



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

City Council Regular Meeting

Wednesday, February 07, 2024 at 7:00 PM

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

AGENDA

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

A. Declaring the month of February, as “Black History Month”

PUBLIC COMMENTS

Non-Agenda Item Public Comments (white card): Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person.

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

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

REPORTS

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

A. 2024 Proposed City Events and Application Process
Submitted by: Yalondra M. Valderrama Santana, Heritage and Tourism Manager

CONSENT AGENDA

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

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the January 17, 2024, City Council Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 2. Consideration, discussion, and possible action on the Purchase Agreement with Manor Car Wash, LLC for a waterline easement and temporary construction easement for Parcel No. 3.**
Submitted by: Scott Moore, City Manager

REGULAR AGENDA

- 3. Consideration, discussion, and possible action on an amendment to Change Order No. 1 to the construction contract for the FY2022 Capital Metro Pavement Improvements project.**
Submitted by: Pauline M. Gray, P.E., City Engineer
- 4. Consideration, discussion, and possible action on a Statement of Work to perform a sanitary sewer evaluation study (SSES) to reduce inflow and infiltration (I&I) in the City's sanitary sewer system.**
Submitted by: Frank T. Phelan, P.E., City Engineer
- 5. Consideration, discussion, and possible action on purchasing a Vehicle-Mounted Utility Inspection System for filming inspections of the city's wastewater and stormwater lines.**
Submitted by: Matthew Woodard, Director
- 6. Consideration, discussion, and possible action on allocating funds for the City of Manor event – the Mayor's Ball.**
Submitted by: Scott Moore, City Manager
- 7. Consideration, discussion, and possible action on waiving Building and Development related fees for Travis County Emergency Services District (ESD) 12 Fire Station located at 12701 US Hwy 290.**
Submitted by: Scott Dunlop, Development Services Director
- 8. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**
Submitted by: Scott Dunlop, Development Services Director

9. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning Manor Commons Phase 3, one (1) lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.

Applicant: Greenview Development Corp

Owner: Timmerman Commercial Investments LP

Submitted by: Scott Dunlop, Development Services Director

10. Consideration, discussion, and possible action on entering into a service agreement with Atchley & Associates for performing an audit and accounting assistance services of the financial statements of the City of Manor.

Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

- Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;*
- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; and*
- Section 551.087, Texas Government Code to discuss the 104 East Townes Street development*

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, February 2, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, TRMC
City Secretary for the City of Manor, Texas

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail lalmaraz@manortx.gov



PROCLAMATION

WHEREAS, During Black History Month, we celebrate the many achievements and contributions that people of African descent have made to our country; and

WHEREAS, the observance of Black History Month calls our Nation's attention to the continued need to battle racism and to build a society that lives up to its democratic ideals; and

WHEREAS, we recognize this year's Black History Month theme of "African Americans and the Arts," and

WHEREAS, African American art is infused with African, Caribbean, and the Black American lived experiences; and

WHEREAS, In the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression the African American influence has been paramount; and

WHEREAS, today, we celebrate and affirm the importance of Black Resistance: Building Bridges and Navigating Barriers to our community, throughout our state and nation.

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

"Black History Month"

in the City of Manor and urge all citizens to observe this month with appropriate programs, activities and reflections and to continue our efforts to create a world that is more just, equitable and prosperous for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 7th day of February 2024.

Dr. Christopher Harvey, Mayor
City of Manor



MEMO

To: Mayor and City Council Members
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Date: February 7, 2024
RE: **2024 Proposed City Events and Application Process**

UPCOMING SPRING & SUMMER SPECIAL EVENTS

Easter Egg-Heli-Drop

Sat, March 30th from 11am to 3pm
Caysa, 15317 Us Hwy 290 E. Manor

Description: The Easter Egg-Heli-Drop is a fun, family-friendly, free event presented by the City of Manor. There will be a helicopter easter egg drop, games, crafts, food trucks, music, vendors, and photos with the Easter Bunny. Children of all ages are invited to participate in Manor's Easter Egg-Heli-Drop, featuring candy-filled eggs, for each age division.

4TH Annual ManorPalooza

Fri, May 3rd from 5pm to 10pm & Sat, May 4th from 11am to 11pm
Timmermann Park from 1:00pm to 8:00pm

Description: The 4th Annual ManorPalooza is a fun, family-friendly event celebrating the City of Manor and its people. There will be a firework show, games, arts and crafts, food trucks, vendors, music, carnival rides, photo booths, sausage-eating competitions, and more.

Juneteenth

Sat, June 15th from 1pm to 6pm
Manor Art Park, 111 S Lexington St. Manor

Description: The Manor Juneteenth event commemorates the end of slavery in the United States. Juneteenth marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people be freed.



MEMO

4th of July

Thurs, July 4th from 4pm to 10pm

Manor ISD Athletic Complex, 14832 FM 973 Manor

Description: The 4th of July Celebration is a fun, family-friendly event to celebrate the United States' Declaration of Independence. There will be a firework show, games, arts & crafts, food trucks, vendors, music, bouncy houses, photo booths, and more.

CITY SPECIAL EVENT VENDORS PROPOSAL

- Rules & Regulations
- Surrounded/Similar Cities Special Events Vendor Analysis

Cities	Vendor Types & Fees	Booth Space
Elgin	Depends on the event's type and size	
Bastrop	N/A	N/A
Pflugerville	Depends on the event's type and size	
Kyle	Food = \$250 Canopy/Non-Food = \$150	Food Truck: 10x20 Canopy Food Vendors = 10x10 Regular Vendors: 10x10
Georgetown	<i>Vendor Application Fee = \$25</i> Food = \$800-\$1,200; <i>depends on location requested & if city supply power</i> Non-Food = \$325/10x10; \$650/10x20	Non-Food Vendors = 10x10 or 10x20
Taylor	Festival = \$100 per 10x10 spaces Farmers Market = \$50 per 10x10 spaces Bazaar = \$50 per 10x10 spaces	All Vendors: 10x10 Charge by space. City charges the vendors for the space their footprint requires
Temple	Depends on the event's type and size Food Rages: \$150-\$250 Non-Food Rages: \$100-\$150	
Belton	Food Truck = \$125 Canopy/Regular = \$100	Food Trucks: 20x10 Regular Vendors: 10x10



MEMO

Harker Heights	Food Truck = \$100 Food = \$100 Arts & Crafts = \$25 Commercial/Business = \$100	
Killeen	Food Truck = \$50 Food = \$50 Crafts = \$25 Commercial/Business = \$100 Specialty = \$100	Food Trucks: 20x10 Canopy Food Vendors = 10x10 Regular Vendors: 10x10
Coppers Cove	Food Trucks = \$450 Canopy Food = \$300 Craft = \$300 Promotional Booth = \$75	Food Trucks: N/A Canopy Food Vendors = 10x10 Regular Vendors: 10x10

Average Fees:

Food Truck = \$150-\$250

Food Vendor = \$100-\$200

Non-Food Vendor = \$50-100"

- Special Events Vendor Propose Fees

Vendor Type	Description	Fees (per Booth Space/Day)
Food Vendors (Indoor & Outdoor)	Food-based vendor that provides hot and ready-to-eat foods, cottage foods, or temperature-controlled foods inside a facility or out of a mobile food vending area such as a food truck.	\$50 - \$100
Art & Craft Vendors	Arts and crafts vendor whose product is made by the owner or employees associated with the business. No resale items.	\$25-\$50
Commercial/Business Vendors	Commercial or home-based business that wishes to collect payment for memberships, advertise business services, and/or sell products. Examples: Include but are not limited to direct sales business, membership-based business (i.e. Sam's Club, fitness business, etc.), selling of resale items such as light-up toys, etc.	\$25-\$50
Specialty Vendor	Business that charges a fee for services offered at an event. This includes but is not limited to face painting, professional photography, spas, etc.	\$50-\$75



MEMO

Non-Profit/Community Groups	Local non-profit organization that offers a value-added activity/program to the event. Vendor may advertise information regarding the non-profit but <u>cannot exchange money.</u>	\$0
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City of Manor Special Event Vendor Application

Return all paperwork and applicable fees:

Yalondra M. Valderrama Santana • ysantana@manortx.gov • (512) 367-2340
105 E. Eggleston St., Manor, TX 78653

City of Manor's events provide the community with various opportunities to become engaged with family, friends, and neighbors.

The vendor must submit a completed application and appropriate licenses and must be approved by the event organizer before an applicant is eligible to participate and/or sell at any event. Applications can take up to 10 business days to be approved. An approval e-mail will be sent upon acceptance. After approval, the vendor has 5 business days to submit vendor fee payment.

Vendor Checklist

- ☐ Submit a photo of the vendor setup
- ☐ Submit complete the City of Manor Vendor Permit
- ☐ Food Vendors must submit all necessary licenses/liability insurance/permits/reports to operate
- ☐ Submit completed Event Vendor Application
- ☐ Upon receiving approval e-mail, vendors have 5 business days to submit payment for vendor fee



Special Event Vendor Application

Return all paperwork and applicable fees:

Yalondra Valderrama Santana • ysantana@manortx.gov • (512) 367-2340
105 E. Eggleston St., Manor TX, 78653

A completed application and appropriate licenses must be submitted and approved by staff before the applicant is eligible to participate and/or sell at any event. An approval e-mail will be sent upon acceptance.

A. Business / Organization Information

Name of Applicant: _____

Business / Organization Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Website: _____

E-mail: _____

Event Name: _____

B. Vending Information

Vendor Type: *Refer to Rules & Regulations for vendor definitions.

- | | |
|---|--|
| <input type="checkbox"/> Food Vendor (Indoor & Outdoor) | <input type="checkbox"/> Specialty Vendor |
| <input type="checkbox"/> Art & Craft Vendor | <input type="checkbox"/> Non-Profit/Community Groups |
| <input type="checkbox"/> Commercial/Business Vendor | |

Does your setup use a propane grill, charcoal grill, or gas/battery generator? Yes _____ No _____

Utilities needed? None ___ Electric ___ Water ___

(Please note that electricity and water supply is limited and may not be granted)

C. Product/Services List: *Describe services or products you will offer and what value you will add to the event.

D. Release of Liability/Hold Harmless:

I and my heirs, executors, administrators, and assignees, do hereby agree to defend, indemnify, release, and hold harmless the City of Manor, its employees, officers, volunteers, agents, and sponsors from any and all claims, damages of every type, causes of action, costs, attorney fees, and interest which now exists or hereafter, arising out of or related to acts or omissions of myself or the City of Manor or any of its employees, officers, volunteers, agents or sponsors during my participation. I attest and verify that I fully knowledge the risks involved in this event. I have read and fully understand the content and meaning of this statement and execute it voluntarily.

The vendor has read and agrees to the Rules and regulations created and enforced by the City of Manor. The vendor agrees to share the Rules and regulations with everyone at their booth.

Authorized by (Print): _____ Date: _____

Authorized by (Signature): _____

Approved By: _____ Date: _____ Photos Rec'd: _____

Method of Payment: _____ Receipt #: _____ Date Recv'd: _____ Staff Initials: _____

City of Manor's Special Event Rules & Regulations

GUIDELINES:

1. Vendors must submit the Special Event Vendor Application and Vendor Permit Application.
2. All applications must be turned in and completed with all necessary documentation by the deadline. **NO**

EXCEPTIONS

3. It is understood that the vendor will comply with all applicable local, state, and federal laws, and failure to do so may result in immediate forfeiture of vendor status.
 - Food vendors/trucks must provide the following documents with their Vendor Permit:
 - a. Travis County Mobile Food Vendor Inspection Report (Manors must be listed as the jurisdiction)
 - b. Texas Sales & Use Tax Permit
 - c. Food Handler's Certificate
 - d. Valid Government Issue US Photo ID
 - e. Liability Insurance
4. Upon approval, the vendor acknowledges that they will be present for the event they have signed up for. Should the vendor have to be absent from an event, they must notify the event organizer via e-mail four (4) business days before the event for a vendor fee refund.
5. We do not offer exclusivity for any products or services nor guarantee you will not be placed near a competitor. We will attempt to limit duplications as much as possible.

LOCATION:

1. Set-up maps will be e-mailed 3 business days before the event. The map will verify the location of the event, set up time, tear down time, and parking.
2. The entire set-up must fit in the designated 10x10-foot space. Food trucks will need to fit inside their designated 20x20-foot space. If additional space is required, multiple vendor spots may be purchased.
3. Spots are assigned on a first-come-first-serve basis, pending application acceptance. Vendors are not allowed to sub-let or share their space without the permission of the event organizer.
4. Waste disposal for items such as oil and grease will be the responsibility of the food establishment and will not be disposed of on City property.
5. The vendor must ensure that no trash or any other items are left behind, and space should be returned in the condition in which the space was found.
6. Vendor's booth requests will be considered on a first-come-first-served basis.

SET UP LOGISTICS:

1. The vendor is responsible for all & any set-up needs: tables, chairs, shade devices, set up, tear down, staffing, materials, lighting if needed, keeping the area clean, disposing of trash, etc. Unless otherwise communicated by the Recreation Manager.
2. Average booth space is 10 ft. x 10 ft. and 20 ft. x 20ft. for food trucks.
3. No vehicles are permitted in the event area unless you are a food truck, or it is part of the vendor booth 30 minutes before the event starts. Vendors must **IMMEDIATELY** unload and then move the vehicle to a parking spot outside the event area.
4. Vendor tear-down begins shortly after the event ends. Vendors must stay during the duration of the event and are asked not to leave early. Vehicles will be allowed in the event area shortly after the event ends and once the crowd has cleared.
5. If you have a grill or sterno as part of your vendor setup, you must always have a Class 2A-10 BC-rated fire extinguisher on site and within reach of your booth during the event. The fire extinguisher must have a current inspection and be fully charged. If you use food fryers, a class K extinguisher will be required on-site and within your booth's reach.
6. If the vendor chooses to use a tent it must be clean and well working. We prefer vendors to have a 10 ft. x 10 ft. EzupTent or Zshade Tent. Most accidents at events involve pop-up tents. It is your job to minimize the risk. The tent must be weighed down. **NO EXCEPTIONS.** Tents must be ***weighed down by at least 25 lbs. per leg.*** If you show up and do not have weights, you may not use a tent. *(Gallon water jugs and single bricks are not safe. Professional grade tent weights, including PVC pipe filled with concrete or tent-weight sandbags, are safe ways to weigh down tents. Strong gusts come up without warning at any time before, during, or after the event. Tying tents to tables, coolers, or any other object that is not a weight provides*

tripping hazards and frequently does not provide adequate weight.) Vendor safety is just as important as event-goer safety.

NOT ACCEPTABLE WEIGHTS



ACCEPTABLE



WEATHER POLICY:

Texas weather is extremely unpredictable, and we ask that vendors plan accordingly. The City of Manor is not responsible for loss due to inclement weather. In case of inclement weather, vendors will be asked to leave for safety. Due to the unpredictability of Mother Nature, there will be **no refund** of vendor fees.

SECURITY:

Minimum event security is provided at our events. The City of Manor is not responsible for the safety of the vendors or their property, employees, visitors, or customers from theft, disappearance, pilferage, injury, or damage; the responsibility lies solely with the vendor.

PROFESSIONAL CODE OF CONDUCT:

In the spirit of professionalism, participants shall:

1. Conduct themselves in a manner that represents the City of Manor with honor, dignity, and respect.
2. Demonstrate the qualities of civility and professionalism at all times.
3. Do not use vulgar, abusive, racist, sexist, demeaning, or intimidating language at any time.
4. Support fellow vendors and staff in a positive manner.
5. Treat other vendors, staff, and customers with courtesy and respect at all times.

RESTRICTIONS:

No vendor permitted under this section will be allowed to do the following. Failure to comply will result in immediate forfeiture of permit(s):

1. Sell or distribute alcohol without the approval of the event organizer, necessary documentation, and permits.
2. Leave a vehicle or cart unattended.
3. Park at a designated spot overnight.
4. There is **NO DRIVING ON PARK GROUNDS** permitted during event time.
5. NO smoking, vaping, chewing, or any tobacco products of any kind is permitted by vendors and/ or their agents.
6. Have pets/live animals for sale or accompanied by vendors. Only service animals are allowed.
7. Sell or distribute items in glass containers.
8. Have fires except in barbecue grills and/or kettles.

VIOLATIONS:

1. Failure to provide proper notice of cancelation for the event will result in skipping the next signed-up event.
2. Arriving late for the event, the vendor will not be able to set up and will skip the next signed-up event.
3. Leaving the event early will result in skipping the next signed-up event.

Operating without the proper permit, in violation of the City of Manor and/or Travis County, or in violation of these guidelines may result in fines and/or additional penalties. The City of Manor may revoke a permit granted for any activity, which is found to be in violation of any ordinance, law, or conditions of approval. In the event that the applicant is not ready to vend at the designated time or if vital vending individuals is/are not present, or if the applicant arrives in such a condition as to appear to a reasonable person to be incapable of vending in a reasonably acceptable manner, then the applicant shall be deemed to have violated these terms.

VENDOR INFORMATION

1. All vendors must submit a photo of their vendor setup.
2. Applications can take up to 10 business days to be approved. Vendors have 5 business days to submit payment for vendor fees upon approval.

VENDOR FEES:

The City of Manor presents a number of annual special events that unite our community. Through these events, we strive to positively impact citizens of all ages, building traditions and a sense of community with families, friends, and neighbors.

Vendors play an important role in these special events, allowing us to provide our community with top-notch programming at little to no cost.

After the vendor receives the approval e-mail, you will have 5 business days to pay the vendor fee.

If the vendor decides to withdraw, it may receive a vendor fee refund. If withdrawal is made up to five (5) business days before the event. There is an administrative fee of \$10, that will be taken from the vendor fee. A check with the remainder of the balance will be mailed to the vendor with the refund. The vendor must communicate with the event organizer via e-mail to confirm the withdrawal request. If a withdrawal is made within five (5) business days before the event, there will be NO REFUND.

Acceptable forms of payment are:

- Cash
- Card (Visa & Master card ONLY plus \$3.00 service charge)
- Money Order or/and Business Check (Made payable to the City of Manor).

Payments can be sent by mail or made in person at:

Manor City Hall
105 E. Eggleston St.
Manor, TX 78653
Monday - Friday, 8 a.m. to 5 p.m.

Vendor Type	Description	Fees (per Booth Space/Day)
Food Vendors (Indoor & Outdoor)	Food-based vendor that provides hot and ready-to-eat foods, cottage foods, or temperature-controlled foods inside a facility or out of a mobile food vending area such as a food truck.	\$50 - \$100
Art & Craft Vendors	Arts and crafts vendor whose product is made by the owner or employees associated with the business. No resale items.	\$25-\$50
Commercial/Business Vendors	Commercial or home-based business that wishes to collect payment for memberships, advertise business services, and/or sell products. Examples: Include but are not limited to direct sales business, membership-based business (i.e. Sam's Club, fitness business, etc.), selling of resale items such as light-up toys, etc.	\$25-\$50
Specialty Vendor	Business that charges a fee for services offered at an event. This includes but is not limited to face painting, professional photography, spas, etc.	\$50-\$75
Non-Profit/Community Groups	Local non-profit organization that offers a value-added activity/program to the event. Vendor may advertise information regarding the non-profit but <u>cannot exchange money</u> .	\$0



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the January 17, 2024, City Council Regular Meeting.

BACKGROUND/SUMMARY:

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

- January 17 ,2024, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

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

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



**CITY COUNCIL
REGULAR SESSION MINUTES
JANUARY 17, 2024**

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

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Scott Dunlop, Development Services Director
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Director
Veronica Rivera, Assistant City Attorney
Chasem Creed, IT Technician

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:02 p.m. on Wednesday, January 17, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Dr. Adolphus Anderson with Park Springs Baptist Church gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PRESENTATIONS

A. 2024 Manor Community 5K presented by Derrick White, Founder & Executive Director, Evolution of Health, Corp.

Mr. White with Evolution of Health Corp. conducted the attached PowerPoint presentation.

The topics of discussion:

- 2023 Manor Community 5K Turnout
- Sponsors and Volunteer Group
- Vendors
- 2023 Expenses
- Changes for 2024
- Goals
- Requests
- Family Activities

There was no action taken.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the Manor's Cemetery, Bond Issuance, Council Committees, and the creation of the Parks and Recreation Department. He also opposed Agenda Items No. 8 and 9.

No one else appeared at this time.

REPORTS

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

- A. Budget Committee**
- B. Public Improvement District Committee**
- C. Park Committee**
- D. Public Tree Advisory Board**
- E. Economic Development Committee**

- F. Capital Improvement Committee**
- G. Community Collaborative Committee**
- H. HealthCare Committee**
- I. Emergency Management Committee**
- J. Public Safety Committee**

There was no discussion or action taken.

PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance rezoning the Dominion development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25.**
Applicant: Dominion; Owner: Kenneth Tumlinson

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

Mayor Harvey opened the Public Hearing.

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

Neal Route with Dominion submitted a speaker card; however, he did not wish to speak but was available to answer any questions posed by the City Council.

David D'Amelio with Dominion discussed the attached PowerPoint presentation.

The topics of discussion:

- Development Overview
- Manor Housing
- Milestones
- Location
- Unit Types & Restrictions
- Concept Site Plan
- Zoning
- Comparable Community Rendering
- Completed Community – Crossroad Commons, Austin, TX
- Development Amenities
- Amenities Overview

- In-Unit Amenities
- Community Amenities
- Resident Services
- Residents & Rent Savings
- Housing as Economic Development
- Annual Benefit
- 15-Year Benefit
- Community Outreach
- Feedback
- Traffic Concerns
- Drainage Concerns
- Additional Concerns

Development Services Director Dunlop discussed the Planning and Zoning Commission's recommendation for postponement. He advised the Council to close the public hearing or leave it open until the meeting on February 21st.

