You became eligible, provided; a) You have given Us Your enrollment form (if required) on, prior to, or within 30 days of the date You became eligible; and b) You have agreed, in writing, to pay the required contributions; 3) If You fail to meet the requirements (a) and (b) within 30 days after becoming eligible, Your coverage will not become effective until We have verified that You have met these requirements. You will then be advised of Your effective date.

Effective Date of Dependent's Insurance - Coverage for Dependents becomes effective on the later of: 1) the date Dependent Coverage is first included in Your coverage; or 2) the premium due date on or after the date the person first qualifies as Your Dependent. If an enrollment form is required, You must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

Newborn Children - If a Dependent is covered under Your Certificate, a Dependent child born while this Certificate is in force shall be covered from the moment of birth. In order to continue coverage, You must notify Us and agree to pay any premium contributions that may be required by the Policyholder within 31 days after birth.

Adopted Children - A Dependent child for whom You are party to a suit for adoption while the Certificate is in force will be covered from the date of placement for 31 days. In order to continue coverage beyond this 31-day period, You must send in notice and agree to pay any premium contributions that may be required by the Policyholder within this 31-day period. If proper notice has been given, coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement.

SCHEDULE OF BENEFITS

Covered Persons have the right to obtain vision care from the Provider of their choice. However, payment of the Benefit varies depending on the type of Provider chosen. Benefits are payable as shown in the following Schedule:

<u>Benefit</u>	<u>Preferred Provider</u>	<u>Non-Preferred Provider</u> <u>(Up to a Maximum Dollar</u>	<u>Benefit Period</u>
		<u>Amount of):</u>	
Vision Examination:	\$10.00 copayment	\$35.00	12 Months
Vision Materials:	\$10.00 copayment	N/A	
<i>Standard Lenses</i>			12 Months
Single	Paid in full after copayment	\$25.00	
Bifocal	Paid in full after copayment	\$40.00	
Trifocal	Paid in full after copayment	\$50.00	
Lenticular	Paid in full after copayment	\$80.00	
Standard Progressives	\$50.00	\$40.00	
<i>Frames</i>	\$50.00	\$45.00	24 Months
<i>Contact Lenses*</i>			12 Months
Elective	\$130.00	\$110.00	
Medically Necessary	Paid in full	\$250.00	
Level 3 Lens Option Package			
Basic Polycarbonate	\$0 copayment	\$10.00	
Tints	\$0 copayment	\$4.00	
Scratch Coat	\$0 copayment	\$5.00	
UV Coating	\$0 copayment	\$6.00	
Anti-Reflective Coating	\$0 copayment	\$24.00	

*Contact Lenses includes fit, follow-up and Materials.

Any services which cannot be obtained by a Preferred Provider within the PPO Service Area because: 1) due to their specialized nature, there is no Preferred Provider located within the PPO Service Area; 2) are provided by a Provider not in the PPO Service Area; and 3) are specifically authorized in advance by the Covered Person's Provider and approved by Us, shall be paid in accordance with the Schedule of Benefits, without further deductions, subject to all Policy maximums, limitations, conditions and exclusions.

Benefit Period for Vision Examination is shown in the Schedule of Benefits and begins on the Policy Effective Date.

Benefit Period for Vision Materials is shown in the Schedule of Benefits and begins on the Policy Effective Date.

Vision Examination Benefit - A Covered Person is eligible for one Vision Examination in each successive Benefit Period.

Vision Materials Benefit - If a Vision Examination results in a Covered Person needing corrective Vision Materials for their visual health and welfare, those Vision Materials prescribed by Providers will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- Lenses – Up to two lenses provided one time in each successive Benefit Period.
- Frame – One frame provided one time in each successive Benefit Period.
- Contact Lenses – Contact Lenses benefit provided in lieu of lenses and/or frame.

LIMITATION

Vision Examination and Vision Materials - Fees charged by a Provider for services other than a Vision Examination or covered Vision Materials must be paid in full by the Covered Person to the Provider. Such fees or materials are not covered under this Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Period, except Contact Lenses benefit.

EXCLUSIONS

No benefits will be paid for services or materials connected with or charges arising from: 1) Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes, or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear, required by an Employer as a condition of employment and safety eyewear, unless specifically covered under the Policy; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether Federal, state, or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; or 8) Services or materials provided by any other group benefit plans providing vision care.

Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next benefit Period when Vision Materials would next become available.

TERMINATION OF INSURANCE

For all Covered Persons - All Covered Persons' insurance will end automatically on the last day of the month following the earliest of the following dates: a) The date the Policy ends; b) The end of the last period for which any required contribution agreed to in writing has been made; c) The date You are no longer eligible for insurance; d) The date Your employment with the Employer ends. Your coverage will end on the last day of the month in which employment ends. The Employer may, at its option, continue insurance for individuals whose employment has ended, if it: (i) does so without individual selection between employees; and (ii) if it continues making premium payments for those individuals.

For Dependents - A Dependent's insurance will automatically stop on the last day of the month following the earlier of: a) the date Your coverage ends; b) the end of the month in which the Dependent ceases to be Your Dependent; c) the end of the last period for which any required contribution has been made.

The Employer will be responsible for all premiums due prior to termination. The Employer will be deemed to have notified Us in the month in which the Covered Person ceases to be part of the group if We receive notification within the first three days of the subsequent month, not including Saturdays, Sundays and legal holidays. If the notification is sent during this additional three-day notification period, the Employer must transmit the notification of a Covered Person's loss of eligibility during the previous month by a method that provides immediate written notification, such as an internet portal, electronic mail, or telefacsimile. Immediate written notification sent via electronic means will be presumed received on the date it is submitted; hand-delivered notification will be presumed received on the date the delivery receipt is signed.

A Dependent Child will not cease to be a Dependent solely because of age if the child is: a) not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and b) mainly dependent on You for support. We may ask for proof of the eligible child's incapacity and dependency within 31 days before the date the Dependent would otherwise cease to be covered. We may require the same proof again, but We will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end: a) on the date the Policy ends; b) the date the incapacity or dependency ends; c) the last day of the month for which required premium for the child is paid; or d) 60 days after the date We request proof which is not given to Us.

CLAIMS

Notice Of Claim. Written notice of claim must be given: (a) within 30 days after a covered loss begins; or (b) as soon as reasonably possible after that. This notice may be given to Us at Our Home Office or to Our Administrator. Notice should include the Covered Person's name and the Policy and Certificate numbers.

Claim Forms. When We receive notice of claim, We will send the claimant forms for filing proof of loss within 15 days. If claim forms are not supplied within this 15-day period, a claimant may submit proof in writing, setting forth the nature and extent of the loss.

Proof Of Loss. Proof of loss must be furnished to Us within 90 days after the date of loss. We will not deny or reduce a claim if it was not reasonably possible to give Us proof within the time allowed. In any event, the Covered Person must give Us proof within one year after it is due unless he is legally incapacitated.

Time Of Payment Of Claims. Any benefit payable under the Policy will be paid immediately, but not more than 60 days after receipt of due written proof of loss.

Payment Of Claims. All claims will be paid to You, unless We have the obligation to pay the facility or Provider directly. However, in the event a benefit becomes payable to Your estate, We may pay such benefit, up to an amount equal to \$1,000, to any relative by blood or connection by marriage whom We deem to be equitably entitled thereto. Payment made in good faith fully discharges Us to the extent of any payments made.

Legal Actions. No legal actions may be brought to recover under the Policy: (1) within 60 days after written proof of loss has been furnished as required; or (2) after three years from when written proof of loss is required.

