



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

City Council Regular Meeting

Wednesday, November 17, 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

PROCLAMATIONS

A. Declaring the week of November 15 – 21, 2021, as “National Apprenticeship Week”

PUBLIC COMMENTS

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

REPORTS

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

- A. Affordable Housing**
Submitted by: Mayor Harvey
- B. Incubator spaces for small business development**
Submitted by: Mayor Harvey
- C. Animal Control Concerns**
Submitted by: Ryan Phipps, Chief of Police
- D. City Manager’s Report**
Submitted by: Scott Dunlop, Interim City Manager
 - Upcoming Development Projects
 - American Rescue Plan Fund

- **Broadband Concerns**
- **City Events**

CONSENT AGENDA

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

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the November 3, 2021, City Council Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 2. Consideration, discussion, and possible action on the acceptance of the October 2021 Departmental Reports.**
Submitted by: Scott Dunlop, Interim City Manager
 - **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**
- 3. Consideration, discussion, and possible action on a Preliminary Planned Unit Development Site Plan Rezoning request for 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract No. 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).**
Applicant: SEC Planning
Owner: Enfield Partners LLC
Submitted by: Scott Dunlop, Interim City Manager

REGULAR AGENDA

- 4. Consideration, discussion, and possible action to approve an ordinance authorizing the issuance of "City Of Manor, Texas Combination Tax And Revenue Certificates Of Obligation, Series 2021"; authorizing the sale thereof; enacting provisions related to the issuance of the certificates.**
Submitted by: Lydia Collins, Director of Finance
- 5. Consideration, discussion, and possible action to approve a resolution expressing intent to finance expenditures to be incurred by the City of Manor, Texas.**
Submitted by: Lydia Collins, Director of Finance
- 6. Consideration, discussion, and possible action to approve a resolution authorizing the hiring of bond counsel on a contingency fee basis.**
Submitted by: Lydia Collins, Director of Finance

- 7. Consideration, discussion, and possible action on the first amendment to the Development Agreement for the Palomino Development.**
Submitted by: Scott Dunlop, Interim City Manager
- 8. Consideration, discussion, and possible action on Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.**
Submitted by: Michael Tuley, Director of Public Works
- 9. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 10. Consideration, discussion, and possible action on the appointment of Mayor Pro Tem to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager
- 11. Consideration, discussion, and possible action on the appointment of two (2) Budget Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager
- 12. Consideration, discussion, and possible action on the appointment of two (2) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager
- 13. Consideration, discussion, and possible action on the appointment of two (2) Park Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager
- 14. Consideration, discussion, and possible action on the appointment of two (2) Public Tree Advisory Board Council Members; and Chairperson to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager
- 15. Consideration, discussion, and possible action on the appointment of two (2) Economic Development Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager
- 16. Consideration, discussion, and possible action on the appointment of the Mayor, City Manager, Chief of Police, and two (2) Emergency Management Committee Council Members to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager
- 17. Consideration, discussion, and possible action on the appointment of two (2) Public Safety Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Scott Dunlop, Interim City Manager

- 18. Consideration, discussion, and possible action on the appointment of the Tax Increment Reinvestment Zone, Number One, Board of Directors to serve a one-year term.**

Submitted by: Scott Dunlop, Interim City Manager

- 19. Consideration, discussion, and possible action on the appointment of two (2) Capital Improvement Committee Council Members; and Chairperson to serve a one-year term.**

Submitted by: Scott Dunlop, Interim City Manager

- 20. Consideration, discussion, and possible action on the appointment of two (2) Education Committee Council Members; and Chairperson to serve a one-year term.**

Submitted by: Scott Dunlop, Interim City Manager

- 21. Consideration, discussion, and possible action on the appointment of two (2) Health Care Committee Council Members; and Chairperson to serve a one-year term.**

Submitted by: Scott Dunlop, Interim City Manager

EXECUTIVE SESSION

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

- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Manor and Travis County Emergency Services District No. 12*

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, November 12, 2021, by 8:00 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.



PROCLAMATION

WHEREAS, National Apprenticeship Week is celebrating its 7th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to well-paying careers in Manor and across the nation; and

WHEREAS, Registered Apprenticeship programs enable employers to develop and train their future workforce while offering career seekers affordable paths to secure high-paying jobs, and

WHEREAS, City of Manor recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, City of Manor recognizes that Registered Apprenticeship, a proven and industry-driven training model, provides a critical talent pipeline that can train and build up our workforce to address our nation's pressing issues such as responding to climate change, modernizing our cybersecurity response, addressing public health issues, and rebuilding our country's infrastructure.

NOW, THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby declare the week of November 15-21, 2021, as:

“National Apprenticeship Week”

In the City of Manor, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 17th day of November 2021.

Dr. Christopher Harvey, Mayor
City of Manor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the November 3, 2021, City Council Regular Meeting.

BACKGROUND/SUMMARY:

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

- November 3, 2021, City Council Regular Meeting

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the City Council Minutes of the November 3, 2021, City Council Regular Meeting.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- 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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- October 2021 Department Monthly Reports

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and accept the October 2021 Departmental Reports.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

10/17/2021

October 2021

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	2537	2098	20.92↑	Patrol Car Rental
Average CFS per day	81.83	73.9	10.73↑	Last Month \$3,949
Open Cases	12	17	17↓	YTD \$25,153
Charges Filed	62	51	21.57↑	
Alarm Responses	42	61	31.15↓	
Drug Cases	4	9	50↓	
Family Violence	4	9	50↓	
Arrests Fel/Misd	11FEL/51MISD	19FEL/32MISD	42.10↓FEL/59.4↑MISD	
Animal Control	29	39	25.64↓	
Traffic Accidents	60	45	33.33↑	
DWI Arrests	14	16	12.5↓	
Traffic Violations	430	896	52.01↓	
Impounds	68	124	45.16↓	
Ordinance Violations	87	70	24.28↑	
Victim Services Cases	12	53	77.36↓	
Total Victims Served	7	54	87.04↓	
Laboratory Submissions	4	6	33.33↓	

Notes:

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

October 1-31, 2021

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	2	\$1,000.00	\$506.00	
Commercial Irrigation	1	\$45,000.00	\$172.00	
Educational New	1	\$12,500,000.00	\$113,894.00	Compass Rose
Residential Deck/Patio	3	\$29,500.00	\$501.00	
Residential Electrical	5	\$46,554.78	\$653.00	
Residential Foundation Repair	1	\$3,500.00	\$97.00	
Residential Irrigation	13	\$11,504.18	\$1,391.00	
Residential Mechanical-HVAC	2	\$19,626.00	\$214.00	
Residential New	118	\$34,327,567.06	\$831,096.60	
Residential Plumbing	1	\$1,000.00	\$107.00	
Residential Remodel/Repair	2	\$205,700.00	\$3,005.60	
Residential Swimming Pool/Spa	1	\$57,000.00	\$332.00	
Totals	150	\$47,247,952.02	\$951,969.20	

Total Certificate of Occupancies Issued: 21

Total Inspections(Comm & Res): 822

Scott Dunlop, Interim City Manager

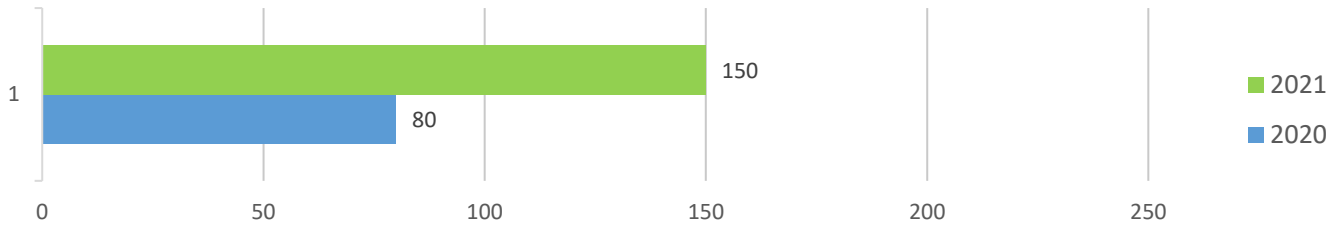




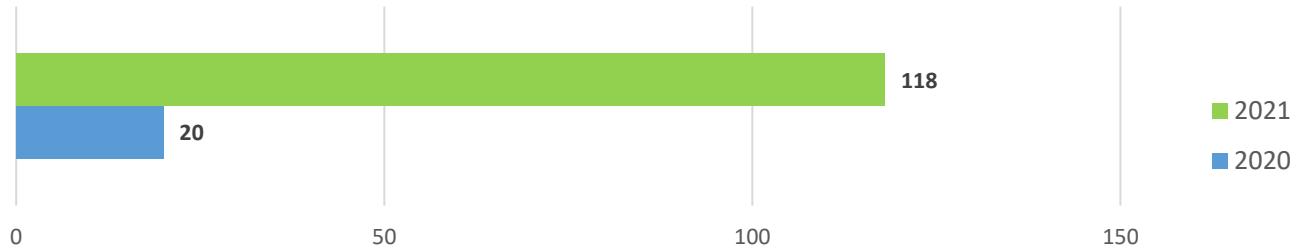
October 2021

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR

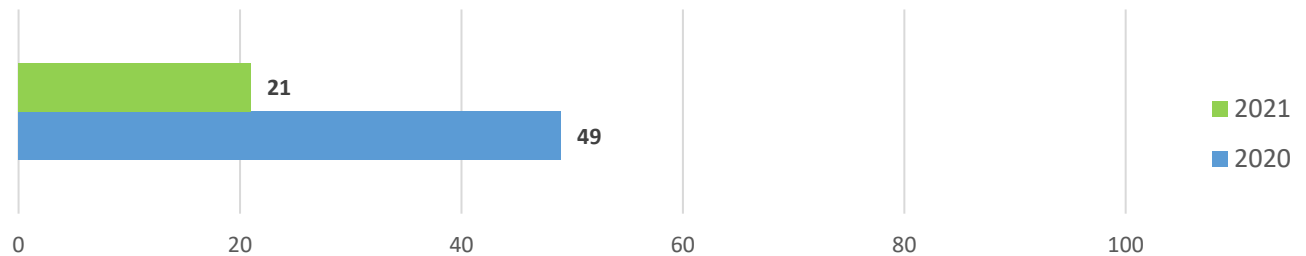
ALL PERMITS ISSUED



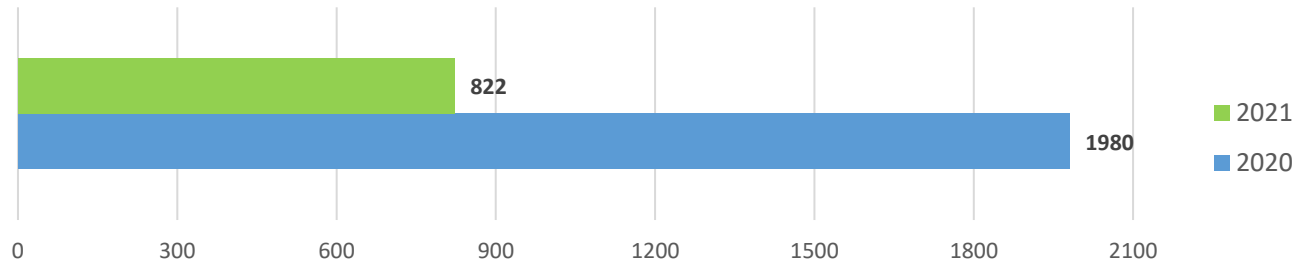
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
From: Debbie Charbonneau, Heritage & Tourism Manager
Date: November 17, 2021
RE: **October & November 2021**

COMMUNITY MEETINGS

Chamber of Commerce September Board of Directors Meeting – Monday, November 1, 2021
Chamber of Commerce Events Committee Meeting – Thursday, October 21, 2021
2022 Sesquicentennial Monthly Meeting – Tuesday, November 9, 2021
2021 Sesquicentennial New Year’s Eve Meeting – Tuesday, October 26, 2021
Holidays in the Parks Meeting – Thursday, October 21, 2021
Keep Manor Beautiful Board Meeting – Monday, October 18, 2021
Keep Manor Beautiful Board Meeting – Monday, November 8, 2021
ManorPalooza Meeting – Thursday, October 28, 2021
New Year’s Eve Planning Meeting – Tuesday, October 26, 2021

BUSINESS CONTACTS/VISITS

I made twenty 24 business contacts/visits for the months of October & November.

EVENTS

SHOP SMALL SHOP LOCAL

We kicked off the program November 1 and will end on November 30, 2021. We have the following business participating – Libation Station, Golden Beijing, Café 290, Maxine’s Gumbo House, Duett’s Tire Service, Bud-ee’s Smoke & Vape, GeNell Sew Boutique and I’Wayne’s Caribbean Kitchen, So, please remember to “Shop Small” and “Shop Local.”

SESQUICENTENNIAL 2022

The Friends of Manor Parks and the City of Manor have decided to move all events downtown.



MEMO

The Steering Committee has been meeting monthly and working on making this a great event for 2022. There will be an event every month, some small and some larger.

The Steering Committee Members are:

Lluvia Almaraz (City Secretary)
 Michelle Anderson, (Dwyer Realty)
 Debbie Charbonneau (Heritage & Tourism Manager and Chair, City of Manor)
 Lydia Collins (Finance Director, City of Manor)
 Sean Donnelly (Vice-President, Frontier Bank)
 Scott Dunlop (Development Services Director, City of Manor)
 Heath Ferguson (IT Manager, City of Manor)
 Michelle Glaze (Director, Public Relations, Principal Professional Communications & Community Affairs/SAS, Samsung Electronics)
 Grant Hutchison (Owner, Shadow Glen Golf Club)
 Becky Lott
 Chief Ryan Phipps (Chief of Police and Co-Chair, City of Manor)
 Mike Tuley (Public Works Director, City of Manor)
 Tim Schultz (Community & Economic Development Representative, Bluebonnet Electric Co-Op)
 Tracey Vasquez (Human Resources Manager, City of Manor)
 Anne Weir (Councilwoman Place 2, City of Manor)
 Lance Zeplin (Public Works Superintendent, City of Manor)

The Sponsorship Committee is actively seeking sponsors for this event. We are pleased to announce and welcome the following sponsors:

Frontier Bank	James Manor Sponsor	\$10,000.00
Applied Materials	James Manor Sponsor	\$10,000.00
Bluebonnet	Timmerman Park Sponsor	\$ 5,000.00
Greater Texas Federal Credit Union	Jennie Lane Sponsor	\$ 2,500.00
Whiskey Girls	Jennie Lane Sponsor	\$ 2,500.00
Thomas Bolt & Dr. Dustin Welch	Marnos Art Park Sponsor	\$ 1,000.00
AustiNuts	Manor Art Park Sponsor	\$ 1,000.00
Rising Sun Vineyard	Manor Art Park Sponsor	\$ 1,000.00
Modisett & Sons	Manor Art Park Sponsor	\$ 1,000.00
Southside Market	Manor Art Park Sponsor	\$ 1,000.00
Good Luck Grill	Manor Art Park Sponsor	\$ 1,000.00
American Contractors	Manor Art Park Sponsor	\$ 1,000.00
Thomas Bolt & Dr. Dustin Welch	Manor Art Park Sponsor	\$ 1,000.00



MEMO

MANORPALOOZA 2022 – MAY 6 & 7, 2022

The Friends of Manor Parks Board of Directors have been meeting and planning the event.

LEADERSHIP MANOR - WEDNESDAY, OCTOBER 10, 2021 – ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT DAY

Leadership Manor Class #2 – The Sesquicentennial Class listened and learned from Kate Stanford from the Office of the Governor Economic Development & Tourism (EDT). Kate is the Community Relations Specialist Economic Development & Tourism and Scott Dunlop; Interim City Manager and Development Services Director spoke on Community Development.

Welcome

Debbie Charbonneau.

Community Development

Scott Dunlop, Interim City Manager

- Economic Development Ordinance
- Public Improvement Districts (PIDS)
- Tax Increment Refinance Zones (TIRZS)
- Sales Tax
- Ad Valorem Tax
- Development Agreements
- Planning & Zoning Commission

Economic Development

Kate Stanford, Community Relations Specialist Economic Development & Tourism – Office of the Governor Economic Development & Tourism (EDT)

- What is Economic Development?
- Why is it important?
- What does ED look like in Texas
- Why Texas?
- Small Business Initiatives

OTHER DUTIES

Qwally Meeting – Monday, October 18, 2021 – Bi-Weekly meeting and update.