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

There was no further discussion.

Motion to close carried 7-0

2. **Conduct a public hearing on an ordinance rezoning Manor Commons Phase 3, one (1) lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.**

Applicant: Greenview Development Corp; Owner: Timmerman Commercial Investments LP

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

Mayor Harvey opened the Public Hearing.

Development Services Director Dunlop discussed the proposed rezoning request.

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

There was no further discussion.

Motion to close carried 7-0

CONSENT AGENDA

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

- January 3, 2024, City Council Workshop Session;
- January 3, 2024, City Council Regular Meeting; and
- January 6, 2024, City Council and P&Z Commission Joint Workshop Session

4. Consideration, discussion, and possible action on accepting the December 2023 Departmental Reports.

- Finance – Scott Moore, City Manager
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

5. Consideration, discussion, and possible action on accepting the December 2023 City Council Monthly Reports.

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

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

6. **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning the Dominion development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25. *Applicant: Dominion; Owner: Kenneth Tumlinson*

The city staff recommended that the City Council postpone the first reading of an ordinance rezoning the Dominion development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25 to the February 21st council meeting.

Assistant City Attorney Rivera clarified the state statute for zoning cases and why the item needed to be postponed.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to postpone the item to the February 21st regular council meeting.

There was no further discussion.

Motion to postpone carried 5-2
(Mayor Pro Tem Emily Hill and Council Member Weir voted against)

7. **First Reading: Consideration, discussion, and possible action on an ordinance rezoning Manor Commons Phase 3, one (1) lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.**

Applicant: Greenview Development Corp; Owner: Timmerman Commercial Investments LP

The city staff recommended that the City Council approve the first reading of an ordinance rezoning Manor Commons Phase 3, one (1) lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Light Commercial (C-1); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve the first reading of an ordinance rezoning Manor Commons Phase 3, one (1) lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.

There was no further discussion.

Motion to approve carried 7-0

8. **Consideration, discussion, and possible action to amend a Professional Services Agreement between the City of Manor and Grant Development Services.**

The city staff recommended that the City Council approve and authorize the City Manager to execute the amended Professional Services Agreement with Grant Development Services in an amount not to exceed \$2,500.

J. Gandolf Burros with Grant Development Services Inc. discussed the proposed service agreement to identify possible competitive recreation projects grounded in community engagement, equity, and inclusion. Mr. Burros mentioned that the city could apply for a Recreational Grant through the Texas Parks and Wildlife Department (TPWD).

A discussion was held regarding the clarification of the matching grant requirement.

Assistant City Attorney Rivera advised the council that if the agreement was to be approved, it needed to be reviewed by legal staff.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve and authorize the City Manager to execute the amended Professional Services Agreement with Grant Development Services in the amount not to exceed \$2,500.

Motion to approve carried 7-0

Mr. Burros stated that the total amount for services should be \$9,300.

MOTION: Upon an amendment motion made by Council Member Amezcua and seconded by Council Member Moreno to amend the amount not to exceed \$9,300 and approval of the agreement pending legal review.

There was no further discussion.

Motion to approve carried 7-0

9. Consideration, discussion, and possible action on a Resolution authorizing the Professional Services Agreement between the City of Manor and Grant Development Services to submit an application to the Economic Development Administration (EDA) Public Works Program for a \$1.5 million Economic Adjustment grant.

The city staff recommended that the City Council approve Resolution No. 2024-01 and authorize the City Manager to execute the amended Professional Services Agreement with Grant Development Services in an amount not to exceed \$10,300.

J. Gandolf Burros with Grant Development Services Inc. discussed the proposed service agreement to apply to the Economic Development Administration (EDA) Public Works Program for a \$1.5 million Economic Adjustment Grant.

City Manager Moore discussed the proposed resolution.

Resolution No. 2024-01: A Resolution of the City Council of The City of Manor, Texas Supporting the City Of Manor's Submission of an Economic Development Administration - Public Works Assistance Grant Application; Authorizing the City Manager to Execute all Necessary Documentation; and Establishing an Effective Date.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno to approve Resolution No. 2024-01 and authorize the City Manager to execute the amended Professional Services Agreement with Grant Development Services in an amount not to exceed \$10,300.

There was no further discussion.

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

10. Consideration, discussion, and possible action on a Professional Consultation Services Agreement for Solid Waste Services for the City of Manor.

The city staff recommended that the City Council approve a Professional Consultation Service Agreement for Solid Waste Services for the City of Manor in an amount not to exceed \$39,940.

City Manager Moore discussed the proposed service agreement for Solid Waste Services.

Lynn Lantrip with Solid Waste Specialists introduced himself and gave a summary of the services he would be providing to the city.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve a Professional Consultation Service Agreement for Solid Waste Services for the City of Manor in an amount not to exceed \$39,940.

There was no further discussion.

Motion to approve carried 7-0

11. Consideration, discussion, and possible action on a Resolution authorizing the purchase and closing of 0.308 acres, more or less, of real property located in Travis County, Texas, approval of the Unimproved Property Contract.

The city staff recommended that the City Council approve Resolution No. 2024-02 authorizing the purchase and closing of 0.308 acres, more or less, of real property located in Travis County, Texas, approval of the Unimproved Property Contract.

City Manager Moore discussed the proposed resolution to authorize the purchase and closing of 0.308 acres.

Resolution No. 2023-02: A Resolution of the City of Manor, Texas Authorizing the Purchase and Closing of 0.308 Acres, More or Less, of Real Property Located in Travis County, Texas for \$175,000.00 Plus Closing Costs; Providing for Approval of the Unimproved Property Contract; And Providing for Related Matters.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve Resolution No. 2024-02 authorizing the purchase and closing of 0.308 acres, more or less, of real property located in Travis County, Texas, approval of the Unimproved Property Contract.

There was no further discussion.

Motion to approve carried 7-0

12. Consideration, discussion, and possible action on the Possession and Use Agreement with David Price for a wastewater easement with a temporary construction easement.

The city staff recommended that the City Council approve the Possession and Use Agreement with David Price for a wastewater easement with a temporary construction easement in an amount not to exceed \$44,474 and authorize the City Manager to sign the agreement.

City Manager Moore discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Possession and Use Agreement with David Price for a wastewater easement with a temporary construction easement in an amount not to exceed \$44,474 and authorize the City Manager to sign the agreement.

There was no further discussion.

Motion to approve carried 7-0

13. Consideration, discussion, and possible action on the Purchase Agreement with SHFC Manor Land, LLC for a water easement with a temporary construction easement for Parcel No. 2.

The city staff recommended that the City Council approve the Purchase Agreement with SHFC Manor Land, LLC for a water easement with a temporary construction easement in an amount not to exceed \$2,323.

City Manager Moore discussed the proposed purchase agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the Purchase Agreement with SHFC Manor Land, LLC for a water easement with a temporary construction easement in an amount not to exceed \$2,323.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:25 p.m. on Wednesday, January 17, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property at 8:25 p.m. on Wednesday, January 17, 2024.*

The Executive Session was adjourned at 8:54 p.m. on Wednesday, January 17, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 8:54 p.m. on Wednesday, January 17, 2024.

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

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 8:54 p.m. on Wednesday, January 17, 2024.

These minutes were approved by the Manor City Council on the 7th day of February 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

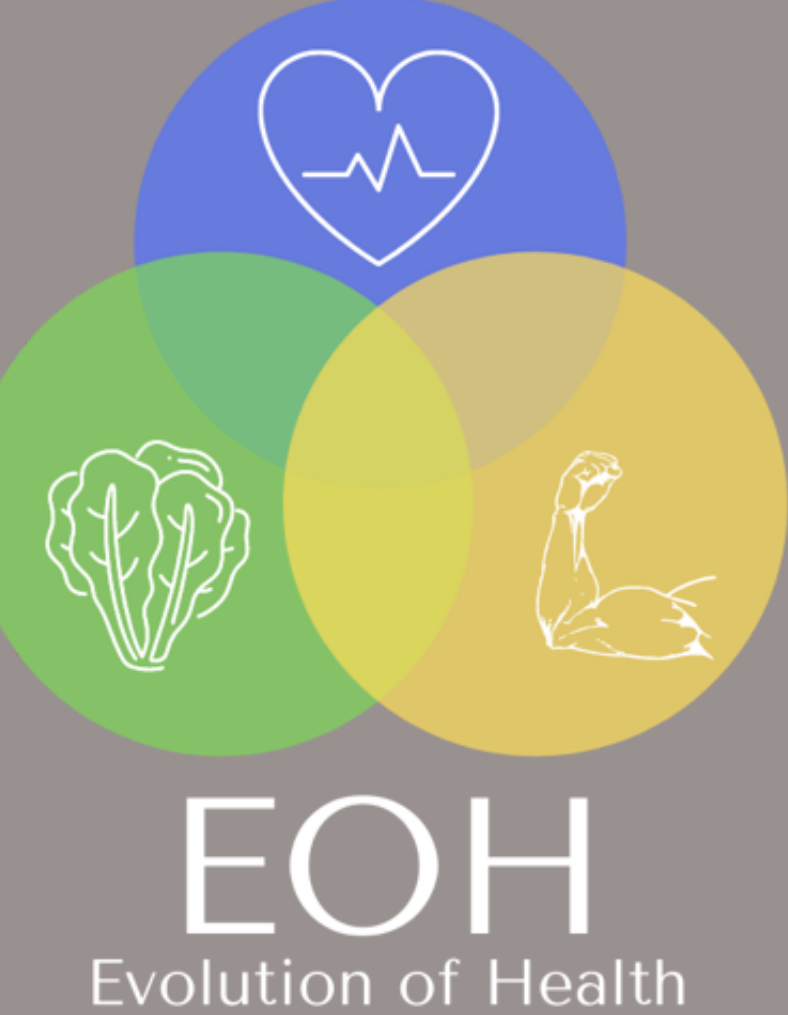
Lluvia T. Almaraz, TRMC
City Secretary

EVOLUTION OF HEALTH

2024 MANOR COMMUNITY FAMILY DAY & 5K

SATURDAY , JUNE 8TH 2024





Our Organization

Evolution of Health is a non-profit organization currently awaiting 501c3 designation. Our primary mission is to tackle health inequities by establishing infrastructures or endorsing wellness initiatives within low-income households and communities.

DERRICK WHITE
CEO/ EXECUTIVE DIRECTOR



WELLNESS INFRASTRUCTURE DEFINED

2023 Manor Community 5K



2023 TURNOUT

- **150 Total Registrations**
- **Approximately 15 Kids**
- **10 Free Low Income Registrations**
- **5 MAP Registrations**
- **16 Vendors**

SPONSORS AND VOLUNTEER GROUPS

- **CITY OF MANOR**
- **THOMAS H. KEITHLEY MASONIC LODGE #45**
- **100 BLACK MEN OF AUSTIN, INC**
- **BLACK MEN'S HEALTH CLINIC**

V E N D O R S

- BLACK MEN'S HEALTH CLINIC
- ST. DAVID'S FOUNDATION
- AMEN
- KIPP SCHOOLS
- DICK'S SPORTING GOODS
- AUSTIN FIT
- FARMSHARE
- AUSTIN COMMUNITY LAW
- GOODWILL
- EQUITY KIDS
- UNITED WAY
- CENTRAL HEALTH
- LONE STAR CIRCLE OF CARE
- ZIRENART
- SICKLE CELL ASSOCIATION
- CHESMAR HOMES



2023 EXPENSES

SHIRTS	\$985.00
INFLATABLES	\$863.00
MEDALS	760.00
MARKETING	\$1211.00
CITY EXPENSES (POLICE, PUBLIC WORKS, PARK RENTAL & EVENT FEE)	\$1215.00
TOTAL	\$5034.00

CHANGES FOR 2024



FAMILY COMMUNITY FUN DAY



KID'S ROUTE



INCLUDING SENIORS

GOALS

- **Maintain affordable registration fees**
- **Boost attendance**
- **Engage additional small businesses**
- **Garner increased support from local organizations**
- **Collaborate with the school district**

REQUESTS



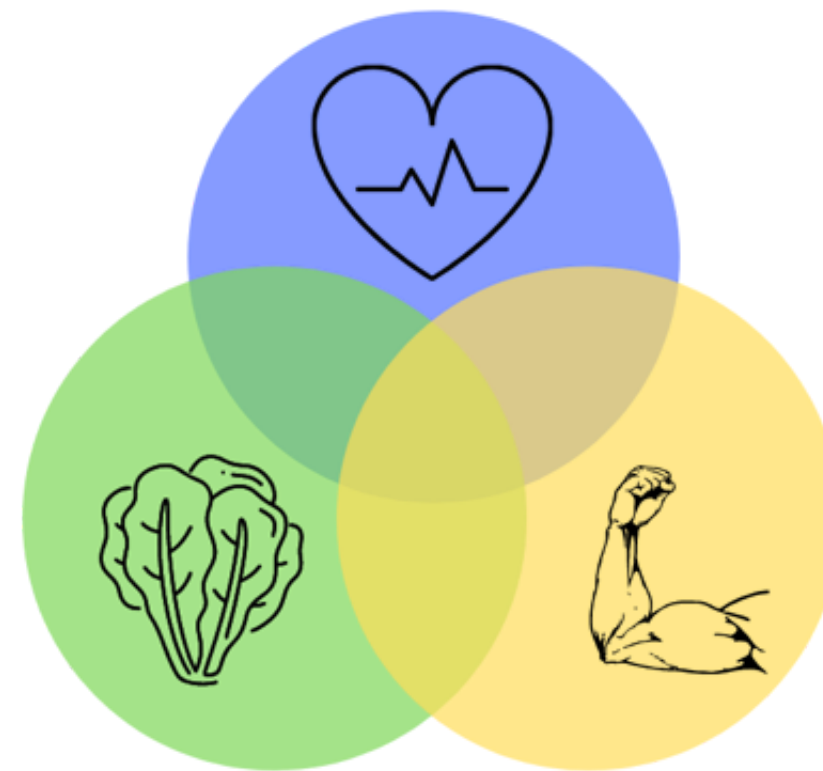
ASSISTANCE WITH MARKETING



RESOURCES



FUNDING



EOH
Evolution of Health



DOMINIUM

Tower Road Apartments City Council Meeting

What we do hits H O M E



DOMINIUM

About Us

Item 1.

Dominium

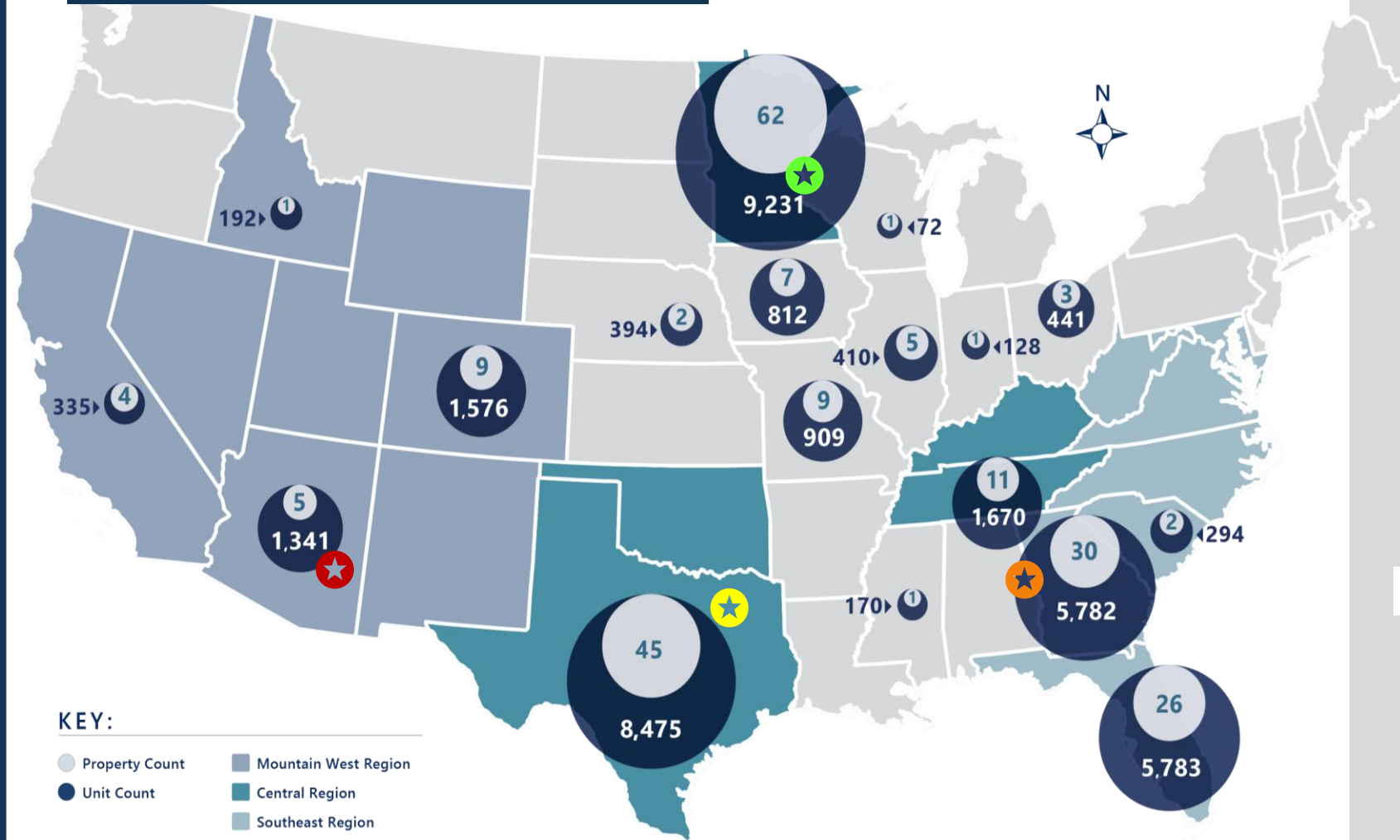
Focused on results and long-term value

- Founded in 1972
- 2nd largest private developer of workforce housing
- Over 220 properties in portfolio nationwide
- Four regional offices, own properties in 19 states
- On track to become the country's pre-eminent developer, owner, and property manager of high-quality, workforce housing



Crossroad Commons
Austin, TX

FOOTPRINT BY STATE



*Data as of 04.2023

PORTFOLIO

SITES

UNIT

Item 1.

TOTAL

225

38,207

PROPERTIES OWNED FOR:

0-4 Years: 82 10-14 Years: 40

5-9 Years: 63 15+ Years: 40

Site: 838

Corporate:

Property Management 122

Corporate Services/HR 170

Development/Construction 101

TOTAL

1,231

REGIONS	OFFICES	MSA GROWTH ¹
Southeast	Atlanta ² Tampa ³ Washington DC ³	5,409,115
Central	Dallas ² Minneapolis ²	3,785,341
Mountain West	Phoenix ² Denver ³	2,814,835

¹ Regional MSA growth 2010-2019 | ² Regional Headquarters Office | ³ Development

Giving Back to Our Communities

Item 1.

DOMINIUM GIVES

DONATES



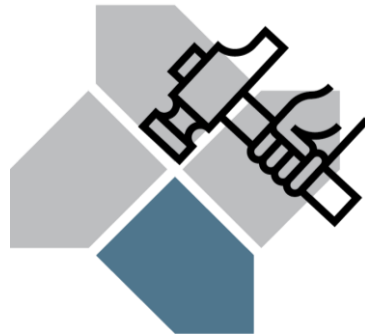
DOMINIUM FOUNDATION

Direct donations to organizations that build stronger families and neighborhoods

Includes a Scholarship Program and Resident Internship Program

2019-2021: \$8.0mm

BUILDS



DOMINIUM PRO BONO PROGRAM

Free development services to nonprofit housing providers

To date, more than 2,500 workforce units across 13 developments worth over \$860mm

Closed or working on over 700 units designed to address U.S. homeless crisis

ASSISTS



DOMINIUM EMPLOYEE EMERGENCY FUND (EEF)

Employees donate to assist colleagues

Funds available for employees in need

Employee participation of more than 35%

Helping 86 families annually

VOLUNTEERS



DOMINIUM VOLUNTEER PROGRAM

Aligns company resources with employee passion

Dominium donates matching funds

750 Employees

30,000 Hours



DOMINIUM

Development Overview

Manor Housing

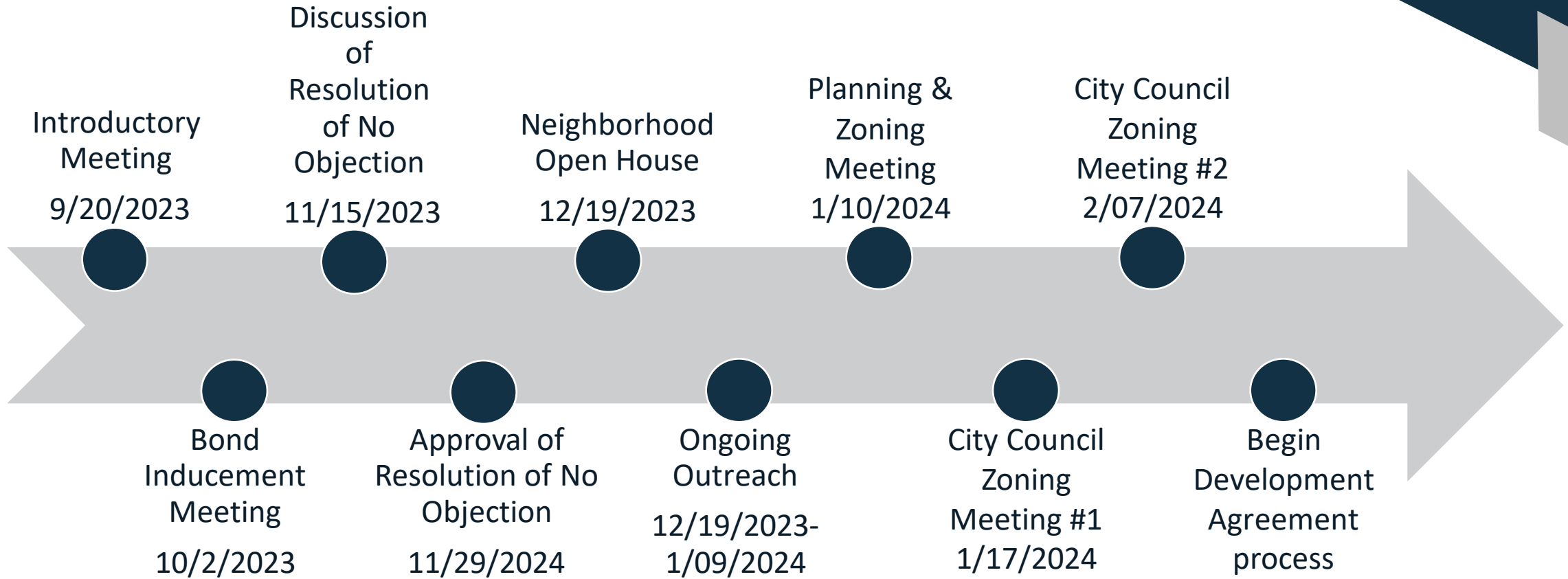
- In February, City Council set the following housing goals:
 - Add an economic development tool
 - Building a community to support fixed wage-earning professionals
 - Address affordable housing initiatives
 - Build a collaborative public private partnership
 - Building a housing product that is needed in the community.
- Partnership with the City of Manor will allow Dominion to provide the residents of Manor with rents that are restricted and lower than the market rate average.



