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, January 17, 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**

**PRESENTATIONS**

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

**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.** **Budget Committee**
*Submitted by: Maria Amezcua, Council Member, Chair*

**B.** **Public Improvement District Committee**
*Submitted: Aaron Moreno, Council Member, Chair*

**C.** **Park Committee**
*Submitted by: Sonia Wallace, Council Member, Chair*

**D.** **Public Tree Advisory Board**
*Submitted by: Sonia Wallace, Council Member, Chair*

**E.** **Economic Development Committee**
*Submitted by: Mayor Harvey, Chair*

**F.** **Capital Improvement Committee**
*Submitted by: Mayor Harvey, Mayor*

**G.** **Community Collaborative Committee**
*Submitted by: Mayor Harvey, Chair*

**H.** **HealthCare Committee**
*Submitted by: Anne Weir, Chair*

**I.** **Emergency Management Committee**
*Submitted by: Ryan Phipps, Chief of Police, Chair*

**J.** **Public Safety Committee**
*Submitted by: Emily Hill, Mayor Pro Tem, Chair*

**PUBLIC HEARINGS**

**1.** **Conduct a public hearing on an ordinance rezoning the Dominium 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: Dominium**
*Owner: Kenneth Tumlinson*
*Submitted by: Scott Dunlop, Development Services Director*

**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*
*Submitted by: Scott Dunlop, Development Services Director*

**CONSENT AGENDA**

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

**3.** **Consideration, discussion, and possible action to approve the City Council Minutes.**
*Submitted by: Lluvia T. Almaraz, City Secretary*

- **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.**
*Submitted by: Scott Moore, City Manager*

- **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 Administrator**
- **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.**
*Submitted by: Scott Moore, City Manager*

**REGULAR AGENDA**

**6.** **First Reading: Consideration, discussion, and possible action on an ordinance rezoning the Dominium 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: Dominium*
*Owner: Kenneth Tumlinson*
*Submitted by: Scott Dunlop, Development Services Director*

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*
*Submitted by: Scott Dunlop, Development Services Director*

8. **Consideration, discussion, and possible action to amend a Professional Services Agreement between the City of Manor and Grant Development Services.**
*Submitted by: Scott Moore, City Manager*

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.**
*Submitted by: Scott Moore, City Manager*

10. **Consideration, discussion, and possible action on a Professional Consultation Services Agreement for Solid Waste Services for the City of Manor.**
*Submitted by: Scott Moore, City Manager*

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.**
*Submitted by: Scott Moore, City Manager*

12. **Consideration, discussion, and possible action on the Possession and Use Agreement with David Price for a wastewater easement with a temporary construction easement.**
*Submitted by: Scott Moore, City Manager*

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.**
*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*

## 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, January 12, 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




EVOLUTION OF HEALTH

# 2024 MANOR COMMUNITY FAMILY DAY & 5K

## SATURDAY , JUNE 8TH 2024

EOH
Evolution of Health

# 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


MANOR
COMMUNITY
5K


COMMUNITY 5K
2023
MANOR
COMMUNITY
5K
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


FINISH
TRAVIS COUNTY
ESD 12
1202
STAY BACK 343 FEET


START
START
NO DIVING


BATTALION 12

# 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

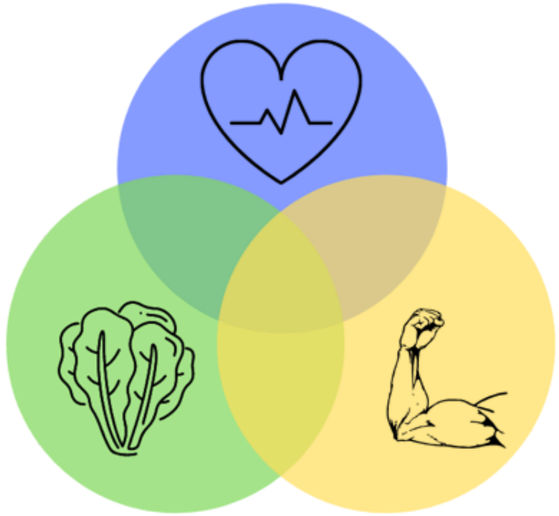
INCLUDING SENIORS

# 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

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Budget Committee | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

Maria Amezcua* & Deja Hill

Accomplishments

Started the year with a balanced budget.

Challenges

Currently we do not have a Director of Finance, we have another staff member filling in. With the help of Scott More, Tracy Vasquez, and staff, the day-to-day operations are being handled.

Needs

Monthly meetings are needed in order to have a better understanding of our current financial standing. We will need information of expenditures to ensure we have up-to-date information for the amended budget.

Next Quarter Goals:

Gather all pertinent information to present an accurate/amended budget. We would like to work on having a clear understanding of where we financially stand. Pre-work that is needed for the next FY should be underway in this 2nd quarter.

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | PID Committee | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

Aaron Moreno* & Anne Weir

Accomplishments

Met with assistant city attorney Veronica Rivera and PID consultant Jon Snyder, discussed the New Haven Public Improvement District and Mustangs Valley Public Improvement District.

Challenges

This meeting was back in May of 2023.

Needs

Schedule a meeting within the next month for an update on these PIDS.

Next Quarter Goals:

Report back to council on an update with these PIDS and any other new ones.

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Parks Committee and Tree Advisory Board | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

Sonia Wallace & Aaron Moreno

Accomplishments

We have successfully worked with Public Works Director Matthew Woodard and street/park superintendent Lance Zeplin and the rest of the staff at Public Works on hosting an Arbor Day event at Timmermann Park. We have had several discussions on a Master Plan for our city parks and have had numerous conversations with our grant writers on what we are eligible for. It was suggested that we have a Master Plan done for our parks and get community involvement on what is wanted in the parks. We have discussed the trail lighting at Timmermann Park as well as park amenities and the Manor Art Park.

Challenges

Some of the challenges we are facing is the completion of a Master Plan for our parks to narrow down the amenities we want to have. And determining what land is available for park amenities at Timmermann with potential future projects.

Needs

Continue meeting with city staff and grant writers to complete a park Master plan, park lighting updates, and additional parking at the parks and amenities.

Next Quarter Goals:

To have enough information and plans to present to the council. We hope to create a regional space that will have others from all over visit.

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Parks Committee and Tree Advisory Board | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

Sonia Wallace & Aaron Moreno

Accomplishments

We have successfully worked with Public Works Director Matthew Woodard and street/park superintendent Lance Zeplin and the rest of the staff at Public Works on hosting an Arbor Day event at Timmermann Park. We have had several discussions on a Master Plan for our city parks and have had numerous conversations with our grant writers on what we are eligible for. It was suggested that we have a Master Plan done for our parks and get community involvement on what is wanted in the parks. We have discussed the trail lighting at Timmermann Park as well as park amenities and the Manor Art Park.

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Needs

Continue meeting with city staff and grant writers to complete a park Master plan, park lighting updates, and additional parking at the parks and amenities.

Next Quarter Goals:

To have enough information and plans to present to the council. We hope to create a regional space that will have others from all over visit.

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Economic Development | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

| | |
|---|---|
| • Mayor Dr. Harvey<br>• Councilwoman Weir<br>• Scott Jones<br>• Aldo Fritz<br>• Amy Madison<br>• Su Jones<br>• Dusty McCormick | • Lezlie Tran<br>• Michelle Anderson<br>• Daffney Henry<br>• Stacy Rhone<br>• Sean Donnelly<br>• Matthew Taylor |

Accomplishments

- Land Purchases – CAYSA 262 acres and other properties heading towards closing
- Bond for Economic Development - $15,000,000
- Downtown Strategic Plan underway
- Branding Survey circulating
- department marketing materials and city signage, complete website, etc when branding/logo complete.

Challenges

- Lack of Sales Taxes
- Lack of water and wastewater to properties on Highway 290E towards Elgin
- High land prices slowing or preventing opportunities

Next Quarter Goals:

- Submit RFP for a Feasibility Study for CAYSA Property
- Planning Incentives and Opportunities with bond money
- Actions Steps
- Complete Branding Process -TBD

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Capital Improvement | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

| | |
|---|---|
| • Mayor Dr. Harvey<br>• Maria Amezcua<br>• Deja Hill<br>• Scott Moore<br>• Matthew Woodard<br>• GBA and Associates | • Bond Council<br>• Financial Advisors<br>• Scott Dunlop<br>• Scott Jones<br>• Financial Services |

Accomplishments

- November 2023 Bond Election
  - Public Library/City Hall
  - Recreation Center
  - Economic Development
- Other Projects
  - Capital Metro BCT Fund Expenditures on Street Projects
  - CIP Wastewater and Water Projects

Challenges

- We shifted our focus to the bond during this time period
- Original concern of bond rate – but we sold at a better rate than expected
- Community participation and marketing of the bond details.

Next Quarter Goals:

- Prioritizing and planning the implementation of Comprehensive Plan
- Planning to implement the 2023 Bond
- Collaborating with Economic Development to strategize investments
- Identify better ways for two-way communication with the public

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Mayor Community Collaborative | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

| | |
|---|---|
| • Mayor Dr. Harvey | • Mayor Pro Tem Emily Hill |

Accomplishments

- Committee didn't meet during this quarter

Challenges

- The biggest challenge was getting the community members, who were invited to serve on the committee, to attend meetings and respond to communication during this quarter. Maybe it was the fall season, personal challenges that caused a change in commitment.

Next Quarter Goals:

- Rebuild the committee
- Focus on creating a learning community (leadership development, business development, job training, and more)
- Create opportunities to share City updates and hear needs from the community.

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Health Committee | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

Anne Weir & Aaron Moreno

Accomplishments

Met with the Black Men's Health Clinic (BMHC) to discuss the potential partnership for creating a local health department. Through an 18-month implementation grant from Bristol Myers's Squibb Foundation, the Black Men's Health Clinic is working to establish a health department to enhance coordination of services and programs throughout the community.

Challenges

Challenges is determining our role as a city/committee with this program and our commitments. We also currently do not have any space for a health liaison or department.

Needs

Monthly meetings are needed in order to have a better understanding of our current standing and financial commitment with this partnership and bring back a plan to present with council for approval.

Next Quarter Goals:

Gather information and have a plan of execution to present to council.

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Emergency Management Committee | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

Dr. Christopher Harvey, Mayor
Maria Amezcua, Council Member
Aaron Moreno, Council Member
Ryan Phipps, Chief of Police (Chair)
Scott Moore, City Manager

Accomplishments

Awarded Generator Grant $435,540.00
Awarded Public Assistance Grant $102,994.59
Hazardous Mitigation Plan Update
Addition of Message Board Signage
Emergency Manager Position
Storm Siren System

Challenges

Identified Challenges:
Inadequate Infrastructure (PD w/ EOC, Shelter, Officer quarters, fuel, warehouse)
Volunteer training, commitment, and consistency.

Needs

Perryweather localized weather station.
Infrastructure (PD w/ EOC, EM warehouse space, Officer quarters, fuel)

Next Quarter Goals:

Establish quarterly meeting.
Audit on employee & elected training completion.

# Manor City Council
# 1st Quarterly Report

| | | | |
|---|---|---|---|
| Committee: | Public Safety Committee | | |
| Starting Date: | October 1, 2023 | Ending Date: | December 31, 2023 |

Committee Members:

Mayor Harvey, Mayor Pro Tem Hill, Councilmember Sonia Wallace, Ryan Phipps, Scott Moore

Accomplishments

**Public Safety Committee Meeting**
**Summary Minutes**
**November 30, 2023**

**THIS ADVISORY COMMITTEE MEETING WAS HELD FOR REVIEW ANDDISCUSSION ONLY; NO ACTION WAS TAKEN.**

**COMMITTEE MEMBERS**

**PRESENT:ABSENT:**

Sonia Wallace, Council Member, ChairpersonDr. Christopher Harvey, Mayor
Emily Hill, Mayor Pro Tem,

**CITY STAFF**

Scott Moore, City Manager
Ryan Phipps, Chief of Police
Denver Collins, Assistant Chief of Police
Robert Acosta, Executive Assistant

**SESSION – 11:00 A.M.**

The session of the Manor Public Safety Committee was called to order by Chair Sonia Wallace at 11:05 a.m. on Thursday, November 30, 2023, in the Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The discussion was held regarding the following:

**⁎ Discussion on Statistical Data**

Discussed how statistical data is presented to the City Council and asked if they had any suggestions for changes. No suggestions given.

* **Discussion on Recruitment & Hiring**

Discussed Police Department is almost fully staffed with officers. Focus should shift toward the retention and incentives for employees.

* **Discussion on the proposed Headquarters Facility and current facility**

Discussed present condition of police building regarding repairs and safety concerns. Repair list and safety concerns will be taken to council for discussion on how to proceed.

* **Discussion on proposed Perry Weather**

Discussed a full weather station for Manor that will deliver personalized weather forecasts that will help with planning our outdoor events such as Manor Palooza, 4th of July, and Manor Night at the Park.

* **Discussion on new CAD/RMS**

Discussed moving over to a new CAD system to help reduce the amount of time officers spend on report writing. The new system allows reports to be written outside of the PD such as in their vehicles.

* **Discussion on Radio Migration to Encryption**

Discussed a countywide switch to encrypted radios which requires all new radios for our officers. Chief Phipps suggested financing the new radios for 5 years.

* **Discussion on Position Changes**

Discussed position and salary change for our two lieutenants to moving them to commanders.

* **Discussion on programs and activities of the Police Department and other areas of public safety.**

Discussed when the Community Programs Trailer will be delivered in January and deployed after graphics are completed.

* **Update on Storm Siren System**

Discussed we are working on obtaining an FCC license for storm siren.

* **Update on K9 Grant**

Currently no more grants. However, K9 for Cops is currently looking for new donors/grants starting at the beginning of 2024. We are hoping to get 2 K9's.

* **Update on Truancy/Curfew Issue**

Discussed legislative law that now makes it the schools responsibility to address truancy.

* **Update on Community Outreach Trailer**

*See above under Discussion on programs and activities of the Police Department and other areas of public safety.

* **Update on Animal Control Issues**

  Continuing to work with City of Austin to take our animals at their shelters.

* **Update on the Sale of Watchguard Equipment**

  The City of Seguin has purchased approximately $40,000 worth of our old equipment.

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

## Challenges

## Needs

## Next Quarter Goals:

Next quarter goals are to discuss a possible future rubber speed bump for Hamilton Point.

AGENDA ITEM NO. 1

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning the Dominium 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: Dominium*
*Owner: Kenneth Tumlinson*

**BACKGROUND/SUMMARY:**

This property was annexed into the city in 2010 by Ord. 383. It was zoned from interim zoning to IN-1 Light Industrial in December 2017 by Ord. 499. A previous rezoning case was heard by the Commission on Sept. 14, 2022 to rezone the property from IN-1 to MF-2 Multi-Family 25. The Commission recommended MF-1 Multi-Family 15, but the City Council denied the request at their Nov. 2, 2022 meeting. They requested the seller spend more time marketing to industrial users before considering a residential use.

At the time of the first multi-family zoning request, the seller did not have an end user for the property. Since Nov. 2022, a new group – Dominimum, has approached the city's Public Facilities Corporation (PFC) with the intent to partner with the PFC to provide affordable rental units. As part of their process to partner with PFC and gain funding, they need proper zoning entitlements so they have filed to rezone the property to Multi-Family 25 (MF-2).

The property is 15.4217 acres and has frontage on Tower Road. To the west are existing light industrial buildings, to the north is the Stonewater Subdivision, and to the east is a 6-acre tract that has 1 single-family dwelling. The northern property boundary to Stonewater only directly abuts 1 single-family dwelling, with the majority of the northern property boundary being adjacent to a detention pond or Tinajero Way. The northern and eastern property boundaries abut less intense residential uses so the multi-family property would have 80' building setbacks along those boundaries and of those 80 feet, 25' would be landscaping bufferyards that would have additional tree and shrub planting as well as a minimum 6' privacy screening fence.
At 15.4217 acres and 25 units/acre under MF-2, the property would be entitled to 386 units. They are planning to have 324 units, and through the city's PFC, they all would be affordable to people earning 60% of the area median income (AMI).

The developer plans to have access points on Tower Road and has indicated they'll conduct a Traffic Impact Analysis.

This property on our Future Land Use Map is designated as Mixed-Density Neighborhoods. Mixed-Density Neighborhoods support residential uses that are 12-25 units per acre. Mixed Density Neighborhoods primarily support a mix of housing options that may consist of one or more of the following housing types from more dense single family homes to small multifamily, with a higher proportion of attached, missing middle, and multifamily products than the Neighborhood category. The mixed density neighborhood areas are intended to diversify residential areas and allow for infill of different housing types among new or existing single family homes. This use can serve as an appropriate transition from nonresidential and mixed-use areas to the lower density Neighborhoods.

The Planning and Zoning Commission conducted the public hearing and voted 7-0 to postpone action on a recommendation to the February 13th P&Z meeting.

The Commission wanted more information on the Traffic Impact Analysis and when the traffic counts were collected or would be collected, if the developer had spoken with Compass Rose or MISD about school traffic in the area, modifications to their entrances including gates and fire access into Stonewater, more details about their proposed drainage mitigations on Tower Road, and to have the property receive a 911 address.