Claim Appeal Procedure. If We partially or fully deny a claim for benefits submitted by a Covered Person and he or she disagrees or does not understand the reasons for this denial, the Covered Person may appeal this decision, and they have the right to: 1) Request a review of the denial; 2) Review pertinent plan documents; and 3) Submit in writing, any data, documents or comments which are relevant to Our review of this denial.

The Covered Person's appeal must be submitted in writing within 180 days of receiving written notice of denial. We will review all information and send written notification within 60 days of the Covered Person's request.

GENERAL PROVISIONS

Entire Contract. The Policy is a legal contract. It is between the Policyholder and Us. The entire contract consists of: (1) the Policy, the Certificate, endorsements and attachments, if any; (2) the Policyholder's Application; and (3) the employees' enrollment forms, if any. Any statement made by the Policyholder or by a Covered Person in an application will, in the absence of fraud, be deemed a representation and not a warranty. No such statement will void the coverage or reduce the benefits or be used in defense to a claim unless it is in writing and a copy of the application is furnished to the Covered Person.

Modification Of Policy. The Policy may be modified at any time by agreement between the Policyholder and Us without consent of any employee. No modification will be valid unless approved by one of Our officers: (1) the President; (2) a Vice President; or (3) the Secretary. The approval must be endorsed on or attached to the Policy. No agent has authority to modify the Policy or waive any of the Policy's provisions to extend the time for premium payment by making any promise or representation.

Incontestability. The validity of the Policy, or this Certificate, shall not be contested, except for non-payment of premiums or misrepresentation, after they have been in force for two years from Your Effective Date. No statement, except fraudulent misstatements, made by You relating to: 1) Your insurability; or 2) The insurability of Your Dependents; shall be used in contesting the validity of the coverage of the person about whom the statement was made after coverage has been in force for a period of two years. Any such statement must be contained in a written instrument signed by You, a copy of which has been furnished to You.

Fraud. If You or the Policyholder commits fraud pertaining to an employee against Us, as determined by a court of competent jurisdiction, Your coverage will end automatically without notice.

Misstatement Of Age. If a Covered Person's age has been misstated, the benefits will be those which the premium paid would have bought for the correct age. If a Covered Person's correct age was over the maximum issue age, coverage will be voided and the premiums paid for such Covered Person will be refunded.

Assignment Of Benefits. You may assign Your benefits. However, an assignment is not binding until We have received and acknowledged in writing the original or copy of the assignment before payment of the benefit. We do not guarantee the legal validity or effect of such assignment.

Grace Period. A grace period of 31 days will be allowed for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. If the premium is not paid within the grace period, coverage will terminate as of the premium due date. The grace period will not apply if the Covered Person gives written notice to Us of his or her intent not to continue this coverage.

Payment To The Texas Department Of Human Services. In the event that the Texas Department of Human Services is paying benefits on behalf of a Covered Person under Chapters 31 or 32 of the Human Resources Code, i.e., a financial and medical assistance service program administered pursuant to the Human Resources Code, and the Company is notified through an attachment to the claim when first submitted to the Company which states that all benefits payable are to be paid directly to the Department of Human Services, the Company will pay all benefits under the Policy for the Covered Person to the Texas Department of Human Services.

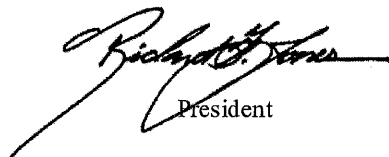
Payment To The Texas Department Of Human Resources. In the event that the Texas Department of Human Resources is paying benefits on behalf of a Covered Person, the Company will pay benefits under the Policy for the Covered Person to the Texas Department of Human Resources.

Payment To Managing Conservator Of A Dependent Child. For a minor child who otherwise qualifies as a Dependent of a Covered Person, benefits may be paid on behalf of the insured Dependent child to a person who is not the Covered Person if an order issued by a court of competent jurisdiction in this or any other state appoints such person the possessory or managing conservator of the child.

To be entitled to receive benefits, a possessory or managing conservator of an insured Dependent child must submit to the Company with the claim application written notice that such person is the possessory or managing conservator of the insured Dependent child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessory or managing conservator or other evidence designated by rule of the Texas State Board of Insurance that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Covered Person where the Covered Person has paid any portion of a medical bill that would be covered under the terms of the Policy.

Agreement. The Policy is amended to read: This Policy is governed by the laws of Texas.

FIDELITY SECURITY LIFE INSURANCE COMPANY


Richard H. Jones
President


Bradford R. Jones
Secretary



FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway
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AMENDMENT RIDER For Texas Residents Only

By attachment of this Rider, the Policy/Certificate is amended by the following:

Any provision of the Policy/Certificate that terminates coverage before the end of the month is amended as follows:

An Insured's coverage will end on the later of:

1. the last day of the month in which the Insured's eligibility ends; or
2. the last day of the month following notification of termination by the Policyholder to the Company.

The Policyholder will be responsible for all premiums due prior to termination. The Policyholder will be deemed to have notified the Company in the month in which the Insured ceases to be part of the group if the Company receives notification within the first three days of the subsequent month, not including Saturdays, Sundays, and legal holidays. If the notification is sent during this additional three-day notification period, the Policyholder must transmit the notification of an Insured's loss of eligibility during the previous month by a method that provides immediate written notification, such as an internet portal, electronic mail, or telefacsimile. Immediate written notification sent via electronic means will be presumed received on the date it is submitted; hand-delivered notification will be presumed received on the date the delivery receipt is signed.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY


Richard C. Jones
President


Bradford R. Jones
Secretary



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REFRACTIVE SURGERY BENEFIT RIDER

This Rider amends the Policy/Certificate to which it is attached. The following refractive surgical benefits are added:

DEFINITIONS

Injury means a bodily Injury sustained directly and independently of all other causes resulting in a covered loss under this Rider.

LASEK (Laser Assisted Epithelium Keratomileusis) means a slight variation of the traditional LASIK procedure as described below. This surgical procedure utilizes a trephine to create an epithelial flap (as opposed to the deeper stromal flap with LASIK) and an alcohol solution to preserve the epithelial cells. Once the epithelial flap is created and lifted, the treatment proceeds as for traditional PRK, with light smoothing at its conclusion. The epithelial flap is then repositioned with a small spatula.

LASIK (Laser Assisted In-Situ Keratomileusis) means a surgical procedure involving the use of a computer-controlled excimer laser to reshape the cornea (epithelium) without invading the adjacent cell layers. An automated microkeratome is used to shave off a thin, hinged layer of the cornea that is lifted, and the exposed surface is reshaped using the laser. After altering the cornea curvature, the flap is replaced and is adhered without stitches. In **IntraLase Initiated LASIK**, a special laser is used instead of a blade to create the flap. In **Custom Wavefront** or **Wavefront-Guided LASIK** procedures, a 3-dimensional measurement of how the eye processes images is used to guide the laser in re-shaping the front part of the eye (cornea).

PRK (Photorefractive Keratectomy) means a surgical procedure involving removal of the surface layer of the cornea by gentle scraping and use of a computer-controlled excimer laser to reshape the stroma.

Physician means an Ophthalmologist or Optometrist licensed under applicable state law to perform the surgical procedures for which benefits are payable under this Rider, and who is acting within the lawful scope of his or her license to render such service. A Physician cannot be the Covered Person or a member of the Covered Person's Immediate Family. "Immediate Family" means the Covered Person or the Covered Person's spouse, parent, child, grandparent, brother, sister, in-law or any person residing with the Covered Person.

Refractive Surgery means a surgical procedure which permanently alters the focusing power of the eye(s) in order to change refractive errors.