DOMINIUM

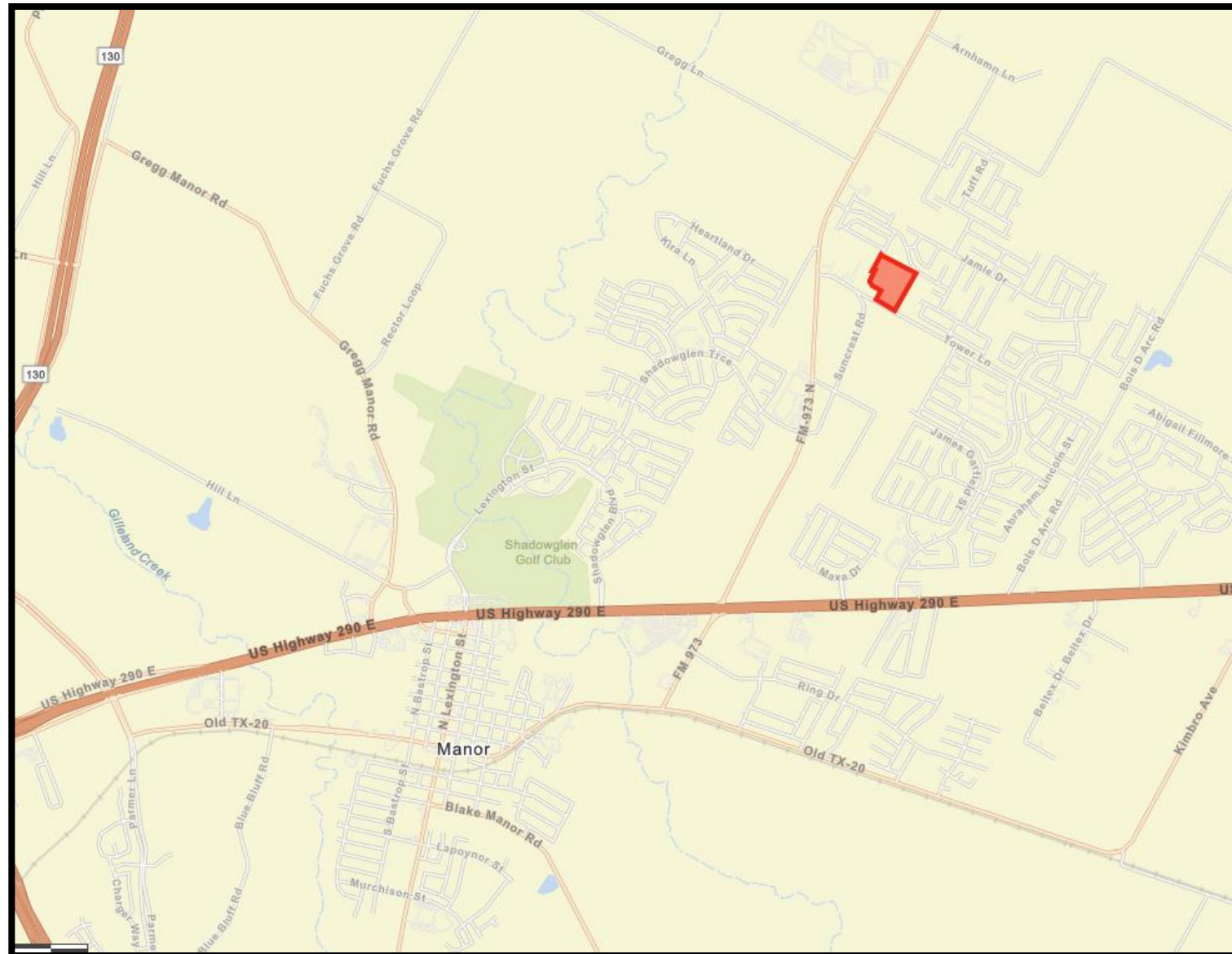
Milestones

Item 1.



Location

Item 1.



Unit Types & Restrictions

- Total of 324 units: 72 Two Bedroom, 186 Three Bedroom, 66 Four Bedroom
- 100% of the units will be income restricted to 60% Area Median Income through a 30-year period.
- Rents: \$1,512 – \$1,744 – \$1,940
- Income Limits Per Bedroom Type
 - 2 Person Income Limit – \$56,100
 - 3 Person Income Limit – \$63,120
 - 4 Person Income Limit – \$70,080



Concept Site Plan

Item 1.



Zoning

Item 1.

- The site is zoned for Industrial Use.
 - The proposed development will establish a buffer zone between the industrial and residential homes
 - Marketing efforts on the tract for other uses have proved unsuccessful
- Manor Comprehensive Plan – Mixed Density Neighborhoods
- Access Points will be off Tower Road.
- Ordered a traffic study to analyze traffic impact
- Fencing, landscaping, and screening requirements will be followed.









Comparable Community Rendering

Crossroad Commons – Austin, TX

Item 1.



Completed Community

Crossroad Commons – Austin, TX

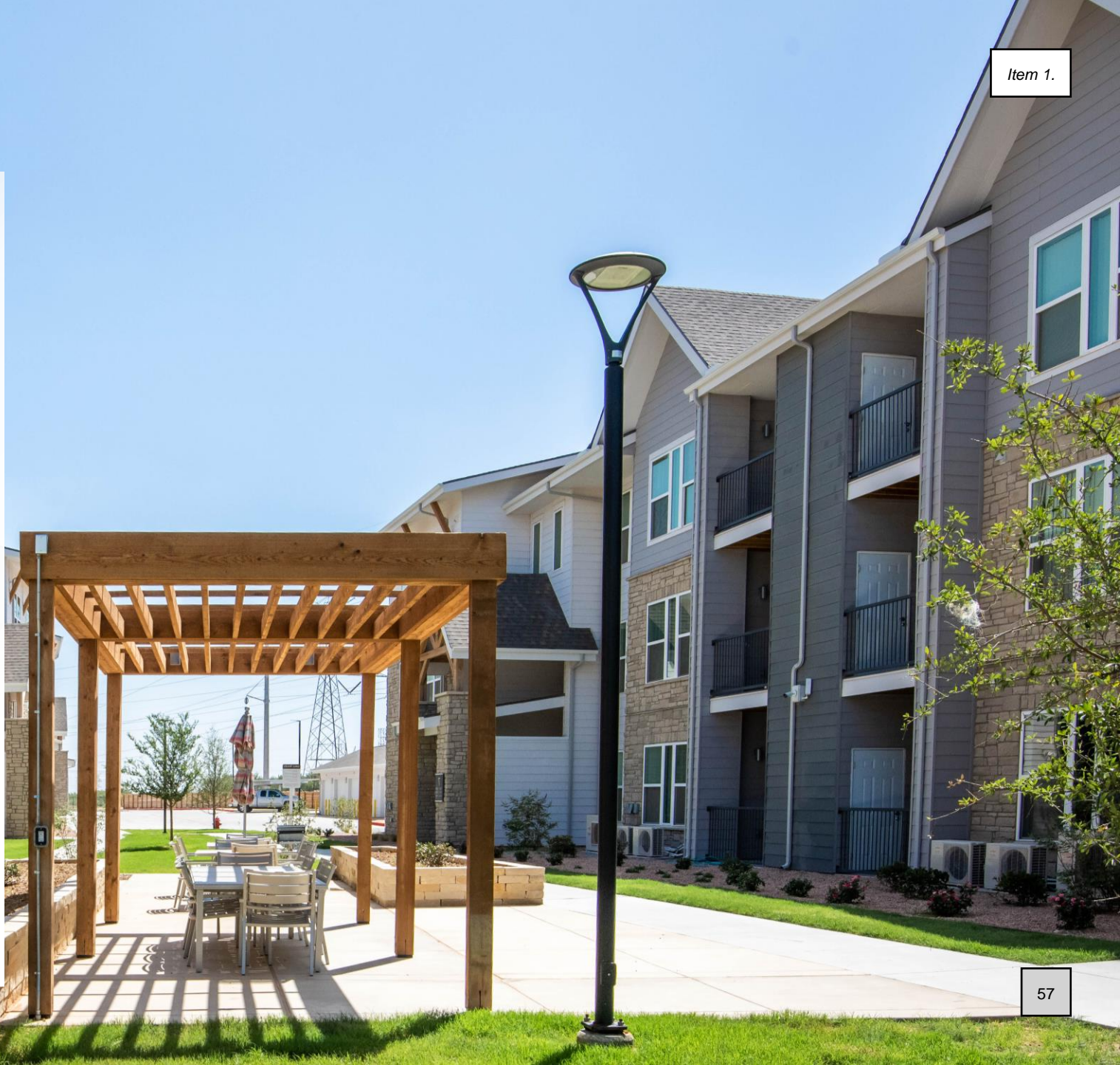
Item 1.





DOMINIUM

Development Amenities



Amenity Overview

Item 1.

In-Unit Amenities

- Private Balcony
- Full-size washer and dryer
- Gourmet Kitchens with full stainless steel appliance package
- Vinyl plank flooring, 9-foot ceilings, and walk-in closets

Community Amenities

- Clubhouse
- Picnic and grill areas
- Fitness center
- Business Center
- Professional on-site management
- Outdoor dining ramadas
- Outdoor game area
- Swimming Pool
- Playgrounds
- Resident Cafe
- Community Kitchen
- Learning Center



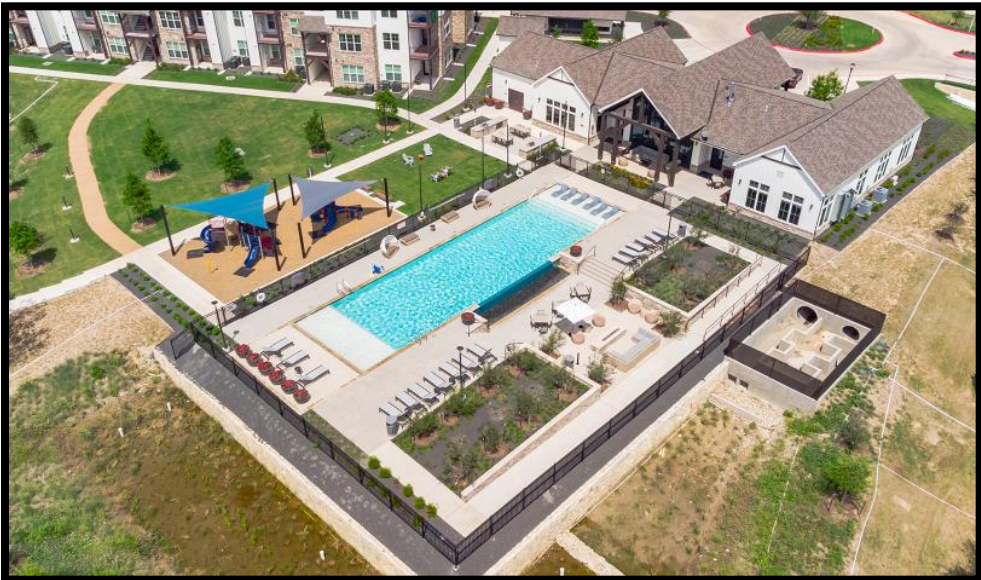
In-Unit Amenities

Item 1.



Community Amenities

Item 1.



Resident Services

Resident services are provided in all Dominion communities. Below are the resident services we provide to our Crossroad Commons Community in Austin, TX.

- Annual income tax preparation (offered by an income tax prep service) or IRS-certified VITA (Volunteer Income Tax Assistance) program.
- Annual health fair provided by a health care professional.
- Twice monthly arts, crafts, and other recreational activities.
- Twice monthly on-site social events.
- Monthly food pantry.
- Quarterly events through partnerships with local law enforcement and first responders





DOMINIUM

Residents & Rent Savings

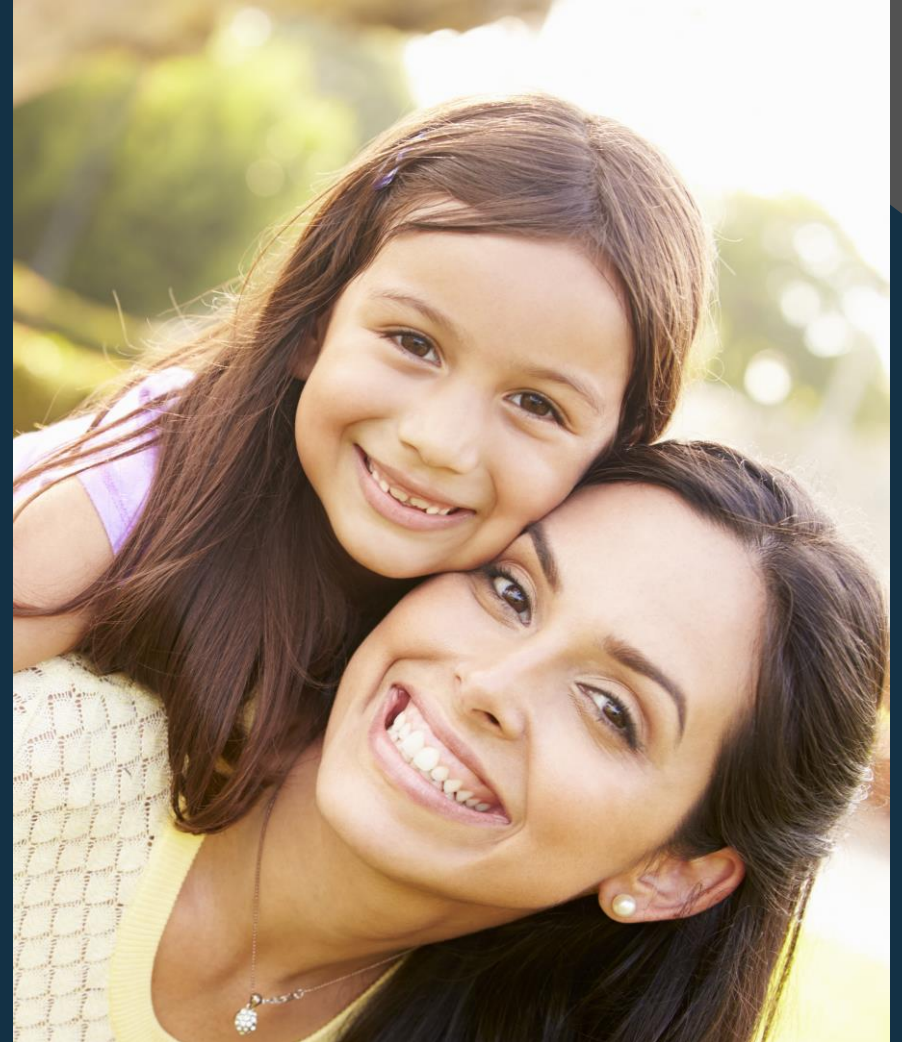
Daniela and Her Daughter

Enrollment Manager at
iKids U Central Texas

Annual Income: \$52,000

2-Person Income Limit: \$56,100

2-Bedroom Rent: \$1,512



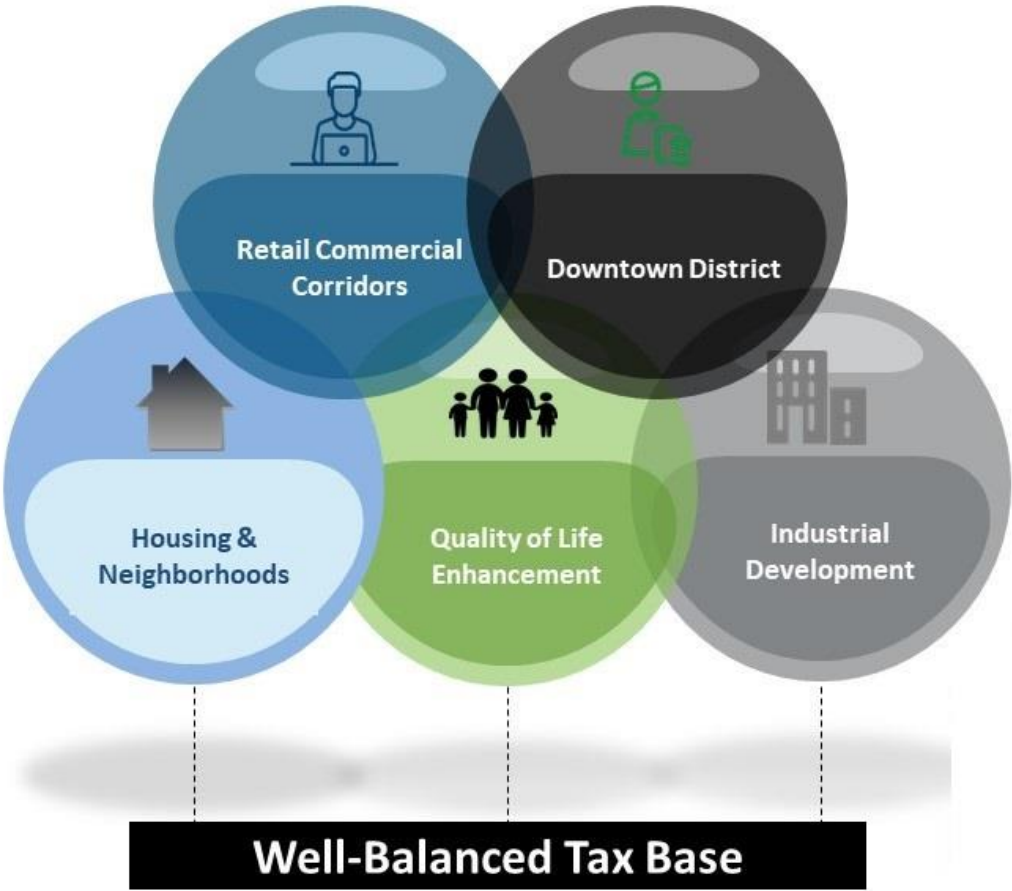
*PER PUBLISHED SALARIES ON ZIPRECRUITER

Umar & Sarah K and Two Kids
Education Assistant at ShadowGlen
Elementary & Manor ISD Bus
Mechanic

Annual Income: \$67,154
4-Person Income Limit: \$70,080
4-Bedroom Rent: \$1,940



Housing as Economic Development



Annual Benefit

Item 1.

Two Bedroom Rent

- Our Rent – \$1,512
- Manor Market Rent – \$1,729
- Annual Resident Savings – \$2,604

Three Bedroom Rent

- Our Rent – \$1,744
- Manor Market Rent – \$2,135
- Annual Resident Savings – \$4,692

Four Bedroom Rent

- Our Rent – \$1,940
- Manor Market Rent – \$2,175
- Annual Resident Savings– \$2,820



15 Year Benefit

Item 1.