Qwally Meeting – Monday, November 1, 2021 – Bi-Weekly meeting and update.



MEMO

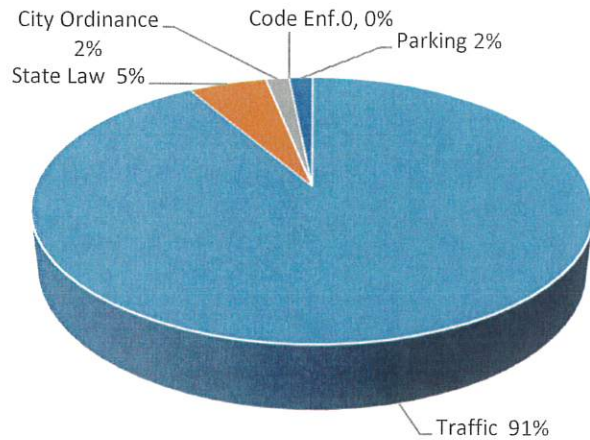
TDA Annual Conference – Wednesday, November 3 – Friday, November 5, 2021 – The conference was held in Denton. It was a very informative.

The annual Texas Downtown Conference is the only statewide conference dedicated to downtown. The 250+ attendees represent cities of all sizes, downtown and Main Street Programs, economic development professionals, chambers of commerce staff, nonprofit leaders, small business owners, and entrepreneur consultants. The event featured general and breakout sessions, mobile tours, events and networking.

City of Manor Municipal Court OCTOBER 2021

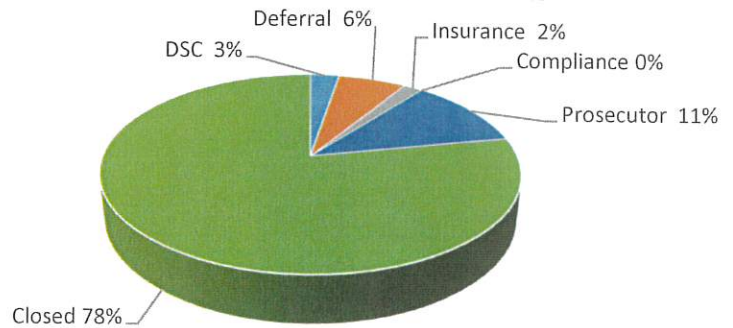
Violations Filed	Oct-21	Oct-20
Traffic	170	151
State Law	10	14
City Ordinance	3	6
Code Enforcement	0	0
Parking	3	7
Total	186	178

PERCENTAGE OF VIOLATIONS



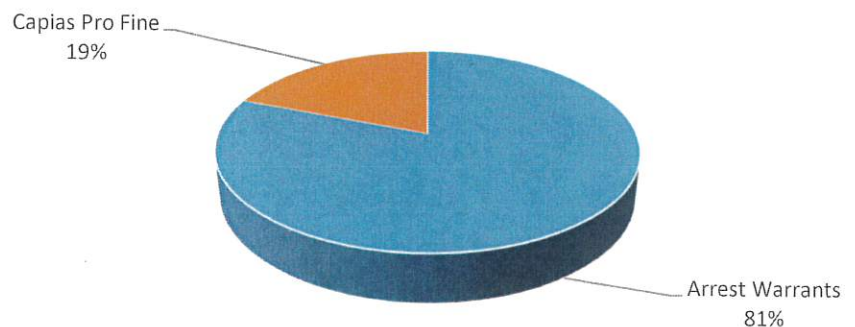
Dismissals	Oct-21	Oct-20
DSC	6	2
Deferral	14	24
Insurance	4	5
Compliance	0	0
Prosecutor	26	22
Closed	179	178
Total	229	231

PERCENTAGE OF DISMISSALS



Warrants	Oct-21	Oct-20
Arrest Warrants	79	0
Capias Pro Fine	19	1
Total	98	1

PERCENTAGE OF WARRANTS



Money Collected in October 2021

Kept By City	\$28,145.60
kept By State	\$10,039.95
Total	\$38,185.55

Money Collected in October 2020

Kept By City	\$26,281.11
Kept By State	\$13,107.71
Total	\$39,388.82



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: November 17, 2021
RE: October Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

In October, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily and the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Water Production & Purchase

In October, 81% of the water we supplied to our residents was from our wells, and we purchased 19% from EPCOR and Manville WSC.

Population

City of Manor- 15,227

Shadowglen- 5,992

Subdivision Inspections

- Street Inspections- 24
- MS4 – 20 Inspection per working day.
- Water Inspections- 11
- Wastewater Inspections- 7

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
October 2021

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Final punch list items being corrected, punch list inspection conducted on 10/4/2021	99%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Carrie Manor lift equipment being installed, startup to begin in November	95%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	As-built drawings submitted for record drawings	100%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Everything is completed, contractor waiting on payment from City for project to be closed out.	99%
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Equipment installation ongoing	75%
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Pre-Con was held onsite July 30, 2021, and Notice to Proceed was issued for August 2, 2021.	50%
US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Final Walk-Thru November 15.	Project Substantially Complete, retainage being held until vegetation is established.
FM973 Water & WW Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Precon tentatively scheduled for Nov 17 – waiting on bonds and insurance from contractor.	Construction Phase

Bastrop/Parsons Gravity Main	12" gravity wastewater main	Change Order issued to finish the line replacement in Parsons using pipe bursting and extending completion date to October 29th	90%
CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Construction contract was approved for award at 10/20/21 Council meeting	Waiting to issue Notice to Proceed when all easements have been secured
Pavement Management Program	Pavement Assessment and Management Program	Phase 1 has been completed.	Will begin Phase 2 in late November or early December.
I&I Program	Phase 1 and Phase 2 Inflow and Infiltration Program	Phase 1 Final report to be submitted to City by 11/19/2021	Phase 1 – 99% complete
Cottonwood Creek Wastewater Line Extension	Northern extension of gravity wastewater line in Cottonwood Creek Basin	Engineering contract issued August 4, 2021, design under way	Design Phase

Streets and Parks Monthly Report October 2021

Daily Duties and Projects 10-1-2021 / 10-31-2021

Street Maintenance – repaired and replaced stop signs at Bastrop St. & Parsons St.

Street Maintenance - filled potholes @ N Bastrop St, W. Wheeler St, N. Caldwell St., W. Brenham St, E. Carrie Manor St, John Nagle St, Smith St, E. Browning St, W. Murray Ave, N. Lagrange St, Eggleston St, Abraham Rd, Old Kimbro, Johnson Rd, E Burton St, E. Lane St, Suncrest.

Street Maintenance- repaired and replaced stop sign down at Ring Dr & Bella Parkway.

Street Maintenance – prepped and made asphalt repair @ 306 E. Wheeler St water cut repair.

Street Maintenance – repaired and replaced stop sign down at Bastrop St & Parsons St.

Street Maintenance- placed new curb stop at Jennie Lane Park in parking lot.

Street Maintenance- placed flood gauge signs on Old Kimbro on bridge.

Streets Maintenance – changed out faded stop signs @ Marie Ln & Maxa Dr, St Mary & Ring Dr, Lapoynor St. & Canton Ct, Murchison St. & Athens St.

Streets Maintenance- repaired and replaced stop sign down at FM 973 & E. Wheeler St.

Streets Maintenance – prepped sidewalk for repair @ Gallant St. & Skysail Dr.

Streets Maintenance – repaired and replaced stop sign down at E. Lane St. & N. Lagrange St.

Streets/Parks Maintenance- helped PD setup National Night Out event.

Streets Maintenance – pepped water cut for asphalt repair at E. Browning St. & Gregg St.

Streets/Parks Maintenance – cut and trimmed dead trees in Cemetery.

Parks Maintenance – continued Bocci Ball court repairs – releveing the courts and replacing bad boards and added granite rock trails to enter courts.

Parks Maintenance Rye Grass seeded City Hall, PD, Public Works, Jennie Ln Park.

Parks Maintenance – trimmed trees at Bell Farms Park.

Parks Maintenance- weed eated Cemetery.

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds @ park facilities completed.

Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

-28 locations inspected once a day.

-7 MS4 reports submitted this month as required by TCEQ.

Concrete Pre pour Inspection

Logos Phase 4 & 5 – 5 inspections

Manor Heights Phase 2 Sec 1&2 – 5 inspections

Logos Village Clusters – 4 inspections

Density Test

Lagos Phase 4 & 5 - 1 inspections

Manor Heights Phase 2 Sec 2 – 0 inspection

Presidential Heights Phase 6 – 1 inspection

Proof Rolls

Lagos Phase 4 & 5 – 2 inspections

Logos Phase 3 – 3 inspections

Manor Heights Phase 2 sec 2 – 2 inspections

Pre-Pave Inspections

Logos Phase 4&5 – 0 inspections

Manor Heights Phase 2 Sec 2 – 0 inspection

Storm Sewer Inspections

Manor Heights Phase 3 – 10

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

Presidential Heights Phase 3 – homes are still being built.

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

Presidential Heights Phase 5 – Homes are being built.

Presidential Heights Phase 5 – 1 -year walkthrough has been done, contractor in process of repairs.

Stonewater North Phase 2- Homes are being built.

Stonewater North Phase 3-2-year Walkthrough has been done, contractor in process of repairs.

Lagos Phase 2- Contractor in development process

Manor Commons – Phase 1- homes are still being built.

Manor Heights – Phase I Sec. 1 - Contractor in building process.

Manor Heights – Phase I Sec. 2 – Contractor in building process.

Manor Heights – Phase II Sec. 1- Contractor in development process.

Manor Heights – Phase III Sec. 1- development process.

Manor Heights Phase III Sec. 2 – development process.

Grass Dale Manor Apartment - is in building process.

Manor Grand Apartments - is in building process.

Prose Manor Commons Apartments – Contractor is in building process.

Dairy Queen – Contractor in building process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Logos Village Clusters in building process.

Lagos TIA improvements on San Marcos St. in process.

Shadowglen Phase 2 Sec 22 & 23A walkthrough punchlist

Shadowglen Phase 2 Sec 25 & 26 walkthrough punchlist

Shadowglen Phase 2 Sec 27A & 27B and 28-Trails walkthrough punchlist

Water Monthly Report October 2021

For the month of October, the Water Department had 17 service calls, 8 repair jobs, 8 maintenance jobs and 11 inspections.

Service calls include: Low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, and connected water services.

Repairs

ShadowGlen Golf course maintenance barn - repaired a 2" service line break replaced 6ft of 2" poly service line.
 809 North Caldwell - repaired a 2" main break used a 2x 7 1/2 full circle clamp to make repair.
 16021 Hamilton Point - replaced a leaking 3/4 meter shut off valve on city side.
 200 Blk West Burton - repaired a 2" pvc main break replaced 10 ft of 2" pvc pipe.
 207 West Wheeler - replaced a broken curb stop and installed new meter box and lid.
 16205 Hamilton Point - replaced leaking angle stop at meter on city side of service.
 17209 Hamilton Point - replaced meter seals on city side of meter.

Maintenance

FX 30 Ditch Witch vacuum Trailer - replaced pressure gauge on the FX 30 ditch witch.
 Hwy 290 and FM 973 - installed water valve signs marking the water valves to 12" water Main.
 Aqua Tech Lab - took first set of 5 Bac T samples and dropped off at Aqua Tech Lab.
 512 Jessie St. -Locate in front of property water main and services marked with blue paint and flags M&B home builders will be setting pole contact number 979-716-0399.
 John Deer Backhoe - greased all inserts on Backhoe.
 200 BLK West Burton - marked work area with white paint and called for locates so we can make repairs to 2" water main break.
 Aqua Tech Lab - took second set of 5 Bac T samples and dropped off at Aqua Tech Lab.
 Duett's Tire Sop - yearly inspection on unit 419 it passed.

Inspections

Lagos Phase 3 - Preconstruction meeting for Phase 3 with JL Gray Construction.

Manor Heights - pressure tested main installed by Atlas Construction along North side of HWY 290 from Paseo De Presidente to Old Kimbro rd. passed.

US 290 Waterline Improvements - opened valve and flushed water main installed by Atlas Construction along North side of HWY 290 from Paseo De Presidente then shut water valve back off - Atlas construction chlorinated main will let set 24 hrs. and flush main again then pull Bac T samples on Friday.

Manor Commons Lot 12 B - opened valve so Contractor Site Rite could flush main and grabbed Bac T samples then shut valve back off will open once Bac T samples have passed.

US 290 Waterline Improvements from Paseo De Presidente to Old Kim Bro Rd by Atlas Construction- Received Bac T results from lab all passed.

Manor Commons Ring drive lot 12 B - water main by Site Rite Construction Received Bac T results from lab all passed.

US 290 Waterline Improvements from Paseo De Presidente to Old Kim Bro Rd by Atlas Construction walk thru inspection with Atlas Construction.

Hill Lane Precon with PG,LZ,DB and Cash Construction.

Hill Ln St Joseph Church water main by Kim Till Construction - water main and fire hydrant thrust blocking.

Hill Ln St Joseph Church water main by Kim Till Construction - water main and fire hydrant thrust blocking.

SE corner of 290/ 973 - flow tested 12" water main with Capital Hydrant LLC.

Wastewater Monthly Report October 2021

For the month of October, the Wastewater Department had 6 service calls, 7 repair jobs, 10 maintenance jobs and 7 inspections.

Service Calls

11402 Lapoynor - customer stated sewer service was broken - checked break on wastewater service the break was on customer side of service notified customer by door tag nobody was and phone number did not work.

16813 Trevin Cove - sewer clog - clog was on customer side of service notified customer city side was clear, and clog was on customer side of service.

12809 Door Bell - customer stated sewer clean out stack sticking out of ground too high - lowered clean out to ground level per customer.

210 West Burton - sewer clog - cleared clog on city side of service and called locates to make repairs where city side meets customer side.

603 Samiripa - sewer clog - jetted city side clean out and cleared notified customer.

11019 US HWY 290 - sewer clog - city side was clear notified customer it was an inside issue.

Repairs

Bell Farms lift station - received a seal failure alarm on pump number 1 at Bell Farms lift station pulled pump number 1 - determined it had moisture in pump so sent pump number 1 to Pump Solutions for repairs.

510 Jessie - installed a new wastewater tap and ran service to property line, set a new clean out on property line.

17209 Hamilton Point - repaired wastewater service where city meets customer side and installed a new clean out cap and lid.

12901 Wedding drive - repaired wastewater service where city meets customer side and installed a new clean out cap and lid.

210 West Burton - installed a new clean out on property line (previously did not have clean out on property line).

12741 Bella Park way-repaired wastewater service where city meets customer side and installed a new clean out cap and lid.

Bell Farms lift Station - received high level alarm and pump 2 fail to start alarm-found a loose connection on lead float - pump number 2 is back in operation.

Maintenance

Wilbarger Plant - received load of sodium hypochlorite 2,000 gallons for Wilbarger Plant.

Carriage Hills Lift Station - replaced broken boards around fence at carriage hills lift station.

12741 Bella Park way - marked work area with white paint and called locates to make repairs on wastewater service where customer side meets city side called locates.

210 West Burton - marked work area with white paint and called locates to make repairs where city side meets customer side.

512 Jessie St -Locate in rear of property wastewater main and services marked with green paint and flags M&B home builders will be setting pole contact number 979-716-0399.

Wilbarger Plant - received load of alum 4,500 gallons for Wilbarger Plant.

Presidential Glen lift station Generator on HWY 290- low coolant level -added coolant to generator radiator

Presidential Glen on Woodrow Wilson St. lift station Generator - low coolant level -added coolant to generator radiator.

Wilbarger Plant - received load of sodium hypochlorite 1,900 gallons for Wilbarger Plant.

Wilbarger Plant - ordered load of Alum 4,500 gallons for Wilbarger Plant.

Inspections

1.Lagos Phase 3 - Preconstruction meeting for Phase 3 with JL Gray construction, PG,GS.