BENEFITS

Refractive Surgery Benefit. We will pay a one-time surgical indemnity benefit of \$150 (per Covered Person) for one of the following refractive surgical procedures to one or both eyes: LASIK (including Custom Wavefront, Wavefront-Guided or IntraLase initiated LASIK), LASEK or PRK, if performed by a Physician on a Covered Person while covered under this Rider, subject to the Exclusions provision.

EXCLUSIONS

Refractive Surgery Vision Benefit Exclusions

Benefits are not payable for any of the following:

1. Routine vision examinations or corrective vision materials, including corrective eyeglasses, fittings, lenses, frames or contact lenses; or
2. Medical or surgical procedures, services or treatments:
 - a. not specifically covered under this Rider;
 - b. provided free of charge in the absence of insurance;
 - c. payable under any Workers' Compensation law, or similar statutory authority;
 - d. payable under any governmental plan or program whether Federal, state or subdivisions thereof.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary



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AMENDMENT RIDER

By attachment of this Rider, the Policy/Certificate is amended by the following:

Any provision of the Policy/Certificate that provides coverage for a Dependent child up to a certain age is amended to cover such child to age 26, regardless of financial dependency, residency, student status, or marital status.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY


Richard C. Jones
President


Bradford R. Jones
Secretary

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Fidelity Security Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Technical Services Department at 1-816-756-1060

Toll-free: 1-800-648-8624

Email: claimsmail@ftj.com

Mail: P.O. Box 418131, Kansas City, MO 64111

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Fidelity Security Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Technical Services Department al: 1-816-756-1060

Teléfono gratuito: 1-800-648-8624

Correo electrónico: claimsmail@ftj.com

Dirección postal: P.O. Box 418131, Kansas City, MO 64111

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- **Accident, accident and health, or health insurance (including HMOs):**
 - Up to \$500,000 for health benefit plans, with some exceptions.
 - Up to \$300,000 for disability income benefits.
 - Up to \$300,000 for long-term care insurance benefits.
 - Up to \$200,000 for all other types of health insurance.
- **Life insurance:**
 - Up to \$100,000 in net cash surrender or withdrawal value.
 - Up to \$300,000 in death benefits.
- **Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

<p>To learn more about the Association and your protections, contact:</p> <p>Texas Life and Health Insurance Guaranty Association 515 Congress Avenue, Suite 1875 Austin, TX 78701 1-800-982-6362 or www.txlifega.org</p>	<p>For questions about insurance, contact:</p> <p>Texas Department of Insurance P.O. Box 149104 Austin, TX 78714-9104 1-800-252-3439 or www.tdi.texas.gov</p>
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Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.



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TEXAS DEPARTMENT OF INSURANCE NOTICE

- You have the right to an adequate network of preferred providers (also known as “network providers”).
 - If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance.
- You have the right, in most cases, to obtain estimates in advance:
 - from out-of-network providers of what they will charge for their services; and
 - from your insurer of what it will pay for the services.
- You may obtain a current directory of preferred providers at the following website: www.Avesis.com or by calling 1-800-828-9431 for assistance in finding available preferred providers.
- If you are treated by a provider or facility that is not a preferred provider, you may be billed for anything not paid by the insurer.
- If directory information is materially inaccurate and you rely on it, you may be entitled to have an out-of-network claim paid at the in-network percentage level of reimbursement and your out-of-pocket expenses counted toward your in-network deductible and out-of-pocket maximum.



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NOTICE OF ADMINISTRATOR'S CAPACITY

PLEASE READ: This notice advises insured persons of the identity and relationship among the administrator, the policyholder and the insurer:

1. Fidelity Security Life Insurance Company (FSL) has, by agreement, arranged for Avesis Third Party Administrators, Inc. to provide administrative services for your insurance plan. As administrator, Avesis Third Party Administrators, Inc. may be authorized to market, underwrite, bill and collect premiums, process claims payment, and perform other services, according to the terms of its agreement with the insurance company. Avesis Third Party Administrators, Inc. is not the insurance company or the policyholder.
2. The policyholder is the entity to whom the insurance policy has been issued. The policyholder is identified on either the face page or schedule page of the policy or certificate.
3. Fidelity Security Life Insurance Company is liable for the funds to pay your insurance claims.

If Avesis Third Party Administrators, Inc. is authorized to process claims for the insurance company, they will do so promptly. In the event there are delays in claims processing, you will have no greater rights to interest or other remedies against Avesis Third Party Administrators, Inc. than would otherwise be afforded to you by law.



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HIPAA Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice describes how we protect personal health information we have about you which relates to our medical, dental, vision and prescription drug coverage. Protected Health Information ("PHI") is individually identifiable information about you. All of the following are examples of PHI: demographic information like your name, address and social security number; medical information that relates to your past, present or future physical or mental health that is collected, created or received from you, a health care provider, a health plan, employer or a health care clearinghouse; the providing of health care; or the past, present or future payment for providing health care to you.

Our Legal Duty

We are required by applicable federal and state laws to maintain the privacy of your PHI. We are also required to give You this notice about our privacy practices, our legal duties, and your rights concerning your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect June 1, 2013 or the date coverage became effective for you, whichever is later, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all PHI that we maintain, including PHI we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to our Insureds at the time of change.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

Uses and Disclosures of Your PHI

In conducting our business we will create records regarding you and the insurance services we provide you. The main reasons for which we may use and may disclose your PHI are to evaluate and process any requests for medical coverage and claims for benefits you may make. The following describe these and other uses and disclosures, together with some examples:

Treatment: We may use or disclose your PHI to facilitate medical treatment by providers. For example, your PHI may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to treat you. We may request the services of a business associate to assist us in these activities.

Payment: We may use and disclose your PHI to facilitate payment of benefits under your insurance coverage. For example, we might disclose your PHI to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity, to obtain payments and to issue explanations of benefits. We also may use your PHI to obtain payment from third parties that may be responsible for your premium payments, such as family members.

Health Care Operations: We may use and disclose your PHI as necessary, and as permitted by law, to operate our business. Health care operations include: (i) rating our risk and determining our premiums for your insurance; (ii) conducting quality assessment and improvement activities; (iii) conducting or arranging for medical review, legal services, audit services, fraud and abuse detection and compliance programs; and (iv) business planning and development.

On Your Authorization: You may give us written authorization to use your PHI or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your PHI for any reason except those described in this notice. We would also need to obtain your prior written authorization if your PHI were to be used for marketing or sales purposes.

To Your Family and Friends: We may disclose your PHI to a family member, friend, or other person to the extent necessary to help with your health care or for payment of your health care. We may use or disclose your name, location and general condition or death to notify, or assist in the notification, of (including identifying or locating) a person involved in your care.

Before we disclose your PHI to a person involved with your health care or payment for your health care, we will provide you with an opportunity to object to such uses or disclosures. If you are not present, or in the event of your incapacity or an emergency, we will disclose your PHI based on our professional judgment of whether the disclosure would be in your best interest.

Your Employer or Organization Sponsoring Your Health Plan: We may disclose your PHI and the PHI of others enrolled in your group insurance plan to the employer or other organization that sponsors your group insurance plan to permit the plan administrator to perform plan administration functions. We may also disclose summary information about the enrollees in your group insurance plan to the plan administrator to use to obtain premium bids for the health insurance coverage offered through your group insurance plan or to decide whether to modify, amend or terminate your group insurance plan. The summary information we may disclose will summarize claims history, claims expenses, or types of claims experienced by the enrollees in your group insurance plan. The summary information will be stripped of demographic information about the enrollees in the group insurance plan, but the plan administrator may still be able to identify you or other participants in your group health plan from the summary information. We may also disclose enrollment and disenrollment information to either the plan administrator or plan sponsor of your group insurance plan.