- **Two Bedroom**
 - Yearly Savings (Property Wide – 72 Units) - \$187,488
 - 3% Inflated Value Over 15 Years = \$3,440,764
- **Three Bedroom**
 - Yearly Savings (Property Wide – 186 Units) - \$872,712
 - 3% Inflated Value Over 15 Years = \$16,015,934
- **Four Bedroom**
 - Yearly Savings (Property Wide – 66 Units) - \$186,120
 - 3% Inflated Value Over 15 Years = \$3,415,658
- **Totals**
 - Yearly Savings (Property Wide – 324 Units) - \$1,246,320
 - 3% Inflated Value Over 15 Years = \$22,872,356





DOMINIUM

Community Outreach





SAFE | stop abuse for everyone



Feedback

- Traffic
 - Adding center turn lane
 - Widening road
 - Relocating stop sign
 - Reconfiguring intersection
- Flooding
 - Currently there is a 24-inch pipe to convey water
 - Results in flooding in minor rainfall
 - Installation of four 3x6 box culverts
 - Two-year rain event will be kept under road
- Schools and Children
 - Addition of outdoor game area (ping pong, horseshoes)
 - Addition of after school learning center
 - Homework and tutoring services M-F, 15 hours / week
 - Partnership with ISD
 - Waiver of application fees
 - Pre-leasing event(s)

Traffic Concerns

- How much traffic will the site generate?
 - Approximately 100 trips will be generated in the peak hour, or roughly 2 cars per minute.
- At what time were the traffic counts taken and what was the methodology?
 - Traffic Counts were taken from 7:00 to 9:00 AM and 4:00 – 6:00 PM on December 7th, 2023.
 - Temporary cameras were placed at the intersections studied: FM 973 and Suncrest, Suncrest and Tower Road, and Tower Road and Bois D'Arc Road. Traffic movements were visually counted twice.
- Does the Draft TIA contemplate the new developments in the area or the three elementary schools?
 - Any traffic generated by existing developments would have been included in the analysis. We are in discussion with the City's consultant to have the scope of the TIA finalized to include analysis of additional intersections and receive traffic generation from upcoming developments.
- Were buses or pedestrians considered in the analysis?
 - Buses were counted and considered in the analysis. A design factor was used to account for large vehicle traffic based on the number of busses counted.
 - Pedestrian traffic was considered; there is virtually no pedestrian traffic in the area in existing conditions.

Drainage Concerns

- How will the proposed culvert under Tower Road improve the flooding situation?
 - By adding additional area for water to pass through, the culverts will keep the storm water under the roadway rather than it backing up and overtopping the road.
- Will the construction of a culvert increase the flooding experienced downstream?
 - No, the culverts under Tower Road will prevent the water from ponding above the road but will not increase the flow of water down stream.
 - Per City of Manor regulations and the Texas Water Code, development is not allowed to increase runoff downstream.
- How much impervious cover is the development considering?
 - We anticipate staying under the maximum allowed impervious cover for MF-2 zoning of 60%.
- How will the detention be handled?
 - The stormwater design will consider the upstream drainage basin and the detention pond will be sized to mitigate any increase in stormwater runoff.

Additional Concerns

- Have you communicated with the charter school?
 - We reached out to them following last weeks meeting and are awaiting a response.
- Is there an entrance planned to the neighboring subdivision?
 - If we can secure an easement, there will be a fire only emergency access point.
- What type of security is considered for the site?
 - Security cameras, LED downlighting, on-site management
 - A stub out for a gate will also be provided
- The address appears wrong in your presentation, what is the solution to that?
 - The land in acquisition is currently unaddressed. Once the address is platted, it will be able to receive an updated, unique address. The parcel ID for the site is R821715.

Thank You



David D'Amelio 🧑

(214) 960-1309 📞

David.Amelio@dominiuminc.com ✉

Neal Route 🧑

(214) 960-1162 📞

nroute@dominiuminc.com ✉

DominiumApartments.com 🌐

Nicholas Koutani 🧑

(214) 233-3104 📞

Nicholas.Koutani@dominiuminc.com ✉



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Purchase Agreement with Manor Car Wash, LLC for a waterline easement and temporary construction easement for Parcel No. 3.

BACKGROUND/SUMMARY:

In 2021, the City of Manor approved some certificates of obligation funds to address water and sewer infrastructure projects in the different fast-growth areas of the city. The US290 & FM973 water line project was identified by city staff and George Butler & Associates engineering consultant as a priority infrastructure project that needed to be included in the 2021 bond issuance.

Over the past 18 months, the GBA's land acquisition team has assisted the city in acquiring a number of temporary and permanent utility easements for both future water and sewer projects. The owner of the Manor Car Wash LLC parcel accepted the city's offer to acquire a 20' permanent water utility easement and 25' temporary construction easement along his property on the south side of the US290 frontage east of FM973. We have been successful in acquiring the required utility easement from the landowners, which has allowed the GBA team to prepare plans for the proposed water line extension to be extended eastbound south of US290 for several economic development projects set to open in 2024. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easements for tract 3 at \$21,616.

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

- Purchase Agreement Parcel No. 3

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Purchase Agreement with Manor Car Wash, LLC for a waterline easement and temporary construction easement in an amount not to exceed \$21,616.

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

CITY OF MANOR PURCHASE AGREEMENT
Manor FM 973 & US 290 Water Line Project; Parcel 3

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

Water Line Easement Parcel: All that certain tract, piece or parcel of land consisting of 3,111 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. TWENTY-ONE THOUSAND SIX HUNDRED SIXTEEN AND NO/100'S DOLLARS (\$21,616.00) total shall be paid by the City for a permanent easement to the Water Line Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

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

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

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Water Line Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Water Line Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Water Line Easement

in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

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

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

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

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

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

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

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

OWNER:

MANOR CAR WASH, LLC,
a Texas limited liability company

By: _____

Ahmed Jafferally, Managing Member

Date

1/25/24
1/25/24

BUYER:

CITY OF MANOR, TEXAS
a Texas home-rule municipality

By:

Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date

Parcel No. 3
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 526075

FIELD NOTES FOR A 3,111 SQUARE FOOT WATERLINE EASEMENT:

Being a **3,111 square foot** tract of land situated in Travis County, Texas, and being out of Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Car Wash, a plat of record in Document No. 202200207, of the Official Public Records of Travis County, Texas. Said 3,111 square foot tract, as depicted on this exhibit, being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point in a common line being the east line of said Lot 11 and a westerly line of the remaining portion of a called 10.000 acre tract of land conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas, said calculated point also being the northeast corner hereof, from which, the common calculated northern corner of said Lot 11 and said 10.000 acre tract, same being on the south right-of-way line of U.S. Highway No. 290, a variable width right-of-way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas, bears N 04° 23' 19" E, 21.66 feet, and from said calculated corner a 1/2" iron rod with a red cap stamped "MATKIN-HOOVER ENGR & SURVEY" found bears S 04° 23' 19" W, 0.42 feet, for reference

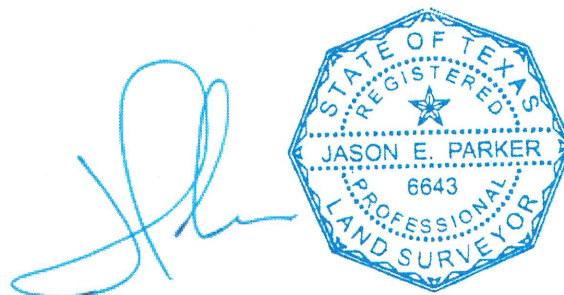
THENCE: S 04° 23' 19" W, with said common line a distance of **15.12 feet**, to a calculated point on said line for the southeast corner hereof, from which a 1/2" iron rod with a pink cap stamped "4WARD SURVEY GROUP" found marking an angle point in said common line bears S 04° 23' 19" W, 264.25 feet, for reference;

THENCE: S 87° 12' 20" W, across said Lot 11, a distance of **206.50 feet**, to a calculated point in the common line of said Lot 11 and of Lot 9, LDG Commons at Manor Village, a plat recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas, being the southwest corner hereof, from which a 1/2" iron rod with a red cap stamped "MATKIN-HOOVER ENGR & SURVEY" found marking the southwest corner of said Lot 11 on the east line of said Lot 9 bears S 02° 35' 38" E, 262.54 feet, for reference;

THENCE: N 02° 35' 38" W, with said common line, a distance of **15.00 feet**, to a calculated point in said common line for the northwest corner hereof, from which a 1/2" iron rod found on said common line marking the beginning of a curve to the right, bears N 02° 35' 38" W, a distance of 6.81 feet, for reference;

THENCE: N 87° 12' 20" E, across said Lot 11, a distance of **208.34 feet**, to the **POINT OF BEGINNING** and containing **3,111 square feet** of land, more or less.

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



© George Butler Associates, Inc.
2023

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

PROJECT NUMBER

15110.01

DATE

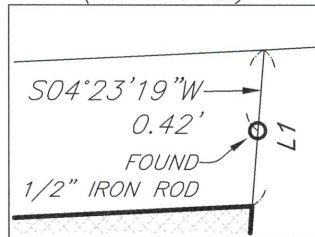
12/18/2023

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

SHEET NUMBER

1 of 3

DETAIL "A"
(NOT TO SCALE)



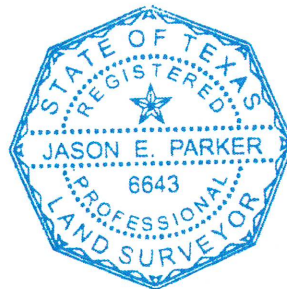
LEGEND

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
W.E.	WATERLINE EASEMENT

Line Table		
Line #	Bearing	Distance
L1	N4° 23' 19"E	21.66
L2	S4° 23' 19"W	15.12
L3	S87° 12' 20"W	206.50
L4	N2° 35' 38"W	15.00
L5	N2° 35' 38"W	6.81
L6	N87° 12' 20"E	208.34

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

JASON E. PARKER 12/18/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6643
STATE OF TEXAS



GBA
architects
engineers

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

PROJECT NUMBER
15110.01

DATE
12/18/2023

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

SHEET NUMBER

3 of 3

EXHIBIT "B"

**WATERLINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

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

A tract of land consisting of 3,111 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit "A", hereby incorporated by reference and made a part hereof for all purposes, with said 3,111 square foot parcel being referred to hereafter as the **Permanent Easement**.

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

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

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

Easement for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easement if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easement for the purposes for which the Easement is being sought by **Grantee**.

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

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

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

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

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

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

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

MANOR CAR WASH, LLC,
a Texas limited liability company

By

Ahmed Jafferally

Date

1/25/24

Title: Managing Member

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

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

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

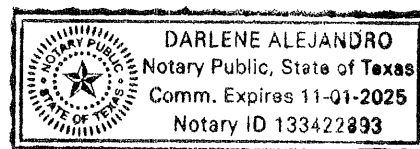
This instrument was acknowledged before me on the 25th day of January, 2024, by Ahmed Jafferally, Managing Member, MANOR CAR WASH, LLC, a Texas limited liability company, on behalf of said entity and acknowledged that he signed and delivered said Instrument as his own free and voluntary act for the uses and purposes therein set forth.

Darlene Alejandro
Notary Public, State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS



BEFORE ME, the undersigned authority, a Notary Public in and for said County and

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

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

 Notary Public-State of Texas

Parcel No. 3

Project: Manor FM 973 & US 290 Water Line Project

TCAD Tax ID: 526075

AFTER RECORDING RETURN TO:

City of Manor

105 E. Eggleston

Manor, Texas 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Pauline M. Gray, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an amendment to Change Order No. 1 to the construction contract for the FY2022 Capital Metro Pavement Improvements project.

The project improvements include street reconstruction and resurfacing, excavation, subgrade preparation, flexible base, mill and overlay, and hot mix asphalt concrete in selected areas. The project included a base bid as well as an alternate bid item. Some of the roads included in the project have deteriorated since the project was bid due to Central Texas's extensive drought and the extreme summer heat. Due to the current state of some roadways, mill, and overlaying are not viable options to "fix" some streets. The change order proposes reconstructing the roads instead of conducting mill and overlay. Full-depth repair is more expensive; however, it will provide the most efficient way to use City and Cap Metro funds for street repairs. This Change Order was approved at the December 20, 2023, Council Meeting in the amount of \$339,722.10. Upon sending the Change Order to the Contractor, they requested additional calendar days to complete the work from the Change Order. The contractor brought it to our attention that there was a mathematical error in the change order amount. The Change Order amount is \$394,478.10.

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

- FY2022 Cap Metro Paving Project Change Order No. 1 Revised
- Change Order Calculations Revised
- Exhibit – Original Change Order Calculations Chart – approved on Dec.,20, 2023
- Exhibit - Map

STAFF RECOMMENDATION:

It is staff's recommendation that the City Council approve the amendment to Change Order No. 1 for the FY2022 Capital Metro Paving Project with the revisions to add the additional 125 calendar days of work time and the revised amount of \$394,478.10.

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

CHANGE ORDER

ORDER NO.: 1 - REVISED

DATE: January 26, 2024

AGREEMENT DATE: August 2, 2023

NAME OF PROJECT: FY2022 Capital Metro Paving Improvements

OWNER: City of Manor

CONTRACTOR: Smith Paving, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1 – Remove bid item 61 – 2” HMAC Overlay (Carrie Manor between Lexington and Bastrop)
– 3282 SY @ \$15.75/SY

Item No. 2 – Remove bid item 62 – Milling asphaltic pavement(Carrie Manor between Lexington and Bastrop - 3282 SY @ \$7.00/SY

Item No. 3 – Add item CO1.1 – excavate 10”, add 8” black base, 2” HMAC (Carrie Manor between Burnet and Lexington) – 965 SY @ \$225/SY

Item No. 4 – Remove bid item 67 – Milling asphalt pavement (North San Marcos between Parsons and Eggleston) – 1705 SY @ \$7.00/SY

Item No. 5 – Add item CO1.2 – 6” subgrade preparation (North San Marcos between Parsons and Eggleston) – 2335 SY @ \$4.00/SY

Item No. 6 – Add item CO1.3 – Excavation of existing street (North San Marcos between Parsons and Eggleston - 845 CY @ \$22.00/SY

Item No, 7 – Add item CO1.4 – 12” Flexible base (North San Marcos between Parsons and Eggleston)
– 2335 SY @ \$16.60/SY

Item No. 8 – Remove bid item 71 – 2” HMAC (South San Marcos between Burton and Brenham) –
102/ SY @ \$15.75/SY

Item No. 9 – Remove bid item 72 – Milling Asphaltic Pavement (South San Marcos between Burton and Brenham) – 1028 SY @ \$7.00/SY

Item No. 10 – Add item CO1.5 – Excavate 10”, 8” black base, 2” HMAC ((South San Marcos between Burton and Brenham) 475 SY @ \$225.00/SY

Item No. 11 – Add item CO1.6 – level up prior to mill and overlay on Burnet between US 290 and Murray – 100 tons of level up @ \$205.00/ton

- Item No. 12 – Remove bid item 94 – Milling asphaltic pavement (North Bastrop between Lane and Wheeler – 3301 SY @ \$7.00/SY
- Item No. 13 – Add item CO1.7 – 12” Flexible base (North Bastrop between Lane and Wheeler) – 3301 SY @ \$16.60/SY
- Item No. 14 – Add item CO1.8 – 6” subgrade preparation (North Bastrop between Lane and Wheeler) – 3301 SY @ \$4.00/SY
- Item No. 15 – Add item CO1.9 – Excavation of existing street (North Bastrop between Lane and Wheeler) – 1190 CY @ \$22.00/CY
- Item No. 16 – Add Item CO1.10 – 12” flexible base (North Lockhart between Boyce and Parsons) – 500 SY @ \$16.60/SY
- Item No. 17 – Add Item CO1.11 – 6” Subgrade preparation (North Lockhart between Boyce and Parsons) – 500 SY @ \$4.00/SY
- Item No. 18 – Add item CO1.12 – excavation of existing street (North Lockhart between Boyce and Parsons) – 181 CY @ 22.00/CY
- Item No. 19 – Add item CO1.13 – 2” HMA (North Lockhart between Boyce and Parsons) – 500 SY @ 15.75/SY

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$1,033,072.10

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$0

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$394,478.10

New CONTRACT PRICE including this CHANGE ORDER will be: \$1,427,550.20

3. Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 125 calendar days. The date for completion of all work will be May 25, 2024.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Pauline M. Gray, P.E. Signed: _____
Engineer

Ordered by: Dr. Christopher Harvey, Mayor Signed: _____
Owner City of Manor

Accepted by: _____ Signed _____
Contractor

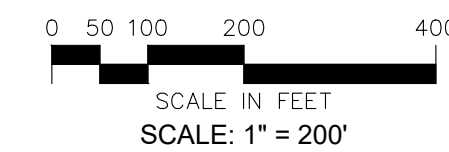
Change Order Calculations					
Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Item Cost
Carrie Manor - Mill and Overlay - removed area between Lexington and Bastrop- Full depth 8" black base, 2" HMAC Burnet to Lexington					
61	-3,282	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$15.75	-\$51,691.50
62	-3,282	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$22,974.00
CO 1.1	965	SY	Excavate 10"; 8" black base; 2" HMAC	\$225.00	\$217,125.00
North San Marcos - Full Depth Repair in Lieu of Mill and Overlay (Between Parsons and Eggleston)					
67	-1,705	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$11,935.00
CO1.2	2,335	SY	6" Subgrade Prep	\$4.00	\$9,340.00
CO1.3	845	CY	Excavation of existing street	\$22.00	\$18,590.00
CO1.4	2,335	SY	12" Flex base	\$16.60	\$38,761.00
South San Marcos - Full Depth in lieu of Mill and Overlay (Between Burton and Brenham)					
71	-1028	SY	2" HMAC	\$15.75	-\$16,191.00
72	-1,028	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$7,196.00
CO1.5	475	SY	Excavate 10"; 8" black base; 2" HMAC	\$225.00	\$106,875.00
North Burnet - Level Up prior to Mill and Overlay (Between US 290 and Murray)					
CO1.6	100	TONS	Level up	\$205.00	\$20,500.00
North Bastrop - Mill and Overlay Murray to Lane - Lane to Wheeler - full depth repair					
94	-3,301	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$23,107.00
CO1.7	3,301	SY	12" Flexible Base	\$16.60	\$54,796.60
CO1.8	3,301	SY	6" subgrade prep	\$4.00	\$13,204.00
CO1.9	1,192	CY	Excavation of Existing street	\$22.00	\$26,224.00
North Lockhart between Boyce and Parsons - full depth - added by City Staff					
CO1.10	500	SY	12" Flexible Base	\$16.60	\$8,300.00
CO1.11	500	SY	6" subgrade prep	\$4.00	\$2,000.00
CO1.12	181	CY	Excavation of Existing street	\$22.00	\$3,982.00
CO1.13	500	SY	2" HMAC	\$15.75	\$7,875.00
Total Change Order Amount					\$394,478.10
Contract Amount					\$1,033,072.10
Total Change Order + Contract					\$1,427,550.20
Budget					\$1,765,048.00
Remaining Funds					\$337,497.80

These items were not included
in to the original cost.

CITY COUNCIL APPROVED THIS CALCULATION CHART ON
DECEMBER 20, 2023. THE AMOUNT OF \$54,756.00
DID NOT CALCULATE WITH THE FORMULA.

Item 3.

Change Order Calculations					
Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Item Cost
Carrie Manor - Mill and Overlay - removed area between Lexington and Bastrop- Full depth 8" black base, 2" HMAC Burnet to Lexington					
61	-3,282	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$15.75	-\$51,691.50
62	-3,282	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$22,974.00
CO 1.1	965	SY	Excavate 10"; 8" black base; 2" HMAC	\$225.00	\$217,125.00
North San Marcos - Full Depth Repair in Lieu of Mill and Overlay (Between Parsons and Eggleston)					
67	-1,705	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$11,935.00
CO1.2	2,335	SY	6" Subgrade Prep	\$4.00	\$9,340.00
CO1.3	845	CY	Excavation of existing street	\$22.00	\$18,590.00
CO1.4	2,335	SY	12" Flex base	\$16.60	\$38,761.00
South San Marcos - Full Depth in lieu of Mill and Overlay (Between Burton and Brenham)					
71	-1028	SY	2" HMAC	\$15.75	-\$16,191.00
72	-1,028	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$7,196.00
CO1.5	475	SY	Excavate 10"; 8" black base; 2" HMAC	\$225.00	\$106,875.00
North Burnet - Level Up prior to Mill and Overlay (Between US 290 and Murray)					
CO1.6	100	TONS	Level up	\$205.00	\$20,500.00
North Bastrop - Mill and Overlay Murray to Lane - Lane to Wheeler - full depth repair					
94	-3,301	SY	Milling Asphaltic Concrete Pavement	\$7.00	-\$23,107.00
CO1.7	3,301	SY	12" Flexible Base	\$16.60	\$54,796.60
CO1.8	3,301	SY	6" subgrade prep	\$4.00	\$13,204.00
CO1.9	1,192	CY	Excavation of Existing street	\$22.00	\$26,224.00
North Lockhart between Boyce and Parsons - full depth - added by City Staff					
CO1.10	500	SY	12" Flexible Base	\$16.60	\$8,300.00
CO1.11	500	SY	6" subgrade prep	\$4.00	\$2,000.00
CO1.12	181	CY	Excavation of Existing street	\$22.00	\$3,982.00
CO1.13	500	SY	2" HMAC	\$15.75	\$7,875.00
Total Change Order Amount					\$339,722.10
Contract Amount					\$1,033,072.10
Total Change Order + Contract					\$1,372,794.20
Budget					\$1,765,048.00
Remaining Funds					\$392,253.80



PROJECT NUMBER
15451
DATE
6/29/23
DESIGNED
PMG
DRAWN
JGA
REVIEWED
PMG
SHEET TITLE

KEY MAP

SHEET NUMBER

4 of 23



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Daria Sakharova, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work to perform a sanitary sewer evaluation study (SSES) to reduce inflow and infiltration (I&I) in the City's sanitary sewer system.

BACKGROUND/SUMMARY:

The City of Manor has been contending with elevated wet-weather flows at its wastewater treatment facilities. To address high levels of wet-weather flows, the City Council engaged GBA to initiate a flow monitoring program. An initial flow monitoring study was conducted in the Fall of 2021, which identified several sanitary sewer drainage basins with elevated rates of Inflow and Infiltration (I&I). A second (more focused) round of flow monitoring was further performed in the Fall of 2022 to delineate I&I locations within the City's system. This flow monitoring determined that specific drainage basins have elevated levels of I&I, and these basins were selected for SSES investigations. The first two, and leakiest, basins were evaluated in 2022, and in 2024, it is desired to evaluate the next basin with excessive wet-weather flows.