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- Presentation Slides
- Renderings
- Future Land Use Map
- Mixed-Density Neighborhood Dashboard
- Public Notice & Mailing Labels

**STAFF RECOMMENDATION:**
The City Staff recommends that the City Council conduct the public hearing on an ordinance rezoning the Dominium 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.

| **PLANNING & ZONING COMMISSION:** | **Recommend Approval** | **Disapproval** | **None** |
|---|---|---|---|
| | | **X – action postponed to Feb. 13** | |

**ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT INDUSTRIAL (IN-1) TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of the property described in Exhibit "A" (the "Property"), from Light Industrial (IN-1) to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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

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

**PASSED AND APPROVED SECOND AND FINAL READING** on this the ___ 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DOMINIUM

December 1st, 2023
Scott Dunlop
Development Services Director
City of Manor
105 E Eggleston St.
Manor, TX 78653

***RE: Zoning Application, 12200 Tower Road, Manor, TX 78653***

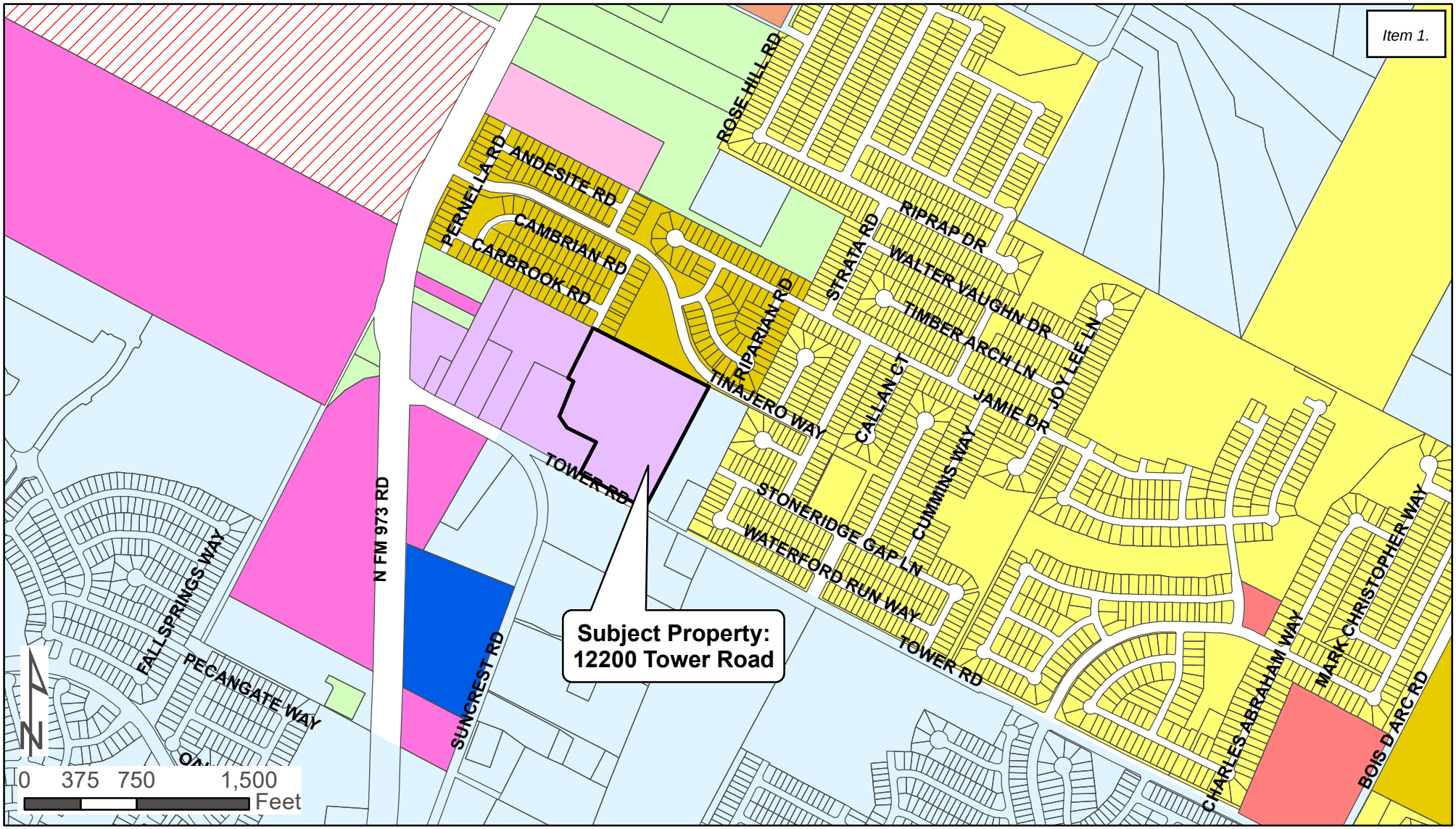
Mr. Dunlop,

Dominium is requesting that the City of Manor accept our zoning application for the above-referenced property. We intend to rezone the property from Light Industrial (IN-1) to Multi-Family 25 (MF-2). This will give us the opportunity to partner with Manor PFC to provide affordable homes where there is much-needed demand. The intention is to develop 324 affordable homes across eleven 3-story garden-style buildings. All units will be restricted to 60% Area Median Income. The subject parcel has been marketed with the current zoning for over a year and has had minimal interest. Limited demand for industrial space on the parcel arises from its size being too small for extensive industrial use and excessively large for light industrial use. The proposed rezoning will establish a buffer zone between the present industrial facilities to the west and the surrounding residential homes. Accepting this letter will allow us to continue pursuing the anticipated development.

Thank you for considering this request.

Sincerely,

Mr. Neal Route
Dominium
Vice President & Project Partner




Current:
Light Industrial (IN-1)

Proposed:
Multi-Family 25 (MF-2)

**Zone**

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

# Aerial image

Write a description for your map.

Legend

1220

Item 1.

Hiland Dairy Foods

Ornamental Iron and Fence Supply

Tinajero Way

Riparian Rd

Tinajero Way

Boudin Ct

Tinajero Way

Greywacke Dr

Tower Rd

Tower Rd

Suncrest Rd

Google Earth

40

400 ft



DOMINIUM

# Tower Road Apartments

## Community Meeting

What we do hits HOME

# About Dominium

Focused on results and long-term value

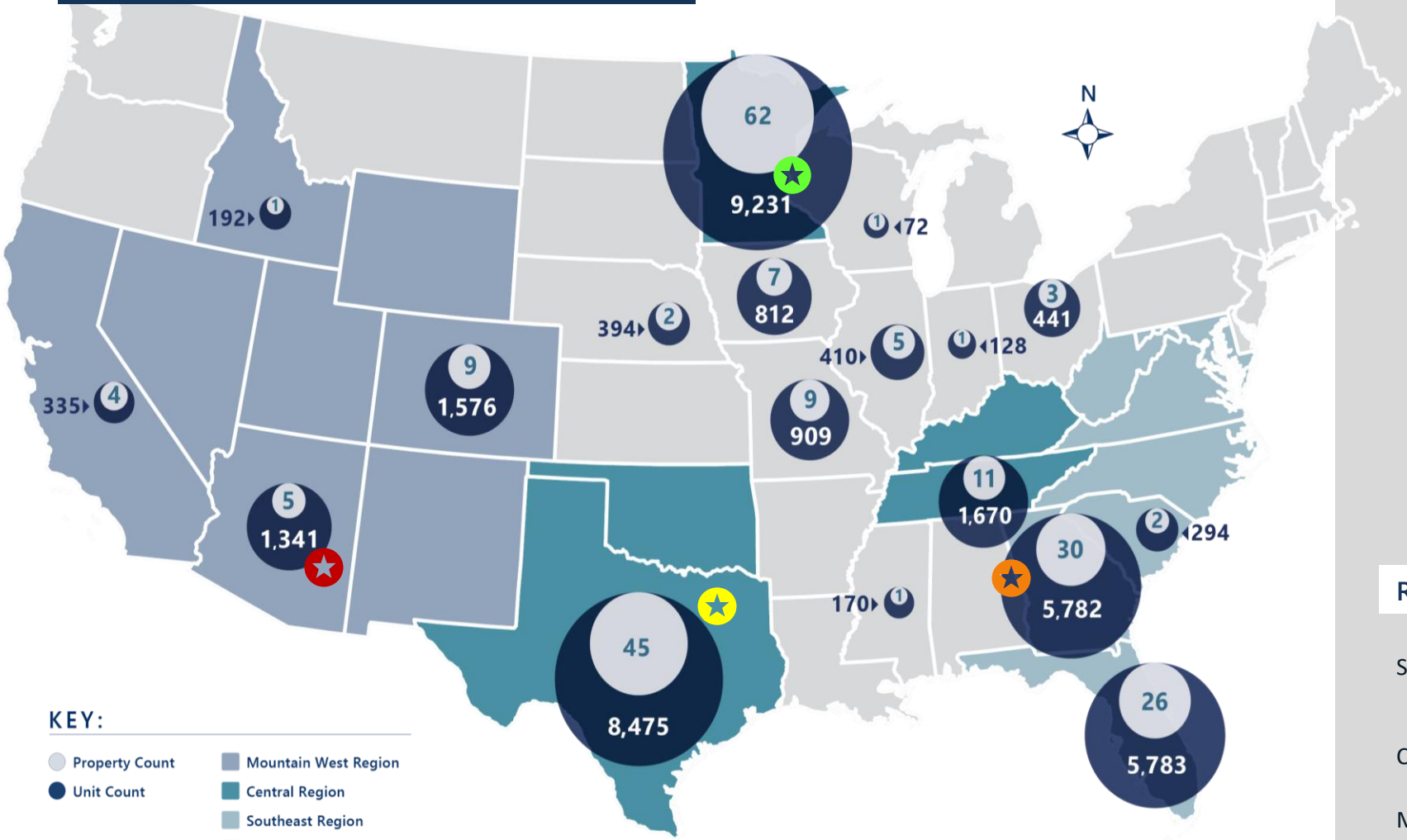
- Founded in 1972
- 2nd largest private developer of workforce housing
- Over 220 properties in portfolio nationwide
- Four regional offices, own properties in 19 states
- Launched “Dominium Gives” to further support the communities we serve
- On track to become the country's pre-eminent developer, owner,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





*Crossroad Commons*
*Austin, TX*

# FOOTPRINT BY STATE




| PORTFOLIO | SITES | UNI |
|---|---|---|
| TOTAL | 225 | 38,207 |

## PROPERTIES OWNED FOR:

| | | | |
|---|---|---|---|
| 0-4 Years: | 82 | 10-14 Years: | 40 |
| 5-9 Years: | 63 | 15+ Years: | 40 |

**Site:** **838**

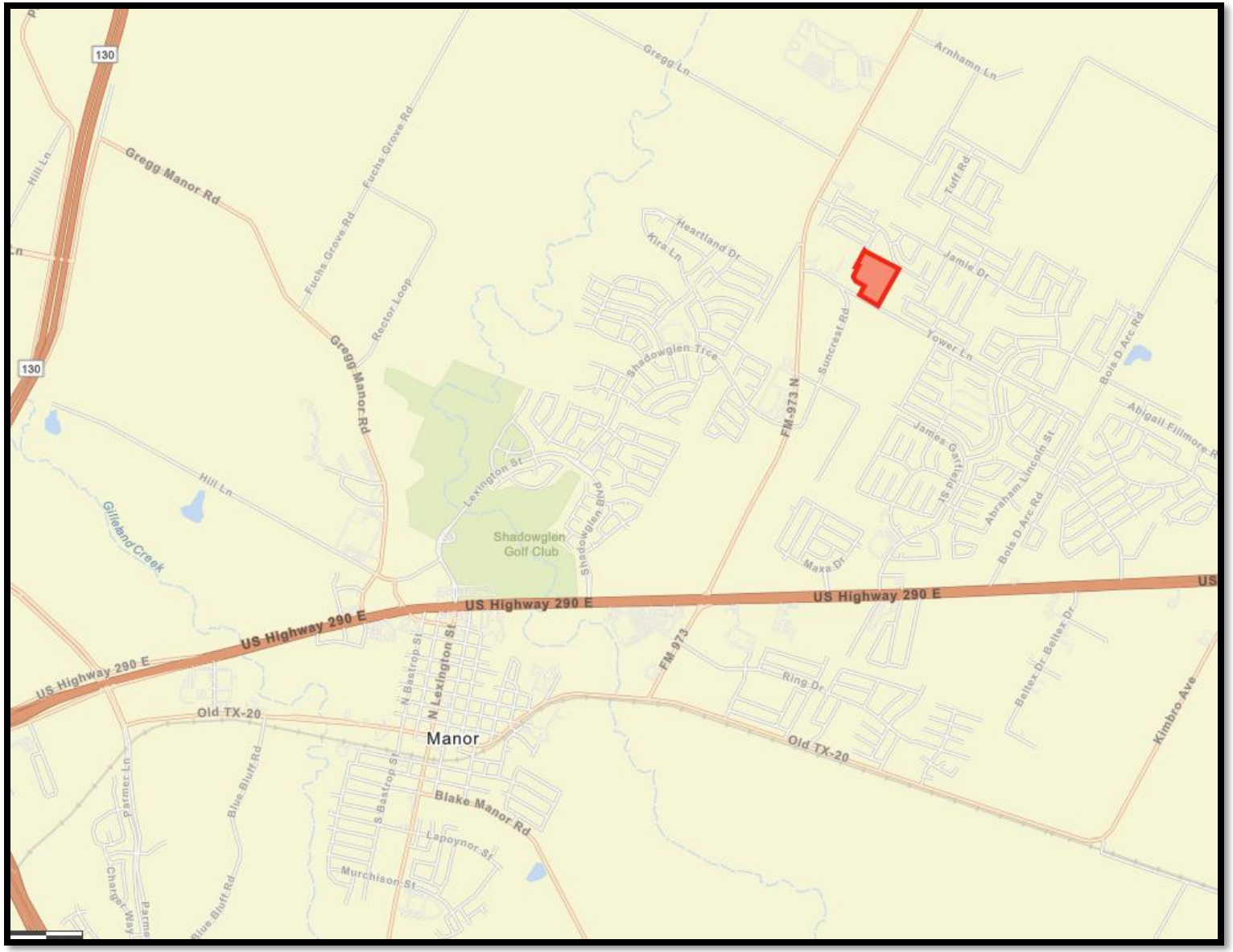
**Corporate:**

| | |
|---|---|
| Property Management | 122 |
| Corporate Services/HR | 170 |
| Development/Construction | 101 |
| **TOTAL** | **1,231** |

| REGIONS | OFFICES | MSA GROWTH[1] |
|---|---|---|
| Southeast | Atlanta[2]<br>Tampa[3]<br>Washington DC[3] | 5,409,115 |
| Central | Dallas[2]<br>Minneapolis[2] | 3,785,341 |
| Mountain West | Phoenix[2]<br>Denver[3] | 2,814,835 |

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

# Community Location



# Manor Housing

- In the summer, the Manor City Council set two housing goals:
    - Goal #1: Help provide residents with more attainable housing options within Manor.
    - Goal #2: Remove the burden from middle-class workers and young professionals who live with family members or have long commute times.
- Partnership with the City of Manor will allow Dominium to provide the residents of Manor with rents that are restricted and lower than the market rate average.

CITY OF MANOR
EST. 1872
TEXAS

DOMINIUM

# Conceptual Site Plan & Zoning

- 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
  - Areas intended to diversify residential areas and allow for infill of different housing types.
- Access Points will be off Tower Road.
- Ordering a traffic study to analyze traffic impact
- Fencing, landscaping, and screening requirements will be followed.

# Amenity Overview

## In-Unit Amenities

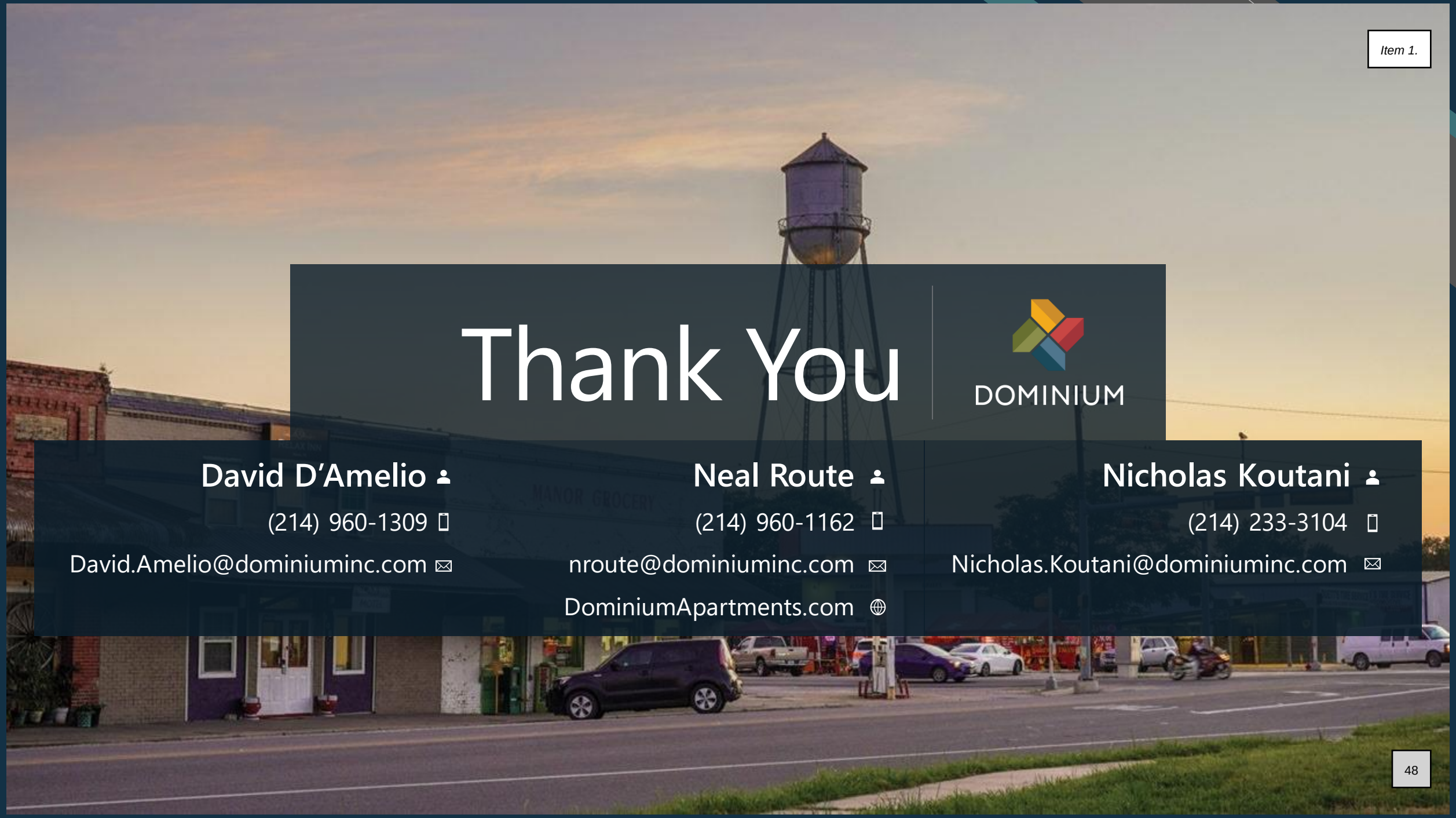
- Private Balcony
- Full-size washer and dryer
- Gourmet Kitchens with full stainless steel appliance package
- Hardwood flooring, 9-foot ceilings, and walk-in closets