Underwriting: We may receive your PHI for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits. We will not use or further disclose your PHI for any other purpose, except as required by law, unless the contract of health insurance or health benefits is placed with us, or where we disclose such information to MIB, Inc., a non-profit membership organization of life and health insurance companies, which operates an information exchange on behalf of its members. In those cases, our use and disclosure of your PHI will only be as described in this notice. We are also prohibited from using genetic information for underwriting.

Public Benefit: We may use or disclose your PHI without your authorization when required or permitted by law for the following purposes deemed in the public interest or benefit:

- for public health activities, including disease and vital statistic reporting, child abuse reporting, FDA oversight, and to employers regarding work-related illness or injury;
- to report adult abuse, neglect, or domestic violence;
- to health oversight agencies;
- in response to court and administrative orders and other lawful processes;
- to law enforcement officials pursuant to subpoenas and other lawful processes, concerning crime victims, suspicious deaths, crimes on our premises, reporting crimes in emergencies, and for purposes of identifying or locating a suspect or other person;
- to coroners, medical examiners, and funeral directors;
- to organ procurement organizations;
- to avert a serious threat to health and safety;
- to the military and to federal officials for lawful intelligence, counterintelligence, and national security activities;
- to correctional institutions regarding inmates; and
- as authorized by state worker's compensation laws.

Business Associates: Certain aspects and components of our business are preformed through contracts with outside persons or organizations. Examples of these outside persons and organizations include our duly appointed insurance agents, third party administrators, financial auditors, actuarial and underwriting services, reinsurers, legal services, enrollment and billing services, claim payment and medical management services and collection agencies. At times it may be necessary for us to provide your PHI to one or more of these outside persons or organizations who assist us with our payment or health care operations. In all cases, we disclose only the minimum information necessary for these business associates to perform their responsibilities, and we require them to appropriately safeguard the privacy of your information.

Individual Rights

Access: In most cases, you have the right to inspect and/or obtain an electronic or hard copy of the PHI that we maintain about you. You may also send a written request designating another individual to receive your PHI on your behalf. Written requests must be signed and dated by you or your personal representative using the "Contact Information" provided at the end of this Notice. The request must clearly identify the individual to receive your PHI. We may charge a fee for the costs of copying, mailing, labor and supplies associated with your request. However, certain types of PHI will not be made available for inspection and copying. This includes psychotherapy notes and PHI collected by us in connection with, or in reasonable anticipation of any claim or legal proceeding. In very limited circumstances we may deny your request to inspect and obtain a copy of your PHI. If we do, you may request that the denial be reviewed. The review will be conducted by an individual chosen by us who was not involved in the original decision to deny your request. We will comply with the outcome of that review.

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your PHI for purposes other than for treatment, payment, health care operations or as otherwise authorized by you during the six years prior to the date the accounting is requested. For example, we would account for your PHI or demographic information we disclose during an audit by an insurance department or pursuant to a court order. You must make your request in writing using the "Contact Information" provided at the end of this Notice. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Restriction: You have the right to request a restriction or limitation on PHI we use or disclose about you for treatment, payment or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, we are not required to agree to it. If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing using the "Contact Information" provided at the end of this Notice. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on PHI uses or disclosures that are legally required, or which are necessary to administer our business.

Unauthorized Access: You are entitled to receive notification of unauthorized access to your PHI. We maintain physical, electronic and procedural safeguards that are compliant with applicable federal and state privacy laws. However, if your PHI is ever compromised, we will notify you of the incident.

Confidential Communications: You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing using the "Contact Information" provided at the end of this Notice and specify how or where you wish to be contacted. We will accommodate all reasonable requests.

Amendment: If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. You must provide your request and your reason for the request in writing using the "Contact Information" provided at the end of this Notice. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend PHI that: (i) is accurate and complete; (ii) was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment; (iii) is not part of the PHI kept by or for us; or (iv) is not part of the PHI which you would be permitted to inspect and copy.

Right to File a Complaint: If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the Department of Health and Human Services. To file a complaint with us, submit your complaint using the "Contact Information" provided at the end of this Notice. All complaints must be submitted in writing. You will not be retaliated against for filing a complaint.

Contact Information: If you have questions regarding this Notice or need further assistance regarding this Notice, please contact us at:

Contact Office: Fidelity Security Life Insurance Company, HIPAA Customer Service

Telephone: 800-648-8624 Fax: 816-968-0660

Address: 3130 Broadway, Kansas City, MO 64111-2406

August 12, 2021

RE: 10771-172 City of Manor

Hello,

Thank you for choosing Avēsis as your vision care provider. Below is your group's current plan information:

Current Plan: 050130CZL3
Lens Options Package: L3
Current rates: \$6.51 / \$12.63 / \$18.90

Wholesale Frame Allowance: \$50
Contact Lens Allowance: \$130

Based on member utilization, we recommend the following packages, which provide more value than your current plan:

Lens Options	Current: 050130CZ-L3	Recommendation: 050130CZ-L5
Youth Polycarbonate	✓	✓
Adult Polycarbonate	✓	✓
Standard Scratch	✓	✓
UV Screening	✓	✓
Solid or Gradient Tint	✓	✓
Standard Anti-Reflective	✓	✓
Level 1 Progressives		✓
Level 2 Progressives		
	EO \$6.51	EO \$7.43
Plan Renewal Pricing	E1 \$12.63	E1 \$14.35
	EF \$18.90	EF \$21.53
Duration	2-Year	4-Year
Potential Member Savings		\$418
Renewal Selection	<input type="checkbox"/> 050130CZL3	<input type="checkbox"/> 050130CZ-L5

Unless you request otherwise, your benefits will renew automatically with your current plan, effective January 01, 2022 to December 31, 2023. Please select your plan above, then sign and return by email to renewals@avesis.com or fax to 855-643-6630 within 30 days of the renewal date.

If you have questions, please call (844) 630-1100 or email accountmanager@avesis.com.

Signature: _____

Date: _____

Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee, or assessment imposed by the federal or state governments with associated administrative costs and expenses.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Tracey Vasquez, HR Manager
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on renewing the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP) and authorize the Interim City Manager to sign the contract.

BACKGROUND/SUMMARY:

The City offers supplemental Insurance programs to provide extended benefits and options to assist in the employee's health and wellness needs.

The flat rate will remain the same at \$1998.00

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

- Purchase Services Agreement

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve and renew the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP) and authorize the Interim City Manager to sign the contract.

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

Alliance Work Partners
A professional service of Workers Assistance Program, Inc.
PURCHASE OF SERVICES AGREEMENT

 New Renewal

DEFINITIONS:

- A. Eligible Participant means any employee of COMPANY who is included among the monthly head count on which the CAPITATED RATE is based, as well as any dependent living at the same residence of such an employee.
- B. Covered Services means the selection of services provided in this AGREEMENT in Exhibit I.
- C. "Employee" and Company Employee, whether or not capitalized and whether singular or plural, shall mean an employee or those employees of the COMPANY included among the monthly head count on which the ANNUALIZED RATE is based and who are eligible for the services provided by AWP pursuant to this Agreement.

ATTENTION SIGNATORY:

Initials are requested at the bottom of each page, however, a full signature in ENTIRE AGREEMENT section will be treated as agreement to all the terms in the exhibits and the basis for commencement of the contract.