The attached scope and fee cover the work required to perform these evaluations. This work includes maintenance hole inspections, closed-circuit televising (CCTV) of sewer lines, smoke testing of sewer lines, and I&I quantification and analysis. These evaluations will provide the city with specific structures and sewer lines that need to be rehabilitated to reduce I&I in the system and improve its structural functionality.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No – approved in Budget FY23-24

PRESENTATION: No

ATTACHMENTS: Yes

- Exhibit A, Statement of Work No. 30
- 2024 Manor SSES Fee Schedule
- 2024 Manor SSES Scope of Services

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the Statement of Work No. 30 to George Butler Associates, Inc. for the 2024 Sanitary Sewer Evaluation Study in the amount not to exceed \$72,226.00.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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EXHIBIT A**Statement of Work (SOW) No. 30****TO MASTER SERVICES AGREEMENT**

Statement of Work No. 22 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Professional Engineering Services for Sanitary Sewer Evaluation Study including inventory, inspection, and evaluation of selected existing sanitary sewer lines and structures for both structural condition and inflow and infiltration (I/I) defects; and provide rehabilitation recommendations for the studied assets.

STATEMENT OF WORK:

This SOW is generally as described below and as more particularly described in the attached Scope of Services, Exhibit A-1.

TASK 100: PROJECT MANAGEMENT AND ADMINISTRATION

Coordinate project goals and align CITY and ENGINEER expectations and purposes. Subtasks will include:

SUBTASK 1: Contract Maintenance

SUBTASK 2: Kickoff Meeting

SUBTASK 3: Progress Meetings

TASK 200: FIELD INVESTIGATIONS

SUBTASK 1: Simple Manhole Condition Assessments: The ENGINEER will perform simple manhole condition assessments on up to 50 manhole structures in a specific portion of the project area that has previously been identified as having excessive I/I quantities. Condition assessments will gather basic information about the structures and provide an overall condition rating to determine if further rehabilitation is necessary.

SUBTASK 2: Internal Manhole Condition Assessments: The ENGINEER will perform internal assessments on structures that are determined to need further, more detailed inspections in Subtask 1. It is anticipated approximately 10% of the structures inspected under Subtask 1 will require a more detailed inspection, or approximately 5 structures.

SUBTASK 3: CCTV Inspections: The ENGINEER will review CCTV inspections of up to 10,000 LF of sanitary sewers. The CCTV will be collected by a subconsultant hired by the ENGINEER. NASSCO PACP scoring,

and condition ratings will be used to score the pipes and to help determine which lines will require rehabilitation.

SUBTASK 4: Smoke Testing: The ENGINEER will perform smoke testing on up to 14,000 LF of sanitary sewers. This testing will identify the locations of public and private sources of I/I in a specific portion of the project area that has previously been identified as having excessive I/I quantities.

SUBTASK 5: Dyed Water Testing: The ENGINEER will perform dyed water testing on up to five (5) sources identified as being inconclusive during smoke testing. This task may not be necessary if all sources of I/I are identified during smoke testing.

SUBTASK 6: Field Verify Unusual or Unclear Conditions: The ENGINEER will field verify unusual or unclear conditions such as routing, asset locations, or utility conflicts on an as-needed basis. This time is also to be used to communicate with homeowners who may have questions about the field work being performed.

TASK 300: GIS DATABASE PREPARATION AND DATA ENTRY

SUBTASK 1: Develop GIS Database and Shapefiles: The ENGINEER will develop GIS databases for the field work being performed. These databases will include information such as assets being inspected, results of inspections, rehabilitation recommendations, and issues found during field investigations.

SUBTASK 2: Transfer GIS Database and Shapefiles to City: The ENGINEER will transfer the databases set up under Subtask 1 to the CITY for their use and incorporation into their own asset management software.

TASK 400: DATA ANALYSIS AND RECOMMENDATIONS

SUBTASK 1: Inflow and Infiltration Evaluation: The ENGINEER will perform I/I analysis on the field work completed including manhole condition assessments, CCTV, and smoke/dyed water testing. I/I parameters will be assigned to defects found in the assets and total volumetric I/I values will be calculated.

SUBTASK 2: Manhole Inspection and CCTV Data Analysis: ENGINEER will review the results of the manhole inspections and CCTV to determine the specific locations, extents, and severity of structural and I&I issues found during the inspections. This data will be used to create a rehabilitation plan.

SUBTASK 3: Develop Draft Report and Submit: The ENGINEER will prepare a report that summarizes findings of the field investigations, I/I determination, recommended I/I rehabilitation methods and locations, and high-level cost estimates of rehabilitation.

SUBTASK 4: Draft Report Review Meeting: The ENGINEER will schedule a meeting with the CITY to go over the results of the field investigations and analysis.

SUBTASK 5: Develop Final Report and Submit: The ENGINEER will prepare a final report based on the report review meeting with the CITY and any comments received from the CITY.

SUBTASK 6: Present Findings to Council: The ENGINEER will present the findings of this project at a City Council meeting.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Hydraulic Capacity Spreadsheet Model with Growth Expectations.
2. Any designs or reports not specifically listed.
3. Additional meetings and site visits not specifically listed.
4. Any other service not specifically listed.

COMPENSATION:

TASK 100 FEE:	\$7,894
TASK 200 FEE:	\$52,019
TASK 300 FEE:	\$1,626
TASK 400 FEE:	\$10,687

TOTAL: **\$72,226**

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: Frank T. Phelon

Date: _____

Date: 1/23/2024

FEE SCHEDULE

Item 4.

		FIRMS				GBA									Tunnel Vision							Tunnel Vision	TV < 24"	Heavy Cleaning	Heavy Cleaning CCTV
		TASK TOTAL	TASK TOTAL	TASK TOTAL	TASK TOTAL	Senior Lead AES \$245	Senior AES \$198	Design AES \$155	Project AES \$172	Senior Tech \$166	Senior Tech \$166	Staff AES \$137	Sr Admin. Assistant \$115	Direct Expense	TASK TOTAL \$	Direct Expenses	GBA Direct Expenses (Total)	Mileage (\$/mi) \$1	Manhole Equip. (\$/day) \$100	Smoke Equip. (\$/day) \$200	Dye Tank (\$/day) \$100	Direct Expenses (Total)	(\$/ft) \$1.00	(\$/hr) \$225	(\$/hr) \$180
		\$	HRS	\$	HRS																				
TASK 100 - PROJECT MANAGEMENT AND ADMINISTRATION																									
1.1 Contract Maintenance		\$5,110	30	\$5,110	30	0	20	0	0	0	0	0	10	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
1.2 Kickoff Meeting		\$1,104	6	\$1,104	6	1	3.5	0	0	1	0	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
1.3 Progress Meetings		\$1,680	9	\$1,680	9	2	5	0	0	2	0	0	2	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
Task 1 Hours			45		45	3	28	0	0	3	0	0	12					0	0	0	0		0	0	0
Task 1 Fee		\$7,894		\$7,894		\$613	\$5,544	\$0	\$0	\$415	\$0	\$0	\$1,323	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 2 - FIELD INVESTIGATIONS																									
2.1 Simple Manhole Condition Assessments (50 Manholes)		\$8,218	49	\$8,218	49	0	6	12	4	14.5	12.5	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
2.2 Internal Manhole Condition Assessments (5 Manholes)		\$2,589	15	\$2,589	15	0	1	3	0	4.5	6.5	0	0	\$100	\$0	\$0	\$100	0	1	0	0	\$0	0	0	0
2.3 CCTV Inspections (10,000 LF)		\$17,718	25	\$4,478	25	0	13	8	0	4	0	0	0	\$0	\$13,240	\$13,240	\$0	0	0	0	0	\$13,240	10,000	8	8
2.4 Smoke Testing (14,000 LF)		\$17,312	105	\$17,312	105	0	2	10	4	32	33	24	0	\$600	\$0	\$0	\$600	0	0	3	0	\$0	0	0	0
2.5 Dyed Water Testing (5 Tests)		\$3,354	20	\$3,354	20	0	1	10	2	3.5	3.5	0	0	\$100	\$0	\$0	\$100	0	0	0	1	\$0	0	0	0
2.6 Field Verity Unusual or Unclear Conditions		\$1,328	8	\$1,328	8	0	0	0	0	4	4	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
Mileage		\$1,500	-	\$1,500	-	0	0	0	0	0	0	0	0	\$1,500	\$0	\$0	\$1,500	1,500	0	0	0	\$0	0	0	0
Task 2 Hours			222		222	0	23	43	10	63	60	24	0					1,500	1	3	1		10,000	8	8
Task 2 Fee		\$52,019		\$38,779		\$0	\$4,554	\$6,665	\$1,720	\$10,375	\$9,877	\$3,288	\$0	\$2,300	\$13,240	\$13,240	\$2,300	\$1,500	\$100	\$600	\$100	\$13,240	\$10,000	\$1,800	\$1,440
TASK 3 - GIS DATABASE PREPARATION AND DATA ENTRY																									
3.1 Develop GIS Database and Shapefiles		\$930	6	\$930	6	0	0	6	0	0	0	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
3.2 Transfer GIS Databases and Shapefiles to City		\$696	4	\$696	4	0	1	0	0	0	3	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
Task 3 Hours			10		10	0	1	6	0	0	3	0	0					0	0	0	0		0	0	0
Task 3 Fee		\$1,626		\$1,626		\$0	\$198	\$930	\$0	\$0	\$498	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 4 - DATA ANALYSIS AND REHAB RECOMMENDATIONS																									
4.1 Inflow and Infiltration Evaluation		\$930	6	\$930	6	0	0	6	0	0	0	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
4.2 Manhole Inspection and CCTV Data Analysis		\$2,568	16	\$2,568	16	0	0	8	0	8	0	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
4.3 Develop Draft Report and Submit		\$4,074	24	\$4,074	24	2	2	12	0	8	0	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
4.4 Draft Report Review Meeting		\$562	3	\$562	3	0	2	0	0	1	0	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
4.5 Develop Final Report and Submit		\$1,559	10	\$1,559	10	0	3	4	0	0	0	0	3	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
4.6 Present Findings to Council		\$594	3	\$594	3	0	3	0	0	0	0	0	0	\$0	\$0	\$0	\$0	0	0	0	0	\$0	0	0	0
Mileage		\$400	-	\$400	-	0	0	0	0	0	0	0	0	\$400	\$0	\$0	\$400	400	0	0	0	\$0	0	0	0
Task 4 Hours			62		62	2	10	30	0	17	0	0	3					400	0	0	0		0	0	0
Task 4 Fee		\$10,687		\$10,687		\$490	\$1,980	\$4,650	\$0	\$2,822	\$0	\$0	\$345	\$400	\$0	\$0	\$400	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL LABOR HOURS			339		339	5	62	79	10	82	63	24	15					1,900	1	3	1		10,000	8	8
TOTAL FEE		\$72,226		\$58,986		\$1,103	\$12,276	\$12,245	\$1,720	\$13,612	\$10,375	\$3,288	\$1,668	\$2,700	\$13,240	\$13,240	\$2,700	\$1,900	\$100	\$600	\$100	\$13,240	\$10,000	\$1,800	\$1,440
SUMMARY BY FIRM																									
		\$	HRS	% TOTAL \$	% TOTAL HRS																				
GBA		\$58,986	338.5	81.7%	100.0%																				
Tunnel Vision		\$13,240		18.3%																					
TOTAL LABOR HOURS			338.5		100.0%																				
TOTAL FEE		\$72,226		100.0%																					

EXHIBIT A-1

SCOPE OF SERVICES

It is expressly understood and agreed by the parties hereto that it is the intention of this Agreement to provide for furnishing engineering services for the subject project:

MANOR, TX 2024 SANITARY SEWER EVALUATION STUDY

The City of Manor, Texas (CITY) has identified the need to remove sources of Inflow and Infiltration (I&I) from the sanitary sewer collection system. George Butler Associates (ENGINEER) will assist the CITY in achieving this through various means including this project.

The project will: inventory, inspect, and evaluate existing sanitary sewer lines and structures for both structural condition and inflow and infiltration (I&I) defects; analyze the extent of I&I in the project area; and provide rehabilitation recommendations for the studied assets.

Future phases of the project may provide engineering plans for rehabilitation design and follow-up inspections and monitoring.

The Scope of Services for this Project is organized into four (4) major Task Series:

Task Series 100 – Project Management and Administration
Task Series 200 – Field Investigations
Task Series 300 – GIS Database Preparation and Data Entry
Task Series 400 – Data Analysis and Rehab Recommendations

TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION

100. Project Management and Administration. Provide the management functions required to successfully complete the project, including project correspondence with the Client; a one-hour Kick-off meeting with the Client's staff to be held virtually via Microsoft Teams and attended by the Project Manager and one (1) Design Engineer; supervision and coordination of services, and quality control/assurance; scheduling and assignment of personnel resources, monitoring of work progress and invoicing for the work performed. ENGINEER shall prepare and distribute minutes of progress meetings with the Client including action items.

This project is anticipated to take 120 days to complete. One (1) project kickoff meeting and three (3) monthly one-hour progress meetings are anticipated as part of this project. The progress meetings will be held virtually via Microsoft Teams and attended by the ENGINEER's Project Manager and one (1) Design Engineer.

TASK SERIES 200 – FIELD INVESTIGATIONS

200. Field Investigations. The Consultant shall collect, compile, and evaluate pertinent and available data from the Client.

Field investigations will include:

- Simple manhole condition assessments of up to 50 sanitary sewer manholes.
 - Each simple manhole condition assessment will use a visual evaluation of the manhole to determine structural or I&I defects present in the manhole. The manhole will then

- be ranked on a zero (0) to four (4) scale for the most severe defect found, or if the manhole is not able to be assessed a score of five (5) will be given.
- Deliverables will include at least three (3) photos: General Location Photo, Topside Photo, and Channel Photo.
 - Internal condition assessments of up to five (5) sanitary sewer manholes, as deemed necessary by the ENGINEER.
 - Internal condition assessments will include manned entry into the structure to collect manhole dimensions, lamping photos of pipes, and defect photos. Hazardous environments are not expected to be encountered during these inspections and will be considered Additional Services if they are encountered.
 - Deliverables will include at least three (3) photos of the structure as well as one (1) photo of each connecting pipe; a sketch showing the orientation of the connecting pipes to the inspected asset; a GIS database of measurements collected during inspection.
 - CCTV of up to 10,000 linear feet (LF) of sanitary sewers.
 - CCTV will follow NASSCO PACP coding standards.
 - Budget is allocated for up to eight (8) hours of heavy cleaning and coinciding CCTV of particularly dirty sewer lines.
 - Deliverables will include related media files (photos and videos), a GraniteNet database with the inspections, and an inspection summary pdf report.
 - Smoke testing of up to 14,000 LF of sanitary sewers.
 - Deliverables will include a GIS database with smoke sources identified during testing and photos to show the location of the smoke source.
 - Dyed water testing of up to five (5) suspect sources, as deemed necessary by the ENGINEER.
 - Deliverables will include a GIS database showing the locations of the dye tests performed, the results of the tests, and photos captured during the testing.
 - Up to eight (8) hours for field verification of unusual or unclear conditions as well as communication with homeowners, as deemed necessary by the ENGINEER.

Manhole condition assessments, smoke testing, and dyed water testing (if needed) will be performed using ESRI Field Maps forms developed and owned by the ENGINEER. Data will be stored electronically and provided to the CITY in the form of a GIS geodatabase.

Internal condition assessments, if needed, will be performed using Survey 123 forms developed and owned by the ENGINEER. Data will be stored electronically and provided to the CITY in the form of a GIS geodatabase.

TASK SERIES 300 – GIS DATABASE PREPARATION AND DATA ENTRY

300. GIS Database Preparation and Data Entry. Based on the results of Task 200 ENGINEER shall develop, or modify the existing, GIS database structures and shapefiles for the purpose of mapping the data. Data to be mapped shall include:

- CCTV locations and data
- manhole inspection data
- smoke testing results and source locations

- dyed water testing results and source locations

Consultant shall meet with representatives of the CITY to review the completed mapping and databases at a Review Meeting to be held virtually via Microsoft Teams. The review meeting shall last one (1) hour and be attended by the Project Manager and one (1) Design Engineer. Consultant shall provide electronic files in shapefile or file geodatabase formats, as described above in Task Series 200, for the CITY's use.

TASK SERIES 400 – DATA ANALYSIS AND REHAB RECOMMENDATIONS

400. Data Analysis and Rehab Recommendations. Based on work completed in Tasks 200 and 300 ENGINEER shall perform analysis of the existing data to identify locations of inflow and infiltration; to quantify potential I&I volumes; identify assets based on condition assessment information that are candidates for rehabilitation or replacement. The results will be used to develop rehabilitation design plans that reduces I&I and align with the CITY's capital improvements budget in future phases.

ENGINEER shall deliver a draft report to the CITY in one (1) pdf format submitted to the CITY via thumb drive or email summarizing the available data as provided by the CITY, the results of the data analysis, the recommendations for rehabilitation or replacement, identification of data gaps and recommendations for additional data acquisition.

ENGINEER shall meet with representatives from the CITY to discuss the draft report and City comments. The review meeting shall be held virtually via Microsoft Teams and last up to two (2) hours. Project manager and one (1) design engineer shall attend from ENGINEER.

ENGINEER shall deliver a final report to the CITY in three (3) hardcopy and one (1) pdf formats.

ENGINEER shall be available to present the project and recommendations at a City Council meeting.

ASSUMPTIONS

- All assets selected for inspection will be made accessible to the Consultant.
- A Notice to Proceed will be received by the Consultant no later than February 29, 2024.

ADDITIONAL SERVICES

- Field investigations to resolve data discrepancies or acquire additional data beyond the hours provided for in Task 200.
- Survey services for acquisition of location and elevation information.
- Design services related to recommended improvements identified in Task 200 and/or Task 400.
- Services related to the modification of existing databases and/or creation of new databases for the purpose of future data collection.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Matthew Woodard, Director
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on purchasing a Vehicle-Mounted Utility Inspection System for filming inspections of the city's wastewater and stormwater lines.

BACKGROUND/SUMMARY:

CCTV Inspection Equipment

As of October 18, 2023, the City of Manor has 361,109.8 feet of Wastewater lines, 322,840.08 feet of gravity lines, and 38,269.72 feet of force mains, totaling 68.4 miles. Our engineering consultants, George Bulter & Associates (GBA), have indicated in their initial assessment, which does not include Manor Heights Phase 4 and Las Entradas N Section 3 developments, routine maintenance will need to be scheduled to handle the additional planned developments, adding to the city's sewer infrastructure maintenance on an annual basis. Wastewater lines are supposed to be inspected every five years per TCEQ regulations. This equipment will help locate our Inflow and Infiltration problems and any pipe failure with our wastewater mainlines. This equipment could also be used on storm drains as well, and we will budget in the future for attachments that will help navigate through storm drains with this equipment. Attached is the Sole Source letter for Patterson Equipment (Camera Equipment) and the TIPS USA 210907 quote from Silsbee Ford. All proceeds will be processed through Silsbee Ford. There was a difference of \$3,985.70 between what was budgeted, \$247,955.00, and the current quote of 251,940.70.

Closed Circuit Television equipment for pipeline inspections is a very important tool for any governmental agency or any entity that has underground pipes to maintain. This type of equipment helps with the asset management of sewer and stormwater systems.

There are many applications of CCTV Pipeline Inspection Equipment:

- Identifying Blockages
- Obstructions/Roots/Protruding Taps
- Detecting Structural Damages/Defects
- Pipe Conditions/Wear Points
- Locating Leaks in Pipes/Infiltration Points of Access
- Gathering Data/Footages for Future Repairs/Replacement

- Efficient Flow of Sewer/Stormwater in Pipes/Pipe Inclination Assessment
- Inspection of Lateral Lines/Taps into the Sewer Mainlines
- Ensuring Stormwater/Drainage Lines are Free of Debris/Obstructions
- Environmental Impact/Water Quality

The Subsite CCTV Equipment has the strongest cable on the market- a double steel armored single conductor system with 5400#lb pull strength for longer life and lower operating costs than other systems utilizing the multi-conductor style cables. Subsite offers Wheeled Steerable Transporters W/ Motorized lift system for raising the camera head remotely while conducting inspections if encountering a “Belly” in the pipe (Area Holding Water In Pipe) along with a rear camera eye for viewing while retrieving the camera/tractor back to the truck while in neutral. Subsite also manufactures Tread-Driven Transporters that are very useful in navigating severe off-sets in pipe joints or 6” lines that had been re-lined/cured-in-place.

Subsite also offers Storm Drain Tractors for 24” – 200” Pipeline Inspections and Lateral Launch Systems for Inspecting smaller customers’ lateral lines from the sewer mains without entering the client’s property. All Subsite equipment is interchangeable, utilizing the TrakStar Camera Pan/Tilt/Zoom that fits into all our Transporters, and all connect to the same bullet connector on the cable end. With local parts, inventory and experienced technicians, Patterson Equipment provides full sales and support for the Subsite CCTV technology.