## Community Amenities

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







# Thank You

DOMINIUM

**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



DOMINIUM

***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR RENDERING LOOKING NORTH AT ENTRY***

BKV GROUP



DOMINIUM

***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR AERIAL RENDERING LOOKING NORTHWEST***

BKV GROUP



DOMINIUM

***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR AERIAL RENDERING LOOKING SOUTHEAST***

BKV GROUP



DOMINIUM

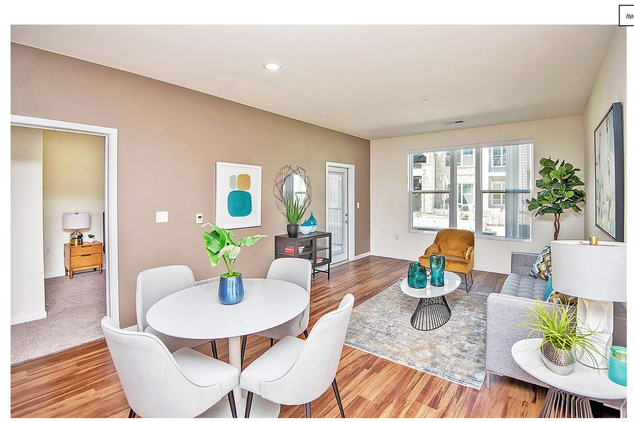
***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR AERIAL RENDERING LOOKING SOUTHWEST***

BKV GROUP

















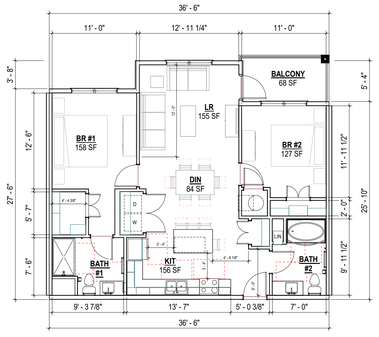




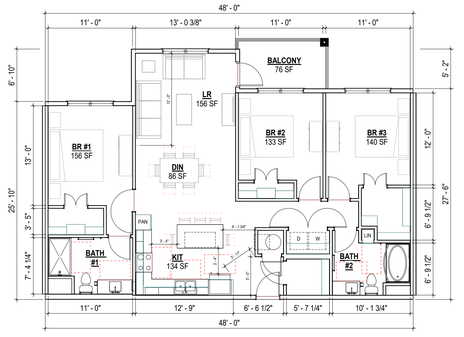




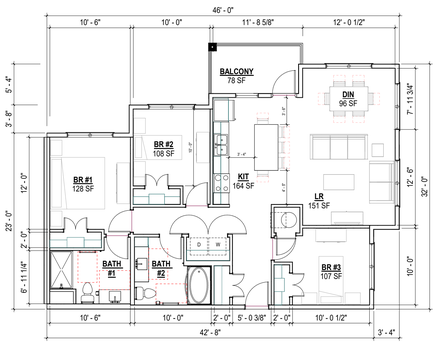





2 BR IN-LINE SPLIT




3 BR IN-LINE SPLIT




3 BR CORNER

**SCHARBAUER FLATS - MIDLAND, TX**

**UNIT PLAN EXAMPLES**

Kimley»Horn

# Memorandum

To: Dominium Inc.

From: Ben L. Green, P.E. – Kimley-Horn and Associates

Date: January 2, 2024

Subject: ***Technical Memo: Tower Road Drainage Improvements***

---

The content of this memo is based on a 15.49-acre tract of land located in City of Manor, approximately 500 feet east of the intersection of Tower Road and Suncrest Road. Kimley-Horn (KH) has prepared this memo to evaluate the existing drainage conditions of Tower Road at this location and to provide possible solutions to minimize the current flooding in this area. KH has been made aware that there is frequent flooding along Tower Road at this location which has prompted the need for this analysis.

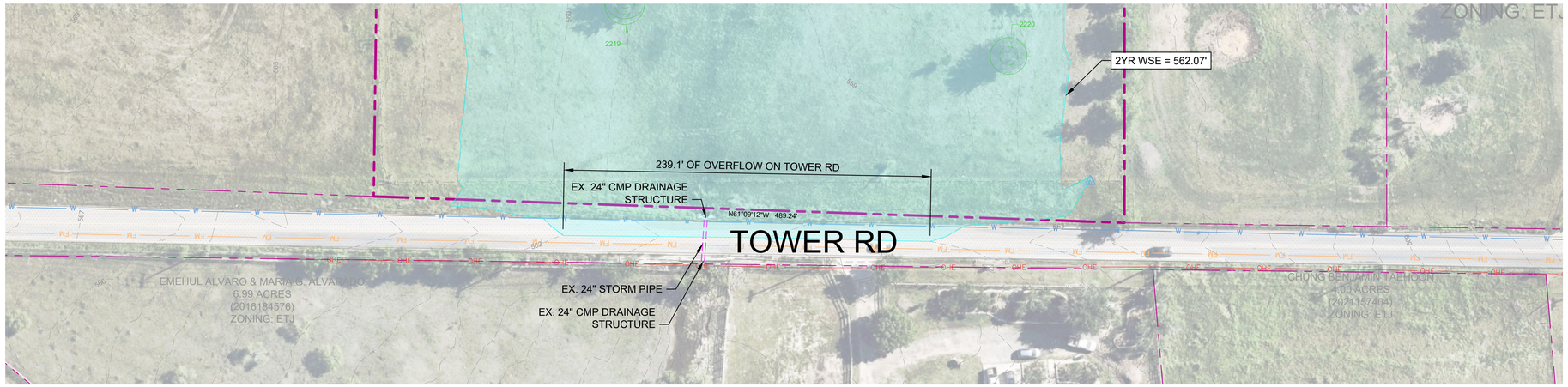
The following summarizes the technical elements of the existing drainage problems and proposed drainage improvements on Tower Road for this location:

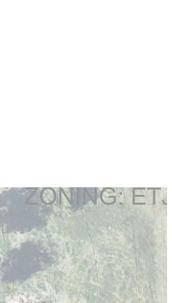
- Currently there is an existing 24" corrugated metal pipe storm culvert crossing under Tower Road. Per KH's analysis, this culvert is severely undersized resulting in frequent flooding during all significant storm events including the 2-year storm event.
- KH has determined that constructing four (4) - 3'X6' box culverts would allow sufficient storm water to pass under Tower Road and to prevent water from backing up and overtopping the existing roadway in the 2-year storm event and flooding in larger storm events such as the 25-year and 100-year would be reduced.

Tower Road experiences flooding in the lowest commonly analyzed rain event, the 2-year storm event, and it can be expected to flood in smaller rain events multiple times per year. This 2-year storm event is defined as approximately 4 inches of rain over 24 hours and statistically has a 50% chance to occur each year.

In this existing condition that amount of rainfall causes the water to overtop Tower Road at a depth of approximately 1.5 feet over the pavement at its deepest location. This overtopping flow spans along Tower Road for approximately 239 feet which creates an unsafe driving condition occurring during most of the sustained rain events.

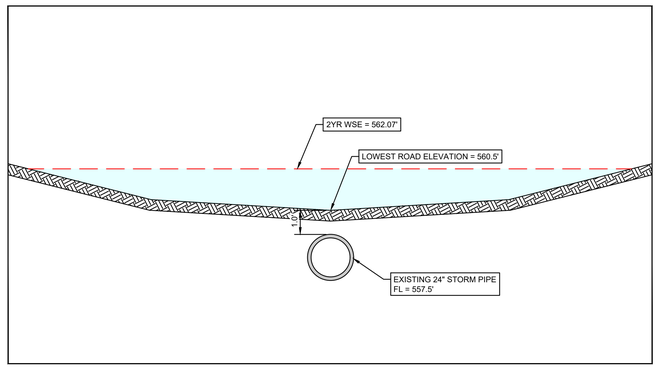
With the installation of the four (4) 3'X6' culverts, drainage will be improved such that water during the 2-year storm event and less will be fully conveyed underneath the roadway and contained within storm infrastructure. Since overtopping of the roadway will no longer occur; this will ensure Tower Road remains functional during the majority of rain events. The Culvert Exhibit depicts these existing a proposed conditions.



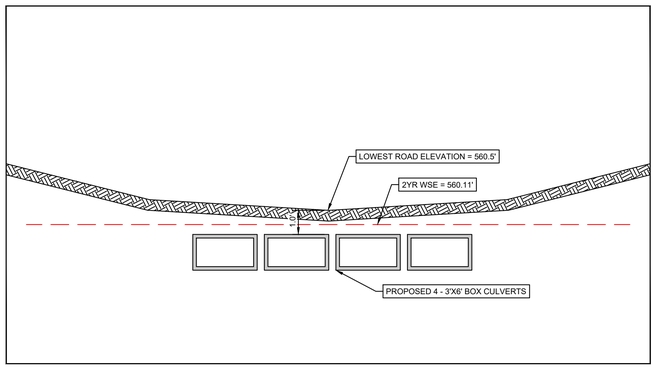




## LEGEND

- PROPERTY LINE
- EXISTING WASTEWATER LINE
- EXISTING WATER LINE
- EXISTING FORCE MAIN LINE
- EXISTING WASTEWATER MANHOLE
- EXISTING STORM DRAIN LINE
- EXISTING FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- EXISTING OVERHEAD POWERLINE
- EXISTING POWER POLE




ROAD PROFILE - EXISTING OVERTOPPING DEPTH
N.T.S.



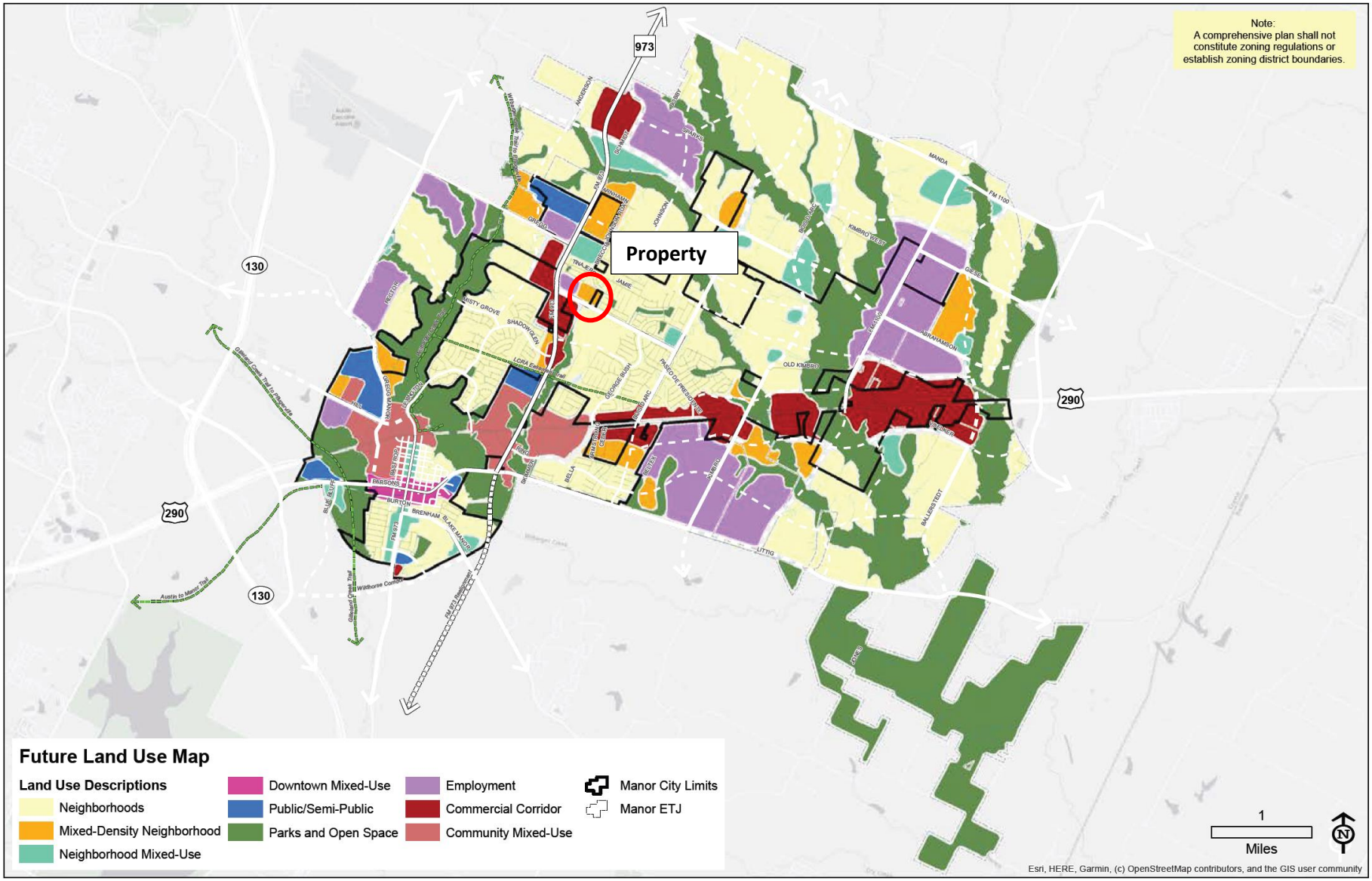

ROAD PROFILE - PROPOSED OVERTOPPING DEPTH
N.T.S.

# TOWER RD
## CULVERT EXHIBIT
MANOR, TEXAS
December 23

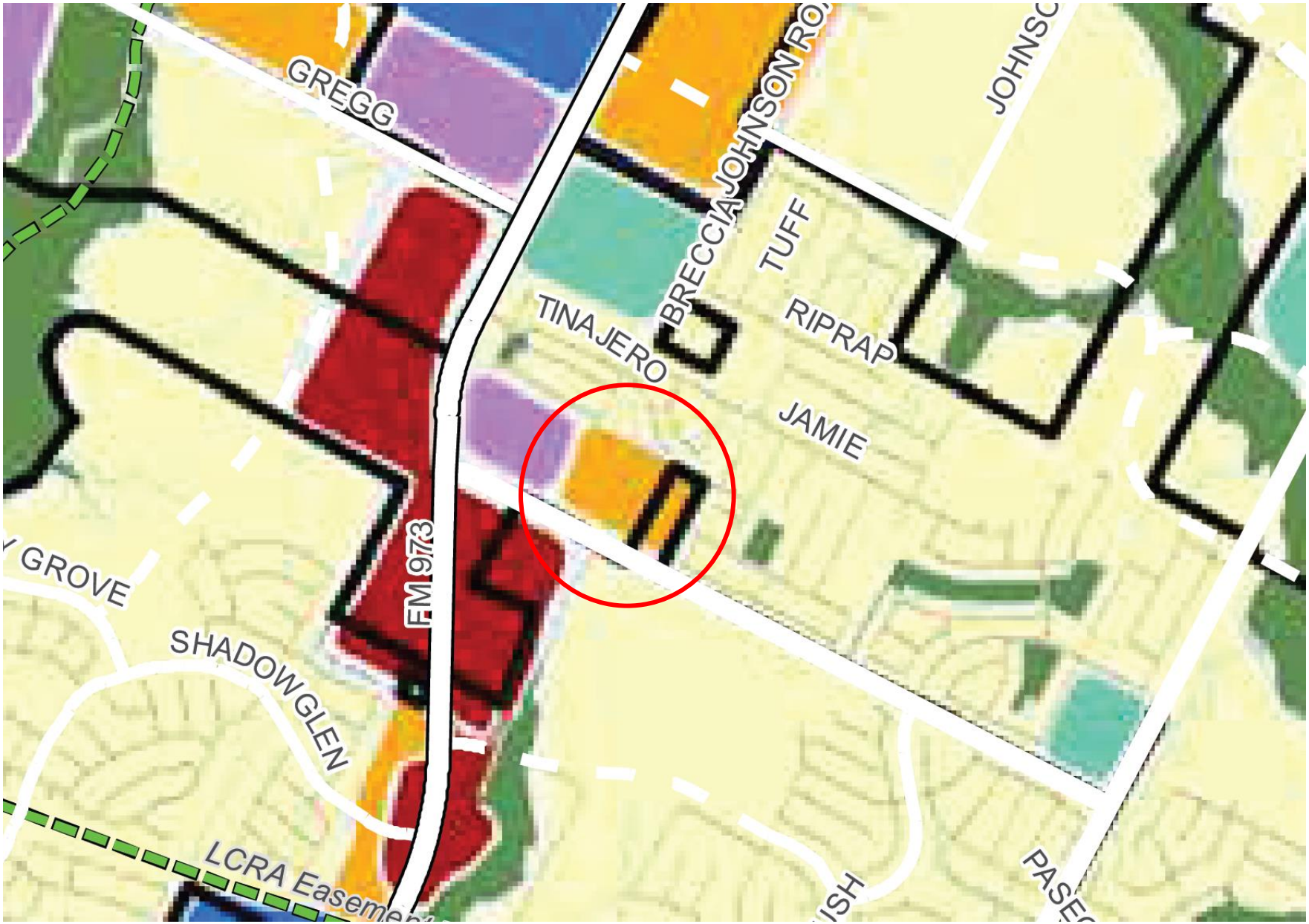
DWG NAME K:\SAU_CIVIL\069364311 - DOMINIUM MANOR\CAD\EXHIBITS\PLANSHEETS\CULVERT EXHIBIT.DWG
LAST SAVED 12/28/2023 10:33 AM

Kimley»Horn
5301 SOUTHWEST PARKWAY
BUILDING 2, SUITE 100
AUSTIN, TEXAS 78746
512-646-2237
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT O
SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.