This PURCHASE OF SERVICES AGREEMENT and attached Exhibits I and II, (hereinafter "AGREEMENT"), is executed on _____, Tax I.D.# _____ (hereinafter "COMPANY"), (AWP and Company are hereinafter sometimes referred to collectively as the "parties" and individually as a "party," whether or not capitalized) and the parties do hereby covenant and agree as follows:

- 1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the following Exhibits:
 - a. **Description of Services - Exhibit I.**
 - b. **Fee Schedule and Conditions - Exhibit II.**
- 2. **TERM:** This AGREEMENT shall commence, and services will begin on 12/1/2021 and shall automatically renew on the anniversary date each year, unless either party earlier terminates. This AGREEMENT can be terminated at any time by either party after providing to the other party advance notice of not less than 90 days of such termination. Notwithstanding the foregoing, AWP may terminate this AGREEMENT or suspend in total all obligations under PURCHASE OF SERVICES AGREEMENT immediately if any payment due pursuant to this AGREEMENT reaches 90 days past due. Services, if suspended, shall be reinstated in full upon confirmation and clearance of payment due for all past due amounts.

AWP Initials: COMPANY Initials:

- 3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY and/or Eligible Participants shall take place on premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to Eligible Participants will be conducted at a convenient, appropriate AWP office or other office arranged by AWP that is accessible by the Eligible Participant and AWP service providers.
- 4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.
- 5. **CONFIDENTIALITY:** AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its agents to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) that may be generated in the provision of Covered Services.
- 6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

Alliance Work Partners
 2525 Wallingwood Drive, Building 5
 Austin, Texas 78746

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

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date, or if emailed, specifically sent to am@alliancewp.com email address.

7. **ADDITIONAL TERMS:**

N/A

AWP Initials: COMPANY Initials:

8. **FORCE MAJEURE:** If and to the extent that a party’s performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a “**Force Majeure Event**”), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above.

Each of those executing this AGREEMENT warrants and represents that (s)he is authorized to bind his/her principal and execute this AGREEMENT in the capacity indicated.

ALLIANCE WORK PARTNERS

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

COMPANY

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

AWP Initials: **COMPANY Initials:**

Exhibit I
Description of Services

STANDARD SERVICES INCLUDED IN THIS AGREEMENT

Subject to the terms and conditions described herein, AWP will provide the following services:

1. Unlimited Consultation Including Assistance with the Development of Policies and Procedures.

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

2. Critical Incident Stress Debriefings.

Critical Incident Response Categories

- A. Critical Incident Stress Debriefing (CISD): CISD is an included service at no additional charge, for Eligible Participants covered by this AGREEMENT, on the conditions provided in this paragraph A. CISD is a group intervention designed to relieve the stress and trauma induced by a crisis impacting the work group of employees included among Eligible Participants. There is no limit to the number of precipitating events for which CISD services may be requested. A maximum of Five (5) hours of scheduled group services shall be provided in connection with any one precipitating event. Hours requested beyond the five (5) hours included for each precipitating event are subject to additional cost per the terms and conditions provided in paragraph C of this Section 2. Services will be scheduled at a mutually agreeable time during the period between three and seven days after the request for service is received by AWP. COMPANY agrees that a minimum of five (5) Eligible Participants will be scheduled to participate in a scheduled debriefing. If fewer than five (5) Eligible Participants are present at the agreed upon scheduled start time, the scheduled services will be considered On-site Counseling services for which COMPANY will be charged according to the rates and conditions provided in paragraph C of this Section 2, whether or not an Eligible Participant elects to meet with the facilitator. If no Eligible Participants are present 15 minutes after the agreed upon scheduled start time, COMPANY will be charged the rate in accordance with the conditions applicable to On-site Counseling provided in paragraph C of this Section 2 for the duration of the scheduled time requested by COMPANY, and the facilitator shall then be free to leave. Services will be performed by qualified individuals, certified to conduct CISD services.
- B. Expedited Response: Expedited response (any request for service to occur less than 48 hours notification to AWP) is available at an additional charge to COMPANY. AWP will provide on-site crisis counselor(s) within 5 to 48 hours of notification of a traumatic event by COMPANY. Requests received after 3pm Central Time Monday through Friday, shall be arranged for the next business day. Services include informal

AWP Initials: COMPANY Initials:

Rev. Approved :5/12/2020

outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental/emotional health, and make recommendations as needed. Face-to-face counseling or other support services may be arranged as needed. COMPANY agrees to pay an amount of \$300.00 per hour (two hours minimum required) for Expedited Response services, as well as \$200.00 per hour (one hour minimum required) for travel to Company's site by counselor(s). COMPANY agrees to pay for total time requested, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

C. On-site Counseling/Grief Support: Formal one-on-one on-site counseling is available at an additional charge to COMPANY. AWP will provide one-on-one, on-site counseling for Eligible Participants of COMPANY, at a private and confidential location provided by COMPANY, upon request. Services scheduled to take place during normal business hours of 8am to 5pm, Monday through Friday, are charged at the rate of \$250.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. Requests by COMPANY for scheduled on-site counseling/grief support falling outside of the times listed above are charged at the rate of \$300.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. COMPANY agrees to pay for the total time requested and actual travel time, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

3. Call Center Services 24 / 7 / 365 Provide Unlimited Assessment and Referral Services to Employees and Family Members.

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional AWP covered services or resources in the community. Our staff can conduct research on behalf of the Eligible Participant and attempt to provide at least three (3) targeted referrals specific to the needs of the Eligible Participant.

4. Case Management Services.

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the Eligible Participant.

5. Program Orientations to Supervisors and Staff.

Company employee and supervisor program orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing Company employee performance and retention when facing challenges.

6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.

Additionally, an orientation in online video-streaming formats is made available to all programs.

7. Personal, Professional Training and Onsite Services.

Up to zero - (0) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be

AWP Initials: [redacted] COMPANY Initials: [redacted]

provided by AWP. Onsite training, webinar training, health fair participation, etc., outside the maximum number of hours are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to Company employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

TRAINING REQUESTS & SCHEDULING:

Generally, training requests require a minimum one (1) hour and five (5) Company employees per class. Any exemption request to the minimum number of Company employees must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result, at AWP's election, in either a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee will be charged COMPANY for the number of hours scheduled and then subsequently cancelled.

8. Short-term Counseling Services.

For each Eligible Participant, up to six (6) sessions are provided per issue, per year for face-to-face, video or telephonic counseling for short-term problem resolution. Eligible Participants are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Eligible Participants may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the Eligible Participant will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the Eligible Participant may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer an Eligible Participant into their network for long-term therapy if more than six (6) sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

9. Referrals to Long-term Treatment Resources, if Appropriate.

AWP will refer Eligible Participants to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the Eligible Participant. All fees charged by the long-term resources will be the responsibility of the Eligible Participant.

10. Safe Ride Program.

The Safe Ride Program can save lives. It encourages Eligible Participants whose driving may become impaired while away from home, to call a cab or ride share company. The process is simple and confidential - the COMPANY will never know - and the cab fee is

AWP Initials: [redacted] COMPANY Initials: [redacted]

reimbursed by AWP. **Reimbursement requires documented receipt of one-way travel and is for cab (ride share) fare only, not to include tips, surge fees, wait times, tolls or any other charge other than the fare, up to \$50 per eligible use.** To promote healthy choices, the program may only be used up to three times by an Eligible Participant. An Eligible Participant using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one our substance abuse counselors in order to receive reimbursement. Three (3) years from the third use, the Eligible Participant's ability to utilize Safe Ride will be reinstated.