2.600 BLK Carrie Manor - pressure test 12" high pressure wastewater main by Austin Engineering for new lift station - passed held 90 psi for 1 hr. by JT 10-13-21

3 Hue LUM Buddhist Center Wastewater Tap preconstruction meeting with Travis county, Underground water solutions,LZ,GS,JT 10-27-21

4.Manor Heights Lift station start up with JL Gray construction, Frank Phelan, Pauline Gray lift station online on 10-29-21

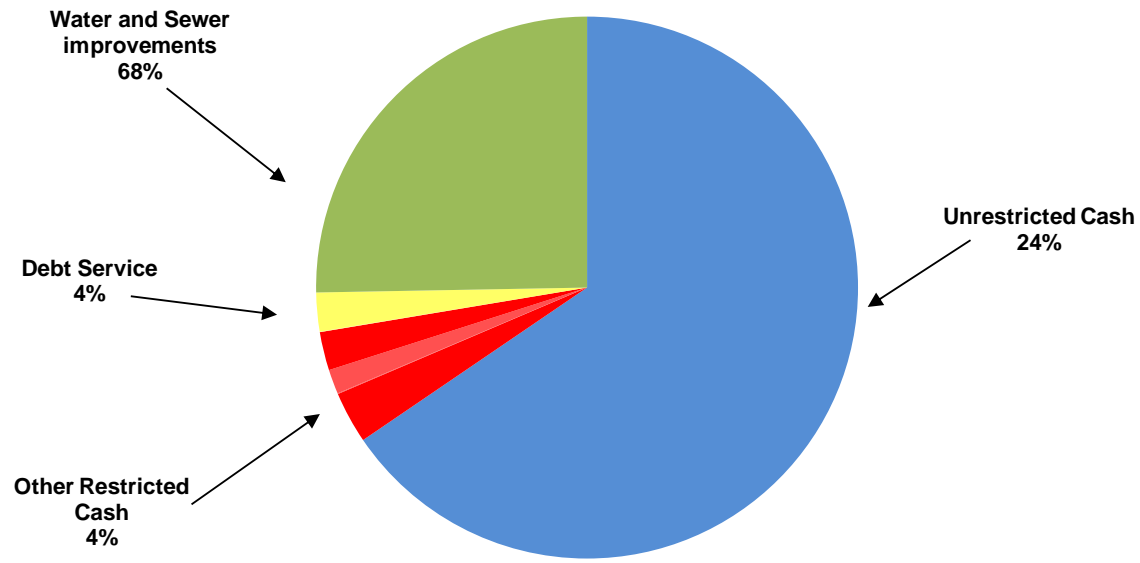
5.Las Entradas Greg Manor Rd - wastewater main and manholes by JL Gray Construction by DD 10-27-21 to 10-29-21

6.Hill In St Joseph Church -4" High pressure wastewater main by Kim Til Construction by DD 10-25-21 to 10-29-21

7.Manor Heights HWY 290 - wastewater main and manholes by Guerra Construction by DD 10-25-21 to 10-29-21

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of October, 2021**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	\$11,872,784	\$ 9,462,664			\$ -	\$ 21,335,447
Restricted:						
Tourism				1,005,211		1,005,211
Court security and technology	13,807					13,807
Rose Hill PID				475,428		475,428
Customer Deposits		747,275				747,275
Park	8,934					8,934
Debt service			754,513			754,513
Capital Projects						
Water and sewer improvements		-		8,238,562		8,238,562
TOTAL CASH AND INVESTMENTS	\$11,895,525	\$10,209,939	\$ 754,513	\$ 9,719,201	\$ -	\$ 32,579,178



Overview of funds:

\$168,991.65 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status



MEMO

To: Mayor and City Council Members
 From: Tracey Vasquez, Human Resources Manager
 Proposed Meeting Date: November 17, 2021
 RE: October 2021

Meetings and Events:

TML Annual Conference Houston:

October 6, 2021- City of Manor hosted Region 10 meeting.

Manor Night Out:

October 15, 2021

Registered attendees and handed out wrist bands for the annual Police event.

City Council Meetings:

October 20, 2021

Executive Session- Personnel Matters

October 27, 2021

Executive Session- Personnel Matters

DallasHR:

HR Southwest Conference 2021- Scholarship

On August 8, 2021, I applied for a scholarship to attend the annual Southwest HR Conference in Fort Worth, TX.

I was awarded the scholarship for registration, hotel, and travel on August 18, 2021.

List of attended sessions:

October 11, 2021 (Columbus Day)

*Open Session

*Inclusion- from compliance to competitive advantage

Speakers- Patricia Bell & Lucy Dominguez

*Reset the Clock- replace liability with credibility

Speaker- Mike Miriachi



MEMO

*Listening and Action Planning
Speakers- Brandon Jordan and Bradley Brummel

October 12, 2021

*Open Session

*Anatomy of a Lawsuit

Speakers- Scott Roloff and Kirte Kinser

*Creating the Culture, You Want

Speaker Rick Robinson- Ramsee Consulting Group

*Reimagining the Workplace- new normal, new risks

Speakers- Kristin Bauer and Katrin Schatz

October 13, 2021

*Open Session

*Measure & Mitigate- risk related to implicit bias

Speakers- Dennis Koerner and Cindy Ogden

New Year's Eve Meeting:

October 26, 2021

Manor Art Park- discussed set up and merchandising for kick off to Sesquicentennial celebrations for 2022.

October 2021

- Attended Enterprise Risk Management training webinar.
- Interviewed candidates for the Economic Development Director position.
- Met with Lieutenant James Allen regarding purchasing CPR training equipment and begin in-house training for city staff and council for CPR and AED training. (Budgetarily reduces training costs for all departments).
- Realigned and revamped the employee evaluation and self-evaluation forms.
- Post and reissue employment notices on various sites, TML, TMPA, City website, Facebook, etc. For multiple positions open with the City of Manor.
- Begin the set up for initializing the open enrollment process for all 76 City employees.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Preliminary Planned Unit Development Site Plan Rezoning request for 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract No. 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).

Applicant: SEC Planning

Owner: Enfield Partners LLC

BACKGROUND/SUMMARY:

A Preliminary PUD is for P&Z and City Council to review the proposed development and improvements and request any changes. The PUD, after any changes are made, comes back to P&Z and Council as a Final PUD for approval. This PUD is for a maximum 400 lot single family subdivision with commercial along the FM 973 frontage. Improvements from the PUD include: additional parkland/open space acreage with trails, playgrounds, pavilion, and dog park; landscaping buffers along Gregg Lane (15' wide) and internal collector (10' wide), and upgraded masonry fencing along the internal unloaded collector and Gregg Lane. The modifications to our Code in the PUD are: up to 80% of the lots can be 50' wide (60' is the Code requirement), minimum lot square footage is 6,000 sf (7,500 is Code requirement), and maximum building coverage is 50% (Code requirement is 40%).

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

- Letter of Intent
- Preliminary PUD
- Map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a Preliminary Planned Unit Development Site Plan Rezoning request for 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract No. 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).

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



July 9, 2021

Scott Dunlop, Director of Planning
City of Manor Planning Department
105 E. Eggleston Street
Manor, Texas 78653

Re: Enfield PUD Zoning Application Letter of Intent

Enfield is approximately 134.5 acres located on the southwest corner of Gregg Lane and FM 973. The proposed project development will provide a mix of residential product offerings as well as commercial frontage along FM 973.

The Applicant requests to zone the Property to a Planned Unit Development with the base zoning districts of SF-2 for the single family housing and C-2 for the commercial. The proposed housing product described in the PUD will consist of lot sizes that are 50 feet and 60 feet in width with a maximum unit count capped at 400 units.

The PUD outlines various minor revisions to the Manor Code of Ordinances to customize the standards to meet the desired product by the applicant. The below is a summary of modifications requested:

- Minimum lot size square footage to 6,000 s.f.
- Side setback: 5 feet
- Minimum lot width: 50 feet
- Building coverage: 60%
- Commercial Land Use Prohibitions

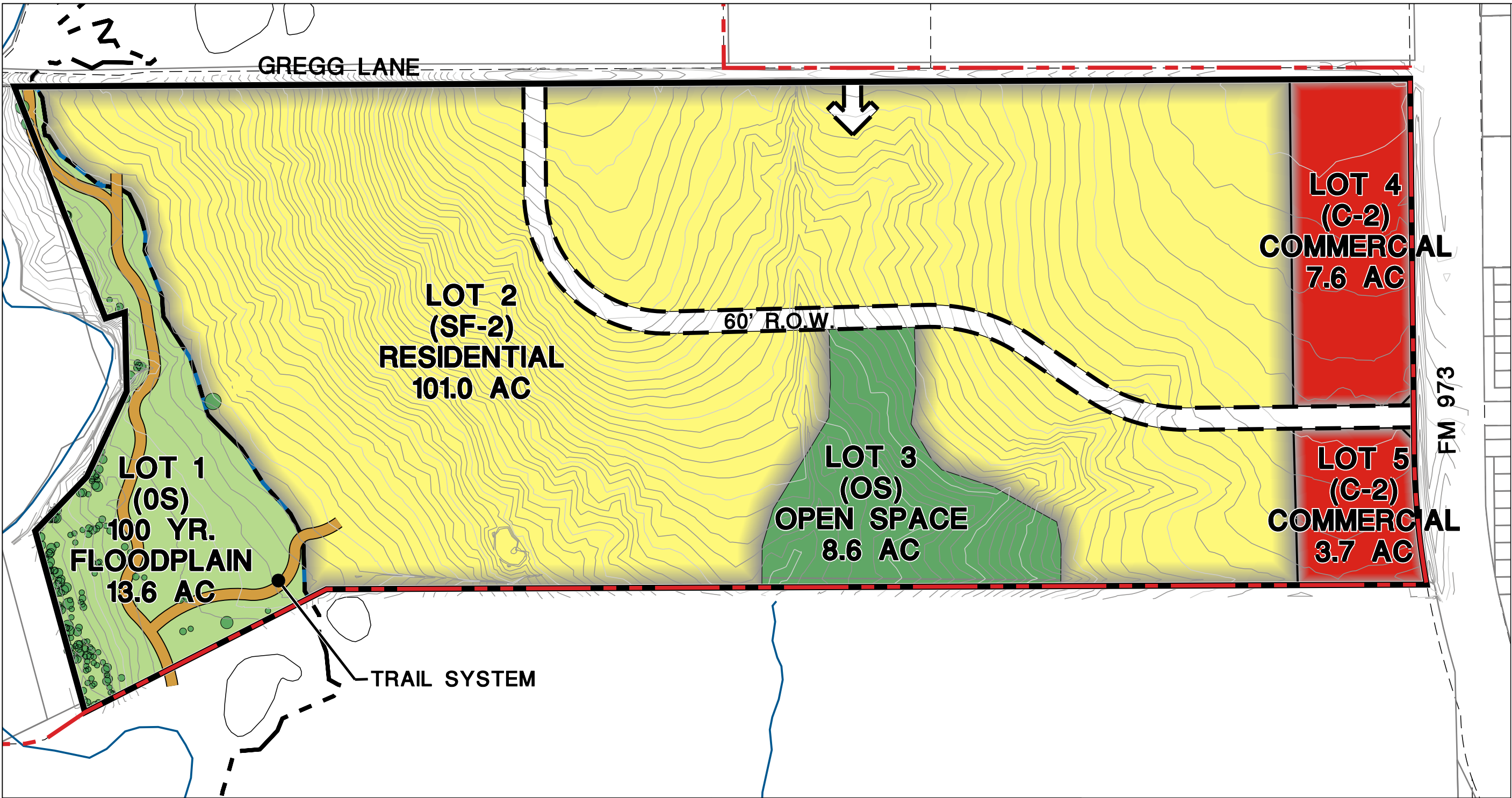
As part of the PUD zoning request, the applicant is also proposing additional enhancements to create a cohesive master plan that is highly amenitized. These enhancements are proposed to ensure a high quality development and exceed basic requirements of a traditionally zoned property. Some of the added benefits outlined within the PUD include the following:

- Commercial use restrictions
- Residential unit cap
- Expanded parkland areas
- Implementation of a regional hike and bike trail segment
- Commitment for parkland improvements within the community
- Landscape Buffer along Gregg Lane
- Internal Landscape buffers along unloaded collector
- Masonry walls along Gregg Lane and unloaded collector

Thank you for your consideration of this zoning request. Should you have any questions or need additional information, please do not hesitate to contact me.

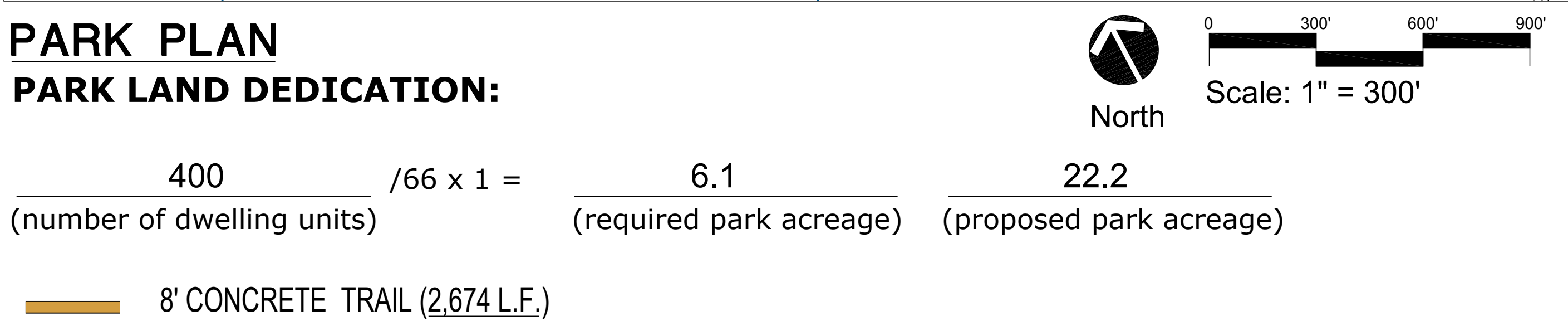
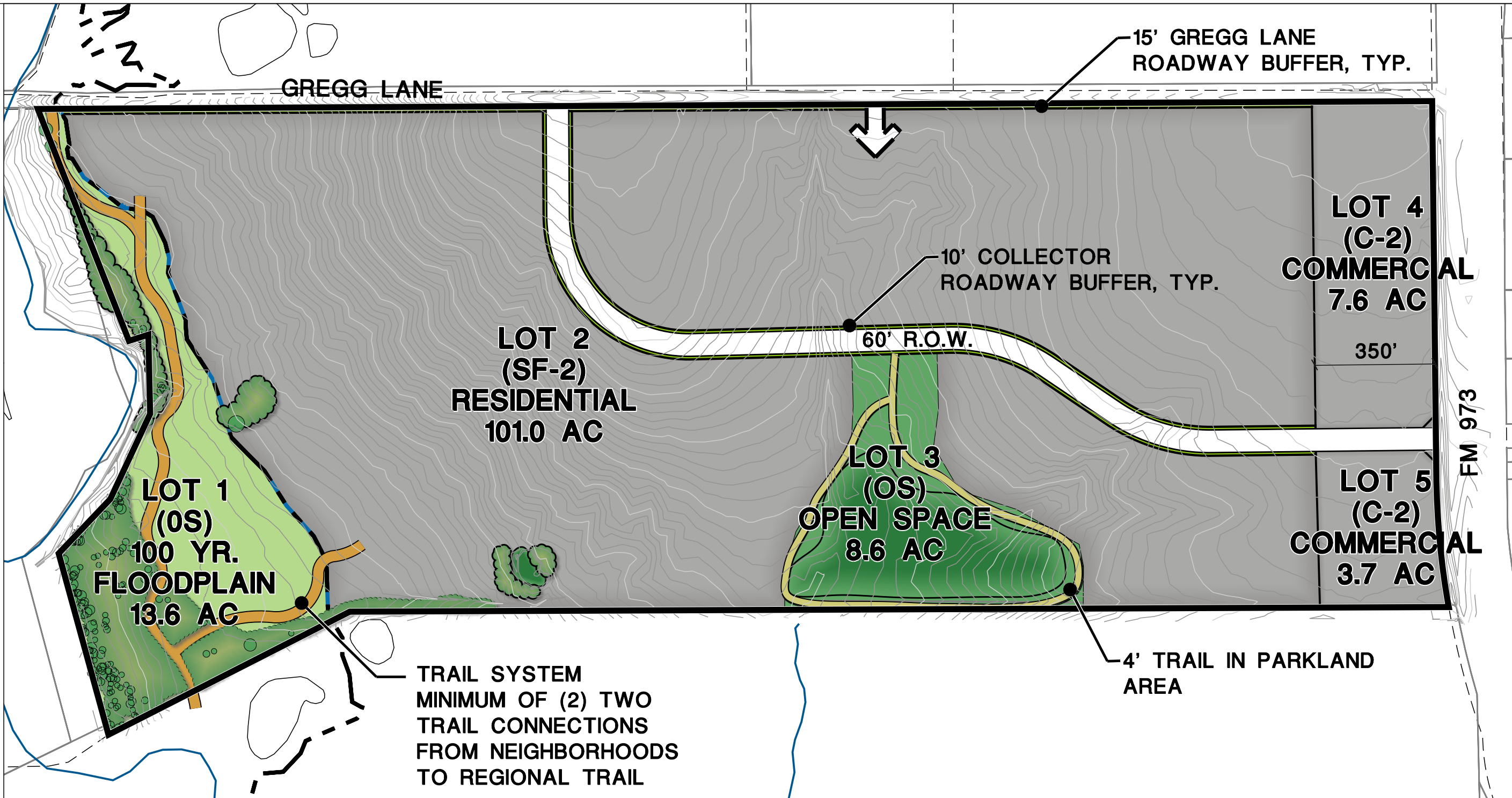
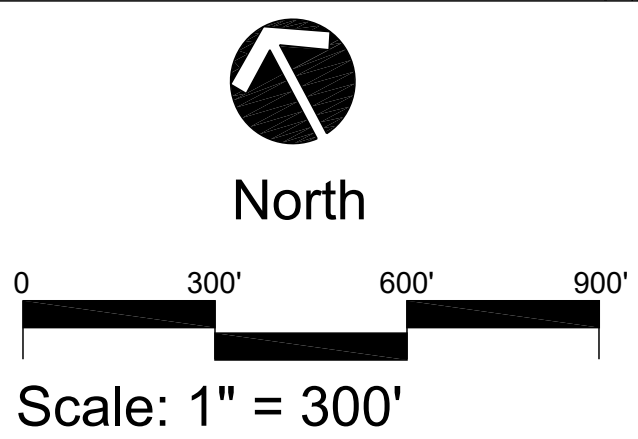
Sincerely,