**Map 3.1.** Future Land Use Map


GREGG
JOHNSON RO
JOHNSC
BRECCIA
TUFF
TINAJERO
RIPRAP
JAMIE
FM 973
Y GROVE
SHADOWGLEN
LCRA Easeme
PASE

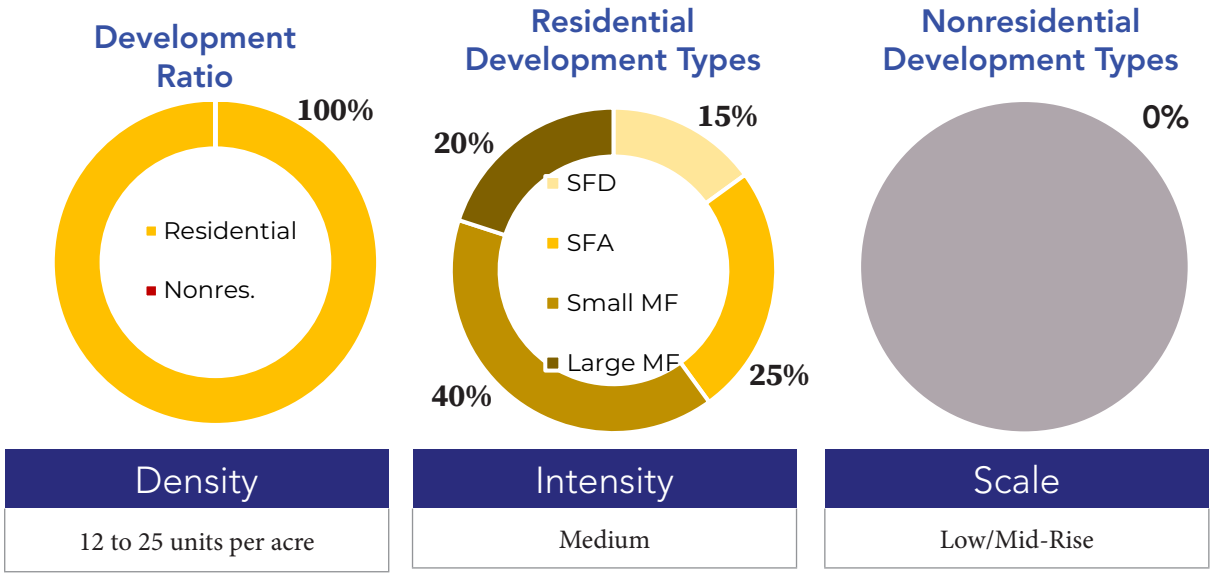
## MIXED DENSITY NEIGHBORHOODS

Mixed Density Neighborhoods primarily support a mix of housing options that may consist of one or more of the following housing types from more dense single family homes to small multifamily, with a higher proportion of attached, missing middle, and multifamily products than the Neighborhood category.

The mixed density neighborhood areas are intended to diversify residential areas and allow for infill of different housing types among new or existing single family homes.

This use can serve as an appropriate transition from nonresidential and mixed-use areas to the lower density Neighborhoods.

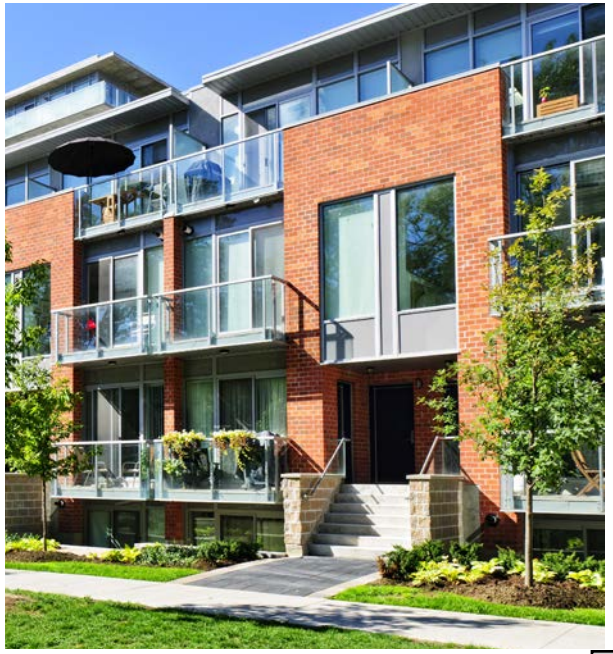
**Figure 3.5.** Mixed Density Neighborhoods Land Use Mix Dashboard




| Density | Intensity | Scale |
|---|---|---|
| 12 to 25 units per acre | Medium | Low/Mid-Rise |





| DEVELOPMENT TYPE | APPROPRIATENESS | CONDITIONS |
|---|---|---|
| Single-Family Detached (SFD) | ●●●○○ | Appropriate if a denser product on smaller lots, condo regime, or "build-to-rent" products. |
| SFD + ADU | ●●●●○ | |
| SFA, Duplex | ●●●●● | |
| SFA, Townhomes and Detached Missing Middle | ●●●●● | Appropriate overall. |
| Apartment House (3-4 units) | ●●●●● | |
| Small Multifamily (8-12 units) | ●●●●● | |
| Large Multifamily (12+ units) | ●●●○○ | Appropriate when adjacent to retail and employment opportunities, with superior access to open space and roadways. Should be integrated with small multifamily and other missing middle housing options. |
| Mixed-Use Urban, Neighborhood Scale | ●○○○○ | Not considered appropriate, but may occur in other future land use categories adjacent to Mixed-Density Neighborhoods. |
| Mixed-Use Urban, Community Scale | ●○○○○ | |
| Shopping Center, Neighborhood Scale | ●○○○○ | |
| Shopping Center, Community Scale | ●○○○○ | |
| Light Industrial Flex Space | ●○○○○ | |
| Manufacturing | ●○○○○ | Not considered appropriate. |
| Civic | ●●●●● | Considered supportive to the function and livability of this future land use category; government buildings, schools and community facilities can serve as activity hubs within neighborhoods. |
| Parks and Open Space | ●●●●● | Generally considered appropriate or compatible within all Land Use Categories. |

12/27/23

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: Dominium Multi-Family Rezoning
Case Number: 2023-P-1596-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 the Dominium Multi-Family apartments located at 12200 Tower Rd, Manor, TX from (IN-1) Industrial-Light to (MF-2) Multi-Family 25. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for the Dominium, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Industrial Light to (MF-2) Multifamily – 25.**

***Applicant: Dominium***
***Owner: Kenneth Tumlinson***

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.

Shaterica & Wesley Robernson
14401 ESTUARY RD
MANOR, TX 78653

Josias Gaona & Elvira Fernadez
14405 ESTUARY RD
MANOR, TX 78653

Willie Earl Easley & Tracy Y. Lee
14409 ESTUARY RD
MANOR, TX 78653

Donald R. & Cindy L. Williams
14413 ESTUARY RD
MANOR, TX 78653

Gaurav Dhingra & Saxena B. Charul
2688 Corey Pl
SAN RAMON, CA 94583

Marco A. Zarate
14421 ESTUARY RD
MANOR, TX 78653

Phillip & Lillian Howard
11740 CARBROOK RD
MANOR, TX 78653

Jorge Nicanor
11736 CARBROOK RD
MANOR, TX 78653

Tommy Ortegon & Amy Martinez
11732 CARBROOK RD
MANOR, TX 78653

Yvonne & Christopher T. Solis
11728 CARBROOK RD
MANOR, TX 78653

Jiacheng Hong & Duan Yuqiong
1436 CABRILLO AVE
BURLINGAME, CA 94010

Dechard & Doris Freeman
11720 CARBROOK RD
MANOR, TX 78653

John Allan Doranski
1801 ROBERT TYLER DR
KILLEN, TX 76542

Magdaleno C. Moreno Jr.
11725 CARBROOK RD
MANOR, TX 78653

Mary Davis & Jordan Wesley Barrs
11729 CARBROOK RD
MANOR, TX 78653

Chasalyn M. Rowlett
11733 CARBROOK RD
MANOR, TX 78653

Jeremiah Gonzales & Ashley D. Endicott
11737 CARBROOK RD
MANOR, TX 78653

Kevin J. Carlin & Taylor Nicole Radke
11741 CARBROOK RD
MANOR, TX 78653

Standford B. Routt
1926 MULLIGAN DR
ROUND ROCK, TX 78664

Vishal & Aparna Bhatnagar
11913 RIPARIAN RD
MANOR, TX 78653

Kenyata B. Jones
11917 RIPARIAN RD
MANOR, TX 78653

Sebastian Joseph & Lauren Ann Breci
11921 RIPARIAN RD
MANOR, TX 78653

Tsegaye K. Alemu & Birru A. Ejigayehu
11925 RIPARIAN RD
MANOR, TX 78653

Vishnu Santhi Kallam
24300 SW HIDDEN VALLEY RD
PECULIAR, MO 64078

Mary L. Geil
11933 RIPARIAN RD
MANOR, TX 78653

Portia R. Vincent
11937 RIPARIAN RD
MANOR, TX 78653

Maria M. Williams
12001 RIPARIAN RD
MANOR, TX 78653

Rochan Bhuptani
752 SPRINGFIELD DR
CAMPBELL, CA 95008

Rafaela Resendez & Juana Rosales
12009 RIPARIAN RD
MANOR, TX 78653

Fidele Kimararungu & Nyabirori Odette
12013 RIPARIAN RD
MANOR, TX 78653

Douglas & Glenda Sparks
12017 RIPARIAN RD
MANOR, TX 78653

Christopher & Denise Martinez
12200 TOWER RD
MANOR, TX 78653

Benjamin Taehoon Chung
PO BOX 812
MANOR, TX 78653

Stan Voelker
14401 N FM 973
MANOR, TX 78653

Emehul & Maria Alvarado
12101 TOWER RD
MANOR, TX 78653

Dee L. Brown
14200 SUNCREST RD
MANOR, TX 78653

AGENDA ITEM NO. 2

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

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*

**BACKGROUND/SUMMARY:**

This property is currently in our ETJ but is being annexed. The first reading of the annexation ordinance was on January 3, 2024. The default zoning after annexation is Agricultural. This approximately 1-acre tract is a remainder piece of a larger 33-acre tract that is being subdivided for the Manor Commons Phase 3 development. As part of the Manor Commons Phase 3 development agreement, this remainder tract was to be annexed and zoned. The property owner/developer has filed for voluntary annexation with the City Council and is concurrently processing the zoning of the 1-acre tract. The larger portion of the development that is already within the city limits is zoned C-1 Light Commercial, so the 1-acre tract is being requested as C-1 to be consistent with the rest of the development.

The Planning and Zoning Commission conducted the public hearing and voted 7-0 to recommend approval of the rezoning.

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

- Letter of Intent
- Ordinance
- Owner approval to change from C-2 to C-1
- Rezoning Map
- Aerial Image
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council 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.

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

**ORDINANCE NO. ____**

**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.

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

**PASSED AND APPROVED SECOND AND FINAL READING** on this the ___ 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 TIMMERMANN 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 REFERECE** 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,

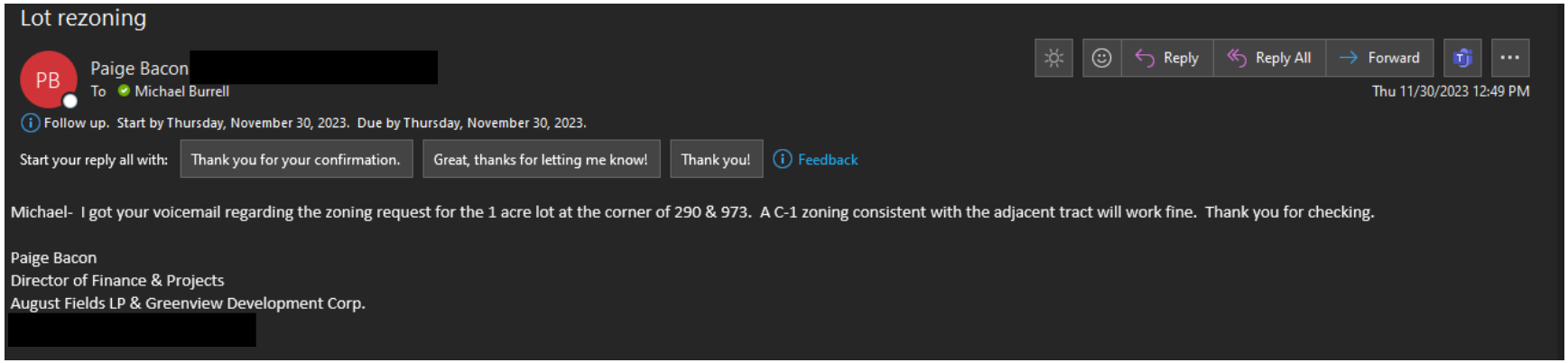
Our intention with this application is to re-zone the land described in the Metes and Bounds attached to this application from Agricultural use to C-2 Commercial Zoning to be consistent with the adjacent tract (31.889 acres owned by Timmermann Commercial Investments, LP). The combined tracts (32.8690 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

PB

Paige Bacon [redacted]

To Michael Burrell

Reply Reply All Forward

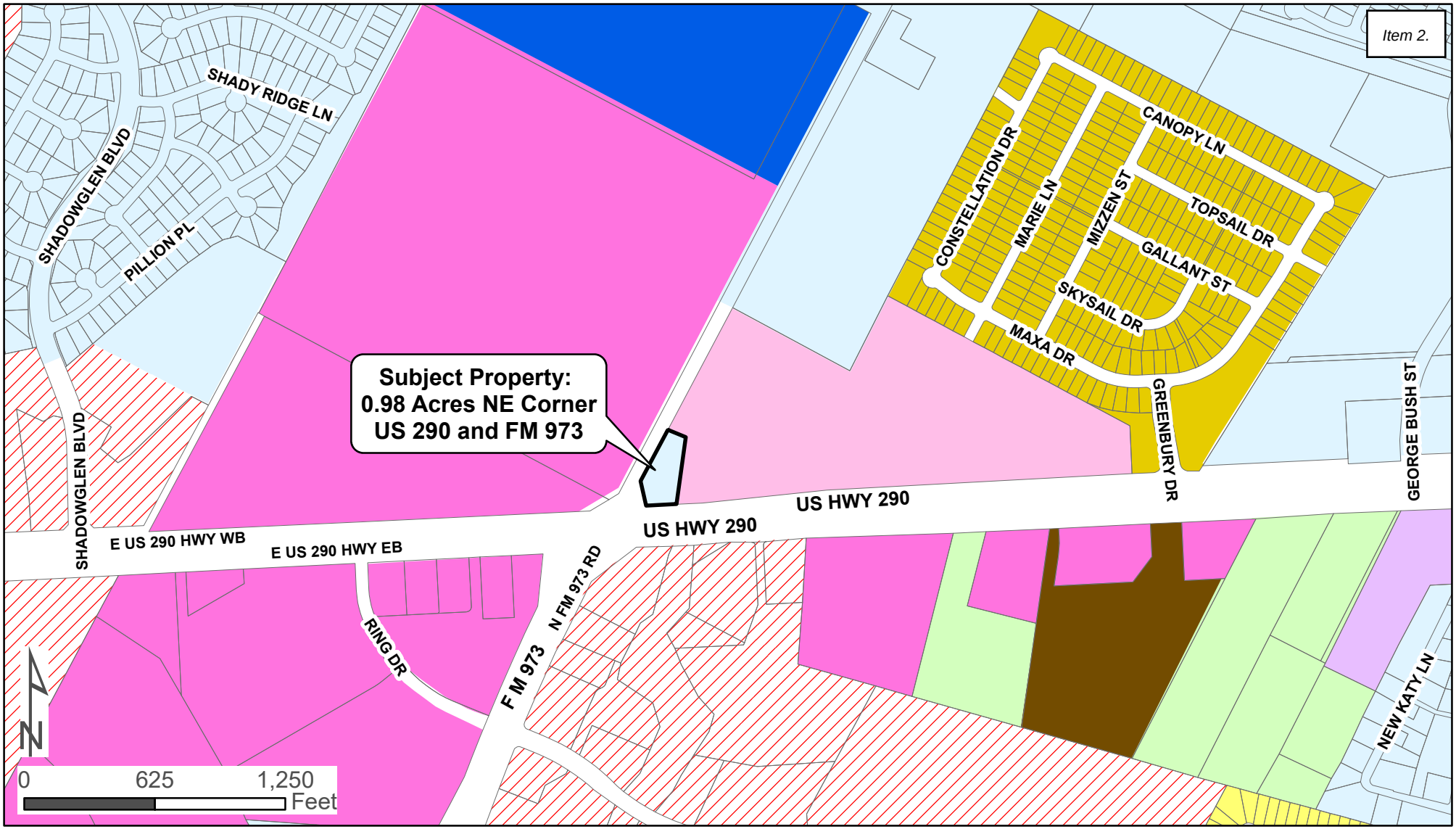
Thu 11/30/2023 12:49 PM

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

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.
[redacted]




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

973

973

973

Mr. W Fireworks

Timmerman Rezoning Aerial Image

290

290

290

71

Google Earth

200 ft

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.

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 NO. 3

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Lluvia T. Almaraz, City Secretary
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**
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

**BACKGROUND/SUMMARY:**

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

- • January 3, 2024, City Council Workshop Minutes
- • January 3 ,2024, City Council Regular Meeting Minutes
- • January 6, 2024, City Council and P&Z Commission Joint Workshop 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
# WORKSHOP SESSION MINUTES
# JANUARY 3, 2024

**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

**WORKSHOP SESSION – 5:30 P.M.**

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:37 p.m. on Wednesday, January 3, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**A. City Council Compensation Plan**

The attached Council Monthly Report Form was discussed.

- Review of City Council Monthly Report Form
- Discussion of Tier's Guidelines

There was no action taken.

**ADJOURNMENT**

The Workshop Session of the Manor City Council was Adjourned at 6:50 p.m. on Wednesday, January 3, 2024.

Draft Minutes

These minutes were approved by the Manor City Council on the 17th day of January 2024.

**APPROVED:**

_____
Dr. Christopher Harvey
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

# Manor City Council
# Monthly Report

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |
| | |
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |
| | |
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |
| | |
| IV | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |
| | |

# TIER 1

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

# TIER 3

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| HOA: | | |
| ESD: | | |
| EMS: | | |
| Other: | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

# TIER 4

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| **IV** | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |

**Other**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# CITY COUNCIL
# REGULAR SESSION MINUTES
# JANUARY 3, 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
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Frank T. Phelan, P.E., City Engineer
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 7:09 p.m. on Wednesday, January 3, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

Draft Minutes

## INVOCATION

Mayor Harvey gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PUBLIC COMMENTS

No one appeared at this time.

## PUBLIC HEARINGS

**1. Conduct a public hearing on annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

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

Mayor Harvey opened the Public Hearing.

Development Services Director Dunlop discussed the annexation request.

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

There was no further discussion.

**Motion to close carried 7-0**

## CONSENT AGENDA

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

- **December 6, 2023, City Council Regular Meeting;**
- **December 18,2023, City Council Called Special Session; and**
- **December 20, 2023, City Council Regular Meeting**

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

There was no further discussion.

**Motion to approve carried 7-0**

Draft Minutes

**REGULAR AGENDA**

**3. First 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.**

The city staff recommended that the City Council approve the first reading of 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.

Development Services Director Dunlop discussed the proposed annexation.

Ordinance: 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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace approve the first reading of 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.

There was no further discussion.

**Motion to approve carried 7-0**

**4. Consideration, discussion, and possible action to a Construction Contract for the One-Time Capital Metro BCT Funded Paving Improvements Project.**

The city staff recommended that the City Council approve and award the construction contract for the One-Time Capital Metro BCT Funded Paving Improvements project to Asphalt Inc., LLC doing business as Lone Star Paving Company in the amount of $579,457.90.