11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

12. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided to Eligible Participants through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

13. HelpNet - Online Services.

HelpNet web-based services provide resource articles, tips, and tools on balancing work and family life, as well as a comprehensive wellness platform with a health risk and wellbeing assessment that instantly connects Eligible Participants to the EAP and health coaches. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

14. U.S. Department of Transportation SAP Services Included Not Included

This includes referrals to our national network of Substance Abuse Professionals (SAPs) who meet U.S. DOT’s criteria for performing all required SAP duties through AWP’s turnkey coordination of SAP and case management services.

15. WellCoach Included Not Included

WellCoach delivers preventive health and complimentary care, coaching and educational services to encourage Eligible Participants to become and remain healthy. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

16. Work-Life Premium Included Not Included

Work/Life Premium offers personalized research by work/life specialists who gather and research information on a variety of services from child and elder care to academic and convenience services. Research is based on the client’s specified criteria after the initial request is placed.

AWP Initials: COMPANY Initials:

17. PTX

Included Not Included

PTX is an online Postural Therapy exercise “engine”, accessible from any computer, tablet, or phone. After completing a simple interactive questionnaire, the intelligence system carefully selects approximately 10 gentle postural strengthening exercises from a library of 1,000 - and puts them in correct sequence with the right sets & reps or time for the individual’s needs. Instructional videos guide the user throughout this at-home program, without the need for any special equipment. Among the many benefits of PTX is its low cost and best in class approach to lowering the risk of Opioid abuse or addiction.

**Exhibit II
Fee Schedule and Conditions**

1. **ANNUALIZED RATE:** Payment shall be made annually by COMPANY to AWP for all fee-for-services covered under this AGREEMENT as may be amended. The fee shall be \$ 1,998 per year, flat rate (annual lump sum) and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on 80 Company employees.

Following the first month of service AWP will e-mail to COMPANY, on a yearly basis, an ‘employee count’ request asking for a COMPANY report of the number of Company employees for the requested year. All subsequent fees will be adjusted and invoiced annually, based upon changes in the number of Company employees indicated in a response to a request for an employee count. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Should COMPANY not provide an e-mail response to AWP requests for the ‘employee count’ by the 5th of the first month, AWP will invoice, and COMPANY shall pay the AWP invoiced amount - based upon the last available ‘employee count’ AWP received. COMPANY will not be entitled to any reduction in an annual fee based on a reduced number of Company employees if the employee count is not timely provided by COMPANY for the applicable year. Any necessary invoice adjustments based on a change in employee count timely provided by COMPANY will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle. If an ‘employee count’ is later confirmed to be greater than the employee count used in invoicing for any year, the amount owing for each such affected year shall be adjusted, as applicable, and any such increased amount owing for such year(s) shall be invoiced by AWP and payable within 30 days of the date of invoice.

2. **RATE GUARANTEE:** AWP will provide a 1 year rate guarantee from 12/1/2021 - 11/30/2022 . AWP will provide thirty (30) days’ notice prior to any rate escalation. Fees are based on the employee count reported by COMPANY. The employee count should include all active COMPANY employees. Household members sharing the same address as a COMPANY employee, dependents (spouses and children through age 26), retirees and terminated employees although covered, are not included in the employee count. Notwithstanding the foregoing, a terminated employee shall: (i) be an Eligible Participant for only six (6) months after the last date of employment with the COMPANY, and (ii)

AWP Initials: COMPANY Initials:

shall be eligible for one session for the purpose of assessment and referral to a third-party provider during the period six (6) month to one year after the last date of employment with the COMPANY.

3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services, not otherwise specified, billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for \$150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

On-site counseling (unrelated to Critical Incident Response Categories above) is available on a fee for service basis at the rate of \$150.00 per hour plus travel expenses.

For services beyond the number of hours allotted for Personal, Professional Training and Onsite Services in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus travel expenses if applicable (distance calculated to be 50 miles or greater based on CUSTOMER service address provided and AWP originating office).

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are \$200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Except as otherwise provided in this Agreement with regard to Critical Incident Response Categories, scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result, at AWP's election, in either an adjustment to the maximum annual hours for the same onsite services or training, or a \$200 per hour charge to COMPANY in an amount equal to the hours scheduled and cancelled without the required advance notice.

AWP Initials: COMPANY Initials:



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Tracey Vasquez, HR Manager
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on proposed additions to the City of Manor Personnel Policies and Procedures Handbook.

BACKGROUND/SUMMARY:

As management enforces provisions of the City of Manor Personnel Policies and Procedures Handbook, opportunities for both clarification of policy regarding legislative updates and to adhere to current legislation regarding H.B. 2073, Paid Quarantine Leave, and S.B. 1359, Mental Health Leave Policy for Peace Officers.

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

- Paid Quarantine Leave Policy
- H.B. 2073
- Mental Health Leave Policy for Peace Officers
- S.B. 1359

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve the proposed additions to the City of Manor Personnel Policies and Procedures Handbook.

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

PAID QUARANTINE LEAVE

Any City of Manor Peace Officer (hereinafter "Officer"), as defined by Chapter 180 of the Texas Local Government Code, who is ordered to quarantine by the person's supervisor or Local Health Authority due to a possible or known exposure to a communicable disease WHILE ON DUTY will be fully compensated for the full duration of the mandated quarantine with no reduction in pay.

City of Manor's Officers subject to mandatory quarantine that are not assigned or are not able to perform other tasks for which they can be compensated during that time, are entitled to receive paid quarantine leave for the duration of the quarantine. Exempt Officers subject to mandatory quarantine will receive regularly scheduled paychecks. Non-exempt Officers subject to mandatory quarantine will be paid their current hourly rate multiplied by their regularly scheduled hours.

All Officers under a mandatory quarantine will retain, and will continue to accrue, all employment benefits as if they were on active duty, including, but not limited to, paid time off accrual, pension benefits, and health benefits. All supplemental benefits are still the sole responsibility of the employee, which are to be paid no later than the fifteenth (15th) of each month. Please contact Human Resources as needed for guidance and information.

The City of Manor will not reduce an Officer's sick, vacation, holiday, or other paid leave balance in connection with mandatory paid quarantine leave taken in accordance with this policy.

The City of Manor will reimburse all reasonable costs related to an Officer's mandatory quarantine including, lodging, medical, and transportation costs.

Definitions

Peace officer- means police officers [*may include others, such as marshals, some of whom may be elected*] licensed by the Texas Commission on Law Enforcement and employed by the City of Manor.

Paid quarantine leave means- (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the city; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

H.B. No. 2073

AN ACT

relating to quarantine leave for fire fighters, peace officers, detention officers, and emergency medical technicians employed by, appointed by, or elected for a political subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Chapter 180, Local Government Code, is amended to read as follows:

CHAPTER 180. MISCELLANEOUS PROVISIONS AFFECTING OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF [~~MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER~~] LOCAL GOVERNMENT [~~GOVERNMENTS~~]

SECTION 2. Chapter 180, Local Government Code, is amended by adding Section 180.008 to read as follows:

Sec. 180.008. PAID QUARANTINE LEAVE FOR FIRE FIGHTERS, PEACE OFFICERS, DETENTION OFFICERS, AND EMERGENCY MEDICAL TECHNICIANS. (a) In this section:

(1) "Detention officer" means an individual appointed or employed by a political subdivision as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county or municipal jail.

(2) "Emergency medical technician" means an individual who is:

(A) certified as an emergency medical technician under Chapter 773, Health and Safety Code; and

(B) employed by a political subdivision.