TCEQ Requirement

[TITLE 30](#)

ENVIRONMENTAL QUALITY

[PART 1](#)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

[CHAPTER 213](#)

EDWARDS AQUIFER

[SUBCHAPTER A](#)

EDWARDS AQUIFER IN MEDINA, BEXAR, COMAL, KINNEY, UVALDE, HAYS, TRAVIS, AND WILLIAMSON COUNTIES

RULE §213.5

Required Edwards Aquifer Protection Plans, Notification, and Exemptions

(i) Testing of all sewage collection systems must be conducted every five years after being put into use. Any sewage collection system in place as of March 21, 1990 must have commenced and completed the first round of five-year testing. Every five years, existing sewage collection systems must be tested to determine types and locations of structural damage and defects such as offsets, open joints, or cracked or crushed lines that would allow exfiltration to occur. These test results must be certified by a Texas licensed professional engineer. The test results must be retained by the plan holder for five years and made available to the executive director upon request. The use of one of the following methods will satisfy the requirements for the five-year testing of existing sewer lines.

- I. In-place deflection testing must meet the requirements of §317.2(a)(4)(C) of this title. No pipe shall exceed a deflection rate of 5.0%.
- II. Internal line inspections, using a color television camera to verify that the lines are free of structural damage such as offsets, open joints, or cracked or crushed lines, that would allow exfiltration to occur, are acceptable. The use of black and white television equipment may be

used following demonstration to the executive director that an acceptable inspection can be performed as provided in subclause (IV) of this clause.

III. In-line smoke testing is acceptable only for the testing of private service laterals.

LEGAL REVIEW: No

FISCAL IMPACT: Yes, approved in FY23-24 Budget

PRESENTATION: No

ATTACHMENTS: Yes

- Authorized Dealer Letter Manor
- Vehicle Mounted Systems Brochure
- City of Manor E450 Van with Patterson Install Tips
- Estimate 4407 CCTV DISC

STAFF RECOMMENDATION:

It is the staff's recommendation that the City Council approve the purchase of the CCTV Inspection Equipment with Silsbee Ford in association with Patterson Equipment Company for an amount not to exceed \$251,940.70.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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To: City of Manor, TX

From: Chris Gambrell, Senior Dealer Development Specialist

Date: January 18, 2024

Subject: Patterson Equipment Authorized Subsite® Utility Inspection Dealer

To Whom It May Concern:

The Charles Machine Works, Inc. (CMW), located in Perry, Oklahoma, USA, is the manufacturer of Subsite® locating and inspection products. Subsite equipment is sold and serviced by our worldwide network of authorized dealers.

Patterson Equipment Company is the sole authorized dealer for the sales and service of Subsite Utility Inspection equipment for the entire states of Texas and Louisiana.

If you have any questions, please reach out to me.

Sincerely,

Chris Gambrell
Senior Dealer Development Specialist

Ditch Witch®

P.O. Box 66 // 1959 W Fir Ave // Perry, OK 73077-0066
(580) 336-4402 // (800) 654-6481 // www.ditchwitch.com

UTILITY INSPECTION SYSTEMS
subsite.com



Vehicle-Mounted Utility Inspection Systems

Vehicle-Mounted Utility Inspection Systems

HAVE EVERYTHING ON-SITE WITH VANS, HIGH CUBES AND TRAILERS.

For over 30 years, we have been designing and manufacturing high-performance, durable and easy-to-operate CCTV utility inspection systems for North America's leading municipalities and contractors. Our utility inspection vehicles are truly a cut above with their ergonomic layouts and superior hand-crafted cabinetry made from top-quality materials. Choose a turnkey, ready-to-survey, in-stock system or select from several options for your build-to-order unit.

General Features

- "Plug-and-play" compatibility with Subsite Electronics camera/transporter combinations.
- Sewer and stormwater configurations available.
- Power, safety lighting, air conditioning, and more.
- Extreme-duty cable reel with automatic cable level wind with heavy-duty, self-aligning sealed bearings.
- Single-conductor technology for significant cost and performance advantages over multi-conductor technology through interchangeability of components, backwards and forwards compatibility, and reduced downtime.

Subsite offers the following build-out options (gas, diesel and alternative power sources are available on most models).

- High Cube
- Sprinter Van
- Cargo Van
- Step Van
- Transit Van
- Trailers, ATVs & More

SinCon cable features a 5,400-pound breaking strength (versus 500 to 2,000 pounds for multi-conductor cable).

Options

- Smart workspaces
- Countertops
- Toolboxes
- Onboard bathrooms

Available Transporters/Cameras



Transporter: **Mighty Mini**
Cameras: **OmniStar Probe, 1306**



Transporter: **TranStar II**
Camera: **TrakStar II**



Transporter: **TranStar**
Camera: **TrakStar**



Transporter: **Lateral Launch**
Cameras: **Mainline, Lateral Line**



Transporter: **ProTrak**
Cameras: **TrakStar, TrakStar II**



Transporter: **Steerable Storm Drain**
Cameras: **TrakStar, TrakStar II**



**High Cube
Utility Inspection Vehicle**
(shown here)

Item 5.



	MIGHTY MINI	LATERAL LAUNCH	TRANSTAR II	TRANSTAR	PROTRAK	STORM DRAIN
PIPE SIZES	4" to 12"	6" to 24"	6" to 24"	6" to 30"	6" (relined) to 30"	24" and up
STEERABLE	–	–	✓	✓	–	✓
ELEVATOR	✓ (manual)	✓	✓	✓	–	✓
WEIGHT (w/o camera)	15 lbs	42.5 lbs	30 lbs	37.5 lbs	33 lbs	100 lbs
LENGTH (w/o camera)	11"	32"	14"	19"	27"	36"
SPEEDS (Forward/Reverse)	3/1/freewheel	3/1/freewheel	3/1/freewheel	3/1/freewheel	3/1/freewheel	3/1/freewheel
MOTOR/POWER	90W	90W	2 x 90W	2 x 90W	150W	125W

*The industry's **ONLY CABLE WARRANTY—5 YEARS***
*The industry's **ONLY 2-YEAR TRANSPORTER WARRANTY***

More Than 30 Years of Innovation.

Our inspection system technology traces its roots back three decades with many innovative “firsts” to the marketplace.

- First mainline color camera featuring internal lights.
- First U.S. manufacturer to build a true pan-and-tilt camera with tracking lights.
- First to manufacture cable reels that offer “electrical gear selection” and a true freewheeling cable drum.
- First tractor design to provide freewheeling for rapid return.
- First to design an electronic circuit to double tractor torque without increasing supply current.
- First to introduce a steerable storm drain tractor or large pipeline tractor.
- First U.S. company to design an explosion-proof camera and tractor approved for Class I Division I applications.
- First to design a universal tap-cutting control system for single-conductor camera systems.
- First to design single conductor laser and sonar profiling systems.
- First manufacturer to produce a single conductor panomorphoc camera system.

To find a Utility Inspection System dealer near you, visit subsite.com/find-a-dealer.

**PRODUCT PRICING SUMMARY****TIPS USA 210907 Automobiles****VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**End User: CITY OF MANORPrepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COMProduct Description: FORD E 450 PATTERSON EQUIPMENTDate: January 22, 2024

A. Bid Item: _____

A. Base Price: \$ **38,475.00****B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
		\$ 23,475.00			
	E450 GAS 7.3L				
Total of B. Published Options:					\$ 23,475.00

Published Option Discount (5%) \$ -

C. Unpublished Options

\$= 306.7 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - WHITE	
PATTERSON EQUIPMENT COMPANY	\$ 189,990.70	INTERIOR - JET BLACK CLOTH H1T	
Total of C. Unpublished Options:			\$ 189,990.70

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: _____ 0 miles

\$ -

H. Subtotal:

\$ 251,940.70

I. Quantity Ordered 1 x H =

\$ 251,940.70

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 251,940.70



PO Box 130367
The Woodlands, TX 77393
281-770-6714
jeff@pattersononequipment.net
www.pattersononequipment.net

Estimate

ADDRESS	SHIP TO	SHIP VIA	PEC Deliver	ESTIMATE	4407
City of Manor	City of Manor			DATE	01/22/2024
105 E. Eggleston St	547 Llano St			EXPIRATION	03/01/2024
Manor, TX 78653	Manor, TX 78653			DATE	

ACTIVITY	QTY	RATE	AMOUNT
MLS-HC Subsite Mainline System High Cube	1	89,196.46	89,196.46

With the following configuration::

Vehicle Type High Cube
Stock Unit None
Vehicle Supplied Factory
High Cube E450 Ford
Vehicle Model Year 2023\24
Engine 7.3L Gas
Axle Type Single
Axle GVWR 14,500
Box Size 16FT
Vehicle Layout Layout 1
Generator 7000 W
Generator Location Box Mounted
Air Conditioning 15,000 BTU
Wall Heater 1500 W
Office Size 8 FT
Office Flooring Lon Seal Tread
Office Room CabinetsBench Seat
Office Room CabinetsFile Cabinet
Office Room CabinetsOffice Upper
Office Room CabinetsPrinter Shelf
Office Room CabinetsRack Mount
Office Closet Yes
Equipment Room Size 8 FT
Equipment Room Flooring Lon Seal Tread
Equipment Room Cabinets Base/Water
Equipment Room Cabinets Upper
Equipment Closet Yes
Restroom None
Washdown Station 30 G W/Sink
Safety Lights Whelen Light Bar
Whelen Light Bar QTY 1
Body Strobe Light QTY 6
Body Strobe Locations Front
Body Strobe Locations Mid Body
Body Strobe Locations Rear
Mini Light Bar QTY 1
Mini Light Bar Location Front Center

Cylinder Strobe Light QTY 0
 Install Accessories 12V Spotlight
 Install Accessories Backup Alarm
 Install Accessories Backup Camera
 Install Accessories Equipment 12V Outlet
 Install Accessories First Aid Kit
 Install Accessories Folding Step Bumper
 Install Accessories Office 12V Outlet
 Install Accessories Office Chair
 Install Accessories Recharge Kit (less bottle)
 Install Accessories Safety Cone
 Install Accessories Safety Triangle
 Install Accessories Spare Parts Kit
 Install Accessories Towel/Glove Dispenser
 Install Accessories Vise
 Downhole Accessories Double DH Roller
 Downhole Accessories Grab Hook
 Downhole Accessories Lowering Crane
 Downhole Accessories Lowering Rope
 Downhole Accessories Manhole Hook
 Downhole Accessories Manhole Wing
 Downhole Accessories Top Manhole Roller
 Downhole Poles QTY 6
 Fire Extinguisher 2.5 lb
 Fire Extinguisher QTY1
 Fire Ext. Mounting Location Office
 Undermount Rear Drawer Curb Side
 Cable Guide Std
 Locator No
 Software Type Pipetech
 Computer Replacement for Pipetech None
 Inspection Software Professional
 Software Support Yes
 Asset Management No
 Computer Type Rackmount
 Video Capture Devices None
 Computer Monitor 22" Dual
 Printer Ink Jet
 Video Monitor 19" Rear Wall Mount
 Replacement/Demo Dongles None
 Software Training None

867-32534	1	2,450.25	2,450.25
ASSY,SKY CRANE 3,STEP VAN-HI CUBE			
702-37815-1	1	945.36	945.36
ENCODER,MPEG,DUAL CHANNEL,SENSORAY MODEL			
867-37155	1	1,169.37	1,169.37
ASSY,OVERLAY/VID RESTORE,BOB-4E,NTSC,120			
863-37447	1	1,524.35	1,524.35
ASSY,CNTRLR,AUX,ZOOM CAMERA,DE			
863-39256	1	1,498.36	1,498.36
ASSY,CNTRLR,WIRELESS,PS2,5 PIN MALE PLUG			
MLC	1	8,579.85	8,579.85
MAINLINE SYSTEM CONTROLLER			
With the following configuration:			
Voltage 110V/60Hz			
MLR	1	24,678.00	24,678.00

MAINLINE REEL

With the following configuration:

Reel Type Sincon

Cable Quantity 1500FT

Cable Counter Imperial

Cable Auto Payout No

High Torque No

Reel Accessories Drip Pan

Reel Accessories Shelf

Transtar	1	32,458.00	32,458.00
TRANSTAR			
With the following configuration:			
Elevator Yes			
Transport Acc1/4 Spacer Kit			
Transport Acc6" Pneumatic			
Transport Acc8" Pneumatic			
Transport AccAccessory Kit With Elevator			
Transport AccBalloon Knobby			
Transport AccFloor Mounting Bracket			
Transport AccGear Reduction			
Transport AccHigh Traction Caster TS			
Transport AccMega Trak Kit			
Transport AccPole Lift			
Transport AccSonde 512hz			
Transport AccStudded High Traction Caster			
Transport AccStudded Knobby			
TRAKSTAR	1	19,255.00	19,255.00
TRAKSTAR CAMERA			
With the following configuration:			
Camera Connection Type 4 Pin			
Vertical Pan No			
Inclination No			
Laser Crack Measurement No			
607-44070	1	61,950.00	61,950.00
VEHICLE,HC,16',GAS 7.3L,FORD,E450,2023\24			
Freight	1	4,250.00	4,250.00
032-05102-01	1	13,985.70	13,985.70
Subsite ProTrak Tread Crawler			
6" Pipe Kit			
Vehicle Mounting Kit			
Accessories Kit			
PEC Discount	1	-10,000.00	-10,000.00
PEC / SUBSITE DISCOUNT			
OFF CCTV TRUCK			

TOTAL

\$251,940.70

Accepted By

Accepted Date



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on allocating funds for the City of Manor event – The Mayor’s Ball.

BACKGROUND/SUMMARY:

The City of Manor has seen an increase in the number of charitable service activities that have included community members and non-profit organizations working to fill a need responding to natural disaster incidents and winter weather events to providing families with needed resources during the holiday seasons. In consideration to establish an annual event where the Mayor and City Council would recognize and honor our local residents, volunteers, city staff, community partners, and businesses for their contributions in making the City of Manor a great place to live, work, and invest their time and resources. Improving the quality of life for our residents and celebrating their successes on an annual basis is the key to building inclusion and continued public engagement and volunteerism. We have an opportunity to leverage corporate sponsorships with our Community Programs and Employee Recognition allocations in establishing this annual event. As the community continues to grow and maintains a sense of community pride and public engagement, it is important for the governing body to highlight our successes and recognize the individuals and organizations that help achieve our goals and milestones for the year.

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

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the allocation of funds from the Community Programs Fund in the amount of \$25,000 and direct the City Administration to include the Mayor’s Ball as a yearly city recognition event for the City of Manor.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on waiving Building and Development related fees for Travis County Emergency Services District 12 Fire Station located at 12701 US Hwy 290.

BACKGROUND/SUMMARY:

TCESD 12 has proposed constructing a new 23,417 square-foot central station at 12701 US Hwy 290. As a public safety governmental entity, they are requesting their development fees to be waived. They've currently paid \$602 for site development permit fees and their current estimated building permit fee is \$18,791. There would likely be \$500 - \$1,000 in additional site development fees. If the waiver is approved, the \$602 already paid can be refunded.

They are connecting to our wastewater system, and impact fees cannot be waived, so that is not included, but their wastewater tap fee of \$750 can be waived and is included. Their estimated wastewater impact fee (based on a 1"5 water meter with Manville) is \$35,967.50. If the City Council also desires to waive this fee, a separate agreement would need to be approved, and the City would have to reimburse our impact fee fund in that amount from our general fund since impact fees are always paid, except by the school district who is specifically exempted under state law.

When ESD 12 constructed their administration building at 11200 Gregg Lane the City Council at the March 7, 2018, meeting approved the same fee waiver for the development and building permit fees for that project. That project is not served by city water or wastewater, so it did not include impact fees.

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

- Fee waiver request
- Site layout

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve waiving Building and Development Related Fees for Travis County Emergency Services District 12 Fire Station located at 12701 US Hwy 290.

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



Travis County Emergency Services District No.12

Administration Office

Ryan Smith, Fire Chief

11200 Gregg Ln. • PO Box 846
Manor, Texas 78653
O: 512-272-4502 • F: 512-428-5114

City of Manor
Mayor Christopher Harvey
105 E Eggleston St.
Manor, TX 78653

01/11/2024

Re: Construction fees for the Travis County Emergency Services District 12 Fire Station, 12701 E US 290

Dear Mayor Harvey,

I am writing on behalf of Travis County Emergency Services District 12 to formally request the waiving of permitting fees associated with the construction of our new fire station located at 12701 E US 290, Manor, TX.

As you are aware, Travis County Emergency Services District 12 is an integral part of the City of Manor, dedicated to ensuring the safety and well-being of our community. The construction of a new fire station is a crucial step in enhancing our emergency response capabilities, allowing us to better serve and protect the residents and businesses in our jurisdiction.

While we are committed to adhering to all necessary regulations and requirements, we would like to kindly request the city's support in waiving permitting fees for this project per the City of Manors Code of Ordinances, Ch 3, Building Regulations, Article 3.01 General Provisions, Section 3.01.005(b) Fees. The allocation of these funds towards the construction and outfitting of the new fire station would significantly contribute to the overall success and efficiency of our emergency services to the city.

We believe that this investment in public safety infrastructure not only benefits the immediate community but also contributes to the city's long-term growth and development. By alleviating the financial burden associated with permitting fees, the city can play a vital role in ensuring the timely completion of this community project.

We understand the importance of fiscal responsibility and are grateful for the city's ongoing support. Your consideration of our request is highly appreciated, and we look forward to continuing our collaborative efforts to enhance the safety and well-being of the City of Manor.

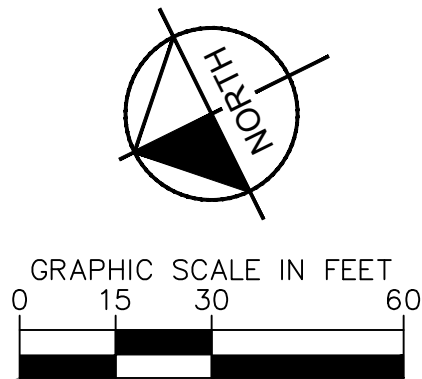
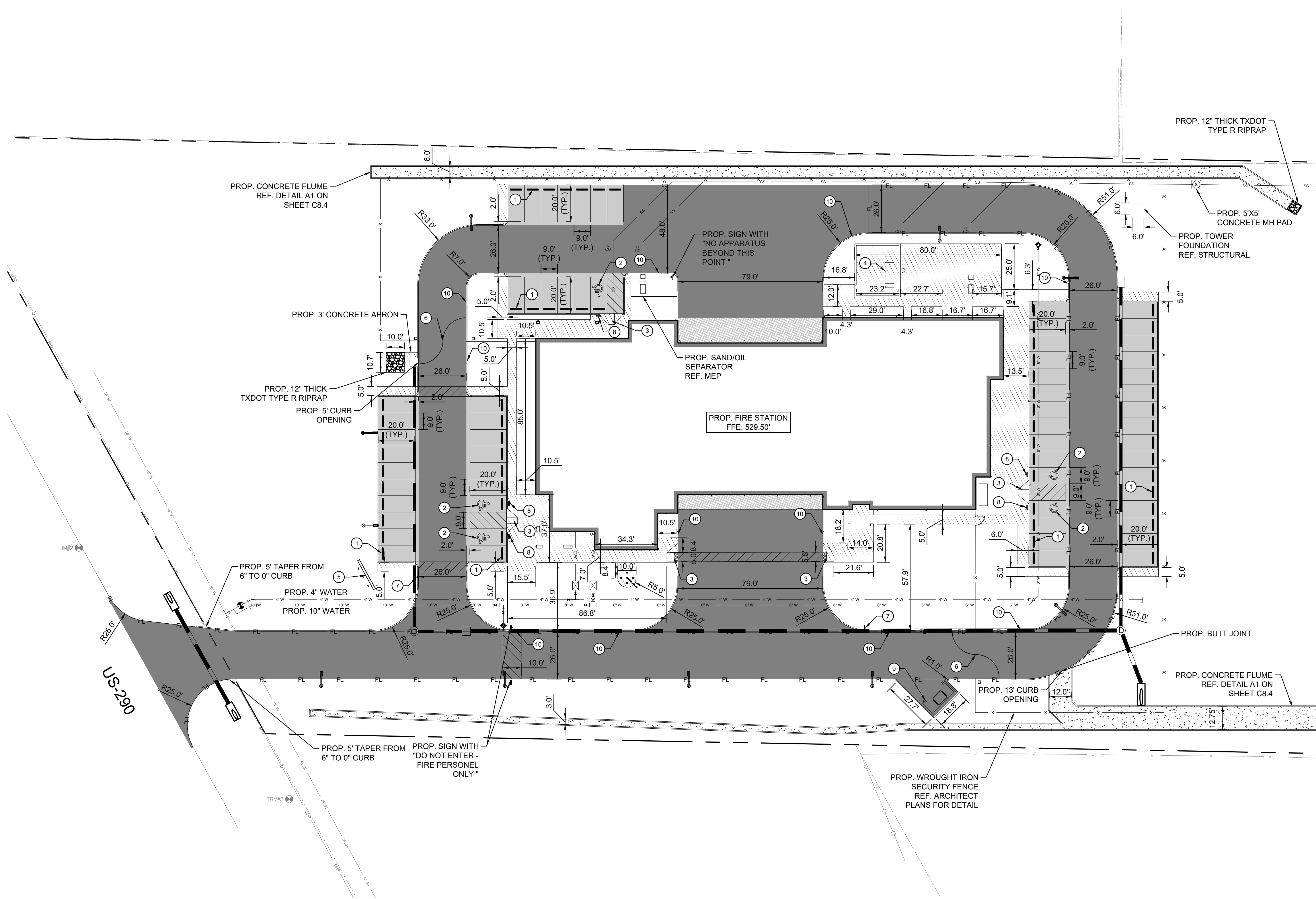
Thank you for your time and attention to this matter. We eagerly await your response, and a representative of the fire department would be available to discuss this request in more detail.