Tyler Shows with GBA discussed the proposed construction contract.

A discussion was held regarding the striping of the road.

A discussion was held regarding future modifications to the curve area exiting the McDonald's parking lot.

A discussion was held regarding the quality of road paving material used for the project.

Draft Minutes

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir approve and award the construction contract for the One-Time Capital Metro BCT Funded Paving Improvements project to Asphalt Inc., LLC doing business as Lone Star Paving Company in the amount of $579,457.90.

There was no further discussion.

**Motion to approve carried 7-0**

**5. Consideration, discussion, and possible action on authorizing a resolution of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Corridor Improvements.**

The city staff recommended that the City Council direct staff to prepare a resolution of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Corridor Improvements.

City Manager Moore discussed a proposed Resolution of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Corridor Improvements.

Mayor Harvey discussed the process and support the city will give for the U.S. 290 Highway Corridor Improvements.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno to approve and direct staff to prepare a resolution of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Corridor Improvements.

There was no further discussion.

**Motion to approve carried 7-0**

**6. Consideration, discussion, and possible action on the confirmation, ratification and approval of a letter agreement with Greenview Development 973, LP for the conveyance of a Waterline and Temporary Construction Easement and acceptance of the Easements; authorizing the City Manager to take all actions necessary to accept conveyance of the Easements.**

The city staff recommended that the City Council authorize, confirm, and ratify the approval of a letter agreement with Greenview Development, LP for the conveyance of a Waterline and Temporary Construction Easement and acceptance of the Easements and the City Manager to take all actions necessary to accept conveyance of the Easements.

Assistant City Attorney Rivera discussed the ratification requirement for a letter of agreement with Greenview Development.

Draft Minutes

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno approve and authorize, confirm, and ratify the approval of a letter agreement with Greenview Development, LP for the for the conveyance of a Waterline and Temporary Construction Easement and acceptance of the Easements and the City Manager to take all actions necessary to accept conveyance of the Easements.

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 7:46 p.m. on Wednesday, January 3, 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; and Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel on a disannexation petition for 12906 Johnson Road at* 7:46 p.m. on Wednesday, January 3, 2024.

The Executive Session was adjourned at 8:21 p.m. on Wednesday, January 3, 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 8:21 p.m. on Wednesday, January 3, 2024.

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

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 8:21 p.m. on Wednesday, January 3, 2024.

Draft Minutes

These minutes were approved by the Manor City Council on the 17th day of January 2024.

**APPROVED:**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

# CITY COUNCIL & PLANNING AND ZONING COMMISSION
# JOINT WORKSHOP SESSION
# MINUTES
# JANUARY 6, 2024

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**P&Z COMMISSIONERS:**

Julie Leonard, Place 1
Prince Chavis, Place 2 (Absent)
Cresandra Hardeman, Place 3
Felix Paiz, Vice-Chair, Place 4
Celestine Sermo, Place 5
Cecil Meyer, Place 6
James Terry, Place 7
Gabrile Nila, Alternate 1
Gabrielle Orion, Alternate 2

**CITY STAFF:**

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director

**WORKSHOP SESSION – 9:00 A.M.**

With a quorum of the Council Members and P&Z Commissioners present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 9:05 a.m. on Saturday, January 6, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**A. Discussion of goals and vision**

Mayor Harvey presented the attached PowerPoint presentation.

A discussion was held regarding goals and visions for the city.

Team Building activities were conducted.

Draft Minutes

### B. Discussion of future joint workshop sessions

The next joint workshop session was scheduled for April 6, 2024, at 9:00 a.m. at Manor City Hall, 105 E. Eggleston St., Manor, Texas.

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

**ADJOURNMENT**

The Manor City Council and P&Z Commission Workshop Session adjourned at 11:31 a.m. on Saturday, January 6, 2024.

The Manor City Council approved these minutes on the 17th day of January 2024.

**APPROVED:**

_____
Dr. Christopher Harvey
Mayor

**ATTEST:**

_____
Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

# City Council Workshop

## Workshop Session - 1.06.2024

# Norms



A - Ask questions, Assume positive intent

E - Engage fully, Equity in voice

I - Integrate new learning, Interrogate biases

O- Open to new perspectives and collaborative relationships

U - Utilize new information, Unfinished learning

Y - Know your Why

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

Julie Leonard, P&Z, Place 1
Prince Chavis, P&Z, Place 2
Cresandra Hardeman, P&Z, Place 3
Felix Paiz, Vice-Chair, P&Z, Place 4
Celestine Sermo, P&Z, Place 5
Cecil Meyer, P&Z, Place 6
James Terry, P&Z, Place 7
Gabriel Nila, Alternate 1
Gabrielle Orion, Alternate 2

# City Council & Planning and Zoning Commission
# Joint Workshop

**Saturday, January 06, 2024 at 9:00 AM**

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

## AGENDA

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**A. Discussion of goals and vision**

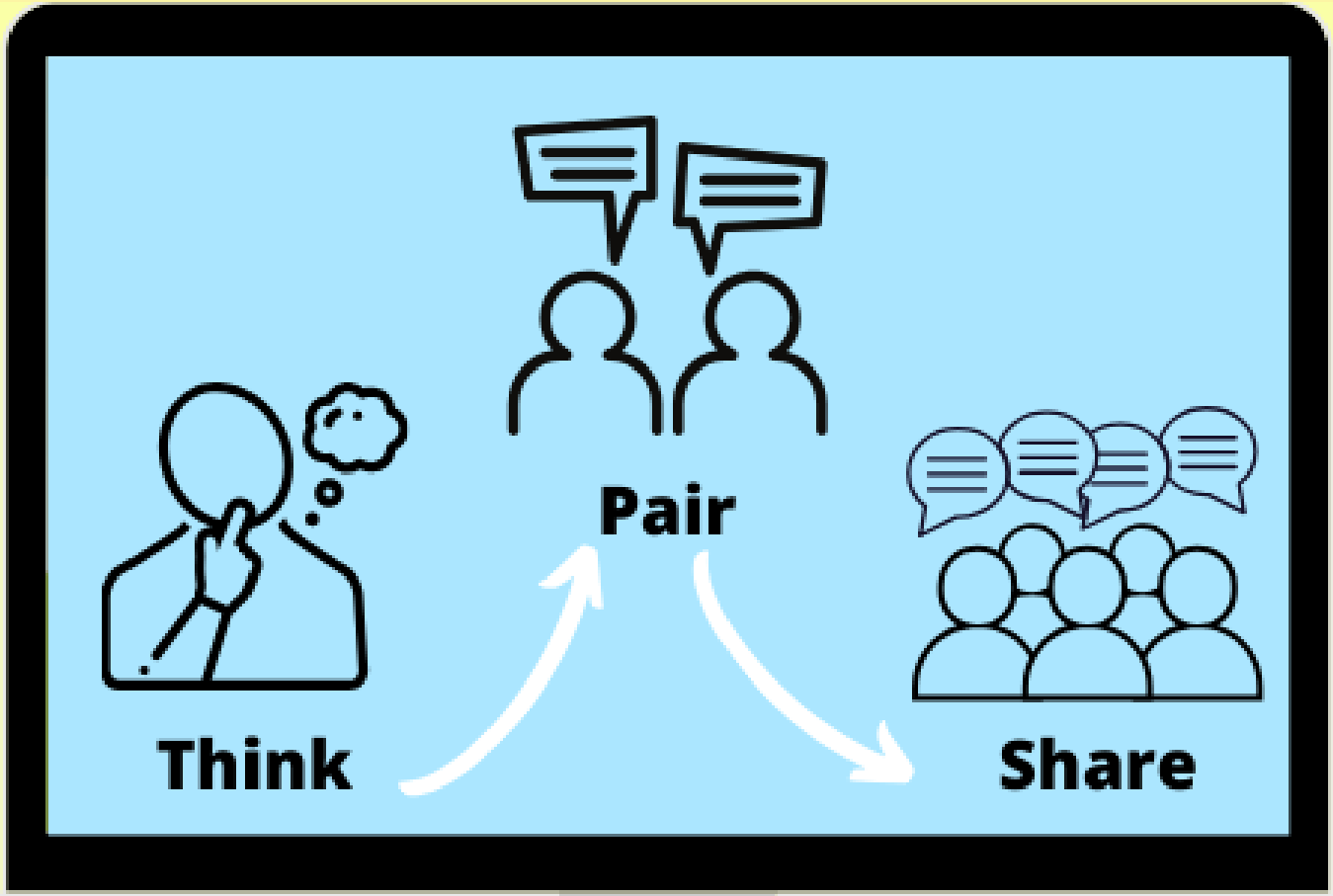
**B. Discussion of future joint workshop sessions**

**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).

**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: Wednesday, January 3, 2024, by 9:00 AM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.


Pair
Think
Share

# Why are you here in Manor and in the position you are in today?

# What do you want to see for our City?

# What do you believe we can accomplish together?

# What do you believe we can accomplish together?

# Goals - #BUILDManorStrong

- **B**uilding Opportunities for Families
- **U**nderstanding and Developing Our Community
- **I**ncreasing Business and Job Training Opportunities
- **L**ong-range Strategic Planning
- **D**eveloping the infrastructure needed for growth

# Shared Values – "I C²ARE" - I CCARE

- Integrity
- Communication
- Collaboration
- Accountability
- Respect
- Equity

# TEAM BUILDing

# Vision

# Vision Statement

What We Hope to Become

The City of Manor is a diverse, sustainable community and regional leader with exceptional services, a high quality of life, and a safe environment for citizens and businesses to thrive.

# City of Manor

Texas Municipal League
Small Cities Conference

**5/11/2023**



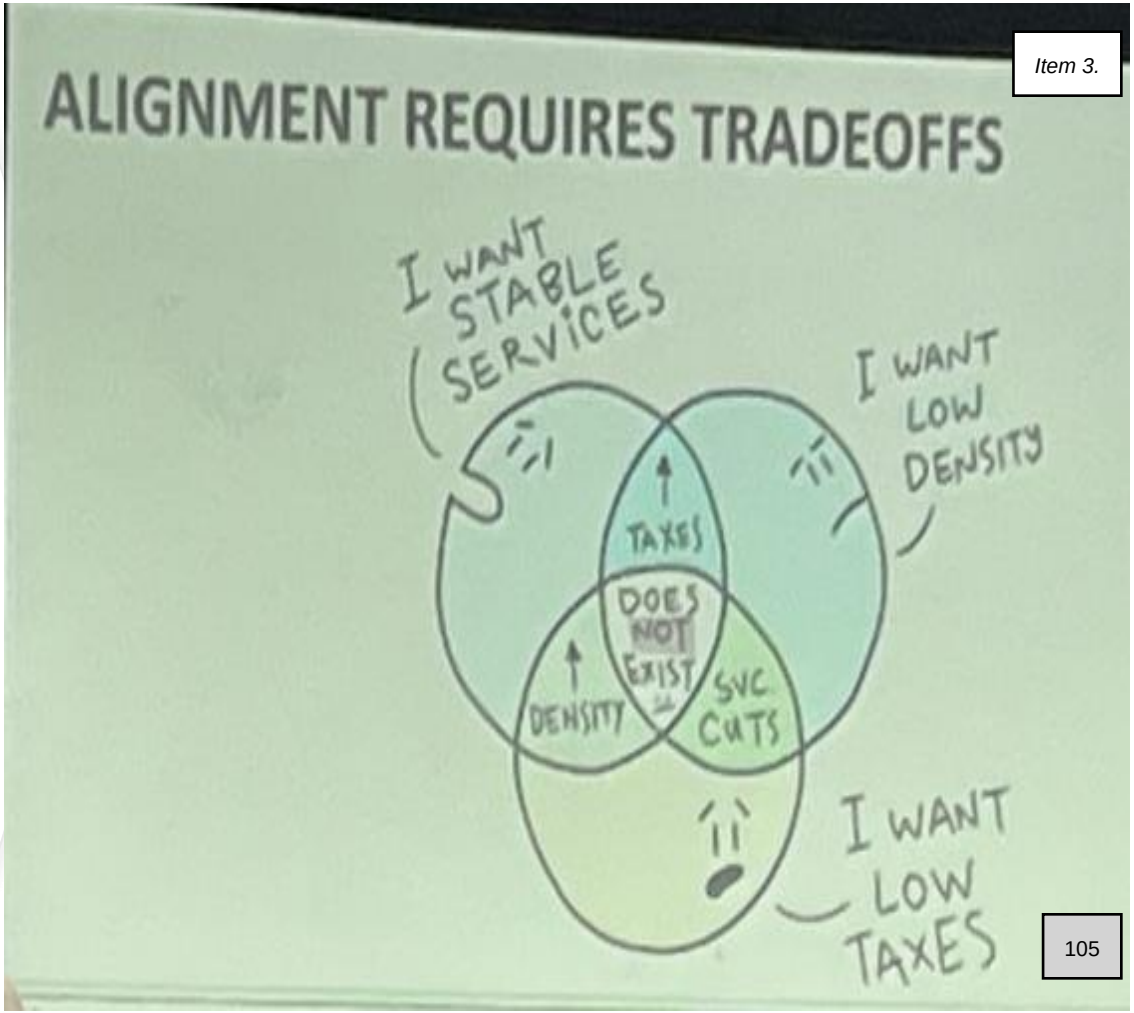
# Economic Development for Small Towns

Michael Guevara – Founding and Managing Shareholder, Guevara Law

## Close the Resource Gap – Pick 2

- Increase Taxes or Fees
- Reduce Services
- Develop Responsibly

# To Close The Resource Gap, We Can Only Get Two of the Three.



- Walkable
- Bikeable
- Connecting to Trails
- Uber/Lift
- Carpool
- Personal Vehicles
- Public Transportation



# "COMPLETE" NEIGHBORHOODS



WE NEED A COMMON LANGUAGE TO DISCUSS COMMON PROBLEMS AND BUILD COMMON SOLUTIONS








FISCAL SUSTAINABILITY = DOLLAR$ + *SENSE*

# IS YOUR CITY *REALLY* FISCALLY SUSTAINABILE?

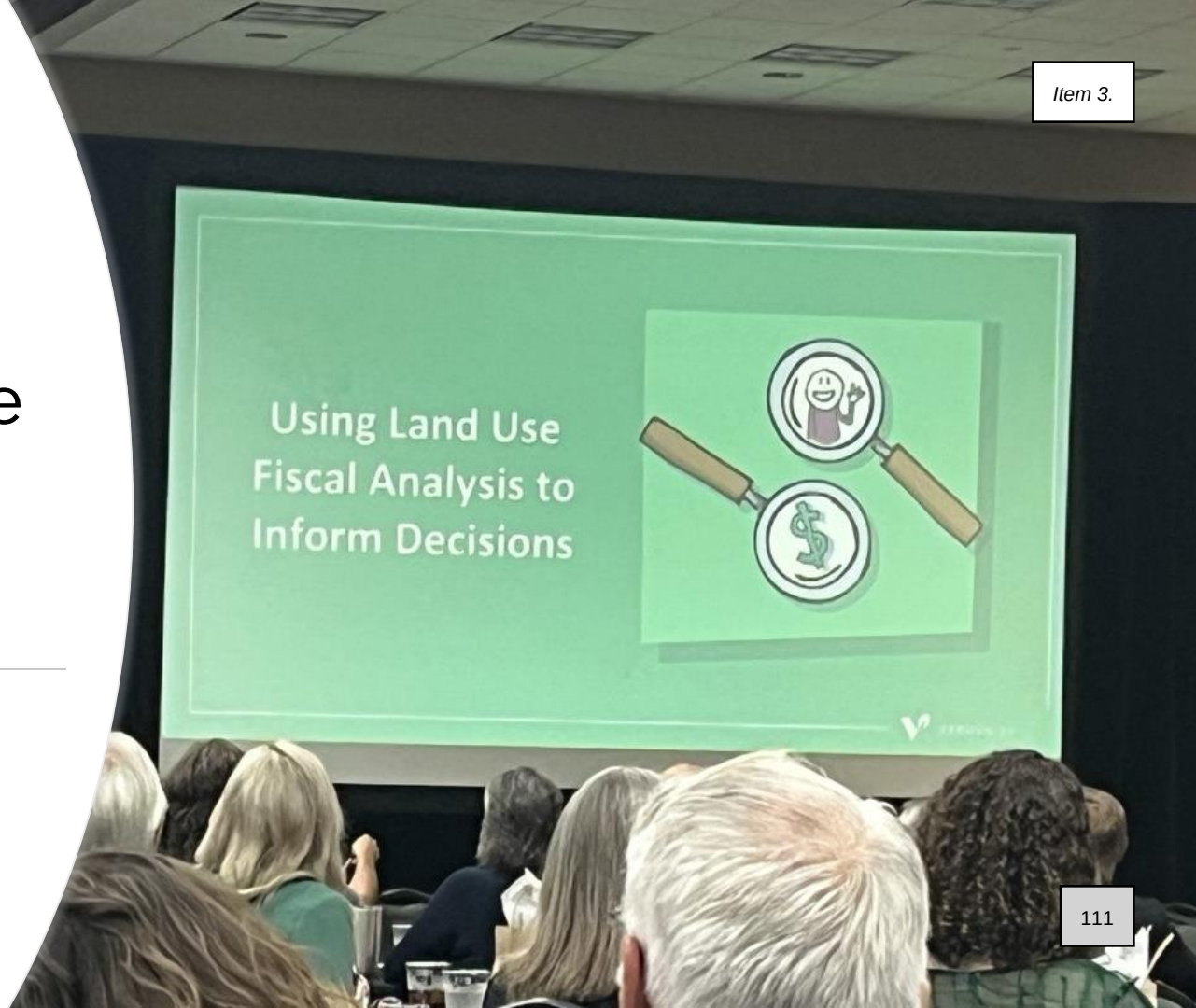
- Does your City have enough money to pay for basic services and infrastructure maintenance now and in the future?
- How much of the City's revenue is depending on volatile sources such as sales tax and fees from new development versus property tax (a more stable and predictable source)?
- Can current and future liabilities be addressed while keeping housing affordable for those who are and want to live in the community?