Mark Baker
Principal



LAND USE PARCEL TABLE			
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	101.0 ACRES	400 LOTS	4.0 DU/AC
(C-2) MEDIUM COMMERCIAL	11.3 ACRES	2 LOTS	
(OS) FLOODPLAIN	13.6 ACRES	1 LOTS	
(OS) OPEN SPACE	8.6 ACRES	1 LOTS	
TOTAL	134.5 ACRES		3.0 DU/AC

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



A. Purpose and Intent

- The Enfield Planned Unit Development (PUD) is comprised of approximately 134.5 acres. The development of this Property is a combination of light commercial along FM 973 at the Eastern edge of the Property and a single-family detached residential community on the remainder of the Property.

B. Applicability and Base Zoning

- All aspects regarding the development of this PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Preliminary PUD Site Plan.
- For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Manor Code of Ordinances:
 - SF-2 (Single-Family Standard)
 - C-2 (Medium Commercial)

C. Conceptual Site Layout and Land Use Plan

- The Land Use Plan has been attached to this PUD to illustrate the design intent for the Property. The Preliminary PUD Site Plan is intended to serve as a guide to illustrate the general community vision and design concept and is not intended to serve as a final document.

D. Allowable/Prohibited Uses

- The allowable residential use shall be detached single-family dwellings on individually platted lots. The maximum residential lot count shall be four hundred (400). Commercial uses shall be consistent with allowable C-2 (Medium Commercial) land uses as defined in Division 3, Section 14.02.017 of City of Manor Code of Ordinances except as modified herein.
- The following uses shall be prohibited within the C-2 area of the PUD:
 - Amusement (outdoor)
 - Automobile Repair (minor)
 - Automobile Repair (major)
 - Commercial Off-Street Parking
 - Contractor's Shop
 - Financial Services (alternative)
 - Funeral Services
 - Kennel
 - Laundry Services
 - Mini-Storage Warehouse
 - Off-Site Accessory Parking
 - Pawnshop
 - Recreational Vehicle Sales and Rental
 - Truck and Trailer Sales and Rental
 - Veterinary Service, Large

E. Residential Development Standards

- To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
 - A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
 - A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.
- The Enfield Tract residential development will comply with the Development Standards set forth below:

RESIDENTIAL USES

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)
Lot Width: (minimum)50 ft.
Front Setback: (minimum)25 ft.
Side Setback: (minimum)5 ft.
Street Side Setback: (minimum)15 ft.
Rear Setback to residential:(minimum)10 ft.
Rear Setback to commercial: 15 ft
Minimum dwelling unit size: 1,700 sq. ft.
Maximum building coverage: 50%
Maximum building coverage plus accessory structures: 60%

- Standards not listed follow code, as amended

F. Commercial Development Standards

- The Enfield Tract commercial development shall comply with the C-2 (Medium Commercial) development standards set forth in the City of Manor Code of Ordinances, as amended.

G. Drainage Dedication and Facilities

- Residential drainage facilities shall utilize earthen berms and be designed with a curvilinear shape where possible. If concrete retaining walls are required in the design of detention facilities, such areas shall be limited to not more than forty percent (40%) of the perimeter of the pond.

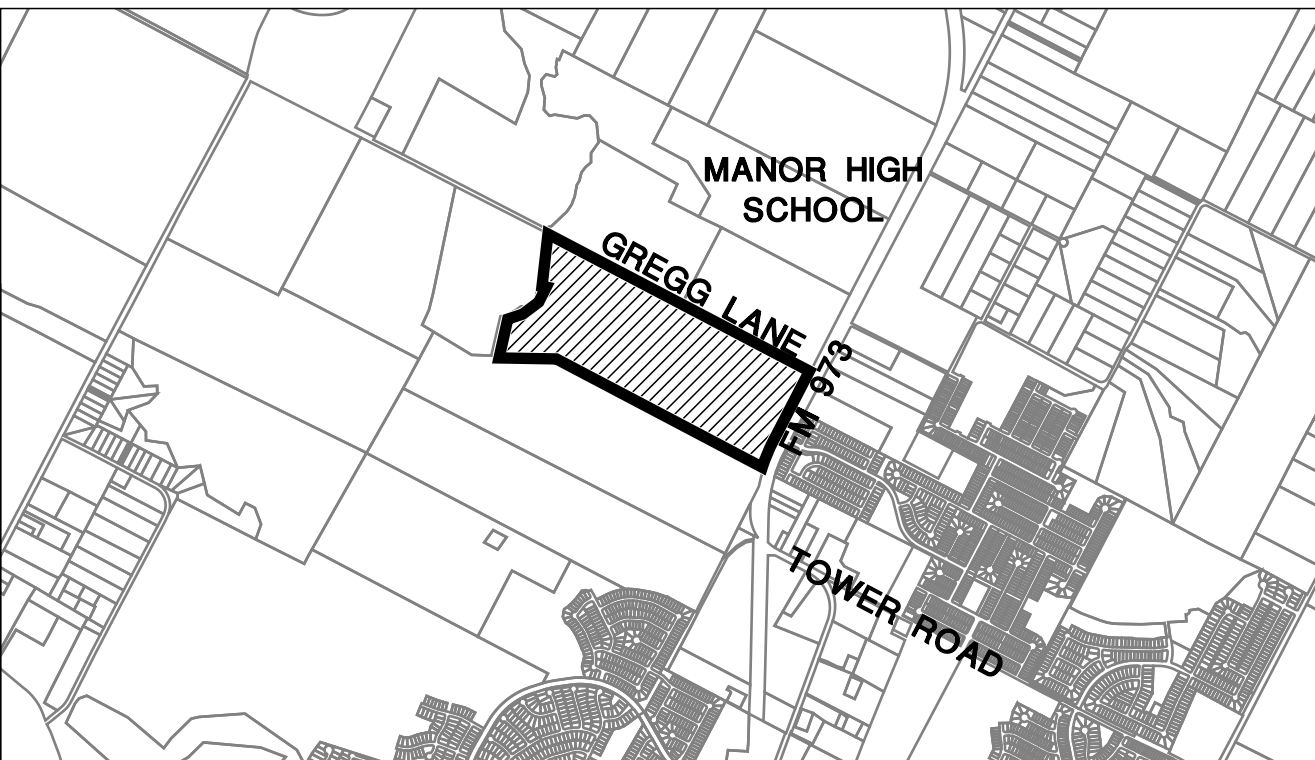
H. Parkland and Open Space

- This Preliminary PUD Site Plan provides approximately 22.2 acres of park and open space with the dedication of two (2) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, 100 year floodplain, trail corridor and active programmed parkland.
- An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
- Parkland amenities located within the Enfield PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
 - Age 5-12 playground
 - Age 2-5 playground
 - Parking area with a minimum of 20 parking spaces
 - Minimum 10,000 square foot dog park (may be allowed within detention area)
 - Minimum 20 foot by 30 foot picnic pavilion
- A portion of the parkland may be utilized for a private amenity pool and associated restroom facility. This lot defined for the private amenity will not be dedicated to the City and final boundary will be determined at the platting stage of development.
- A minimum 4 foot wide, concrete sidewalk shall be provided parallel to the Gregg Lane Landscape Buffer.
- The proposed parkland shall be dedicated to the City of Manor and privately maintained by the Enfield Homeowner's Association.

I. Landscaping

- Gregg Lane Landscape Buffer
 - A minimum fifteen (15) foot landscape buffer, measured from the edge of the Gregg Lane right of way, shall be provided. Four (4), minimum three (3) inch caliper, Type A large or Type B medium native trees (as defined by the Manor Code of Ordinances) and fifteen (15), minimum three (3) gallon, shrubs shall be planted per 200 linear feet of landscape buffer. A minimum four (4) foot wide, concrete sidewalk shall be provided within the Gregg Lane Landscape Buffer or the expanded right of way for Gregg Lane. Location and alignment of the sidewalk shall be coordinated during the Preliminary Plan stage of development.
- Unloaded Collector Landscape Buffer.
 - For internal, unloaded collector roadways, a minimum ten (10) foot landscape buffer, measured from the edge of the collector right of way, shall be provided. One (1), minimum three (3) inch caliper, Type A large or Type B medium native tree (as defined by the Manor Code of Ordinances) and five (5), minimum three (3) gallon, shrubs shall be planted per 50 linear feet of landscape buffer.
- Storm Water Detention
 - Storm water detention facilities shall be screened according to the requirements outlined in the City of Manor Code of Ordinances, Section 15.03.021 (f).
- Masonry wall shall be provided along the rear and side lotlines of lots that back up to an unloaded collector and Gregg Lane. Masonry shall include brick, stone, stucco or concrete panel fencing. Stone or brick columns shall be provided a minimum of every 300 feet. Walls should be minimized and varied whenever possible to avoid a tunnel effect along the collector roadway.
- All landscape buffers and walls shall be privately maintained by the Enfield Homeowners Association.

VICINITY MAP
Scale: 1" = 1/2 Mile



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

Dated this ____ Day of _____, 20__

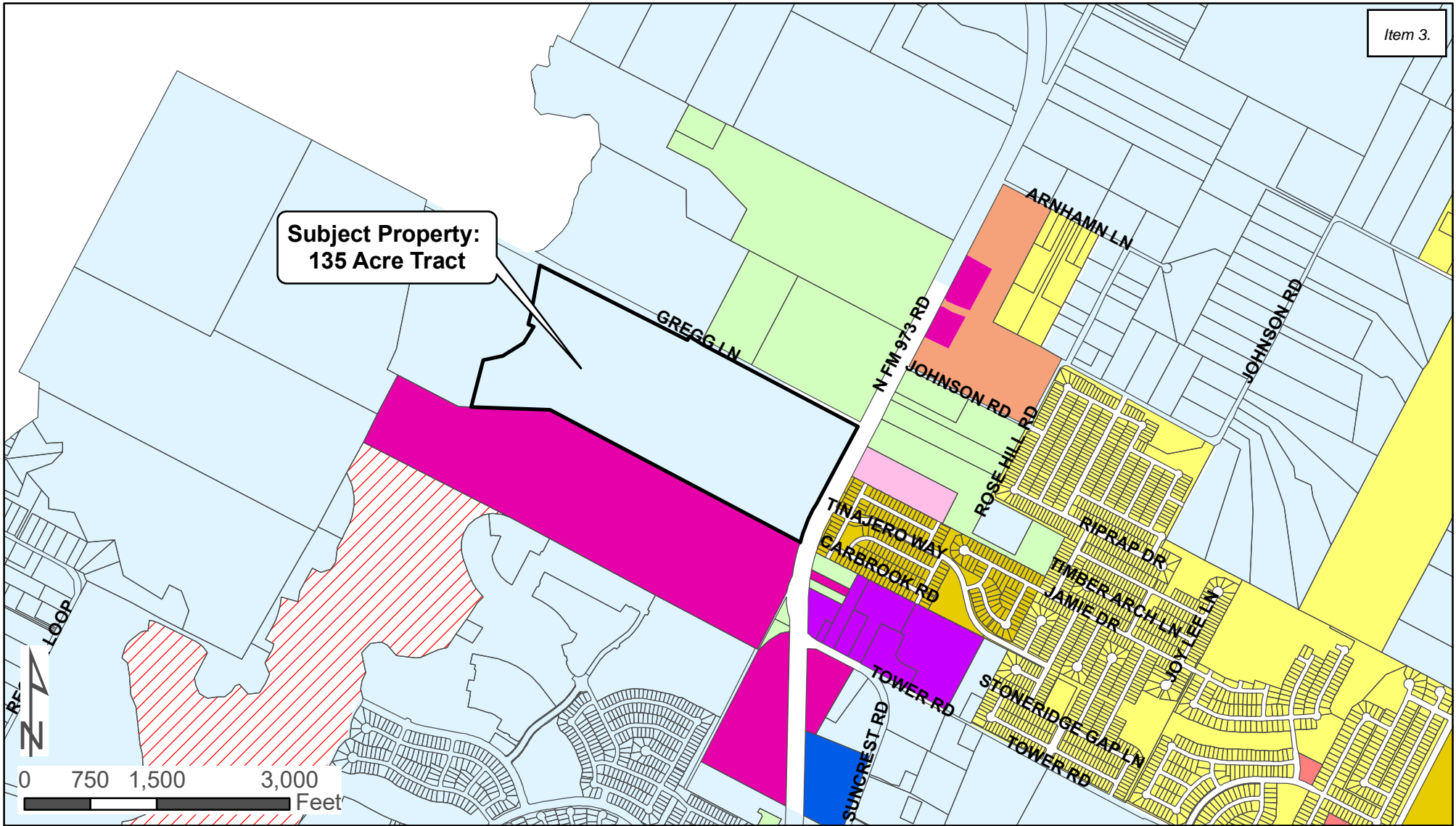
By: _____
Honorable Mayor Dr. Larry Wallace Jr.
Mayor of the City of Manor, Texas

This Preliminary PUD Site Plan has been submitted to and considered by the Planning and Zoning Commission of the City of Manor, Texas, and is hereby recommended for approval by the City Council.

Dated this ____ Day of _____, 20__

By: _____
Philip Tryon, Chairperson

Subject Property:
135 Acre Tract



Proposed Zoning: Planned Unit Development (PUD)

Zone

- A - Agricultural
- SF-1 - Single Family Suburban
- SF-2 - Single Family Standard
- TF
- MF-2 - Multi-Family 25

- MH-1 - Manufactured Home
- I-1 - Institutional Small
- I-2 - Institutional Large
- GO - General Office
- C-1 - Light Commercial
- C-2 - Medium Commercial

- 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: November 17, 2021
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve an ordinance authorizing the issuance of "City Of Manor, Texas Combination Tax And Revenue Certificates Of Obligation, Series 2021"; authorizing the sale thereof; enacting provisions related to the issuance of the certificates.

BACKGROUND/SUMMARY:

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

- Ordinance No. 630

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 630 authorizing the issuance of "City Of Manor, Texas Combination Tax And Revenue Certificates Of Obligation, Series 2021"; authorizing the sale thereof; enacting provisions related to the issuance of the certificates.