H.B. No. 2073

1 (3) "Fire fighter" means a paid employee of a
2 municipal fire department or emergency services district who:

3 (A) holds a position that requires substantial
4 knowledge of fire fighting;

5 (B) has met the requirements for certification by
6 the Texas Commission on Fire Protection under Chapter 419,
7 Government Code; and

8 (C) performs a function listed in Section
9 143.003(4)(A).

10 (4) "Health authority" has the meaning assigned by
11 Section 121.021, Health and Safety Code.

12 (5) "Peace officer" means an individual described by
13 Article 2.12, Code of Criminal Procedure, who is elected for,
14 employed by, or appointed by a political subdivision.

15 (b) The governing body of a political subdivision shall
16 develop and implement a paid quarantine leave policy for fire
17 fighters, peace officers, detention officers, and emergency
18 medical technicians who are employed by, appointed by, or elected
19 for the political subdivision and ordered to quarantine or isolate
20 due to a possible or known exposure to a communicable disease while
21 on duty.

22 (c) A paid quarantine leave policy must:

23 (1) provide that a fire fighter, peace officer,
24 detention officer, or emergency medical technician on paid
25 quarantine leave receive:

26 (A) all employment benefits and compensation,
27 including leave accrual, pension benefits, and health benefit plan

H.B. No. 2073

1 benefits for the duration of the leave; and

2 (B) reimbursement for reasonable costs related
3 to the quarantine, including lodging, medical, and transportation;
4 and

5 (2) require that the leave be ordered by the person's
6 supervisor or the political subdivision's health authority.

7 (d) A political subdivision may not reduce a fire fighter's,
8 peace officer's, detention officer's, or emergency medical
9 technician's sick leave balance, vacation leave balance, holiday
10 leave balance, or other paid leave balance in connection with paid
11 quarantine leave taken in accordance with a policy adopted under
12 this section.

13 SECTION 3. This Act takes effect immediately if it receives
14 a vote of two-thirds of all the members elected to each house, as
15 provided by Section 39, Article III, Texas Constitution. If this
16 Act does not receive the vote necessary for immediate effect, this
17 Act takes effect September 1, 2021.

H.B. No. 2073

President of the Senate

Speaker of the House

I certify that H.B. No. 2073 was passed by the House on April 7, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2073 on May 28, 2021, by the following vote: Yeas 146, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2073 was passed by the Senate, with amendments, on May 26, 2021, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

MENTAL HEALTH LEAVE

An officer involved in a traumatic event, in the scope of their duties, may request the use of mental health leave. The request shall be made in writing through the chain of command. The request shall be treated as a priority matter and a decision on the granting of the leave shall be made as soon as practical following the submission of the request. The request shall be granted unless the chain of command can articulate compelling reasons to deny granting the leave.

Requests for mental health leave under this policy shall be treated as protected health information to the extent allowed by law and shall not be discussed or disclosed outside the officer's immediate chain of command, unless necessary to facilitate the use of the leave. Unpermitted disclosure of protected health information is grounds for discipline. Confidentiality regarding the request for leave may be waived by the officer seeking mental health leave.

This section does not apply to reports from co-workers of officer distress or other circumstances which indicate the officer is a danger to himself or herself or others and under which department personnel seek guidance as to a potential response or action, including the application of leave under this policy.

An officer directly involved in a traumatic event, in the scope of their duties, may request up to three working days of mental health leave.

Extensions of mental health leave may be available under certain circumstances. Requests for an extension shall be accompanied by documentation from a health care provider as required by the City's Human Resources Department.

Definitions

Traumatic Event- An event experienced by a peace officer in the response to or investigation of a threat or occurrence of serious injury to the officer or others or a threat or occurrence of death to others and which may cause the officer to experience acute or recurrent distress, such that the officer is unable to perform the essential functions of the employee's assigned position.

Traumatic events may include, but are not limited to, the following:

- a. Major disasters which may include response to weather related events involving multiple casualties; or explosions with multiple casualties; or search and recovery missions involving multiple casualties.
- b. Incidents involving multiple casualties which may include shootings or traffic accidents.

- c. Line of duty death or suicide of a department member.
- d. Death of a child resulting from violence or neglect.
- e. Officer(s) involved shooting of a person.

Mental Health Leave – Administrative leave with pay granted in response to a traumatic event that occurred in the scope of the peace officer’s employment.

Mental Health Professional – a licensed social or mental health worker, counselor, psychotherapist, psychologist, or psychiatrist.

AN ACT

relating to adoption by law enforcement agencies of a mental health leave policy for peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 614, Government Code, is amended by adding Subchapter A-1 to read as follows:

SUBCHAPTER A-1. MENTAL HEALTH LEAVE

Sec. 614.015. MENTAL HEALTH LEAVE FOR PEACE OFFICERS. (a) In this section, "law enforcement agency" means an agency of the state or an agency of a political subdivision of the state authorized by law to employ peace officers.

(b) Each law enforcement agency shall develop and adopt a policy allowing the use of mental health leave by the peace officers employed by the agency who experience a traumatic event in the scope of that employment.

(c) The mental health leave policy adopted under this section must:

(1) provide clear and objective guidelines establishing the circumstances under which a peace officer is granted mental health leave and may use mental health leave;

(2) entitle a peace officer to mental health leave without a deduction in salary or other compensation;

(3) enumerate the number of mental health leave days available to a peace officer; and

(4) detail the level of anonymity for a peace officer who takes mental health leave.

(d) The mental health leave policy adopted under this section may provide a list of mental health services available to peace officers in the area of the law enforcement agency.

SECTION 2. As soon as practicable after the effective date of this Act, each law enforcement agency shall develop the mental health leave policy required by Section 614.015, Government Code, as added by this Act.

SECTION 3. This Act takes effect September 1, 2021.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1359 passed the Senate on April 29, 2021, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1359 passed the House on May 23, 2021, by the following vote: Yeas 140, Nays 5, two present not voting.

Chief Clerk of the House



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 1, 2021
PREPARED BY: Mayor Wallace
DEPARTMENT: City Council

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on City Council Attendance Reports.

BACKGROUND/SUMMARY:

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

- City Council Attendance Report

STAFF RECOMMENDATION:

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

ATTENDANCE REPORT

	REPORTING PERIOD
CITY COUNCIL	1/1/2021 - 8/23/2021
	Page 1 of 1

MEMBERS NAME/PLACE NO.	MEETING DATE	MEETING TYPE	MONTHS												TOTALS			
			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total	
	1/6/2021	CC / ZM	P															
	1/9/2021	WS / ZM	P															
	1/20/2021	CC / ZM	P															
	2/3/2021	CC / ZM		P														
	2/17/2021	CC / NM		NM														
DR. LARRY WALLACE JR. MAYOR	2/24/2021	CSS / ZM		P														
	3/3/2021	CC / ZM			P													
	3/17/2021	CC / ZM			P													
	4/7/2021	CC / ZM				P												
	4/9/2021	CSS / ZM				P												
	4/21/2021	CC/ZM				P												
	4/21/2021	WS				NM												
	4/27/2021	CSS / ZM				P												
	5/5/2021	CC / ZM					P											
	5/5/2021	WS					P											
	5/19/2021	CC / ZM					P											
	6/2/2021	CC						P										
	6/16/2021	CC						L/P										
	7/7/2021	CC							P									
	7/21/2021	CC							P									
	8/4/2021	CC								P								
	8/11/2021	CSS									P							
	8/18/2021	CC									EA							
	8/23/2021	CSS / ZM									P							
															21		1	22

P = PRESENT A = ABSENT EA = EXCUSED ABSENCE L = LATE NM = NO MEETING (canceled) NQ = NO QUORUM
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ATTENDANCE REPORT