Is there a way to:

- ✓ Increase your city's tax base
- ✓ Grow local jobs and businesses
- ✓ Diversify housing types and price points
- ✓ Improve safety and mobility options
- ✓ Close infrastructure funding gaps
- ✓ Increase wealth of residents and businesses

***without raising taxes?***

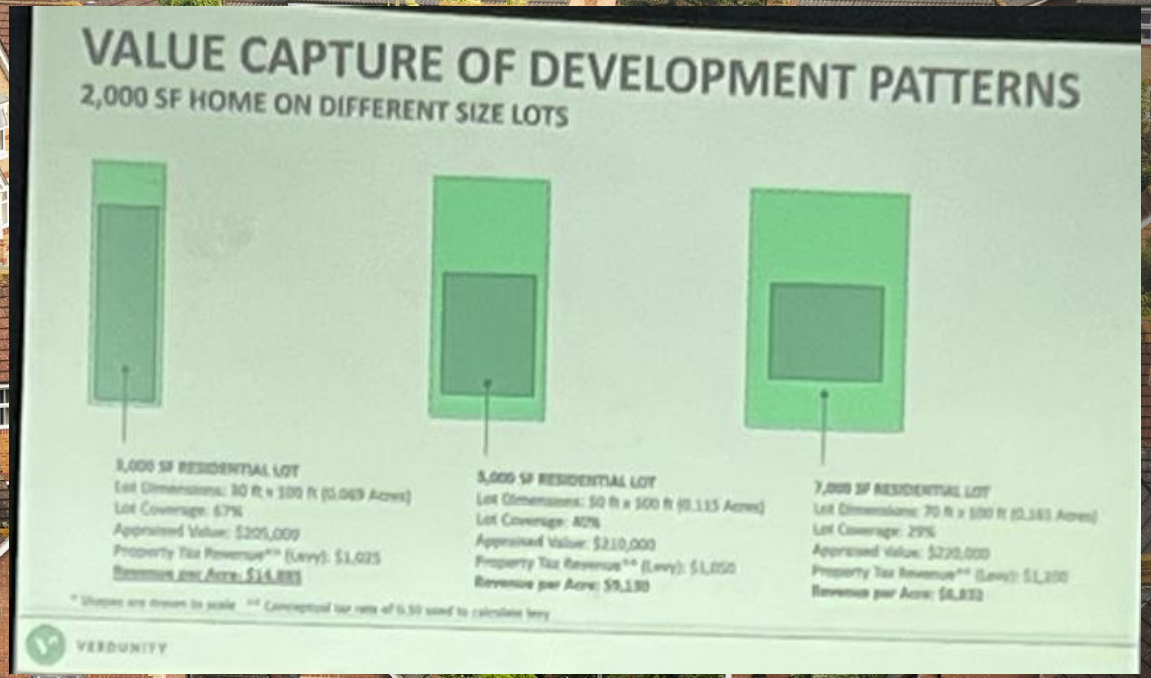
# We Have to Think About Strategic Dense Spaces to Sustain Manor



# The Height of the Green Lines Correlate to the Property Taxes per Acre

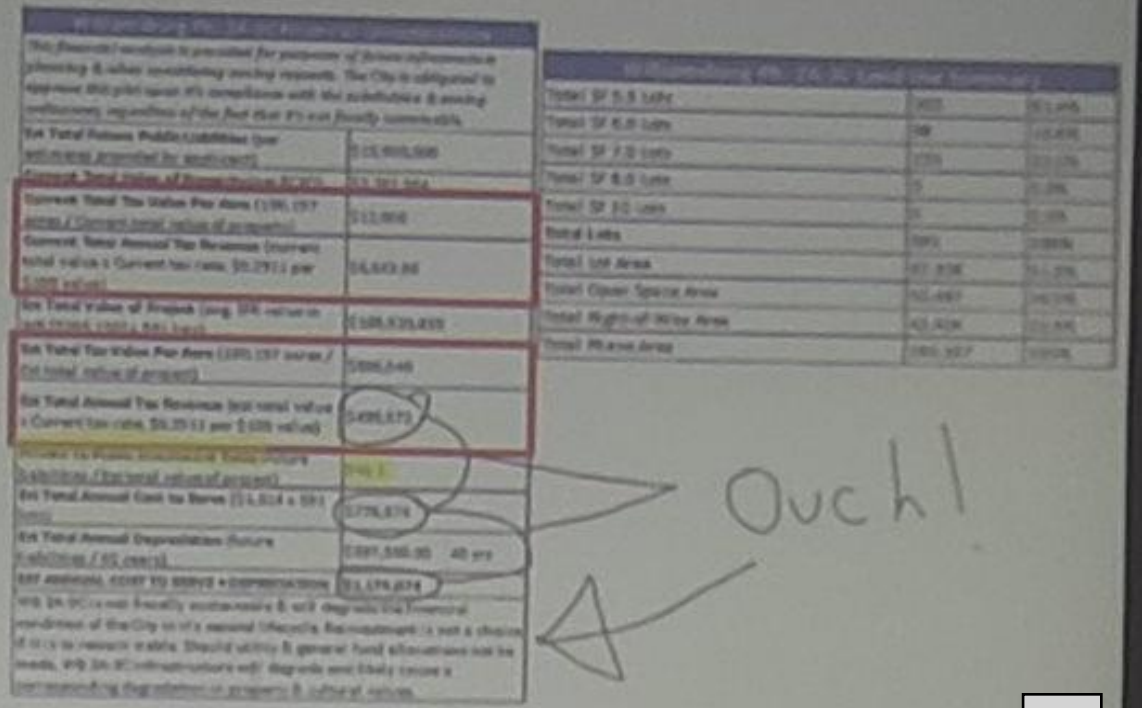


# There is a Reason for a Having a Diverse Housing Product in and Across the City of Manor



# DEVELOPMENT FISCAL IMPACT ANALYSIS

**Will Private Development Generate Enough Tax Revenue to Recoup the Public Investment Over the Life Cycle of the Project?**

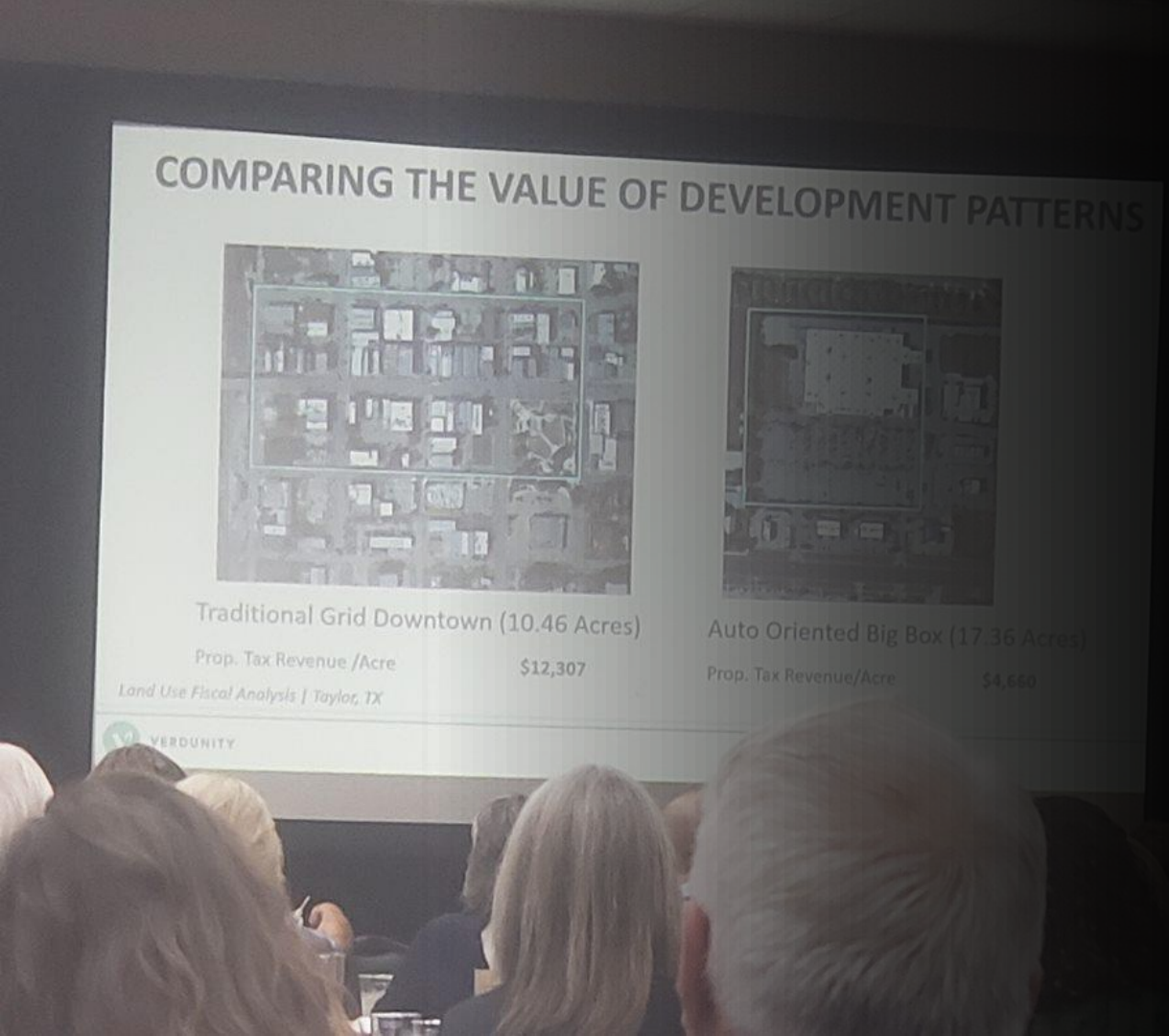


# Comparing the Value of Development Patterns

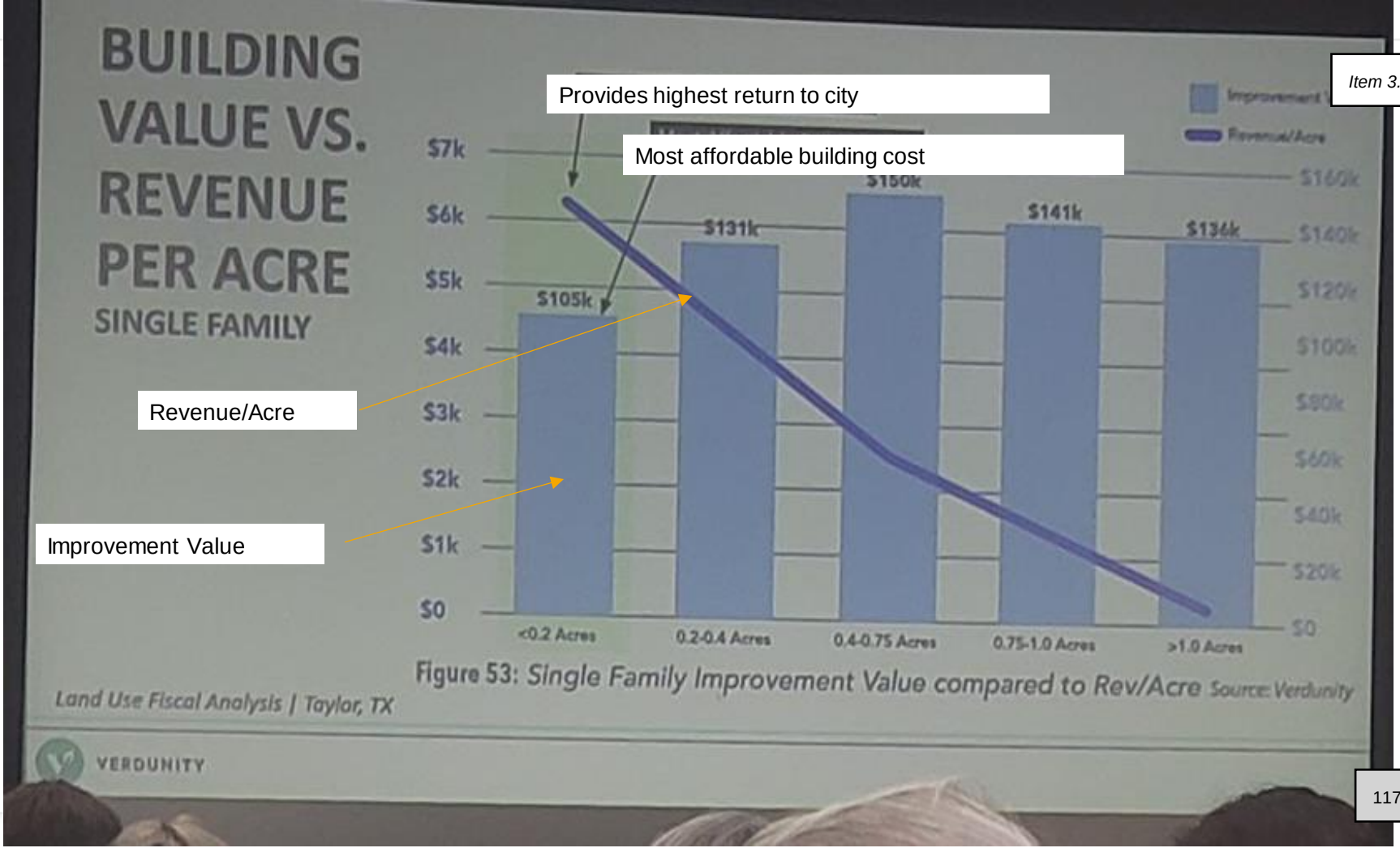
- Main Street Mixed-Use
- 0.76 acres
- **$15,540 per acre**

- Suburban Pad Site
- 0.72 acres
- **$4492 per acre**






# Downtown Density increases revenue, affordability, and access to small businesses.


BUILDING VALUE VS. REVENUE PER ACRE
SINGLE FAMILY
Provides highest return to city
Most affordable building cost
Revenue/Acre
Improvement Value
Improvement
Revenue/Acre
$7k
$6k
$5k
$4k
$3k
$2k
$1k
$0
$160k
$140k
$120k
$100k
$80k
$60k
$40k
$20k
$0
$105k
$131k
$150k
$141k
$136k
<0.2 Acres
0.2-0.4 Acres
0.4-0.75 Acres
0.75-1.0 Acres
>1.0 Acres
Figure 53: Single Family Improvement Value compared to Rev/Acre Source: Verdunity
Land Use Fiscal Analysis | Taylor, TX
VERDUNITY

# HIGH VALUE DEVELOPMENT (PROPERTY TAX)

## Common Characteristics

- ✓ High ratio of building footprint to lot size
- ✓ Multi-story structures
- ✓ Narrow lot frontage
- ✓ Smaller lots
- ✓ Narrower streets in a grid pattern

## Assessed Value & Revenue per Acre

- ✓ High density mixed-use
- ✓ Multifamily and smallplexes
- ✓ Live-work and neighborhood commercial
- ✓ Small lot single family detached
- ✓ Large lot single family detached
- ✓ Big box commercial
- ✓ Industrial

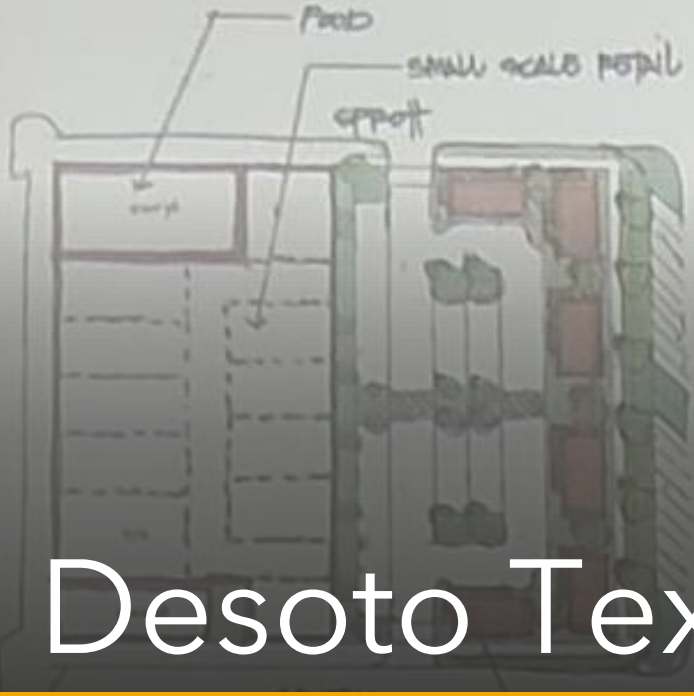



VERDUNITY

- Activate vacant spaces for test concepts
- Provide affordable spaces for residents and small businesses
- Build and grow local businesses incrementally
- Grow city tax base and community wealth
- Contribute to Community Character



# REVITALIZING AGING PLACES AND BUILDINGS














# Desoto Texas

# When We are Successful, What Will People Say About Manor, Texas?

# What Behaviors or Decisions Need to Change to Accomplish the Vision?

# Next Meeting

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

- 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

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

- December 2023 Department Monthly Reports

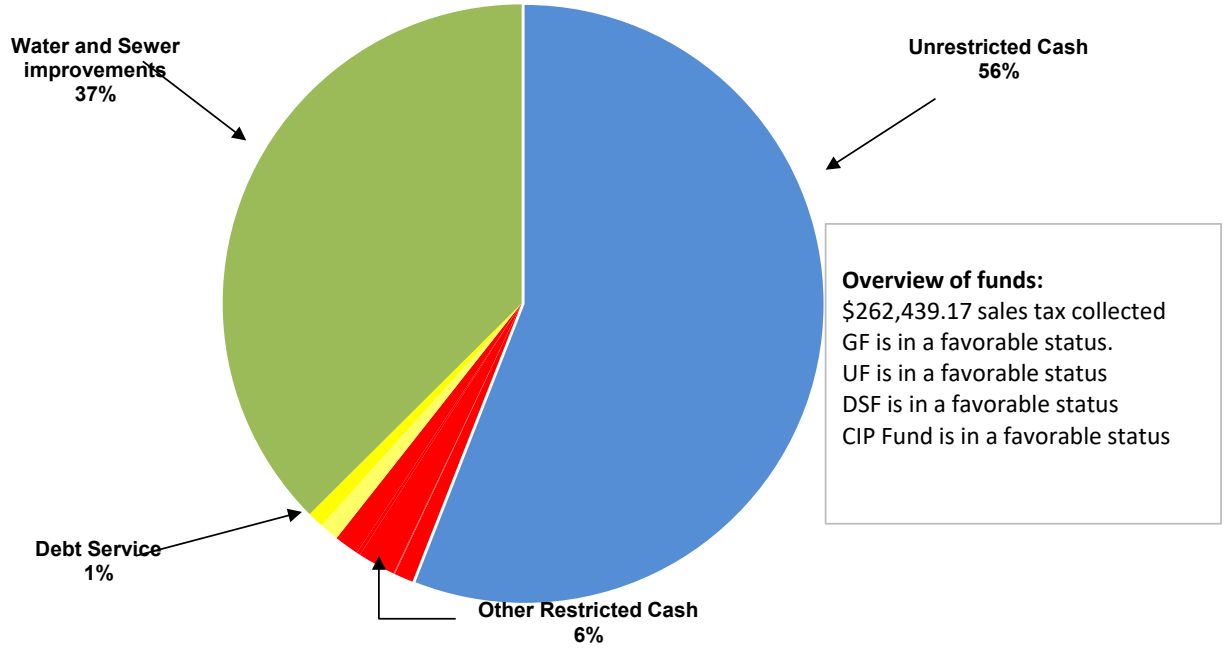
**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve and accept the December 2023 Departmental Reports.