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$ _____
 "CITY OF MANOR, TEXAS COMBINATION TAX AND REVENUE
 CERTIFICATES OF OBLIGATION, SERIES 2021"; AUTHORIZING THE
 SALE THEREOF; ENACTING PROVISIONS RELATED TO THE
 ISSUANCE OF THE CERTIFICATES**

WHEREAS, the City Council of the City of Manor, Texas (the "City") originally determined that it should issue certificates of obligation in an amount not to exceed \$6,360,000 for the purpose of paying contractual obligations of the City to be incurred for (1) design and construction of, and the acquisition of equipment and other property for, the improvement and expansion of the City's Water and Sewer Systems, including the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new ground storage tanks and pumps, and the expansion of one or more lift stations; and (2) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of intention to issue said certificates of obligation for such purposes has been published in *The Manor Journal*, a newspaper found and determined to be of general circulation in the City of Manor, Texas, on September 24, 2021 and October 1, 2021, respectively, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on November 17, 2021, the City Council of the City of Manor, Texas, convened at 7:00 p.m. and considered passage of an ordinance authorizing the issuance of said certificates of obligation (the "Ordinance"); and

WHEREAS, the certificates of obligation in the principal amount of \$ _____ should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued at this time;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Certificate" or "Certificates" means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021," in the aggregate principal amount of \$_____.

"City" means the City of Manor, Texas.

"City Council" means the City Council of the City.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Date of Delivery" means the date the Certificates are originally delivered to the Initial Purchaser in exchange for the payment for the Certificates.

"Dated Date" means December 1, 2021.

"Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other then

authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificates.

"Designated Payment/Transfer Office" means the office of the Paying Agent/Registrar which is designated for the presentment of the Certificates.

"Event of Default" means any event of default as defined in Section 11.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate described in Section 3.04(d) and 6.02(e) of this Ordinance.

"Initial Purchaser" means _____.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.03 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2022.

"Mayor" means the Mayor of the City.

"Owner" or "Registered Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially _____, _____, Texas, or any successor thereto as provided in this Ordinance.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Revenues" means those revenues of the City's Water and Sewer System available after deduction of the reasonable expenses of operation and maintenance of said System and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said System.

"System" means the City's Water and Sewer System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates.

During each year while the Certificates are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original principal amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem

tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

Section 2.02. Revenue Pledge.

(a) The Certificates are additionally secured by and shall be payable from a limited pledge of the Surplus Revenues of the City's System, not to exceed \$1,000, such pledge authorized pursuant to CHAPTER 1502, TEXAS GOVERNMENT CODE, as amended. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificates and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.04. Construction Fund.

(a) Establishment of Construction Fund. A special fund or account, to be designated the "City of Manor, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates shall be deposited in the Construction Fund and payments therefrom shall be made as provided below.

(b) Payments from Construction Fund. Payments from the Construction Fund shall be used solely for the purpose of paying contractual obligations to be incurred for (1) design and construction of, and the acquisition of equipment and other property for, the improvement and expansion of the City's Water and Sewer Systems, including the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new ground storage tanks and pumps, and the expansion of one or more lift stations; and (2) the payment of professional services and costs of issuance related thereto.

(c) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.

Section 2.05. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 2.06. Effect of Pledge.

Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's Combination Tax and Revenue Certificates of Obligation, Series 2021 (the "Certificates") is hereby authorized to be issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations of the City to be incurred for (1) design and construction of, and the acquisition of equipment and other property for, the improvement and expansion of the City's Water and Sewer Systems, including the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new ground storage tanks and pumps, and the expansion of one or more lift stations; and (2) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall be dated December 1, 2021 (the "Dated Date"). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) [The Certificates shall finally mature on August 15, 2036 and bear interest at the per annum rate of _____% from the later of the Date of Delivery to the Initial Purchaser anticipated to be December 16, 2021) (which date shall be noted on the Certificates) or from the most recent Interest Payment Date to which interest has been paid or duly provided for.]

(b) [The Certificates shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2022	\$	%
2023	\$	%
2024	\$	%
2025	\$	%
2026	\$	%
2027	\$	%
2028	\$	%
2029	\$	%
2030	\$	%
2031	\$	%

2032	\$	%
2033	\$	%
2034	\$	%
2035	\$	%
2036	\$	%

(c) The Certificates shall bear interest from the later of the Date of Delivery to the Initial Purchaser (anticipated to be December 16, 2021) (which date shall be noted on the Certificates) or from the most recent Interest Payment Date to which interest has been paid or duly provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Interest on the Certificates shall be payable on February 15 and August 15 of each year, commencing on February 15, 2022, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest on the Certificates shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements, including wire transfer of funds, acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Initial Purchaser, or its designee, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Initial

Purchaser or its designee. The Initial Purchaser may elect to hold the Initial Certificate in lieu of delivery of the definitive Certificates.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in a minimum denomination of \$5,000 and any integral multiple thereof, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or

representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination of \$5,000 or any integral multiple thereof at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this

Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to CHAPTER 1201, TEXAS GOVERNMENT CODE, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.09. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law. The City further reserves the right to issue any additional obligations secured by

the Surplus Revenues on the City's System, which is on parity with the lien and pledge securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the right, at its option, to redeem the Certificates on August 15, 2027, or any date thereafter, in whole or in part, at the redemption price of par plus accrued interest to the date of redemption.

With respect to any optional redemption of the Certificates, unless all prerequisites to such redemption required by this Ordinance have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificate and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificate has not been redeemed.

[Section 4.03. Mandatory Redemption.

The Certificates are subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the dates and in the principal amounts set forth below:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2022	\$
August 15, 2023	\$
August 15, 2024	\$
August 15, 2025	\$
August 15, 2026	\$
August 15, 2027	\$
August 15, 2028	\$
August 15, 2029	\$

August 15, 2030	\$
August 15, 2031	\$
August 15, 2032	\$
August 15, 2033	\$
August 15, 2034	\$
August 15, 2035	\$
August 15, 2036	\$ (Maturity)]

The principal amount of the Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City by the principal amount of the Certificate which at least fifty (50) days prior to a mandatory redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificate plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been redeemed pursuant to the optional redemption provisions, if any, and not theretofore credited against a mandatory redemption requirement.]

Section 4.04. Reserved.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificate is to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) On or after the date fixed for redemption, the Paying Agent/Registrar shall pay to the Registered Owner the principal of, redemption premium, if any, and accrued

interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

(c) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the TEXAS PROPERTY CODE, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints _____, _____, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(c) Attached hereto as Exhibit A is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof and (ii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced. The Initial Purchaser may elect to hold the Initial Certificate in lieu of delivery of the definitive Certificates.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-____

\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MANOR, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Dated Date:

Interest Rate:

Stated Maturity:

December 1, 2021

____%

August 15, 20__

Date of Delivery: December 16, 2021

Registered Owner:

Principal Amount:

DOLLARS

THE CITY OF MANOR, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the

Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2022. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered Certificates specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations of the City to be incurred for (1) design and construction of, and the acquisition of equipment and other property for, the improvement and expansion of the City's Water and Sewer Systems, including the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new ground storage tanks and pumps, and the expansion of one or more lift stations; and (2) the payment of professional services and costs of issuance related thereto.

THE CITY reserves the right, at its option, to redeem the Certificates on August 15, 2027, or any date thereafter, in whole or in part, at the redemption price of par plus accrued interest to the date of redemption, and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

[THE CERTIFICATES ARE SUBJECT TO MANDATORY REDEMPTION prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the dates and in the principal amounts set forth below:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2022	\$
August 15, 2023	\$

August 15, 2024	\$
August 15, 2025	\$
August 15, 2026	\$
August 15, 2027	\$
August 15, 2028	\$
August 15, 2029	\$
August 15, 2030	\$
August 15, 2031	\$
August 15, 2032	\$
August 15, 2033	\$
August 15, 2034	\$
August 15, 2035	\$
August 15, 2036	\$ (Maturity)]

The principal amount of the Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City by the principal amount of the Certificate which at least fifty (50) days prior to a mandatory redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificate plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been redeemed pursuant to the optional redemption provisions, if any, and not theretofore credited against a mandatory redemption requirement.]

IF THIS CERTIFICATE (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City and from a limited pledge of the Surplus Revenues, not to exceed \$1,000, of the City's Water and Sewer System. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a pledge of the Surplus Revenues of the City's Water and Sewer System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mayor
City of Manor, Texas

City Secretary
City of Manor, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

_____, Texas]

as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate, or duly authorized representative or attorney thereof, hereby assigns this Certificate to _____

(Assignee's Social Security or Taxpayer Identification Number) (print or typewrite Assignee's name and address, including zip code)
and hereby irrevocably constitutes and appoints _____
attorney, to register the transfer of the within Certificate on the books kept for registration
thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Initial Certificate.

Heading and paragraph one shall be amended to read as follows:

REGISTERED
No. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MANOR, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

Dated Date: December 1, 2021

Date of Delivery: December 16, 2021

Registered Owner: _____

Principal Amount: _____ DOLLARS

THE CITY OF MANOR, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

YEAR OF
MATURITY

PRINCIPAL
INSTALLMENTS

INTEREST
RATE

(Information to be inserted from
schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity), and to pay interest on the unpaid Principal Amount hereof from the Date of Delivery shown above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2022. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its principal offices in _____, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 6.03. Reserved.

Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, which may be executed in facsimile, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.01. Sale of the Certificates. The Certificates are hereby sold and shall be delivered to _____ (the "Initial Purchaser") at a price of \$_____ (representing the par amount of the Certificates) in accordance with the terms of a Private Placement Letter of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Private Placement Letter on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of the Initial Purchaser.

Section 7.02. Control and Delivery of Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund and the Construction Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund and the Construction Fund shall be credited to the respective Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

(a) The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans

to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as a "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with--

(i) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to maintain such records as will enable the City to fulfill its responsibilities under this Section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary, and the City Manager of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 9.03. Reserved.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof is and will be a valid and enforceable obligation of the City in accordance with its terms.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.01. No Rule 15c2-12 Undertaking; Annual Financial Statements.

Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

The Certificates are being sold pursuant to a private placement with the Initial Purchaser, in the denomination of \$5,000 or any integral multiple thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Certificates. Accordingly, no contract to provide continuing disclosure information after the issuance of the Certificates has been made by the City with investors.

While the Certificates remain outstanding, unless waived by the Initial Purchaser, the City shall provide the following to the Initial Purchaser or any assignee or transferee thereof:

(a) Audited financial statements, to be provided within 270 days after the close of each City fiscal year ending on and after September 30, 2021, and

(b) Such other financial information regarding the City as the Initial Purchaser or any assignee or transferee thereof shall reasonably request.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 11.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01. Discharge and Defeasance. If the City shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on

and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

Any money so deposited with the Paying Agent/Registrar or escrow agent, and all income from Defeasance Securities held in trust by the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the City, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Further Procedures.

The Mayor, City Secretary, City Manager, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the official seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable to carry out the terms and provisions of this Ordinance, the Certificates and the Private Placement Letter pertaining thereto. In case any officer whose facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of the Certificates, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such

delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificates remain outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) change the date specified as the date on which the principal of any installment of interest on any Certificate is due and payable, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Certificate or interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of the Certificates required for consent to any amendment, addition, or waiver.

Section 13.03. Appropriation.

There is hereby appropriated out of lawfully available funds of the City an amount sufficient to pay debt service on the Certificates during the current fiscal year.

Section 13.04. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, TEXAS GOVERNMENT CODE, as amended.

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PASSED AND APPROVED this 17th day of November, 2021.

Mayor
City of Manor, Texas

ATTEST:

City Secretary
City of Manor, Texas

[CITY SEAL]

[SIGNATURE PAGE]

EXHIBIT A

Paying Agent/Registrar Agreement

See complete copy at Tab 9 of Transcript.

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve a resolution expressing intent to finance expenditures to be incurred by the City of Manor, Texas.

BACKGROUND/SUMMARY:

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

- Resolution No. 2021-23

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2021-23 expressing intent to finance expenditures to be incurred by the City of Manor, Texas.

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

RESOLUTION NO. 2021-23**RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO
BE INCURRED BY THE CITY OF MANOR, TEXAS**

WHEREAS, the City of Manor, Texas (the “Issuer” or “City”) is a home rule municipality and political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Certificate of Obligation Act of 1971, TEXAS LOCAL GOVERNMENT CODE, §§ 271.041, et seq.;

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the projects listed on Exhibit “A” attached hereto;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the project listed on Exhibit “A” attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit “A” attached hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that are 60 days prior to the date hereof and that are to be paid in connection with the projects listed on Exhibit “A” attached hereto, from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Section 1201.042, Texas Government Code.

Section 3. The Issuer reasonably expects that the maximum principal amount of obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit “A” attached hereto will not exceed \$6,360,000.

Section 4. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the projects are placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the project for which the expenditure is paid is a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit “A” that at least five years are necessary to complete the project in which event the maximum reimbursement period is five years after the date of the original expenditure.

ADOPTED this 17th day of November 2021.

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT "A"

DESCRIPTION OF PROJECT

Design and construction of, and the acquisition of equipment and other property for, the improvement and expansion of the City's Water and Sewer Systems, including the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new ground storage tanks and pumps, and the expansion of one or more lift stations; and the payment of professional services related thereto.

Such financing to be in an amount not to exceed \$6,360,000, which will be made from the General Fund and/or Water and Sewer Fund of the City of Manor, Texas.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Lydia Collins
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve a resolution authorizing the hiring of bond counsel on a contingency fee basis.

BACKGROUND/SUMMARY:

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

- Resolution No. 2021-24
- Bond Counsel Service Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2021-24 authorizing the hiring of bond counsel on a contingency fee basis.

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

RESOLUTION NO. 2021-24**RESOLUTION AUTHORIZING HIRING OF
BOND COUNSEL ON A CONTINGENCY FEE BASIS**

THE STATE OF TEXAS	§
COUNTY OF TRAVIS	§
CITY OF MANOR	§

WHEREAS, the City of Manor, Texas (“City”) has a substantial need for legal services in connection with the issuance of public securities or the administration of its affairs that pertain to the issuance of public securities as contemplated by Tex. Govt. Code Section 1201.027 (the “obligations”); and

WHEREAS, the legal services cannot be adequately performed by the attorneys and supporting personnel of the City because the issuance of obligations by the City requires specialized skills and experience and the services of a firm that is a nationally recognized as bond counsel who can opine on the validity and appropriateness of the obligations, when issued; and

WHEREAS, the services required are not typically available and cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because such a contract would require the City to incur costs and expenses which would need to be borne even if the City ultimately determined not to issue obligations. The nature of the bond counsel engagement with Bickerstaff Heath Delgado Acosta LLP of Austin, Texas (“BHDA”), is feasible only because BHDA is agreeing to provide the services on a contingent fee basis and thus bears the risk if the City ultimately determined that it was not practical or feasible to issue the obligations; and

WHEREAS, absent the issuance of obligations, the City does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

WHEREAS, the City, by and through its City Council (the “Council”) and pursuant to all relevant authority, desires to retain and acquire legal counsel and the professional legal services of BHDA regarding the legal matter (“Legal Matter”) of the City’s sale and issuance of public securities as contemplated by the requirements of Subchapter C of Chapter 2254 of the Texas Government Code, which is further described in the attached **Exhibit 1**; and

WHEREAS, the Council has duly posted written notice of its consideration of the decision to hire BHDA in accordance with Section 2254.2036 of the Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS THAT the City Council, for and on behalf of the City and in the public interest, hereby makes the following findings, which incorporate each of the preceding recitals as if fully stated below, and orders and approves the following:

- (1) It is necessary, proper, and advisable for the City and its City Council to be represented by BHDA regarding the Legal Matter due to the legitimate and principal interests of the City and the public as herein described.
- (2) BHDA is hereby retained by the City Council on behalf of the City, and is formally engaged and hired for the Legal Matter, to provide legal counsel and related professional and personal services pursuant to and described in the contract for legal services ("Engagement Agreement"), said agreement being approved in substantially the form attached hereto as **Exhibit 1**.
- (3) The Mayor of the City is authorized and directed to execute the Engagement Agreement on behalf of the City.
- (4) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this resolution.
- (5) This resolution shall take effect immediately from and after its passage and enactment.
- (6) All preliminary recitals of this resolution and all attached documents are incorporated by reference as findings of the Council.
- (7) This resolution was considered and approved at a meeting held in compliance with the Open Meetings Act, Chapter 551, Texas Government Code.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 17th day of November 2021.