CITY COUNCIL

REPORTING PERIOD

1/1/2021 - 8/23/2021

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MEMBERS NAME/PLACE NO.	MEETING DATE	MEETING TYPE	MONTHS												TOTALS				
			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total		
EMILY HILL PLACE NO. 1	1/6/2021	CC / ZM	P														21	1	22
	1/9/2021	WS / ZM	P																
	1/20/2021	CC / ZM	P																
	2/3/2021	CC / ZM		P															
	2/17/2021	CC / NM		NM															
	2/24/2021	CSS / ZM		P															
	3/3/2021	CC / ZM			P														
	3/17/2021	CC / ZM			P														
	4/7/2021	CC / ZM				P													
	4/9/2021	CSS / ZM				A													
	4/21/2021	CC/ZM				P													
	4/21/2021	WS				NM													
	4/27/2021	CSS / ZM				P													
	5/5/2021	CC / ZM					P												
	5/5/2021	WS					P												
	5/19/2021	CC / ZM					P												
	6/2/2021	CC						P											
	6/16/2021	CC						P											
	7/7/2021	CC							P										
	7/21/2021	CC							P										
	8/4/2021	CC								P									
	8/11/2021	CSS									P								
8/18/2021	CC									P									
8/23/2021	CSS / ZM									P									

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			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total		
ANNE WEIR PLACE NO. 2	1/6/2021	CC / ZM	P														20	2	22
	1/9/2021	WS / ZM	P																
	1/20/2021	CC / ZM	P																
	2/3/2021	CC / ZM		P															
	2/17/2021	CC / NM		NM															
	2/24/2021	CSS / ZM		P															
	3/3/2021	CC / ZM			P														
	3/17/2021	CC / ZM			P														
	4/7/2021	CC / ZM				P													
	4/9/2021	CSS / ZM				P													
	4/21/2021	CC/ZM				P													
	4/21/2021	WS				NM													
	4/27/2021	CSS / ZM				P													
	5/5/2021	CC / ZM					P												
	5/5/2021	WS					P												
	5/19/2021	CC / ZM					P												
	6/2/2021	CC						P											
	6/16/2021	CC							P										
	7/7/2021	CC								P									
	7/21/2021	CC								P									
8/4/2021	CC									P									
8/11/2021	CSS										P								
8/18/2021	CC											EA							
8/23/2021	CSS / ZM											EA							

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MEMBERS NAME/PLACE NO.	MEETING DATE	MEETING TYPE	MONTHS												TOTALS				
			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total		
DR. CHRISTOPHER HARVEY MAYOR PRO TEM PLACE NO. 3	1/6/2021	CC / ZM	P														20	2	22
	1/9/2021	WS / ZM	A																
	1/20/2021	CC / ZM	P																
	2/3/2021	CC / ZM		P															
	2/17/2021	CC / NM		NM															
	2/24/2021	CSS / ZM		P															
	3/3/2021	CC / ZM			P														
	3/17/2021	CC / ZM			P														
	4/7/2021	CC / ZM				P													
	4/9/2021	CSS / ZM				P													
	4/21/2021	CC/ZM				P													
	4/21/2021	WS				NM													
	4/27/2021	CSS / ZM				L/P													
	5/5/2021	CC / ZM					P												
	5/5/2021	WS					P												
	5/19/2021	CC / ZM					P												
	6/2/2021	CC						P											
	6/16/2021	CC						P											
	7/7/2021	CC							P										
	7/21/2021	CC							EA										
8/4/2021	CC								P										
8/11/2021	CSS									P									
8/18/2021	CC									P									
8/23/2021	CSS / ZM									P									

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REPORTING PERIOD

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MEMBERS	MEETING	MEETING	MONTHS												TOTALS		
NAME/PLACE NO.	DATE	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total
SONIA WALLACE PLACE NO. 4	1/6/2021	CC / ZM	P												20	2	22
	1/9/2021	WS / ZM	P														
	1/20/2021	CC / ZM	P														
	2/3/2021	CC / ZM		P													
	2/17/2021	CC / NM		NM													
	2/24/2021	CSS / ZM		P													
	3/3/2021	CC / ZM			A												
	3/17/2021	CC / ZM			L/P												
	4/7/2021	CC / ZM				L/P											
	4/9/2021	CSS / ZM				P											
	4/21/2021	CC/ZM				P											
	4/21/2021	WS				NM											
	4/27/2021	CSS / ZM				P											
	5/5/2021	CC / ZM					P										
	5/5/2021	WS					A										
	5/19/2021	CC / ZM					P										
	6/2/2021	CC						P									
	6/16/2021	CC							P								
	7/7/2021	CC								P							
	7/21/2021	CC								P							
8/4/2021	CC									P							
8/11/2021	CSS									P							
8/18/2021	CC									P							
8/23/2021	CSS / ZM									P							

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REPORTING PERIOD

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MEMBERS	MEETING DATE	MEETING TYPE	MONTHS												TOTALS				
			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total		
DEJA HILL PLACE NO. 5	1/6/2021	CC / ZM	P														22	0	22
	1/9/2021	WS / ZM	P																
	1/20/2021	CC / ZM	P																
	2/3/2021	CC / ZM		P															
	2/17/2021	CC / NM		NM															
	2/24/2021	CSS / ZM		P															
	3/3/2021	CC / ZM			P														
	3/17/2021	CC / ZM			P														
	4/7/2021	CC / ZM				P													
	4/9/2021	CSS / ZM				P													
	4/21/2021	CC/ZM				P													
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	4/27/2021	CSS / ZM				P													
	5/5/2021	CC / ZM					P												
	5/5/2021	WS					P												
	5/19/2021	CC / ZM					P												
	6/2/2021	CC						P											
	6/16/2021	CC						P											
	7/7/2021	CC							P										
	7/21/2021	CC							P										
	8/4/2021	CC								P									
	8/11/2021	CSS								P									
8/18/2021	CC								P										
8/23/2021	CSS / ZM								P										

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ATTENDANCE REPORT

CITY COUNCIL

REPORTING PERIOD

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MEMBERS NAME/PLACE NO.	MEETING DATE	MEETING TYPE	MONTHS												TOTALS				
			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total		
GENE KRUPPA PLACE NO. 6	1/6/2021	CC / ZM	P														14	8	22
	1/9/2021	WS / ZM	P																
	1/20/2021	CC / ZM	L/P																
	2/3/2021	CC / ZM		P															
	2/17/2021	CC / NM		NM															
	2/24/2021	CSS / ZM		P															
	3/3/2021	CC / ZM			P														
	3/17/2021	CC / ZM			A														
	4/7/2021	CC / ZM				P													
	4/9/2021	CSS / ZM				A													
	4/21/2021	CC/ZM				P													
	4/21/2021	WS				NM													
	4/27/2021	CSS / ZM				A													
	5/5/2021	CC / ZM					P												
	5/5/2021	WS					EA												
	5/19/2021	CC / ZM					P												
	6/2/2021	CC						P											
	6/16/2021	CC						EA											
	7/7/2021	CC							P										
	7/21/2021	CC							A										
	8/4/2021	CC								EA									
	8/11/2021	CSS								A									
	8/18/2021	CC								P									
8/23/2021	CSS / ZM								P										

P = PRESENT A = ABSENT EA = EXCUSED ABSENCE L = LATE NM = NO MEETING (canceled) NQ = NO QUORUM
 CC = REGULAR CITY COUNCIL MEETING CSS = CALLED SPECIAL SESSION WS = WORKSHOP ZM = ZOOM MEETING