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

**CITY OF MANOR, TEXAS**
**CASH AND INVESTMENTS**
**As Of September, 2023**

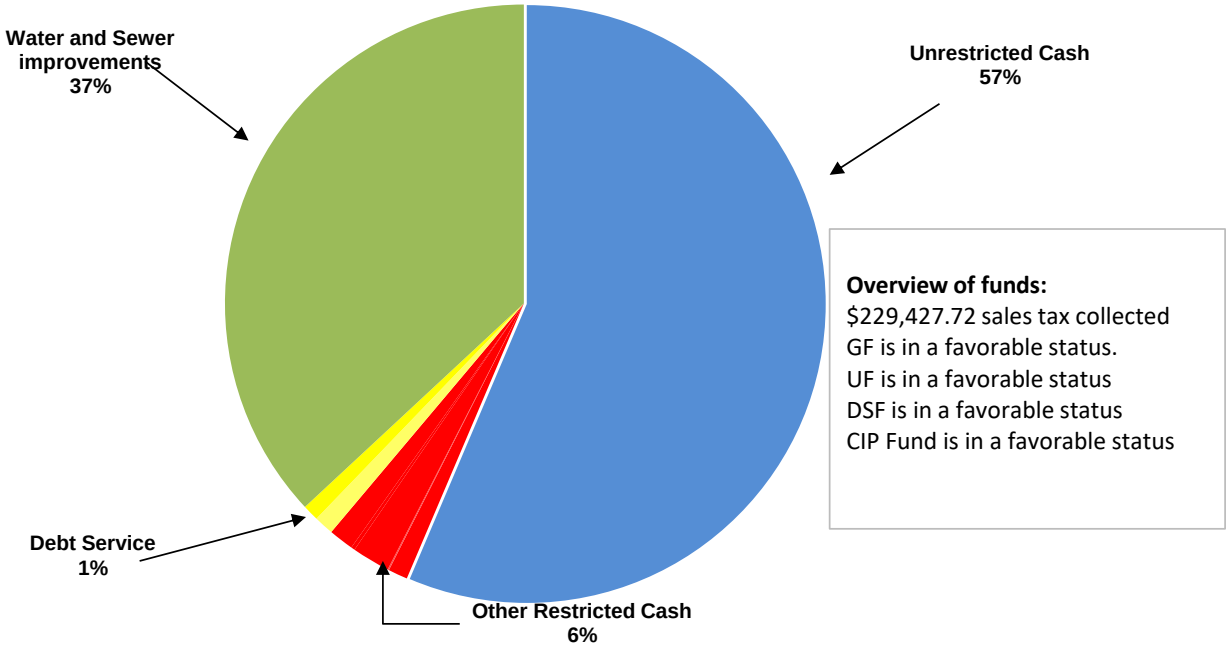
| CASH AND INVESTMENTS | GENERAL FUND | UTILITY FUND | DEBT SERVICE FUND | SPECIAL REVENUE FUNDS | CAPITAL PROJECTS FUND | TOTAL |
|---|---|---|---|---|---|---|
| Unrestricted: | | | | | | |
| Cash for operations | 22,069,253 | 13,532,989 | | | | 35,602,242 |
| Restricted: | | | | | | |
| Tourism | | | | 655,463 | | 655,463 |
| Court security and technology | 42,785 | | | | | 42,785 |
| Rose Hill PID | | | | 1,303,228 | | 1,303,228 |
| Manor Heights TIRZ | | | | 128,584 | | 128,584 |
| Customer Deposits | | 845,494 | | | | 845,494 |
| Park | 672,164 | | | | | 672,164 |
| Debt service | | | 551,522 | | | 551,522 |
| Capital Projects | | | | | | |
| Water and sewer improvements | | | | 8,442,919 | 15,388,787 | 23,831,706 |
| TOTAL CASH AND INVESTMENTS | $ 22,784,201 | $14,378,483 | $ 551,522 | $ 10,530,194 | $ 15,388,787 | $ 63,633,188 |




* Moving forward in October 2023 the HOT funds will be reflective of the bank balance

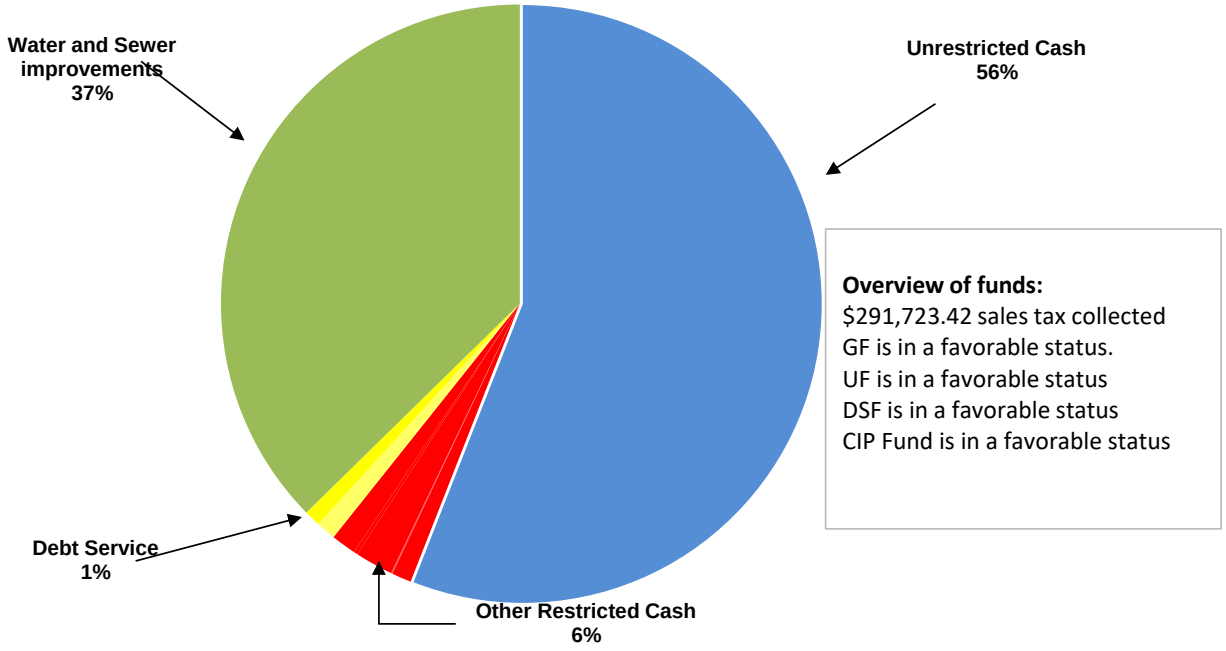
**CITY OF MANOR, TEXAS**
**CASH AND INVESTMENTS**
**As Of October, 2023**

| CASH AND INVESTMENTS | GENERAL FUND | UTILITY FUND | DEBT SERVICE FUND | SPECIAL REVENUE FUNDS | CAPITAL PROJECTS FUND | TOTAL |
|---|---|---|---|---|---|---|
| Unrestricted: | | | | | | |
| Cash for operations | 21,751,620 | 13,871,214 | | | | 35,622,834 |
| Restricted: | | | | | | |
| Tourism | | | | 664,562 | | 664,562 |
| Court security and technology | 45,230 | | | | | 45,230 |
| Rose Hill PID | | | | 1,300,678 | | 1,300,678 |
| Manor Heights TIRZ | | | | 128,584 | | 128,584 |
| Customer Deposits | | | | 852,999 | | 852,999 |
| Park | 672,164 | | | | | 672,164 |
| Debt service | | | 551,522 | | | 551,522 |
| Capital Projects | | | | | | |
| Water and sewer improvements | | | | 8,749,079 | 14,567,086 | 23,316,165 |
| TOTAL CASH AND INVESTMENTS | $ 22,469,014 | $13,871,214 | $ 551,522 | $ 11,695,902 | $ 14,567,086 | $ 63,154,737 |



**CITY OF MANOR, TEXAS**
**CASH AND INVESTMENTS**
**As Of November, 2023**

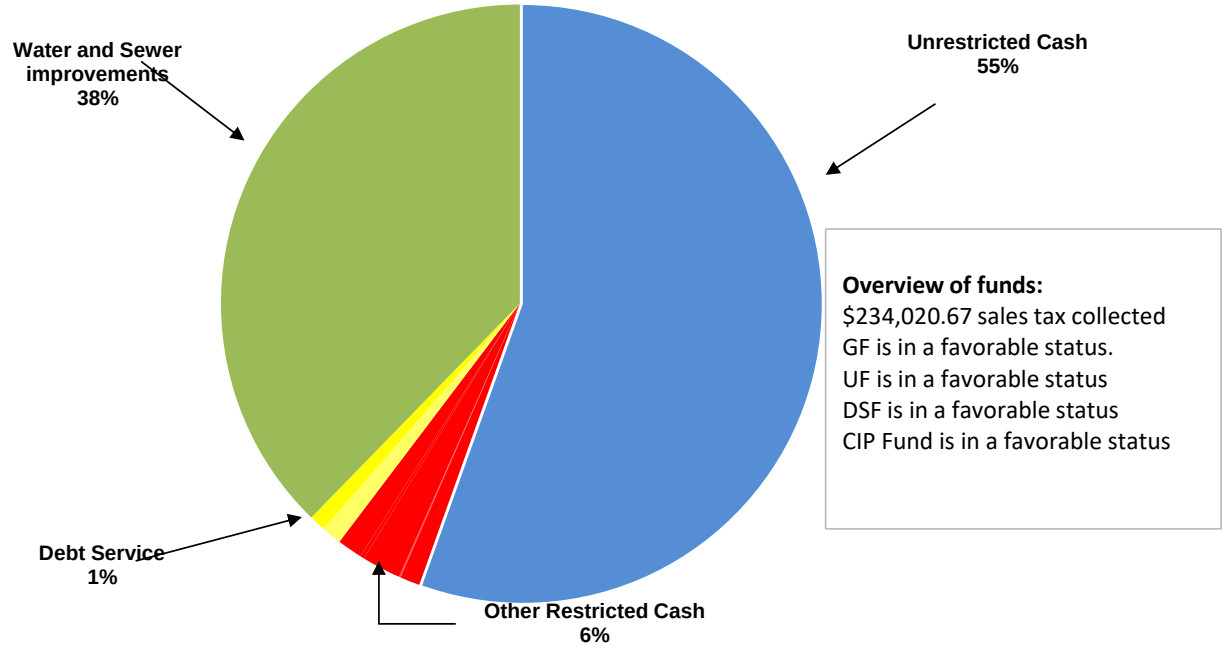
| CASH AND INVESTMENTS | GENERAL FUND | UTILITY FUND | DEBT SERVICE FUND | SPECIAL REVENUE FUNDS | CAPITAL PROJECTS FUND | TOTAL |
|---|---|---|---|---|---|---|
| Unrestricted: | | | | | | |
| **Cash for operations** | 21,218,485 | 13,905,938 | | | | 35,124,422 |
| Restricted: | | | | | | |
| **Tourism** | | | | 666,355 | | 666,355 |
| **Court security and technology** | 47,929 | | | | | 47,929 |
| **Rose Hill PID** | | | | 1,297,292 | | 1,297,292 |
| **Manor Heights TIRZ** | | | | 128,584 | | 128,584 |
| **Customer Deposits** | | | | 847,779 | | 847,779 |
| **Park** | 672,164 | | | | | 672,164 |
| **Debt service** | | | 551,522 | | | 551,522 |
| **Capital Projects** | | | | | | |
| **Water and sewer improvements** | | | | 8,956,424 | 14,479,177 | 23,435,601 |
| **TOTAL CASH AND INVESTMENTS** | $ 21,938,577 | $13,905,938 | $ 551,522 | $ 11,896,434 | $ 14,479,177 | $ 62,771,647 |




**Overview of funds:**
$291,723.42 sales tax collected
GF is in a favorable status.
UF is in a favorable status
DSF is in a favorable status
CIP Fund is in a favorable status

**CITY OF MANOR, TEXAS**
**CASH AND INVESTMENTS**
**As Of December, 2023**

| CASH AND INVESTMENTS | GENERAL FUND | UTILITY FUND | DEBT SERVICE FUND | SPECIAL REVENUE FUNDS | CAPITAL PROJECTS FUND | TOTAL |
|---|---|---|---|---|---|---|
| Unrestricted: | | | | | | |
| Cash for operations | 20,673,201 | 13,614,764 | | | | 34,287,965 |
| Restricted: | | | | | | |
| Tourism | | | | 666,355 | | 666,355 |
| Court security and technology | 49,973 | | | | | 49,973 |
| Rose Hill PID | | | | 1,307,868 | | 1,307,868 |
| Manor Heights TIRZ | | | | 128,104 | | 128,104 |
| Customer Deposits | | | | 847,779 | | 847,779 |
| Park | 672,164 | | | | | 672,164 |
| Debt service | | | 548,817 | | | 548,817 |
| Capital Projects | | | | | | |
| Water and sewer improvements | | | | 9,163,691 | 14,146,361 | 23,310,052 |
| TOTAL CASH AND INVESTMENTS | $ 21,395,337 | $13,614,764 | $ 548,817 | $ 12,113,797 | $ 14,146,361 | $ 61,819,076 |



# Manor Police Department

# Monthly Report December 2023

# Manor Police Department By The Numbers

| | | |
|---|---|---|
| | **1193**<br>Number of calls for service | **38**<br>Average calls per day |
|  | Total Training Hours | **699** |
|  | Mental Health Calls | **12** |
|  | Juvenile Detentions | **9** |

# Interactions



**10**
Community Events

**3**
Hosted Events

**7**
External Events



**0:02:51**

Average response time



**2.5**

The average number of people an officer interacts with per call

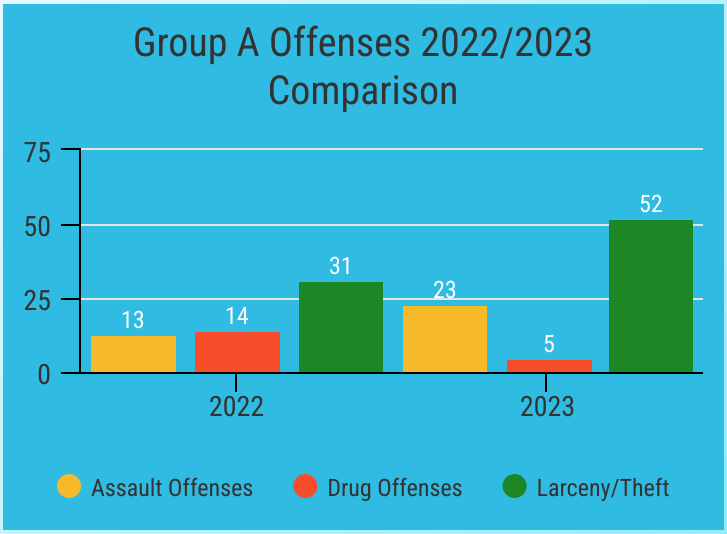


**2982.5**

The estimated number people officers interact with on calls alone

# Criminal Offenses

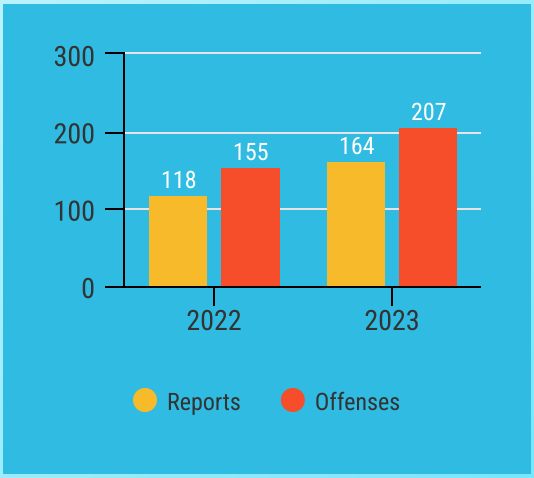
## National Incident Based Reporting System

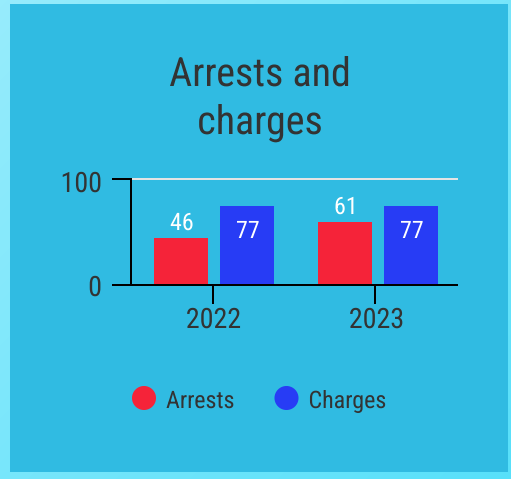


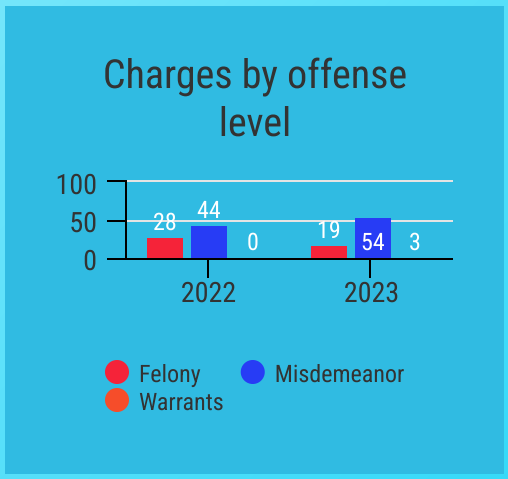

| Offense Group | 2022 | 2023 |
|---|---|---|
| Group A | 73 | 114 |
| Group B | 82 | 93 |

| Crime Type | 2022 | 2023 |
|---|---|---|
| Persons | 13 | 25 |
| Property | 39 | 76 |
| Fraud | 2 | 4 |
| Crimes against Children | 1 | 0 |