Dr. Christopher Harvey, Mayor
City of Manor, Texas

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

EXHIBIT 1

(Engagement Agreement for Legal Services)

November 17, 2021

The Honorable Dr. Christopher Harvey.
Mayor
City of Manor
105 E. Eggleston Street
Manor, Texas 78653

RE: Bond Counsel Agreement

Dear Dr. Wallace:

This letter is submitted to state our fees and describe the legal services of the undersigned law firm in performing the duties of bond counsel for the City in connection with the issuance of public securities by the City (the “Obligations”) or other financing, as may be assigned to the firm by the City from time to time during the term of this agreement.

Generally, we will perform all usual and necessary legal services as bond counsel in connection with the authorization, issuance, and delivery of the Obligations. Specifically, we will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of the Obligations, including the following:

1. Prepare all resolutions, ordinances, notices and other instruments pursuant to which the Obligations will be authorized, issued, delivered and secured, including election proceedings, if necessary, in cooperation and upon consultation with the City Council, their consultants, and other legal and financial advisors and consultants of the City.
2. If the Obligation is a refunding issue, prepare documents establishing the escrow agreement with the escrow agent.
3. If an election is required, prepare documents for calling bond election.
4. Attend meetings of the City Council with reference to the authorization and issuance of the Obligations to the extent required or requested.
5. Cooperate with the City Council and all other interested parties in the sale of the Obligations to the purchasers.
6. Submit bond transcript to the Attorney General for approval.

7. Supervise the execution of the Obligations and the delivery thereof to the purchasers.
8. Prepare documents for closings, provide instructions and advice for closings, and attend closings.
9. When the Obligations are issued, we will give our approving opinion covering the validity of the Obligations, the status of the refunded obligations, if any, and the exemption of interest from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

The fee covering the legal services of this firm, as bond counsel, for the issuance of the Obligations, is as follows:

New Money Obligations

\$20,000 for the first million dollars of Obligations;
\$1.50 per \$1,000 of Obligations thereafter.

Refunding Obligations

\$22,000 for the first million dollars of Obligations;
\$1.50 per \$1,000 of Obligations thereafter.

Also, we would expect to be reimbursed for our actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of such Obligations, *i.e.*, travel, overnight delivery service, photocopies, outgoing facsimile transmissions, courier, Form 8038G preparation, and the Attorney General's filing fee. Our standard terms of engagement and a list of client costs advanced are enclosed.

The foregoing legal services as bond counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities laws and the various state securities laws, and this is to state that our engagement is not that broad. We will, however, provide assistance to the City in identifying what the City's responsibility is in meeting its continuing disclosure responsibilities.

Your financial advisor will be responsible for the preparation of an Official Statement or any other disclosure document with respect to the Obligations. While we are not responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, our responsibility will include the preparation or review of any description within the Official Statement of: (i) federal law pertinent to the validity of the Obligations and the tax treatment of interest paid on the Obligations, (ii) the terms of the Obligations, and (iii) our opinion.

Our fees and expenses in connection with the issuance of the Obligations will be payable at the time of the delivery of and payment for the Obligations, but our fees for these services are wholly contingent upon actual issuance of the Obligations. Should the Obligations not be issued, the City would be responsible only for payment of the costs of any newspaper publications or translation services incurred.

The fees discussed herein do not apply in litigation work in reference to the Obligations or matters separate from that actual issuance of debt. The scope of any litigation representation or other work assigned by the City and the rates fees in respect to these services shall be agreed upon between the City and the undersigned prior to the initiation of services and will be billed monthly.

The arrangement set out in this letter may be terminated by either the firm or the City at any time on 30 days written notice to the other party.

If the arrangement proposed herein is satisfactory, please indicate acceptance hereof by signing the acceptance clause below and return one copy of this letter to the undersigned.

Respectfully submitted,

BICKERSTAFF HEATH DELGADO ACOSTA LLP



Gregory D. Miller

ACCEPTED this the _____ day of November, 2021:

CITY OF MANOR, TEXAS

By: _____

Name: _____

Title: _____

STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees For Legal Services

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified.

3. Other Charges

All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. We have enclosed a description of the most common expenses.

4. Billing Procedures and Terms of Payment

Our fee is contingent upon the closing and delivery of the obligations.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do, we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we are not obligated to do so, and we hereby expressly disclaim any responsibility or liability for failure to do so. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Travis County, Texas, United States of America.

8. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

Client Costs Advanced
Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged: Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services: Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage: Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints: Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges: Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel: Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps: Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses: Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the first amendment to the Development Agreement for the Palomino Development.

BACKGROUND/SUMMARY:

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

- Draft First Amendment to DA

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first amendment to the Development Agreement for the Palomino Development.

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

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR THE PALOMINO DEVELOPMENT**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE PALOMINO DEVELOPMENT (the “First Amendment”) is dated effective this ____ day of _____, 2021 and is entered into between THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (the “City”); CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership (“Continental”); EDWARD WOLF, individually; EDWARD WOLF, as Independent Executor of the Estate of Geraldine Wolf, Deceased; and ED WOLF, Trustee of all of the Trusts under the Last Will and Testament of Mitchell Wolf, Deceased, dated October 5, 2000 (collectively, “Wolf”, and Wolf, collectively with Continental and each individually, the “Developer”). The City and the Developer are sometimes referred to herein as the “Parties.”

RECITALS:

A. The City, Continental and Wolf entered into that certain Development Agreement for the Palomino Development dated _____, (the “Development Agreement”).

B. The Parties desire to amend the Development Agreement to, among other things, update exhibits to reflect the correct acreage for the Continental Residential Property and the Wolf Commercial Property; provide updated residential development standards for the Property; and update provisions to reflect recent legislative requirements.

AGREEMENT:

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

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.
2. Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Development Agreement unless expressly provided otherwise herein.
3. Purpose; Consideration. Subsection 1.(a) is hereby deleted in its entirety and replaced with the following:

“(a) Wolf owns that certain 50.431 acre tract of land located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). Wolf owns and Continental has contracted to purchase from Wolf that certain 42.933 acre tract out of the Property located in Travis County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the “Continental Residential Property”). Wolf owns and shall retain ownership of the two tracts of land located in Travis County, Texas out of the Property, being: (i) a 4.406 acre tract of land more particularly described in **Exhibit C-1** attached hereto and incorporated herein for all purposes, and (ii) a 3.001 acre tract of land more particularly described in **Exhibit C-2**

attached hereto and incorporated herein for all purposes (collectively, the “Wolf Commercial Property”).”

4. Development Standards. Subsection 3.(a) is hereby deleted in its entirety and replaced with the following:

“(a) **Residential Development Requirements and Variance.** The exterior wall standards set forth in this section shall apply to the residential structures located on the Property. At least seventy percent (70%) minimum of the exterior façade of the front elevations, and sixty percent (60%) minimum combined on all elevations, of each residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material (but excluding cementitious planking) approved by the Development Services Director (“Residential Masonry”), exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work. For every additional ten percent (10%) of total exterior façade area of a residential structure that is constructed of Residential Masonry, above the required minimum of 60%, the size of such residential structure may be reduced by 100 square feet from the otherwise required residential structure size, up to a maximum reduction of 500 square feet.”

5. Exhibit B. Exhibit B to the Development Agreement is hereby deleted in its entirety and replaced with **Exhibit B** attached hereto.

6. Exhibit C-1. Exhibit C-1 to the Development Agreement is hereby deleted in its entirety and replaced with **Exhibit C-1** attached hereto.

7. Section 23. is hereby added to the Development Agreement and shall read as follows:

“Section 23. Compliance with SB 13, and SB 19.

(a) **No Discrimination Against Fossil-Fuel Companies.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (ii) does business with a company described by (i) above.

(b) **No Discrimination Against Firearm Entities and Firearm Trade Associations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (i) means, with respect to the firearm entity or firearm trade association, to (A) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (B) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (C) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (ii) does not include (A) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (B) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (i) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (ii) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (A) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (B) has two or more firearm entities as members, and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

8. Ratification of Agreement/Conflict. All terms and conditions of the Development Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Development Agreement and this First Amendment, the provisions of this First Amendment shall control.

9. No Waiver. No Party's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Development Agreement or at law with respect to any other Party's obligations under the Development Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against any other Party.

10. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

11. Entire Agreement; Binding Effect. This First Amendment sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof. The Parties hereto agree and understand that this First Amendment shall be binding on them and their successors and permitted assigns.

12. Counterparts. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date first written above.

[SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALOMINO DEVELOPMENT**

CITY:

CITY OF MANOR, TEXAS, a Texas home-rule
municipal corporation

By: _____,
_____, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

Approved as to form:

By: _____
Veronica Rivera, Assistant City Attorney

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____,
2021, by _____, Mayor of THE CITY OF MANOR, TEXAS, a Texas
home-rule municipal corporation, on behalf of said municipal corporation.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALOMINO DEVELOPMENT**

DEVELOPER - CONTINENTAL:

CONTINENTAL HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: CHTEX of Texas, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALOMINO DEVELOPMENT**

DEVELOPER – WOLF:

Edward Wolf

Edward Wolf, Independent Executor of the
Estate of Geraldine Wolf, Deceased

Ed Wolf, Trustee of all of the Trusts under
The Last Will and Testament of
Mitchell Wolf, Deceased,
dated October 5, 2000

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the _____ day of _____,
2021, by Edward Wolf, individually.

[S E A L]

Notary Public, State of Texas

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by by Edward Wolf, Independent Executor of the Estate of Geraldine Wolf, Deceased.

[S E A L]

 Notary Public, State of Texas

STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Ed Wolf, Trustee of all of the Trusts under the Last Will and Testament of Mitchell Wolf, Deceased, dated October 5, 2000.

[S E A L]

 Notary Public, State of Texas

Exhibit B

EXHIBIT B

MANOR WOLF TWO FAMILY
42.933 ACRES**ZONING METES & BOUNDS DESCRIPTION**

FIELD NOTES FOR A 42.933 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 42.933 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for **POINT OF REFERENCE** at a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+821.455-31.530 LT" found on 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, at the west end of the cutback to the south right-of-way line of Johnson Road (width varies, no deed of record found), at the most westerly northwest corner of the W. D. MORROW ADD., a subdivision recorded in Volume 75, Page 10 recorded in the Plat Records of Travis County, Texas, from which a found TXDOT Type I Concrete Monument bears S 27°11'34" W a distance of 365.57 feet; Thence, with the east right-of-way line of said F.M. 937 and over and across the right-of-way of said Johnson Road, N 27°31'37" E a distance of 58.22 feet to a TXDOT Type II Brass Disk set in concrete stamped "STA 41+803.978-31.459 LT" found at the southwest corner of the above described Wolf 50.36 acre tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing 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°08'59" E a distance of 364.60 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 341.17 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 27°08'59" E a distance of 403.42 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 72°51'01" W a distance of 102.46 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 57.94 feet, having a radius of 332.00 feet, a central angle of $10^{\circ}00'00''$ and a chord which bears $N 67^{\circ}51'01'' W$ a distance of 57.87 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, $N 62^{\circ}51'01'' W$ a distance of 132.01 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 78.29 feet, having a radius of 50.00 feet, a central angle of $89^{\circ}42'39''$ and a chord which bears $S 72^{\circ}17'40'' W$ a distance of 70.53 feet to a calculated point on the east right-of-way line of said F.M. 973 for an exterior corner of the herein described tract;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, $N 27^{\circ}26'20'' E$ a distance of 164.00 feet to a calculated point of curvature of a curve to the left;

THENCE, over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 78.79 feet, having a radius of 50.00 feet, a central angle of $90^{\circ}17'21''$ and a chord which bears $S 17^{\circ}42'20'' E$ a distance of 70.89 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, $S 62^{\circ}51'01'' E$ a distance of 131.18 feet to a calculated point for a point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 46.77 feet, having a radius of 268.00 feet, a central angle of $10^{\circ}00'00''$ and a chord which bears $S 67^{\circ}51'01'' E$ a distance of 46.72 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, $S 72^{\circ}51'01'' E$ a distance of 98.51 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, $N 27^{\circ}08'59'' E$ a distance of 578.26 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, $N 62^{\circ}51'01'' W$ a distance of 297.09 feet to a calculated point for a point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 39.14 feet, having a radius of 25.00 feet, a central angle of $89^{\circ}42'39''$ and a chord which bears $S 72^{\circ}17'40'' W$ a distance of 35.27 feet to a calculated point of tangency on the east right-of-way line of said F.M. 973 for an exterior corner of the herein described tract;

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 932.12 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the east right-of-way line of said F.M. 973 and the south right-of-way line of Arnham Lane (width varies, no deed of record found), at the northwest corner of said Wolf 50.36 acre tract, for the northwest corner of the herein described 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 Arnham 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 south right-of-way line of said Arnham Lane and the north line of said Wolf 50.36 acre tract, S 62°30'12" E a distance of 623.61 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the west line of 11811 ARNHAMN SUBDIVISION, a subdivision recorded in Document Number 201900107 of the Official Public Records of Travis County, Texas, at the most northerly northeast corner of said Wolf 50.36 acre tract, for the most northerly northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Premier Surveying" found at the northwest corner of said 11811 ARNHAMN SUBDIVISION, bears N 27°23'53" E a distance of 3.76 feet;

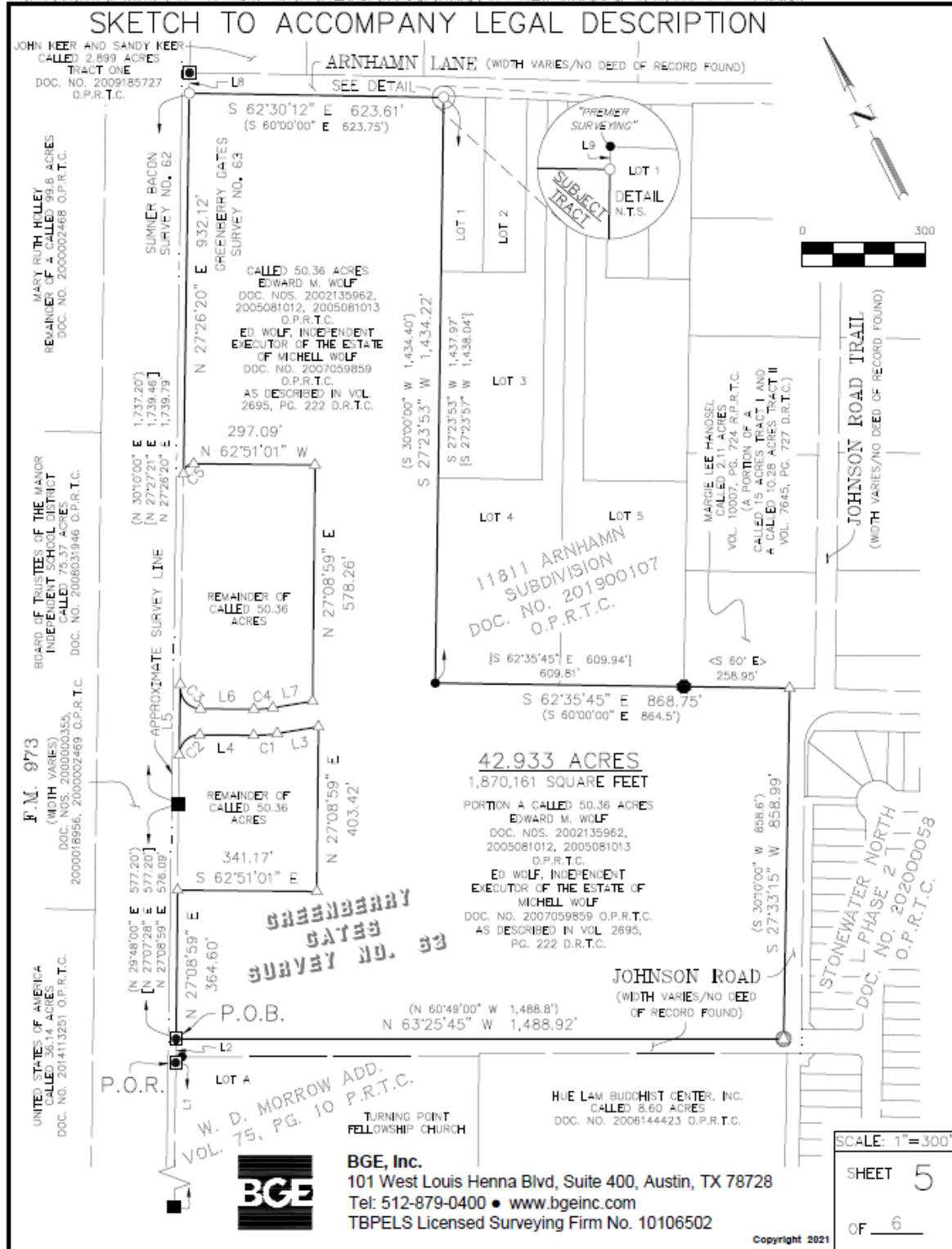
THENCE, with an east line of said Wolf 50.36 acre tract and the west line of said 11811 ARNHAMN SUBDIVISION, S 27°23'53" W a distance of 1,434.22 feet to a 5/8-inch iron rod with cap stamped "Spot On Surveying" found at the southwest corner of said 11811 ARNHAMN SUBDIVISION, at an interior corner of said Wolf 50.36 acre tract, for an interior corner of the herein described tract;