Sincerely,

A handwritten signature in blue ink, appearing to read "RS Smith", with a date "1/11/24" written to the right.

Ryan Smith, Fire Chief
Travis County Emergency Services District 12

Plotted By: Groff, Michael Sheet Set: KHA Layout: SITE PLAN December 04, 2023 04:58:18pm K:\cst_civil\066082207 - travis 12 fire station\CAD\PlanSheets\C-SITE.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any information or design without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND	
	PROPERTY LINE
	PROP. HEAVY DUTY CONC. PAVEMENT REF. DETAIL ON THIS SHEET
	PROP. LIGHT DUTY CONC. PAVEMENT REF. DETAIL ON THIS SHEET
	PROP. SIDEWALK
	PROP. STRUCTURAL CONC.
	PROPOSED 6" CURB
	PROPOSED WROUGHT IRON SECURITY FENCE
	PROP. ASPHALT REPLACEMENT
	PROP. CONCRETE CHANNEL
	EXISTING EDGE OF ASPHALT
	PROP. FIRE LANE STRIPING

- NOTES**
- ALL CURB RADII ARE 3' OR 10' UNLESS OTHERWISE NOTED.
 - ALL PROPOSED PAVEMENT AREAS SHALL BE PROOF ROLLED AND ANY WEAK OR SOFT AREAS SHALL BE REMOVED AND REPLACED WITH COMPACTED ROADWAY FILL.
 - FILL SHALL BE APPROVED BY ONSITE MATERIALS TESTING REPRESENTATIVE.
 - COMPACTION CHARACTERISTICS OF SUBGRADE AND ALL FILL SHALL BE PERFORMED ON AN AVERAGE RATE OF ONE (1) TEST FOR EVERY 300 LINEAR FEET OF CIRCULATION LANE OR EVERY 5,000 SQUARE FEET OF PAVEMENT AREA, WHICHEVER WOULD PRODUCE THE GREATEST FREQUENCY.
 - PRIOR TO PLACING PAVEMENT, CONTRACTOR SHALL REFER TO SITE LIGHTNING PLAN AND IRRIGATION PLAN FOR LOCATION OF UNDERGROUND CONDUITS AND SLEEVES.
 - PRIOR TO PLACING PAVEMENT, CONTRACTOR SHALL FIELD VERIFY THAT SLOPE IN ALL ACCESSIBLE PARKING AREAS (INCLUDING ADJACENT LOADING AREAS) SHALL NOT EXCEED 2% AND SLOPE ON SIDEWALKS AND WALKWAYS DOES NOT EXCEED A 2% CROSS SLOPE AND A 5% SLOPE IN THE DIRECTION OF TRAVEL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
 - ALL SIDEWALK, CURB AND GUTTER, STREET PAVING, CURB CUTS, DRIVEWAY APPROACHES, ACCESSIBLE RAMPS, ETC. CONSTRUCTED OUTSIDE PROPERTY LINE IN THE RIGHT-OF-WAY SHALL CONFORM TO ALL MUNICIPAL AND/OR STATE SPECIFICATIONS AND REQUIREMENTS. FOR AREAS OUTSIDE THE PROPERTY LINES, REPAIR AND REPLACE ALL DAMAGE DONE TO EXISTING ELEMENTS (SIDEWALKS, PAVING, LANDSCAPING, ETC.) AS REQUIRED BY OWNERS AND/OR GOVERNING AUTHORITY.
 - ALL DIMENSIONS REFER TO THE FACE OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO ORDERING MATERIALS AND STARTING WORK, AND NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
 - CONTRACTOR SHALL ENSURE CLEAN JOINTS AND PROTECT PAVEMENT WHEREVER PROPOSED PAVEMENT MATCHES EXISTING PAVEMENT.
 - REFER TO ARCHITECTURAL PLANS FOR SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
 - REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS. IF DEMOLITION AND OR CONSTRUCTION ON SITE WILL INTERFERE WITH ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING TXDOT-APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY ALSO BE NECESSARY.
 - IRRIGATION SYSTEM MUST BE PROTECTED BY A PRESSURE VACUUM BREAKER, A REDUCED PRESSURE PRINCIPLE BACKFLOW DEVICE, OR A DOUBLE CHECK BACK FLOW DEVICE. CONTRACTOR SHALL INSTALL BLUE REFLECTIVE PAVEMENT MARKER ON TOP OF CURB DIRECTLY IN FRONT OF FIRE HYDRANT.
 - LANDSCAPE AREAS ADJACENT TO 6" CURB SHALL BE 2" BELOW TOP OF CURB. CONTRACTOR TO ENSURE POSITIVE DRAINAGE OUT OF LANDSCAPE AREAS.

KEY NOTES	
① PROPOSED WHEELSTOP	⑦ PROPOSED GATE CONTROLS REFERENCE ARCHITECT PLANS
② PROPOSED ADA PARKING SPOT	⑧ PROPOSED HANDICAP PARKING SIGN
③ PROPOSED ADA RAMP	⑨ PROPOSED DUMPSTER ENCLOSURE REFERENCE ARCHITECT PLANS
④ PROPOSED GENERATOR REFERENCE ARCHITECT PLANS	⑩ PROPOSED 18" CURB CUT REF. DETAIL SHEET C8.5
⑤ PROPOSED MONUMENT SIGN REFERENCE ARCHITECT PLANS	
⑥ PROPOSED GATE REFERENCE ARCHITECT PLANS	




**Know what's below.
Call before you dig.**


CAUTION!!

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

Item 7.	B
REVISIONS	No.
DATE	



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TEXAS REGISTERED ENGINEERING FIRM F-928
2800 SOUTH TEXAS AVENUE, SUITE 201
DALLAS, TEXAS 75226
PHONE: 972-395-9595
WWW.KIMLEY-HORN.COM



ANIE G. BRISCOE
144104
LICENSED PROFESSIONAL ENGINEER
CIVIL

KHA PROJECT	066082207
DATE	DECEMBER 2023
SCALE	AS SHOWN
DESIGNED BY	AGB
DRAWN BY	MLG
CHECKED BY	AGB

SITE PLAN

TRAVIS COUNTY
ESD 12
PREPARED FOR
CITY OF MANOR
MANOR, TEXAS

SHEET NUMBER
C1.1



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

BACKGROUND/SUMMARY:

This is a voluntary annexation request being made by the property owner. The resolution accepting the annexation petition was approved by the City Council at the December 6, 2023, meeting. The request to annex this approximately 1-acre tract came out of the 380 Incentive Agreement and Development Agreement for the Manor Commons Phase 3 project. The majority of the 33-acre tract is already within the city limits, but this 1-acre tract remained outside, and for contiguity purposes, it was requested to be annexed in the agreement, and as such, the property owner filed to have the tract annexed. The existing fireworks stand on the property is permitted to remain until December 31, 2024, by the Development Agreement.

First reading was approved by the City Council on January 3, 2024

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

- Ordinance No. 729
- Petition
- Property Description

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the second and final reading of Ordinance No. 729 annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

ORDINANCE NO. 729

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 0.98 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, TEXAS INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with *Tex. Loc. Gov't Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't Code*;

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

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

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

SECTION 2. All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 4.004 acres of land, more or less, said tract being all of Lots 1 and 2, Block 3, Manor Commercial Park, a subdivision of record in Volume 87, Page 167-B of the Official Public Records of Travis County, Texas; said 4.004 acre tract being more particularly described in Exhibit "A."

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 6. That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex Gov't Code*.

PASSED AND APPROVED FIRST READING on this the 3rd day of January 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of February 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

**Exhibit “A”
Subject Property Description
+/- 0.98 Acres**

HOLT CARSON, INCORPORATED

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
Texas Licensed Surveying Firm Registration No. 10050700
e-mail: survey@hciaustin.com

October 28, 2023

FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING FOR REFERENCE at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified as "Tract Five" as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

THENCE with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **S 62 deg. 16'52" E 72.63 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

0.98 Acre

End of Page 1 of 2

0.98 Acre
Page 2 of 2

- 2.) S 12 deg. 04'31"W 347.04 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner of the herein described tract;

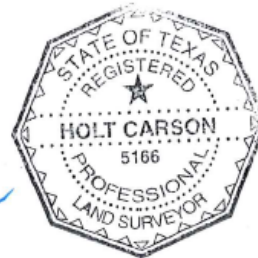
THENCE with the North right-of-way line of U.S. Highway 290 and with the South line of said (0.98 acre) Timmermann tract, S 87 deg. 12'05" W 101.08 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, S 87 deg. 12'05"W 442.22 ft. (direct tie) ;

THENCE leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) N 13 deg. 22'55" W 120.54 ft. to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";
2.) N 27 deg. 44'25" E 294.68 ft. to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson
Registered Professional Land Surveyor No. 5166
Reference Map: A 1130016



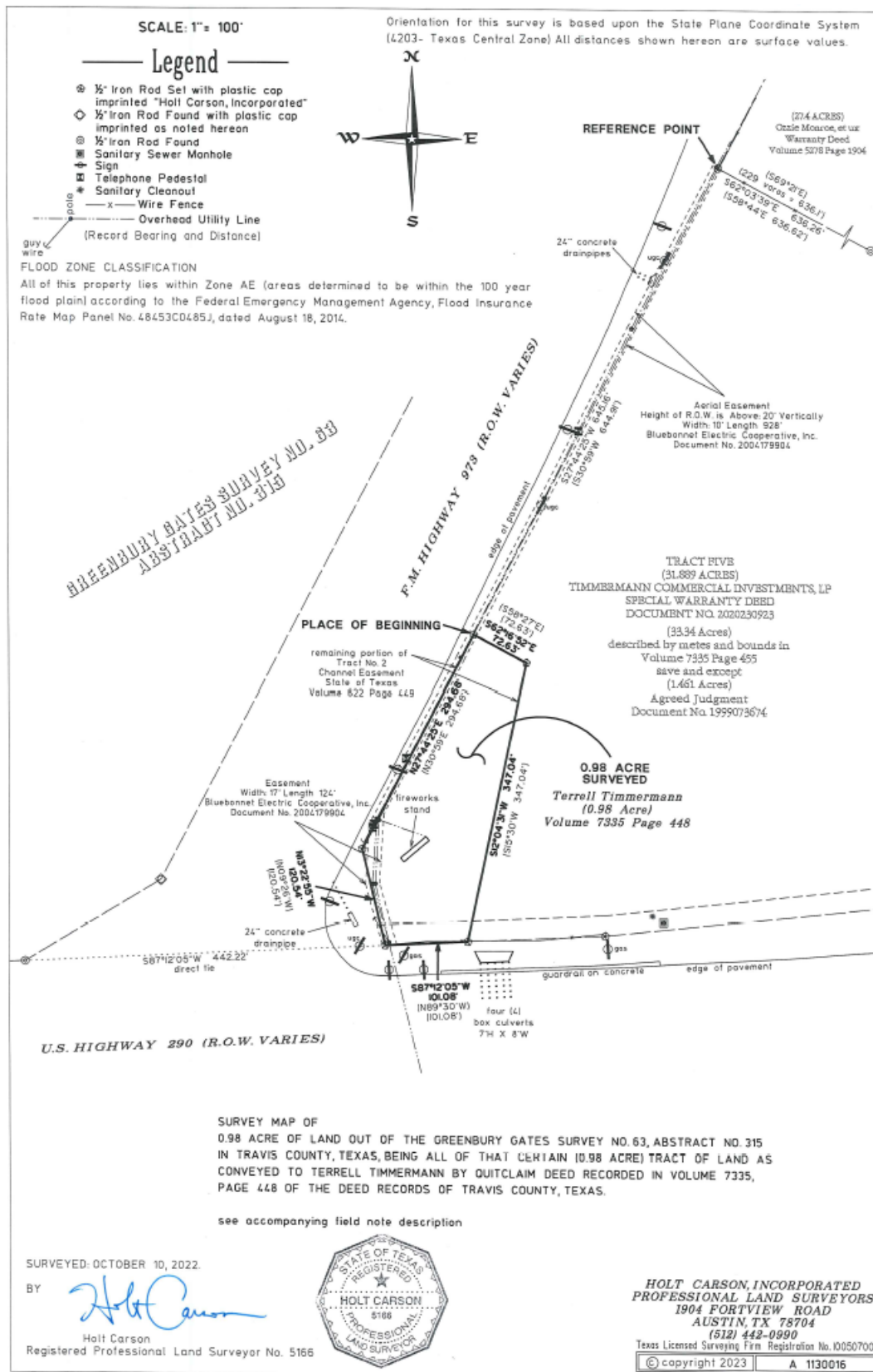


Exhibit “B”
AGREEMENT REGARDING POST-ANNEXATION
PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

ANNEXATION PETITION

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

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

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "Subject Property");

WHEREAS, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), to obtain the benefits of City services to the Subject Property by the City;

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

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, the undersigned agrees and consents to the voluntary annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW, THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being .98 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Services Agreement, attached hereto as Exhibit "B," (proposed to be applicable to and adopted for the subject property) and that such "draft" Services Agreement is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the voluntary annexation and preparation of a final Services Agreement and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Services Agreement.

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

Petitioner: Geraldine Timmermann, an individual residing in Texas

By: Barth Timmermann, Acting under Power of Attorney

Name Barth Timmermann

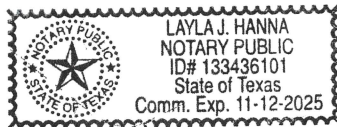
Title: Power of Attorney

STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this 20th day of September, 2023 personally appeared Barth Timmermann, acting under Power of Attorney for Geraldine Timmermann, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of September, 2023

(SEAL)



[Signature]
Notary Public-State of Texas

FILED, this 28th day of September, 2023, with the City Secretary of the City of Manor, Travis County, Texas.

Attest:

[Signature]
Lluvia T. Almaraz, TRMC
City Secretary



EXHIBIT "A" TO ANNEXATION PETITION PROPERTY DESCRIPTION

QUITCLAIM DEED

NAR-9-81B 939 • 9.00

900
2-52-2573

THE STATE or TEXAS 1

1 KNOW ALL MEN BY THESE PRESENTS :

COUNTY or TRAVIS 1

That I, Jessie Lee Bell Fowler, a widow, of Bastrop County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by Terrell Timerman, of Travis County, Texas, receipt of which is hereby acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM unto Terrell Timerman ail of my right, title and interest in and to the following described real property situated in Travis County, Texas, to-wit:

0.98 of an acre of land out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, being more particularly described by metes and bounds in field note description attached hereto marked Exhibit 'A' and incorporated herein for all pertinent purposes.

TO HAVE AND TO HOLD all of my said right, title and interest in and to the above described property and premises unto the said Terrell Timerman, his heirs and assigns forever, so that neither I nor my heirs, legal representatives or assigns shall at any time hereafter have, claim or any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

EXECUTED this the 6th day of March, 1981.

Jessie Lee Bell Fowler
Jessie Lee Bell Fowler

7005.1.

Travis County, Tex
11

DEED RECORDS

THE STATE or TEXAS 1

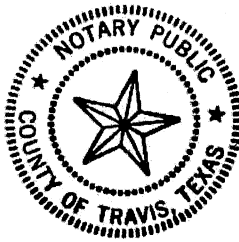
COUNTY OF TRAVIS 1

2-52-2574

BEFORE ME, the undersigned Authority, on this day personally appeared
 Jessie Lee Bell Fowler, known to me to be the person whose name is subscribed
 to the foregoing instrument, and acknowledged to me that she executed the same
 for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND

AND SEAL OF



Notary _____
 this _____
 of March, 1981.

n an or T v

County,
TexasOFFICE on
the 6th day

ELIZABETH A. BYRNE, Notary Public in Travis County, Texas
 My Commission Expires November 14, 1981

NOTARY SO'

73351.

TUE RIPPY SVRVF.VINGCOMP
 r.o. DOX11111

CLINTON'S RIPPY
CLINTON L. RIPPY
REGISTERED PUBLIC ACCOUNTANT

N. TAAH TAYO!
AUÄTN. 020-0113

December 23, 1980

Field Notes describing a tract of land containing 0.98 of an acre out of and a part of the Greenbury Gates Survey No. 63, situated in Travis County, Texas, said 0.93 acre tract being more particularly described as being a portion of that certain tract of land conveyed to Cecile Hague by deed of record in Volume 560 Page 7 of the Travis County, Texas Deed Records, said 0.98 acre tract being further described as? being a portion of that certain channel easement described as tract No. 2 in an easement from Cecile W. Hague to the State Of Texas, dated July 27, 1939, and found of record in Volume

622, Page 449 of the Travis County, Texas Deed Records, said 0.98 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a concrete right-of-way marker found at the northeast corner intersection of U. S. Highway No. 290 and Farm to-Market Road No. 973 for the southwest corner of the tract herein described, said point also being at the northwest corner of that certain tract of land described as 4.959 acres in a deed of record in Volume 3269, Page 1645 of the Travis County, Texas Deed Records ;

~~THENCE with the east right-of-way line of said F. M. 973 the following two~~
(2) courses;

- i. N 09 ° -26' W 120.54 feet to a concrete right-of-way marker . found ;
2. N 30 ° -59' E 294.68 feet to a point in the north line of the above said channel easement for the northwest corner of the tract herein described;

THENCE leaving said F. M. 973 and with the north line of said easement S 58 ° -27' E 72.63 feet to a point at the northeast corner of said easement for the northeast corner of the 0.98 acre tract herein described;

THENCE the east line of said easement S 15 ° -30' W 347.04 feet to a point in the present north right-of-way line of the above said U. S. Highway No. 290 for the southeast corner of the 0.98 acre tract herein described;

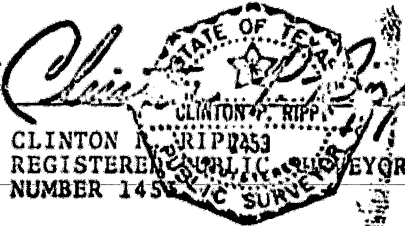
Con't.

Exhibit "A" Page 1

THENCE with the present north right-of-way line of said highway, same being the north line of the above said 4.959 acre tract, N 89 ° -30' W 101.08 feet to the place of BEGINNING containing 0.98 of an acre of land.

I hereby certify that the foregoing notes w;c; c compiled partially from surveys made on the ground and wore partially computed, they are true and correct to the best of my ability, this the 23rd day of December, 1981.

2-52-2576



FILED

MAR 9 3 46 PM '81

Doris H. Hughes
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Exhibit

Page 2

STATE OF TEXAS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me, and was duly
recorded, in the Volume and Page of the record indexes
of Travis County, Texas, as stamped herein by me, on



MAR 9 1981

Doris H. Hughes
COUNTY CLERK
TRAVIS COUNTY, TEXAS

7355

*151

**EXHIBIT "B" TO ANNEXATION PETITION
DRAFT SERVICE AGREEMENT
[FOLLOWS THIS PAGE]**

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

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and Geraldine Timmermann, an individual residing in Texas ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

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

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

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

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

[signature pages follow]

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

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER(S):

Geraldine Timmermann, an individual residing in Texas

By: Barth Timmermann,
Acting under Power of Attorney

Name (print): Barth Timmermann

Title: Power of Attorney

Date: 9/20/23

SCALE: 1" = 100'

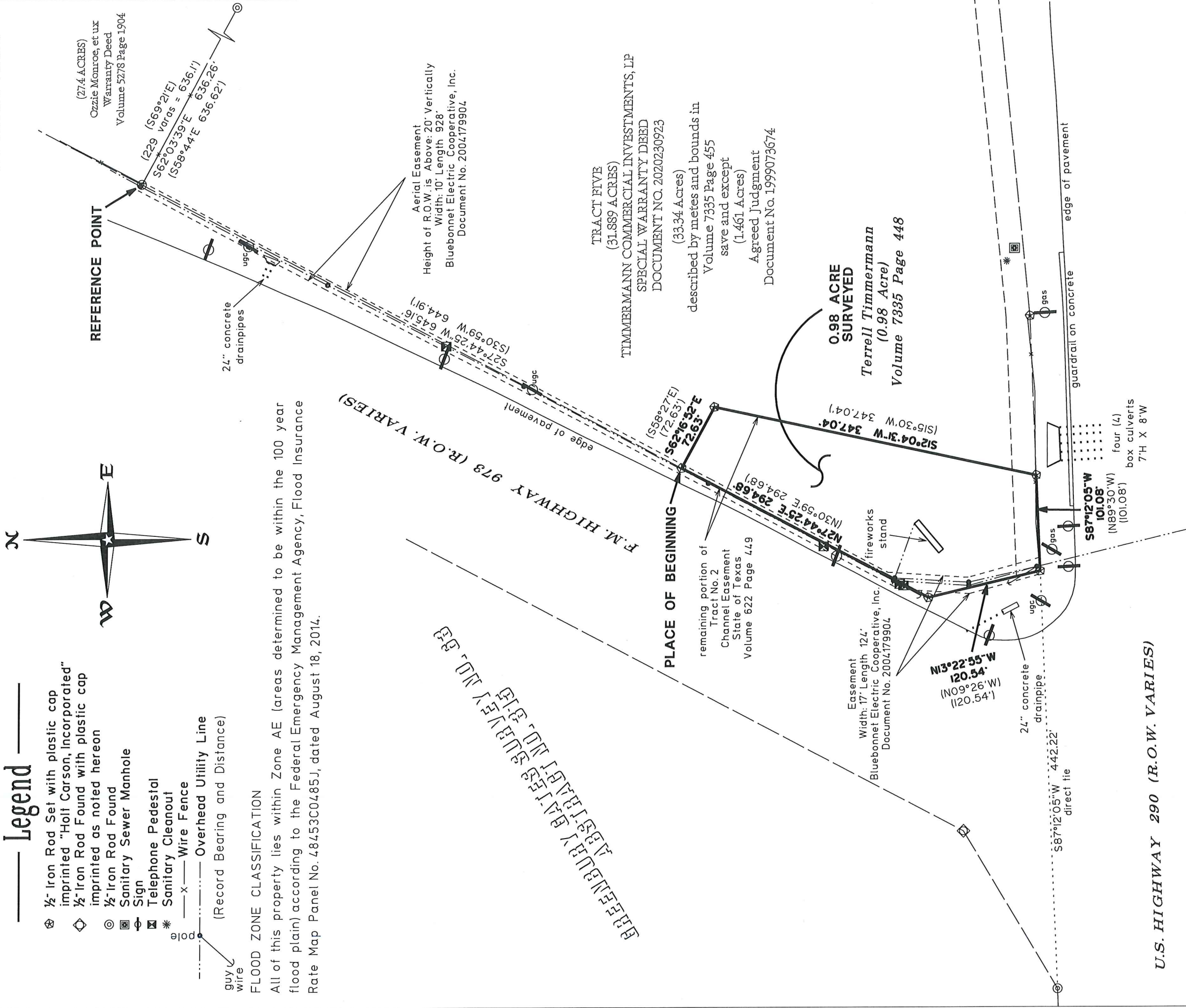
Legend

- 1/2" Iron Rod Set with plastic cap imprinted "Holt Carson, Incorporated"
- 1/2" Iron Rod Found with plastic cap imprinted as noted hereon
- 1/2" Iron Rod Found
- Sanitary Sewer Manhole
- Sign
- Telephone Pedestal
- Sanitary Cleanout
- Wire Fence
- Overhead Utility Line
- (Record Bearing and Distance)

FLOOD ZONE CLASSIFICATION

All of this property lies within Zone AE (areas determined to be within the 100 year flood plain) according to the Federal Emergency Management Agency, Flood Insurance Rate Map Panel No. 48453C0485J, dated August 18, 2014.