THENCE, with a north line of said Wolf 50.36 acre tract, and partly with the south line of said 11811 ARNHAMN SUBDIVISION and partly with the south line of a called 2.11 acre tract of land as conveyed to Margie Lee Handsel by Warranty Deed recorded in Volume 10007, Page 724 of the Real Property Records of Travis County, Texas, S 62°35'45" E, pass a leaning Axle found at the common south corner of said 11811 ARNHAMN SUBDIVISION and said Handsel 2.11 acre tract, at a distance of 609.81 feet, and continuing on for a total distance of 868.75 feet to calculated point on the west right-of-way line of said Johnson Road, at the most easterly northeast corner of said Wolf 50.36 acre tract, for the most easterly northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said Johnson Road and the east line of said Wolf 50.36 acre tract, S 27°33'15" W a distance of 858.99 feet to a MAG Nail with washer stamped "BGE Inc" set in asphalt at the intersection of the west right-of-way line of said Johnson Road with the north right-of-way line of said Johnson Road, at the southeast corner of said Wolf 50.36 acre tract, for the southeast corner of the herein described tract;

DRAFT

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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 27°11'34" W	365.57'
	[S 27°07'28" W]	[365.34']
	((S 30°00' W))	((364.70'))
L2	N 27°31'37" E	58.22'
	[N 27°07'28" E]	[57.34']
L3	N 72°51'01" W	102.46'
L4	N 62°51'01" W	132.01'
L5	N 27°26'20" E	164.00'
L6	S 62°51'01" E	131.18'
L7	S 72°51'01" E	98.51'
L8	N 27°26'20" E	50.00'
L9	N 27°23'53" E	3.76'

LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
NO.	NUMBER
NOS.	NUMBERS
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.R.T.C.	PLAT RECORDS OF TRAVIS COUNTY
R.P.R.T.C.	REAL PROPERTY RECORDS OF TRAVIS COUNTY
VOL.	VOLUME
()	RECORD INFORMATION FOR DOC. NOS. 2002135962, 2005081012, 2005081013 O.P.R.T.C.
[]	RECORD INFORMATION FOR A TXDOT R.O.W. MAP OF F.M. 973 CSJ NO. 1200-02-020
{ }	RECORD INFORMATION FOR DOC. NO. 201900107 P.R.T.C.
< >	RECORD INFORMATION FOR VOL. 7645, PG. 727 D.R.T.C.
(())	RECORD INFORMATION FOR VOL. 75, PG. 10 P.R.T.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●	FOUND AXLE
■	FOUND TXDOT TYPE I CONC. MONUMENT
■	FOUND TXDOT TYPE II BRASS MONUMENT
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
⊗	SET MAG NAIL W/ "BGE INC" WASHER

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	57.94'	332.00'	10°00'00"	N 67°51'01" W	57.87'
C2	78.29'	50.00'	89°42'39"	S 72°17'40" W	70.53'
C3	78.79'	50.00'	90°17'21"	S 17°42'20" E	70.89'
C4	46.77'	268.00'	10°00'00"	S 67°51'01" E	46.72'
C5	39.14'	25.00'	89°42'39"	S 72°17'40" W	35.27'

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 W. LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

Copyright 2021

SCALE: 1"=300'

SHEET 6

OF 6

Exhibit C-1EXHIBIT C-1MANOR WOLF COMMERCIAL NORTH
4.406 ACRES**ZONING METES & BOUNDS DESCRIPTION**

FIELD NOTES FOR A 4.406 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 4.406 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 Arnham 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 Arnham 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 a 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 578.26 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 72°51'01" W a distance of 98.51 feet to a calculated point of curvature of a curve to the right;

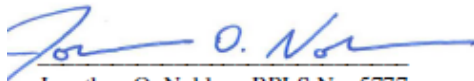
THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 46.77 feet, having a radius of 268.00 feet, a central angle of 10°00'00" and a chord which bears N 67°51'01" W a distance of 46.72 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W a distance of 131.18 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 78.79 feet, having a radius of 50.00 feet, a central angle of 90°17'21" and a chord which bears N 17°42'20" W a distance of 70.89 feet to a calculated point of tangency on the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, from which a found TXDOT Type I Concrete Monument bears S 27°26'20" W a distance of 283.35 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 524.31 feet to the **POINT OF BEGINNING** and containing 4.406 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on September 10, 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502

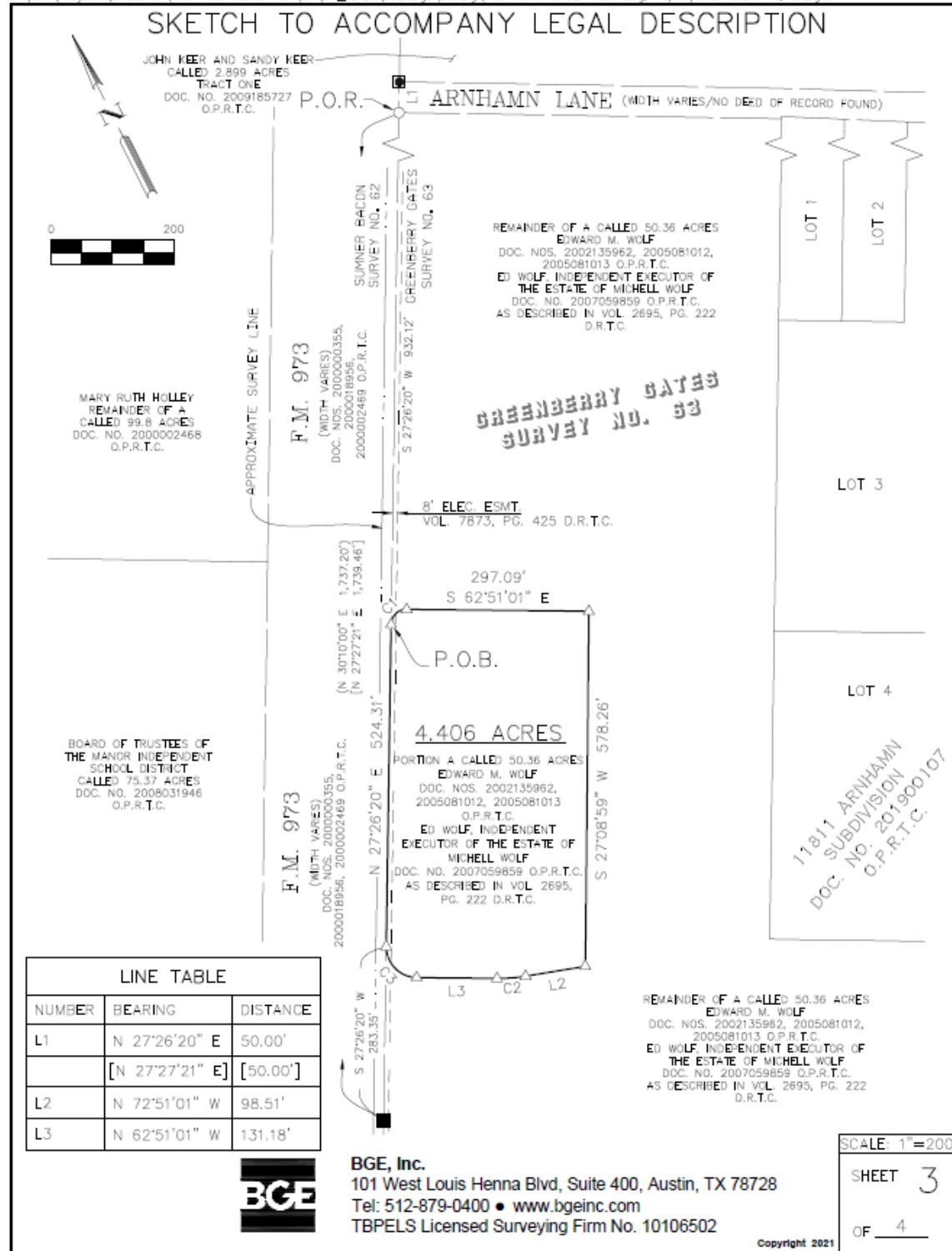


08/30/2021

Date

Client: DR Horton
Date: August 30, 2021
Job No: 7804-00

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LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
NO.	NUMBER
NOS.	NUMBERS
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.R.T.C.	PLAT RECORDS OF TRAVIS COUNTY
VOL.	VOLUME
()	RECORD INFORMATION FOR DOC. NOS. 2002135962, 2005081012, 2005081013 O.P.R.T.C
[]	RECORD INFORMATION FOR A TXDOT R.O.W. MAP OF F.M. 973 CSJ NO. 1200-02-020
■	FOUND TXDOT TYPE I CONC. MONUMENT
□	FOUND TXDOT TYPE II BRASS MONUMENT
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.14'	25.00'	89°42'39"	N 72°17'40" E	35.27'
C2	46.77'	268.00'	10°00'00"	N 67°51'01" W	46.72'
C3	78.79'	50.00'	90°17'21"	N 17°42'20" W	70.89'

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



Jonathan O. Nobles
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SCALE 1"=200'

SHEET 4

OF 4



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Michael Tuley, Director
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.

BACKGROUND/SUMMARY:

Exterior Renovation

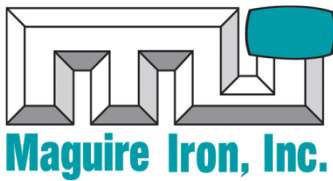
- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of procryl rust inhibitive primer to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (3.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of aluminum alkyd to the complete exterior (100%) shall be applied to the manufacturer's recommendations (1.0 -1.5 mils DFT). Owner
- This qualifies for H.O.T. Funds funding.

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.

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



WATER TOWER EXPERTS

info@maguireiron.com
1610 N. Minnesota Ave.
Sioux Falls, SD 57104
(605) 334-9749

Item 8.

CONTRACT FOR SERVICES

This contract made and entered into this 02 day of November, 2021, by and between Manor, TX-City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Historic Riveted Cone - 50MG

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of procryl rust inhibitive primer to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (3.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of aluminum alkyd to the complete exterior (100%) shall be applied to the manufacturer's recommendations (1.0 -1.5 mils DFT).

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 51,600.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

BACKGROUND/SUMMARY:

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

- Ordinance No. 631
- Exhibit – Rules of Procedure

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Ordinance No. 631 amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

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

ORDINANCE NO. 631

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, FOR THE PURPOSE OF AMENDING RULES OF PROCEDURE TO GOVERN THE CONDUCT OF CITY COUNCIL MEETINGS; AMENDING PROVISIONS GOVERNING THE TERMS OF COMMITTEES; ADDRESSING THE TIRZ BOARD BYLAWS; REDUCING THE NUMBER OF COUNCILMEMBERS THAT SERVE ON CERTAIN COMMITTEES FROM THREE TO TWO; AMENDING SECTION 1.04.002 OF THE MANOR CODE OF ORDINANCES TO REFER TO THE NEW RULES OF PROCEDURE; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Manor, Texas (the “City”) is authorized by the City Charter and state law to determine its own rules; and

Whereas, the City Council wishes to amend the rules of procedure of the City of Manor to provide for the orderly conduct of City Council meetings;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Adoption of Rules of Council. The City Council hereby adopts the amended City of Manor Rules of Procedure as set forth in Exhibit A. The last sentence of Section 1.04.002 of the City of Manor Code of Ordinances is hereby amended to read as follows: “The city council hereby adopts the City of Manor Rules of Procedure set forth in Exhibit A to Ordinance No. 631 on file in the office of the city secretary.”

Section 3. Conflicting Ordinances. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings. All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting City Council Rules of Procedure which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov’t. Code.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 17th day of November 2021.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

**Exhibit “A”
Rules of Procedure**



CITY COUNCIL RULES OF PROCEDURE

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

**Amended by Ordinance No. 597
Effective December 16, 2020**

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

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Section 1 – GENERAL

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

Section 2 – AUTHORITY

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

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

Section 3 – MEETINGS

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

3.01. Regular Meetings.

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

3.02. Special Meetings.

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

3.03. Workshop Sessions.

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

3.04. Executive Sessions.

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

3.05. Public Hearings.

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

3.06. Town Hall Meetings.

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

3.07. Public Notice.

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

3.08. Quorum and Attendance.

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

3.09. City Manager Participation.

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

3.10. City Attorney Participation.

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

3.11. City Secretary Participation.

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

3.12. City Department Directors Participation.

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

3.13. Agenda.

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

3.14. Minutes.

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

3.15. Attendance by the Public.

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

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

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

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

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

Section 4 - STANDARDS OF CONDUCT**4.01. Council Members.**

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

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

4.02. Council Relations with the Media.

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

4.03. City Staff.

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

4.04. Members of the Public

- a. Members of the Public are invited to attend all open meetings of the City Council and will be admitted to the Council Chambers or other room(s) in which the City Council is meeting, but not to exceed the fire safety capacity of the room(s).
- b. All persons shall remove hats and all individuals shall refrain from private conversations in the chambers while the City Council is in session.
- c. Members of the Public attending Council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks or who become boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the presiding officer requests the sergeant-at-arms to remove such offenders from the room.
- d. Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Council Members are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- e. No placards, banners, or signs of any kind will be permitted in the Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.
- f. Members of the Public attending Council meetings are not allowed to bring food or drink into the Council Chamber or into any other room in which the City Council is meeting.

4.05. Enforcement.

The sergeant-at-arms attending the City Council meetings, shall ensure that a safe environment exists for the City Council to conduct its meetings and shall furnish whatever assistance is needed to enforce the rules of the City Council.

Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS

5.01. Seating Arrangement.

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

5.02. Right of the Floor.

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

5.03. Conflict of Interest.

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

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

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

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

5.04. Voting.

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

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

5.05. Excusal from Attendance.

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

5.06. Excusal During Meetings.

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

Section 6 - CHAIR AND DUTIES

6.01. Chair.

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

6.02. Call to Order.

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

6.03. Preservation of Order.

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

Section 7 - ORDER OF BUSINESS

7.01. Regular and Special Meetings.

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

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

7.02. Workshops, Executive Sessions and Town Hall Meetings

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

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

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

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

7.03. Public Hearings.

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

7.04. Addressing the City Council.

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

a. Public Comments.

- (1) Prior to the meeting being called to order, the person wishing to speak shall complete a speaker card and present it to the City Secretary. The presiding officer shall call upon those who have submitted cards. When called upon to speak by the presiding officer, the person shall come to the podium, state his/her name for the record, and, if speaking for an organization or group, identify the group represented. *No formal action can be taken by the City Council during the public comments.*
- (2) For items on the agenda, the speaker will have three (3) minutes to complete his/her comments unless otherwise permitted by the presiding officer. The City Secretary shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete his sentence and take his/her seat.
- (3) All remarks shall be addressed to entire City Council and not directed to individual Council Members or members of the city staff.
- (4) Questions or requests for information shall be directed to the presiding officer who shall then determine whether, and in what manner, a response will be provided.
- (5) During comments regarding agenda items, Council members may request the floor to respond to any citizen comment with information or to ask follow up questions as appropriate. Councilmembers may only direct comments and questions to the speaker and may not take the opportunity to discuss matters among themselves.

b. Written Correspondence and Telephone Calls.

- (1) Member of the Public may direct written comments to the entire City Council or individual Council Members by addressing their letters to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at www.cityofmanor.gov.
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages within three (3) working days. Telephone calls should be returned within twenty-four (24) hours, excluding Saturdays, Sundays and official state holidays.
- (3) If a matter cannot be resolved within a few days, an interim reply should be expected from City Hall explaining the delay and providing a date when a final reply should be expected.

c. Media Inquiries.

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

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

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

Section 8 – RULES OF ORDER

8.01. General.

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

8.02. Authority of the Chair.

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

- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

8.03. Obtaining the Floor.

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

8.04. Council Deliberations and Order of Speakers.

- a. The presiding officer shall control the debate and the order of speakers.
- b. Speakers shall generally be called upon in the order of their request to speak.
- c. With the concurrence of the presiding officer, a Council Member holding the floor may address a question to another Council Member, the City Manager, or the City Attorney (if present). The Council Member or City Manager may respond while the floor is still held by the Council Member asking the question.
- d. With the concurrence of the presiding officer, a Council Member holding the floor may address questions to an individual making a presentation to the City Council, e.g., city staff member, consultants, and citizens making public comments.
- e. Comments and questions shall be conducted in rounds to ensure that Council Members have the opportunity to make their comments and then respond to the comments they have heard from their fellow Council Members.
- f. The presiding officer shall only terminate deliberations and debate after all Council Members have been provided a reasonable time and opportunity to participate and prepare them to render a reasonable and responsible vote on the question.
- g. During presentations by the staff or special guests on agenda items, Council Members may obtain the floor from the presiding officer to ask questions of the presenters regarding details of their presentations.
- h. Following a motion and second of an agenda item, Council Members may enter into additional discussions about the item as described below in subsection 8.08(d).

8.05. Length of Comments.

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

8.06. Limit Deliberations to Item at Hand.

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

8.07. Motions.

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

8.08. Procedures for Motions.

The following is the general procedure for making motions:

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

8.09. Amendments to Motions.

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

8.10. Motion to Continue.

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

8.11. Motion to Remove.

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

8.12. Motion to Table.

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

8.13. Motion to Refer.

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

8.14. Withdrawal of Motion.

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

8.15. Motion for Reconsideration.

- a. A motion to reconsider any action of the City Council may be made, seconded, and voted on not later than the next succeeding regular meeting of the City Council. If reconsideration of the Council action has not been posted on the Council agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next regular meeting after the posting requirements of the Texas Open Meetings Act are met.
- b. A motion to reconsider an action of the City Council may only be made by a member who voted with the prevailing side. Any member can second it. No question shall be twice reconsidered except by unanimous vote of the City Council. Actions relating to any contract may be reconsidered at any time before the final execution thereof.

Section 9 – CITY COUNCIL COMMITTEES**9.01. Committees Established.**

The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees.

9.02. Standing Committees.

- a. The following standing committee(s) of the City Council are established:
 - (1) Budget Committee [Established: Ordinance No. 607]
 - i. The Budget Committee shall consist of not less than ~~three-two~~ (23) Council Members and serve a ~~one~~one-year term, appointed by the City Council.

- ii. The purpose of the Manor Budget Committee is to provide a venue for added dialogue in the budgetary planning processes and financial allocations of the City. The Committee will participate in the development of the annual budget and shall review and clarify anticipated expenditures and revenues. The Committee shall meet according to the schedule determined by the Committee and shall report its recommendations back to the City Council. The City Council may give additional direction and duties to the Committee from time to time.
- iii. Summary minutes will be taken by the chair or designated Finance Department staff and kept by the City Secretary.

(2) Public Improvement District (PID) Committee

- i. The PID Committee shall consist of not less than ~~three-two~~ (23) Council Members and serve a ~~oneone~~-year term, appointed by the City Council.
- ii. [Purpose of the PID Committee]
- iii. Summary minutes will be taken and kept by the City Secretary.

(3) Park Committee

- i. The Park Committee shall consist of not less than ~~three-two~~ (23) Council Members and serve a ~~oneone~~-year term, appointed by the City Council.
- ii. [Purpose of the Park Committee]
- iii. Summary minutes will be taken by the chair or designated Public Works Department staff and kept by the City Secretary.

(4) Public Tree Advisory Board [Established: Ordinance No. 559]

- i. The Public Tree Advisory Board shall consist of not less than ~~three-two~~ (23) Council Members and serve a ~~oneone~~-year term, appointed by the City Council.
- ii. Creation. There is hereby designated a committee to be known as the Public Tree Advisory Board. This committee is to function as an advisory board to City staff or City council, as the case may be, in regard to regulations pertaining to public trees.
- iii. Summary minutes will be taken by the chair or designated Public Works Department staff and kept by the City Secretary.

(5) Economic Development Committee

- i. The Economic Development Committee shall consist of not less than ~~three-two~~ (23) Council Members and serve a ~~oneone~~-year term, appointed by the City Council.
- ii. [Purpose of the Economic Development Committee]
- iii. Summary minutes will be taken by the chair and kept by the City Secretary.

(6) Emergency Management Committee [Established: Ordinance No. 574]

- i. The Emergency Management Committee shall consist of five members as follows: the Mayor, two (2) Council Members, City Manager and Chief of Police to serve a ~~one~~one-year term, appointed by the City Council.
- ii. The purpose of the Manor Emergency Management Committee is to coordinate and integrate activities and capabilities needed to mitigate against, prepare for, respond to, and recover from emergencies, declared disasters or hazards. The Committee shall meet according to the schedule determined by the Committee and shall report its recommendations back to the City Council. The City Council may give additional direction and duties to the Committee from time to time.
- iii. Summary minutes will be taken by the chair or designated Police Department staff and kept by the City Secretary.

(7) Public Safety Committee [Established: Ordinance No. 579]

- i. The Public Safety Committee shall consist of not less than three (3) Council Members and serve a one-year term, appointed by the City Council.
- ii. [Purpose of the Public Safety Committee]
- iii. Summary minutes will be taken by the chair or designated Police Department staff and kept by the City Secretary.

(8) Tax Increment Reinvestment Zone, Number One (TIRZ) [Established: Bylaws]

- i. The TIRZ shall consist of not less than ~~three~~seven (~~73~~) Council Members and serve a ~~one~~two-year term, appointed by the City Council.
- ~~i.~~ ii. The property and affairs of the Zone shall be managed and controlled by the City Council of the City of Manor (the "City Council") based on the recommendations of the Board of Directors, subject to the restrictions imposed by law, the ordinance creating the Zone, the resolution creating the policies and conditions for TIRZ participation, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council
- ~~ii.~~ [Purpose of the TIRZ]
- iii. Summary minutes will be taken and kept by the City Secretary.

(9) Capital Improvement Committee

- i. The Capital Improvement Committee shall consist of not less than ~~three~~two (~~23~~) Council Members and serve a ~~one~~one-year term, appointed by the City Council.
- ii. [Purpose of the Capital Improvement Committee]

- iii. Summary minutes will be taken by the chair and kept by the City Secretary.

Item 9.

(10) Education Committee

- i. The Education Committee shall consist of not less than ~~three-two~~ (23) Council Members and serve a ~~oneone~~-year term, appointed by the City Council.
- ii. [Purpose of the Education Committee]
- iii. Summary minutes will be taken by the chair and kept by the City Secretary.

(11) Health Care Committee

- i. The Health Care Committee shall consist of not less than ~~three-two~~ (23) Council Members and serve a ~~oneone~~-year term, appointed by the City Council.
- ii. [Purpose of the Health Care Committee]
- iii. Summary minutes will be taken by the chair and kept by the City Secretary.

- b. Each standing committee shall review matters in its area of responsibility that are referred to it by the City Council, the City Manager, or an individual City Council Member. A standing committee may recommend action to the City Council, but committee recommendation is not necessary for a matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a briefing or voting meeting of the City Council.
- c. City Council shall determine the number of members and appoint a chair to the standing committee.

9.03. Ad Hoc Committees.

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

9.04. Committee Meetings.

- a. Standing and Ad Hoc Committees shall meet as necessary.
- b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members. The committee chair will coordinate with the City Secretary to ensure that the committee meeting agenda is posted as appropriate.

9.05. Agenda and Information.

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

Section 10 – RULES SUSPENSION, AMENDMENT, AND ANNUAL REVIEW

10.01. Suspension of Rules.

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

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

10.02. Amendment of Rules.

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

10.03. Annual Review of Rules.

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

Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS

11.01. Mail and E-mail.

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

11.02. Clerical Support.

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

11.03. Master Calendar.

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

11.04. Requests for Research or Information.

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

11.05. Notification of Significant Activities or Events.

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

ANNEX A

Fundamental Principles of Parliamentary Law

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

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

ANNEX B

The Chief Purposes of Motions

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

ANNEX C

Parliamentary Strategy

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

ANNEX D

Basic Information on Motions

ANNEX E

Parliamentary Terms

ANNEX F

Conflict of Interest

AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

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

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

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

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

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

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

SIGNED this the ____ day of _____, 20 ____.

Signature of public official

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

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

Notary Public
State of Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of Mayor Pro Tem to serve a one-year term.

BACKGROUND/SUMMARY:

Per City Charter - **Section 4.02. - Mayor Pro-Tem.**

At its first regular meeting after all the members of the council elected at a general election have taken office, or after a vacancy in the office of mayor pro-tem, the council shall elect one of its members to be mayor pro-tem for a one year term, or to fill the unexpired term resulting from the vacancy. The mayor pro-tem shall be the council member who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro-tem shall perform the duties of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability or refusal of the mayor to act in respect to any matter or duty, the mayor pro-tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until the office is filled.

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint a Mayor Pro Tem to serve a one-year term.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Budget Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint two (2) Budget Committee Council Members; and Chairperson to serve a one-year term.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint two (2) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Park Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint two (2) Park Committee Council Members; and Chairperson to serve a one-year term.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Public Tree Advisory Board Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint two (2) Public Tree Advisory Board Council Members; and Chairperson to serve a one-year term.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Economic Development Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint two (2) Economic Development Committee Council Members; and Chairperson to serve a one-year term.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment the Mayor, City Manager, Chief of Police and two (2) Emergency Management Committee Council Members to serve a one -year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint the Mayor, City Manager, Chief of Police and two (2) Emergency Management Committee Council Members to serve a one -year term.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Public Safety Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appointment of two (2) Public Safety Committee Council Members; and Chairperson to serve a one-year term.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of the Tax Increment Reinvestment Zone, Number One, Board of Directors to serve a one-year term.

BACKGROUND/SUMMARY:

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

- Bylaws

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appointment of the Tax Increment Reinvestment Zone, Number One, Board of Directors to serve a one-year term.

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

**BYLAWS OF
REINVESTMENT ZONE NUMBER ONE
CITY OF MANOR, TEXAS
(TAX INCREMENT REINVESTMENT ZONE)**

**ARTICLE I.
PURPOSE AND POWERS**

Section 1.1. Development or Redevelopment in the Zone. In order to promote the development and redevelopment of a certain area within its jurisdiction, the City of Manor, Texas (the "City") has authorized the creation of Reinvestment Zone Number One, City of Manor, Texas (Tax Increment Reinvestment Zone) (the "Zone"), as authorized by the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), and pursuant to the Act has established a Board of Directors for the Zone ("Board of Directors" or "Board").

Section 1.2. Powers. The property and affairs of the Zone shall be managed and controlled by the City Council of the City of Manor (the "City Council") based on the recommendations of the Board of Directors, subject to the restrictions imposed by law, the ordinance creating the Zone, the resolution creating the policies and conditions for TIRZ participation, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

**ARTICLE II.
BOARD OF DIRECTORS**

Section 2.1. Powers, Number and Term of Office. As set forth in the ordinance creating the Zone, the Board of Directors shall consist of seven (7) directors appointed by the City Council to Places 1,2,3,4,5,6 and 7.

(a) The initial term of the Board of Directors shall be as follows:

Place 1	Mayor (term expires November 30, 2019)
Place 2	Council Place 1 (term expires November 30, 2019)
Place 3	Council Place 2 (term expires November 30, 2020)
Place 4	Council Place 3 (term expires November 30, 2019)
Place 5	Council Place 4 (term expires November 30, 2020)
Place 6	Council Place 5 (term expires November 30, 2019)
Place 7	Council Place 6 (term expires November 30, 2020)

- (b) Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two (2) years. The member appointed to Place 1 shall serve as the chair of the Board. The Board is authorized to elect a vice-chair, secretary, and other officers as determined by the Board. There shall be no limitation on the number of terms to which a Director may be reappointed.
- (c) In the event of a vacancy caused by the ineligibility, resignation, death or removal, for any reason, of a director, the City Council shall be responsible for filling the vacancy.

Section 2.2. Meetings of Directors. The directors may hold their meetings within a building accessible to the public in the City as the Board of Directors may from time to time determine.

Section 2.3. Regular Meetings. Regular Meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time, by the Board of Directors. Notice of all regular and emergency meetings of the Board and any committees thereof shall be conducted and posted in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq. There shall be at least one Regular Meeting held each year in the month of May. The initial meeting of the Board of Directors shall be set by the City Council.

Section 2.4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chair, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council.

- (a) The secretary shall give notice to each director of each Emergency Meeting in person, or by courier, facsimile, telephone, telegraph, or electronic mail, at least 24 hours before the meeting. Notice of all Emergency Meetings shall state the purpose which shall be the only business conducted.

Section 2.5. Quorum. A majority of the directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of the majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 2.6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

- (a) At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair.

- (b) The secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.
- (c) Within five (5) business days following each Regular and Emergency Meeting, a copy of the minutes of the meeting shall be submitted to the City Secretary of the City.

Section 2.7. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 2.8. Attendance. Board Members shall make every effort to attend all Regular and Emergency Meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board.

Section 2.9. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council, the City Manager and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE III. OFFICERS

Section 3.1. Titles and Term of Office. The officers of the Zone shall consist of a chair, a vice chair, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint; provided, however, that the City Council shall, on an annual basis, appoint the chair in accordance with the Act. One person may hold more than one office, except that the chair shall not hold the office of secretary. Terms of office for officers, other than the chair, shall not exceed two (2) years.

- (a) All officers, other than the chair, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.
- (b) A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

Section 3.2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and subject to the approval of the City Council, he/she

shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3.3. Vice Chair. The vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him/her by the Board of Directors and shall exercise the powers and duties as may be assigned to him/her by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in their performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 3.4. Secretary. The secretary may be a member of the Board of Directors or may be a member of the City Staff, as determined by the Board of Directors and shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable time be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors.

Section 3.5. Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder and in the event the secretary shall be a member of the City Staff, said individual shall not receive any compensation other than as provided by the City.

Section 3.6. Staff. Staff functions for the Board of Directors may be performed by the City Manager and/or designee.

ARTICLE IV. PROVISIONS REGARDING BYLAWS

Section 4.1. Effective Date. These Bylaws shall become effective upon the adoption of these Bylaws by the Board of Directors. The adoption of these Bylaws must be approved by the City Council, which approval shall, unless specified otherwise, affirm such effective date.

Section 4.2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the City Council by appropriate resolution finds and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

- (a) After providing notice to the Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 4.3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V. GENERAL PROVISIONS

Section 5.1. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5.2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

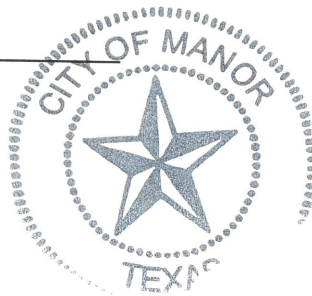
Section 5.3. Approval or Delegation of Power by the City Council. In the event that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by official action of the City Council.

Section 5.4. Official Office and Records Repository. Manor City Hall shall be the official office for the Zone and all records of the Zone shall be maintained by City Staff in said City Hall.

* * * *

The undersigned, being the duly elected and qualified Secretary of the Board of Directors for the Zone, hereby certifies that the foregoing initial Bylaws of the Zone were duly adopted by the Board of Directors of the Zone effective the 16th day of October, 2019.


Lluvia T. Almaraz, Secretary





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Capital Improvement Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appointment of two (2) Capital Improvement Committee Council Members; and Chairperson to serve a one-year term.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Education Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appointment of two (2) Education Committee Council Members; and Chairperson to serve a one-year term.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 17, 2021
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Health Care Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appointment of two (2) Health Care Committee Council Members; and Chairperson to serve a one-year term.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None