Orientation for this survey is based upon the State Plane Coordinate System (4203- Texas Central Zone) All distances shown hereon are surface values.



U.S. HIGHWAY 290 (R.O.W. VARIES)

SURVEY MAP OF

0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

see accompanying field note description

SURVEYED: OCTOBER 10, 2022.

BY

Holt Carson

Holt Carson
Registered Professional Land Surveyor No. 5166



HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

Texas Licensed Surveying Firm Registration No. 100

© copyright 2023

A 1130016

Item 8.

HOLT CARSON, INCORPORATED

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

e-mail: survey@hciaustin.com

October 28, 2023

FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING FOR REFERENCE at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified as "Tract Five" as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

THENCE with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) S 62 deg. 16'52" E 72.63 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

0.98 Acre

End of Page 1 of 2

0.98 Acre
Page 2 of 2

- 2.) **S 12 deg. 04'31"W 347.04 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner of the herein described tract;

THENCE with the North right-of-way line of U.S. Highway 290 and with the South line of said (0.98 acre) Timmermann tract, **S 87 deg. 12'05" W 101.08 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, **S 87 deg. 12'05"W 442.22 ft.** (direct tie) ;

THENCE leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";
- 2.) **N 27 deg. 44'25" E 294.68 ft.** to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson
Registered Professional Land Surveyor No. 5166
Reference Map: A 1130016



ORDINANCE NO. 730**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

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

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

ORDINANCE NO. 730

Page 2

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

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of February 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Legal Description:

FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING FOR REFERENCE at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified as “Tract Five” as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann “Tract Five” bears, S 62 deg. 03’39” E 636.26 ft.;

THENCE with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann “Tract Five” S 27 deg. 44’25” W 645.16 ft. to a ½" iron rod with a plastic cap imprinted “Holt Carson, Incorporated” set at an angle corner of said (31.889 acre) Timmermann “Tract Five”, same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann “Tract Five” and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **S 62 deg. 16’52” E 72.63 ft.** to a ½" iron rod with a plastic cap imprinted “Holt Carson, Incorporated” set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

- 2.) **S 12 deg. 04'31"W 347.04 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner of the herein described tract;

THENCE with the North right-of-way line of U.S. Highway 290 and with the South line of said (0.98 acre) Timmermann tract, **S 87 deg. 12'05" W 101.08 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, **S 87 deg. 12'05"W 442.22 ft.** (direct tie) ;

THENCE leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";
- 2.) **N 27 deg. 44'25" E 294.68 ft.** to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson
Registered Professional Land Surveyor No. 5166
Reference Map: A 1130016



September 20, 2023

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

RE: Letter of Intent to Rezone 0.98 acres in Manor, TX

To whom it may concern,

Our intention with this application is to re-zone the land described in the Metes and Bounds attached to this application from Agricultural use to C-2 Commercial Zoning to be consistent with the adjacent tract (31.889 acres owned by Timmermann Commercial Investments, LP). The combined tracts (32.8690 total acres) are included in a Development Agreement with the City of Manor dated July 18, 2023.

Signed: Barth Timmermann

Name (printed): Barth Timmermann



Title: Power of Attorney for Geraldine Timmermann

Date: 9/20/23

Lot rezoning



Paige Bacon


To  Michael Burrell Follow up. Start by Thursday, November 30, 2023. Due by Thursday, November 30, 2023.

Start your reply all with:

Thank you for your confirmation.

Great, thanks for letting me know!

Thank you!

 [Feedback](#) Reply Reply All Forward

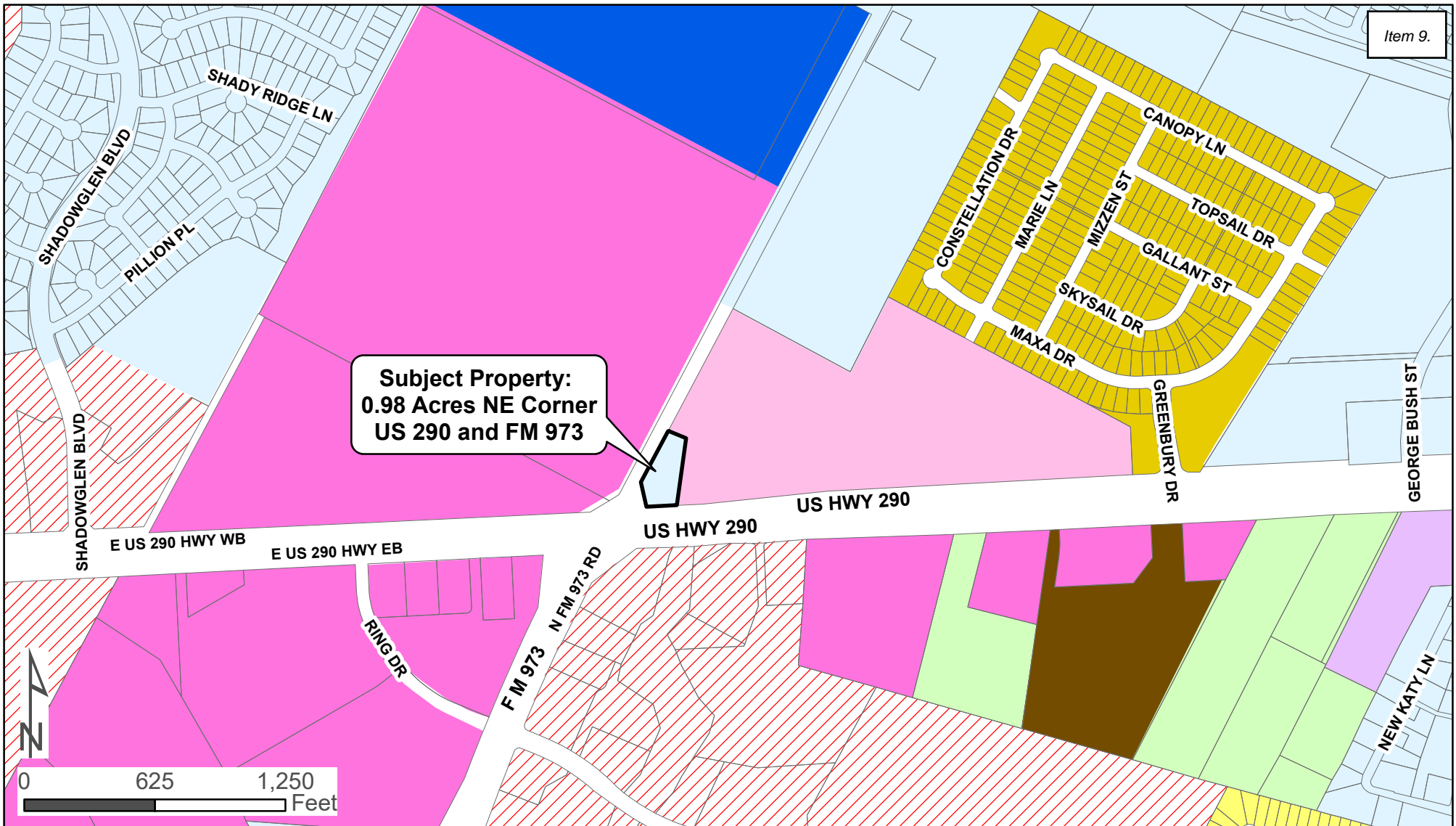
Thu 11/30/2023 12:49 PM

Michael- I got your voicemail regarding the zoning request for the 1 acre lot at the corner of 290 & 973. A C-1 zoning consistent with the adjacent tract will work fine. Thank you for checking.

Paige Bacon

Director of Finance & Projects

August Fields LP & Greenview Development Corp.



Current:
ETJ

Proposed:
C-1 Light Commercial

Zone

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

Aerial Image

Write a description for your map.

Legend

Item 9.





12/27/23

City of Manor Development Services

Notification for a Rezoning Application

Project Name: Manor Commons Phase 3
 Case Number: 2023-P-1581-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting Regularly Scheduled meetings for the purpose of considering and acting upon a Rezoning Application for Manor Commons Phase 3 located at Northeast corner of US 290 and FM 973, Manor, TX from (A) agriculture to (C-1) light commercial. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for Manor Commons Phase 3, one (1) for lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.

Applicant: Greenview Development Corp
Owner: Timmerman Commercial Investments LP

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

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

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

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

Mailing Labels

Timmermann Commercial Investments, LP
Attn: Barth Timmermann
501 Vale Street
Austin, Texas 78746

Greenview Development 973, LP
Attn: Barth Timmermann
501 Vale Street
Austin, Texas 78746

Butler Family Partnership Ltd
PO BOX 9190
AUSTIN TX 78766-9190

13100 FM 973 Inc.
10095 US Highway 290 E
Manor TX 78653-0539



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 7, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on entering into a service agreement with Atchley & Associates for performing an audit and accounting assistance services of the financial statements of the City of Manor.

BACKGROUND/SUMMARY:

The City Council is being requested to authorize the services of Atchley & Associates to audit the city's financial statements for fiscal year October 1, 2022-through September 30, 2023, which comprise governmental activities, business-type activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information. The firm will review the basic financial statements, and the required supplementary information of the statement of revenue, expenditures, and changes in fund balances – budget and actual, related notes, the schedule of changes in the City's net pension asset/liability and related ratios – last ten years (unaudited), and the Texas municipal retirement system, and schedule of funding progress (unaudited).

The objective of an annual audit is to obtain reasonable assurances about whether the city's financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes the firm's opinion. Reasonable assurances are a high level of assurance but are not absolute assurance and, therefore, are not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The firm will conduct the city's audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, they will exercise professional judgment and maintain professional skepticism throughout the audit. They will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for their opinion.
- Consider the city's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the city's

internal control. The firm will communicate to the governing body in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the city's ability to continue as a going concern for a reasonable period of time.

There will be some inherent limitations of the audit and the firm will utilize best auditing practices to help identify the inherent limitations of controls. With the proper review of the city's checks and balance protocols being utilized, the goal is to identify some unavoidable risks, in which some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with GAAS regulations.

Atchley & Associates will also provide accounting services for the city. They will perform the following services:

1. The firm will instruct the accounting staff in the proper maintenance of the city's books and records.
2. The firm will assist the accounting staff at year end to prepare the GASB 34 entries and the related schedules.
3. The firm will assist the accounting staff at year end to prepare the GASB 68 entries and the related schedules.
4. The firm will assist the accounting staff at year end to prepare the GASB 75 entries and the related schedules.
5. The firm will assist the accounting staff at year end to implement GASB 84 entries and the related schedules.
6. The firm will assist the accounting staff at year end to implement GASB 96 entries and the related schedules.

The firm may advise the administration about appropriate accounting principles and their application, but the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. Also, as part of the firm's engagement, we may propose a standard, adjusting, or correcting journal entries to your financial statements. The Finance Department has the final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It will be the administration's responsibility for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services the firm performs as part of this engagement, as well as evaluating the adequacy and results of the services performed. The administration would be responsible for establishing and maintaining internal controls, including monitoring ongoing activities. This includes designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, as well as identifying and ensuring that the city complies with the laws and regulations applicable to its financial activities.

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

- Audit Engagement Letter
- Accounting Assistance Services Letter

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the service agreement with Atchley & Associates for performing an audit and accounting assistance services of the FY2022-23 financial statements of the City of Manor; and authorize the City Manager to execute the agreements.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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February 5, 2024

Finance Committee
City of Manor
P.O. Box 387
Manor, Texas 78653

This letter is to explain our understanding of the arrangements for the services that Atchley & Associates, LLP (the Firm) is to perform for City of Manor for the year ending September 30, 2023. We ask that you either confirm or amend this understanding.

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Manor, Texas (the City), which comprise governmental activities, business-type activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information as of and for the year-ended September 30, 2023, which collectively comprise the basic financial statements, and the required supplementary information of the statement of revenue, expenditures, and changes in fund balances – budget and actual, related notes, the schedule of changes in the City’s net pension asset/liability and related ratios – last ten years (unaudited), and the Texas municipal retirement system – schedule of funding progress (unaudited). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will communicate to the Finance Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (AICPA).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management,

employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (RSI) which accounting principles generally accepted in the United States of America [(U.S. GAAP)] require to be presented to supplement the basic financial statements.

The Finance Committee is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Finance Committee of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

The City's Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Scott Moore, City Manager. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting and Tax Services

In connection with our audit, you have requested us to perform additional accounting services that are detailed in a separate engagement letter dated January 30, 2024.

Scott Moore, City Manager, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters

- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. We will notify you immediately of any circumstances we encounter which could significantly affect our initial estimate of fees, excluding direct out-of-pocket expenses, estimated to be \$35,000 - \$38,000 for the audit services. All other provisions of this letter will survive any fee adjustment. In accordance with our firm policies, work may be suspended if your account becomes sixty or more days overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. If terminated, we will, within 10 business days or a reasonable period, return any original records that belong to the City.

Our fee estimate is based on the following staffing, rates, and expected hours:

Partner 1	\$350/hr – 30 hours	\$10,500
Partner 2	\$425/hr – 3 hours	\$1,275
Manager	\$205/hr – 40 hours	\$8,200
Senior	\$150/hr – 60 hours	\$9,000
Staff	\$130/hr – 60 hours	\$7,800

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate the Firm for any additional costs incurred as a result of the City's employment of a partner or professional employee of the Firm.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

In a legal action in which the Firm or its partners are not the defendants, we shall also be entitled to fees at \$500.00 per hour and reimbursements for testimony if we are subpoenaed as a witness in a subsequent litigation by third parties and such testimony involves the work we performed pursuant to this agreement. If we are ordered by a state or federal judge to permit the subsequent inspection and/or reproduction of files, records, and other documents relating to work performed by us pursuant to this agreement, then you agree that we may comply with these orders without prior notice to you. If allowed by the order, we will inform the City after we have complied with the state or federal judge's order.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. Those third-party service providers we use to assist us in providing services to you are collectively referred to herein as “Subcontractors.” You hereby consent to us sharing your information, including Confidential Information, with our Subcontractors, within or outside of the United States; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, and applications, (collectively, Third-Party Products). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product’s infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, EULA(s)) will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product’s infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of the Firm. For the purposes of this Arrangement Letter, the term “Audit Documentation” shall mean the confidential and proprietary records of the Firm’s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by the Firm for the City under this Arrangement Letter, or any documents belonging to the City or furnished to the Firm by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Firm policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in the Firm’s form. The Firm reserves the right to decline a successor auditor’s request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Claim Resolution

The City and the Firm agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by the Firm or the date of this arrangement letter if no report has been issued. The Firm's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to the Firm for the services rendered under this arrangement letter.

Indemnification is intended to protect the Firm and its principals and employees against being named in any lawsuit arising from this engagement as a result of having completed this engagement. To the extent allowed by law, the City shall indemnify the Firm and its principals and employees and hold us harmless from all claims, liabilities, losses, and counsel fees and expenses unless it shall have been determined by a court of competent jurisdiction that we have acted negligently in the performance of the work covered by our engagement. In no event shall the Firm and its principals and employees be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

If a dispute arises out of or relates to this contract or engagement letter, or the obligations of the parties therein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation using the Commercial Mediation Rules of the American Arbitration Association (AAA) before resorting to arbitration, litigation, or some other dispute resolution procedure. Thereafter, any unresolved controversy or claim arising from or relating to this contract or the obligations of the parties hereunder shall be settled by arbitration administered using the American Arbitration Association or another mutually agreeable arbitration service using the AAA Arbitration Rules for Professional Accounting and Related Services Disputes and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Arrangement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

You may terminate the arrangement at any time by written notice to us. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination or in transferring files to and otherwise cooperating with any successor auditor. All provisions of this arrangement will survive termination or cancellation, except that (a) we will not have any obligation to provide services after termination and (b) you will not have any obligation to pay us for any services that we perform after termination, except for costs incurred to cooperate with a successor auditor or regulatory agency subpoena or inquiry.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

This letter constitutes the complete and exclusive statement of agreement between the Firm and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.



Jeremy Myers, CPA, Partner



Atchley & Associates, LLP

Confirmed on behalf of City of Manor, Texas:

Scott Moore
City Manager

Date



February 5, 2024

Finance Committee
City of Manor
P.O. Box 387
Manor, Texas 78653

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the accounting assistance services we will provide for the City of Manor, Texas (the City) for the year ended September 30, 2023.

We will perform the following services:

1. We will instruct your accounting staff in the proper maintenance of the City's books and records.
2. We will assist your accounting staff at year end to prepare the GASB 34 entries and the related schedules.
3. We will assist your accounting staff at year end to prepare the GASB 68 entries and the related schedules.
4. We will assist your accounting staff at year end to prepare the GASB 75 entries and the related schedules.
5. We will assist your accounting staff at year end to implement GASB 84 entries and the related schedules.
6. We will assist your accounting staff at year end to implement GASB 96 entries and the related schedules.

We may advise you about appropriate accounting principles and their application, but the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. Also, as part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities. This includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements; as well as identifying and ensuring that the City complies with the laws and regulations applicable

to its activities. We will have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may have occurred. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our engagement that fraud may have occurred. We will also report to the appropriate level of management any evidence or information that comes to our attention regarding illegal acts that may have occurred, unless they are clearly inconsequential. By your signature below, you understand and agree that you are responsible for preventing and detecting fraud.

Our fee for this work will be at our regular hourly rates for the individuals involved plus out-of-pocket expenses, estimated to be \$8,500 - \$12,000. Payment for services is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. The total fees and costs for your accounting services may exceed any estimates given to you. It is not possible to know in advance what the total fees and costs will be, because much of the work to be performed may be contingent on the activities of others and circumstances over which we have no control. From time to time, you may ask us to estimate what a specific portion, or the entirety, of the services will cost. To aid you in planning, we will attempt to assist you by providing estimates. You understand that all such estimates are approximations based on our experience as accountants, and they are not and should not be taken as promises or guarantees.

It is our policy to keep records related to this engagement for seven years. However, Atchley & Associates, LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Atchley & Associates, LLP shall be free to destroy our records related to this engagement.

The City and the Firm agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by the Firm or the date of this arrangement letter if no report has been issued. The Firm's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to the Firm for the services rendered under this arrangement letter.

Indemnification is intended to protect the Firm and its principals and employees against being named in any lawsuit arising from this engagement as a result of having completed this engagement. To the extent allowed by law, the City shall indemnify the Firm and its principals and employees and hold us harmless from all claims, liabilities, losses, and counsel fees and expenses unless it shall have been determined by a court of competent jurisdiction that we have acted negligently in the performance of the work covered by our engagement. In no event shall the Firm and its principals and employees be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs,

etc.) even if we have been advised of their possible existence.

If a dispute arises out of or relates to this contract or engagement letter, or the obligations of the parties therein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation using the Commercial Mediation Rules of the American Arbitration Association (AAA) before resorting to arbitration, litigation, or some other dispute resolution procedure. Thereafter, any unresolved controversy or claim arising from or relating to this contract or the obligations of the parties hereunder shall be settled by arbitration administered using the American Arbitration Association or another mutually agreeable arbitration service using the AAA Arbitration Rules for Professional Accounting and Related Services Disputes and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

We appreciate your confidence in our firm by retaining us as your certified public accountants and shall be pleased to discuss this letter with you at any time.

If this letter correctly expresses your understanding, please sign a copy of this letter in the space provided, and return it to us.



Jeremy Myers, CPA, Partner



Atchley & Associates, LLP

Confirmed on behalf of the City of Manor, Texas:

Scott Moore
City Manager

Date