## Incident Reports, Total Offenses, and Arrests



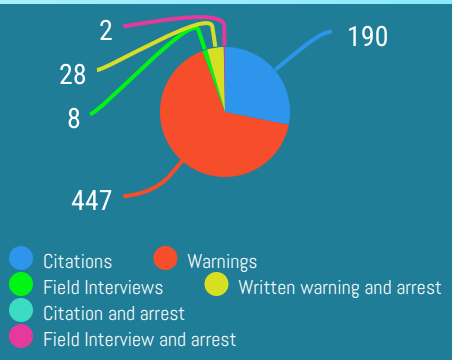

*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.
Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

# Traffic Enforcement Analysis



**675**

**Total traffic stops conducted**






**30**

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest.
3.69% of all stops resulted in an arrest



**58 searches out of 675 stops**

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause.
8.59% of all stops resulted in a search




**28**

Contraband, such as alcohol and drugs, was discovered as a result of the stop.
48.28% of searches produced contraband

# Traffic Enforcement Analysis



**Crashes**

**Responded to 52**

**2 Involving Alcohol or Drugs**

**23 DWI Arrests**

## DWI Arrests by the numbers*

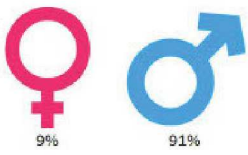
LEADRS Law Enforcement Advanced Data Reporting System

### Manor Police Department DWI Profile - December 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| 6 | 2 | 1 | 2 | 1 | 3 | 8 |

**Total Cases**
23

Average BAC: 0.143




| | |
|---|---|
| Under 21 | 2 |
| 21 to 29 | 8 |
| 30 to 39 | 5 |
| 40 to 49 | 7 |
| 50 to 59 | 1 |

| | |
|---|---|
| Hispanic | 19 |
| White | 4 |

**Suspected Impairment**

| | |
|---|---|
| Alcohol Only | 20 |
| Alcohol and Drug | 2 |

**Reason for Contact**

| | |
|---|---|
| Weaving/Fail to maintain single lane | 17 |
| Speeding | 9 |
| Almost striking object or vehicle | 5 |
| Varying speed | 4 |
| Unnecessary acceleration or deceleration | 4 |
| Turning with a wide radius or improper turn | 3 |
| Requested by other officer | 3 |
| Failure to signal or signal inconsistent with acti.. | 3 |
| 911 call or Dispatched | 3 |
| Suspicious Vehicle/Welfare Concern | 2 |
| Stopping problems (too far, too short, or to jer.. | 2 |
| Improper or unsafe lane change | 2 |
| Stopping in lane for no apparent reason or unre.. | 1 |
| Slow response to traffic signals | 1 |
| Ran stop sign/light | 1 |
| Inappropriate or unusual behaviour (throwing .. | 1 |
| Following too closely | 1 |
| Crash | 1 |

| | |
|---|---|
| 12 AM | 2 |
| 1 AM | 4 |
| 2 AM | 8 |
| 3 AM | 3 |
| 8 PM | 2 |
| 10 PM | 2 |
| 11 PM | 2 |

# Travis County Emergency Services District No.12

**Office of the Fire Chief**
11200 Gregg Lane. • PO Box 846
Manor, Texas 78653
O: 512-272-4502 • F: 512-428-5114


# Operational/Prevention Summary – December 2023

**Calls - Month**
**2023 - 439 (-13.0%)**
2022 - 505 (+28.4%)
2021 - 393

**Calls by Unit**
Eng1201 - 124
SQ1201 - 159
Eng1202 - 114
Eng1203 - 112
Bat1201 – 35
FMO1201 – 7,
SQ1203 – 78
187 call reviews

**Calls - CYTD**
**2023 - 5072 (+0.6%)**
2022 - 5041 (+11.0%)
2021 - 4541

**AVG Response Time - Month**
8 min, 58 sec*

**AVG Response Time - CYTD**
8 min, 43 sec*

| Aiding Departments | Month Received | Month Given | CYTD Received | CYTD Given |
|---|---|---|---|---|
| Austin FD | 7 | 5 | 76 | 44 |
| Bastrop Co. ESDs | 0 | 2 | 0 | 6 |
| BT1/ESD 13 | 0 | 0 | 0 | 2 |
| Elgin VFD | 0 | 1 | 1 | 15 |
| TC ESD 2 | 0 | 13 | 76 | 153 |
| TC ESD 11 | 7 | 0 | 51 | 3 |
| TC ESD 9/6/3 | 0 | 0 | 15 | 0 |
| WILCO Dept's | 0 | 0 | 6 | 11 |
| ---------- | ---------- | ---------- | ---------- | ---------- |
| **TOTAL** | **14** | **21** | **225** | **234** |

*Dispatching time issues @ CTECC

**Incident by Type**

| | | | | | |
|---|---|---|---|---|---|
| 100 Fire…… | 66 | 200 Rupture/Explosion... | 0 | 300 EMS/Rescue | 312 |
| 400 Hazardous Condition. | 6 | 500 Service Call……. | 21 | 600 Good Intent. | 17 |
| 700 False Calls…… | 16 | 900 Other…… | 1 | 800 Nat. Disaster | 0 |

**Training and Events**

- Holidays in the Park
- Christmas Ornament Decorating
- Report Writing Training
- Quarterly Drill PAT
- TCESD2 Training Field Reserved
- Leadership Training

**Awards and Recognition**

- Capt. Carlson 9yrs.

# Travis County Emergency Services District No.12

**Office of the Fire Chief**
11200 Gregg Lane. • PO Box 846
Manor, Texas 78653
O: 512-272-4502 • F: 512-428-5114


# Operational/Prevention Summary – December 2023

**Prevention Division Activities (ESD/CoM)**

Builder | Developer Mtgs…….....0 (0/0)
Reviews…….....36 (23/13)
Under Review……..…….5 (3/2)
Re-submittals……21 (12/9)
Approvals / Permits Issued……28 (13/15)
Awaiting Response from Applicant…..9 (6/3)
Review Turn-Around (AVG last 30 days) 8 days*
*Due To Holidays

Site Visits..……...62
Initial Inspections …….....48 (33/15)
Reinspection.....0 (0/0)
Residential Inspections.....2
Investigation Responses….....5 (3/2)
Hydrant Inspections/Tests.....5

###

CITY OF MANOR
EST. 1872 TEXAS

# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: January 17, 2024

RE: **December 16 to January 12 Economic Development Department activity**

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- 2 GBA project status meetings; Manor Education Foundation Board Meeting attended;
- Met with Dalfen re: annexation issues and questions about Hill Ln. tracts;
- Met with Edith Villareal re: new E'styles salon and Rental Assistance Program application, SBDC assistance she requested help with;
- Referred Danny's BBQ, Taylor, to Dwyer Properties food truck court project at former Compass Rose site;
- Met Tom Spano w/Mountain.com looking for live music event venue (has Haute Spot in Cedar Park);
- Met and Zoom call with China Stone re: EV battery manufacturing site search requirements, parameters, and potential broker to hire for land searchs;
- Met w/Chick Fil-A re: site issues;
- Dominium Tower Road Apartments Open House @ Holiday Inn Express;
- Lennar utility meetings w/Public Works, GBA, City Manager to determine service needs and capacity;
- Met HPM re: project management prospects; met w/Ginsel and Evolve re: major retail prospect on their US290 tract; met with modular building factory prospect;
- New brand launch Teams meeting w/Chickenango; online survey initiated + results fielded, determined independent event launch required when selection complete;
- Economic Development Committee Luncheon Meeting (9 attended) – discussed progress vs. goals and objectives, current trends and needs, future planning, forecasts and forward progress;
- Closed on CAYSA 263 acre tract, researching RFP scope, parameters and eligible contractors for Feasibility Study in February;
- TML Region 10 Meeting – Bastrop; Manor Chamber of Commerce Lunch Meeting
- Attended 2 Regular City Council Meetings;1 Special Called City Council Meeting; 2 Staff meetings.

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

### December 1 - 31, 2023

| Description | Projects | Valuation | Fees | Detail |
|---|---|---|---|---|
| Commercial Electrical | 3 | $5,700.00 | $776.00 | |
| Commercial Foundation | 1 | $25,400.00 | $127.00 | |
| Commercial Irrigation | 1 | $400,000.00 | $922.00 | |
| Commercial New | 4 | $58,365,938.20 | $466,456.30 | Lonestar Electric; Transpak |
| Residential Accessory | 1 | $4,000.00 | $167.00 | |
| Residential Deck/Patio | 1 | $5,485.85 | $304.00 | |
| Residential Driveway | 1 | $3,000.00 | $107.00 | |
| Residential Electrical | 4 | $107,998.72 | $428.00 | |
| Residential Fence | 1 | $400.00 | $107.00 | |
| Residential Foundation Repair | 9 | $93,532.92 | $873.00 | |
| Residential Irrigation | 56 | $102,708.36 | $5,994.00 | |
| Residential Mechanical-HVAC | 3 | $33,990.00 | $321.00 | |
| Residential New | 39 | $12,609,829.45 | $350,394.10 | |
| Residential Plumbing | 5 | $24,767.00 | $535.00 | |
| Residential Remodel/Repair | 1 | $19,362.39 | $367.00 | |
| Right of Way | 4 | $0.00 | $0.00 | |
| Temporary Sign | 1 | $0.00 | $62.00 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | 135 | $71,802,112.89 | $827,940.40 | |

Total Certificate of Occupancies Issued: 96

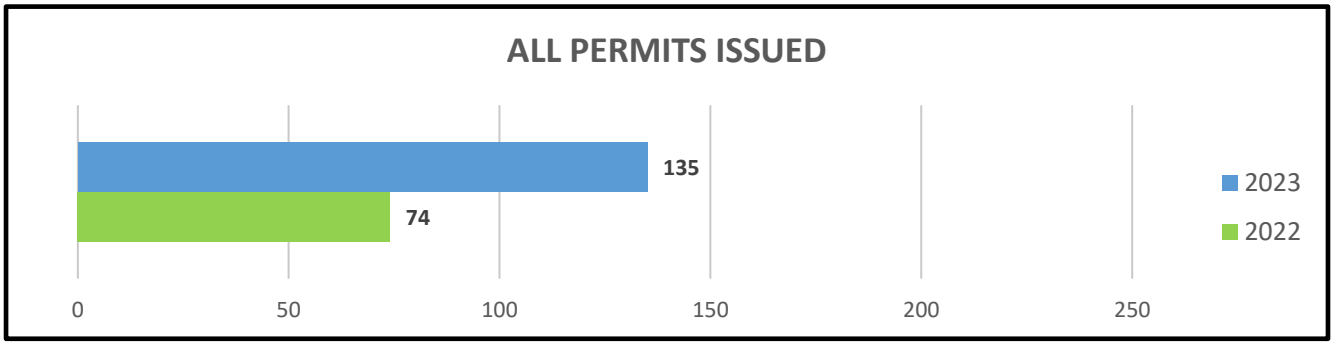
Total Inspections(Comm & Res): 1,354

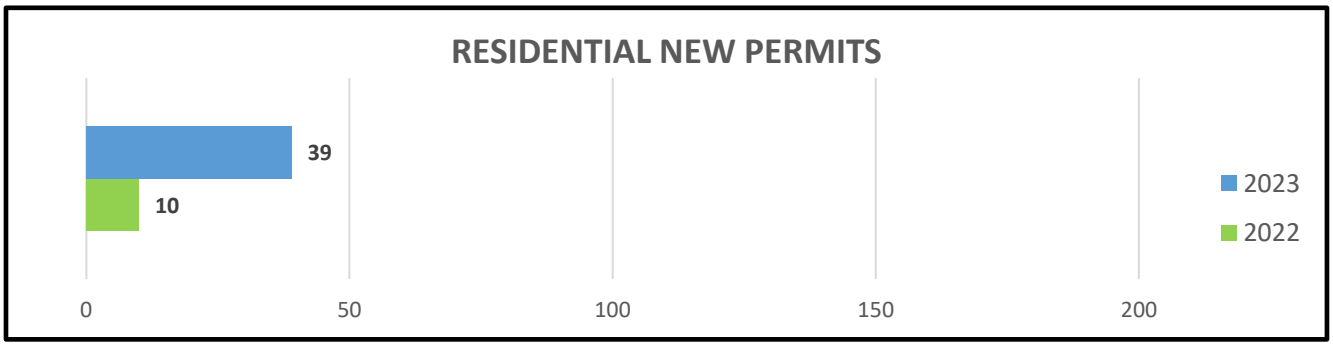
*Scott Dunlop, Development Services Director*

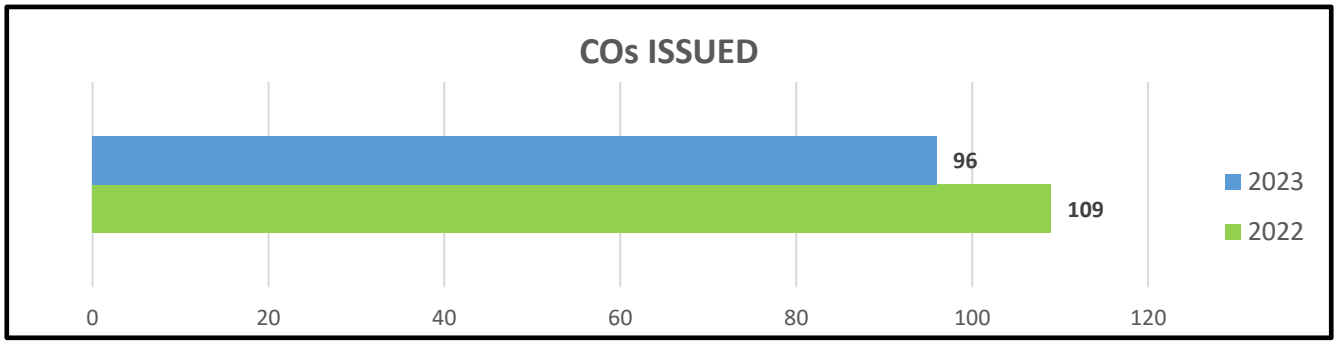
CITY OF MANOR EST. 1872 TEXAS

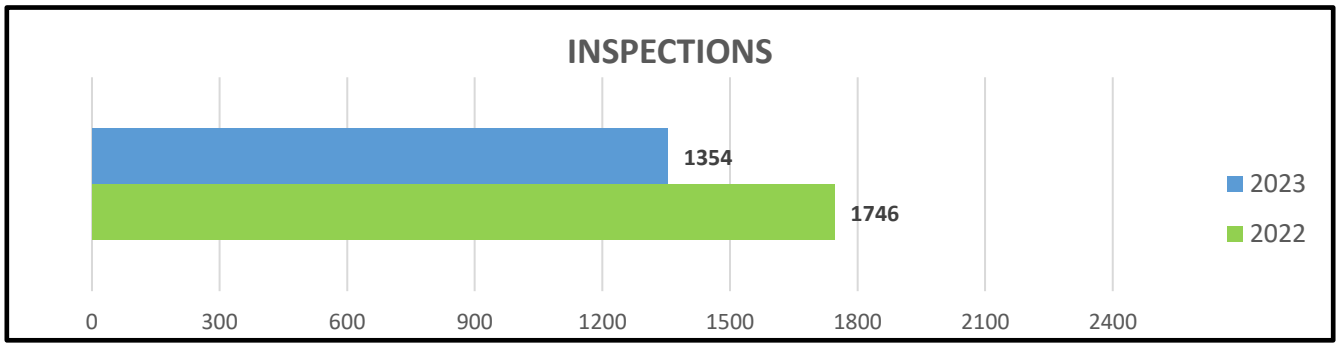
# December 2023

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



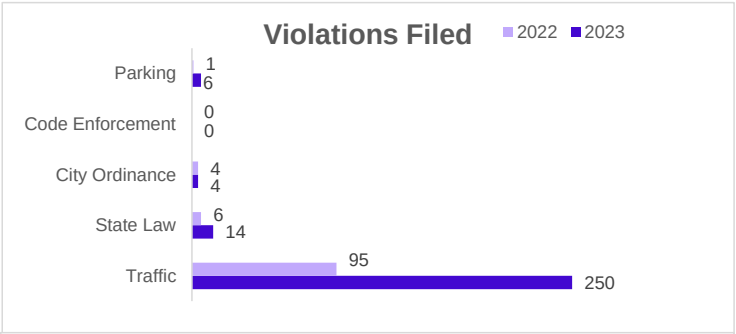

*Charts displayed at different scales

# MANOR MUNICIPAL COURT

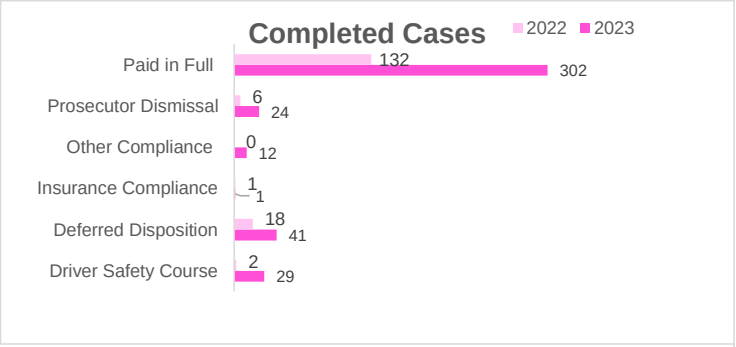
"Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."

# December 2023 Court Report

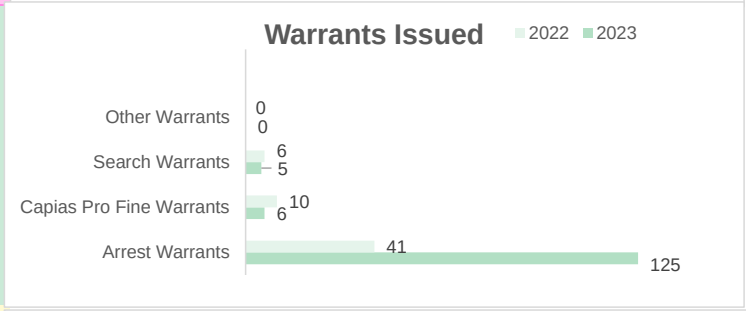
| Violations Filed | 2023 | 2022 |
|---|---|---|
| Traffic | 250 | 95 |
| State Law | 14 | 6 |
| City Ordinance | 4 | 4 |
| Code Enforcement | 0 | 0 |
| Parking | 6 | 1 |
| **Totals:** | **274** | **106** |



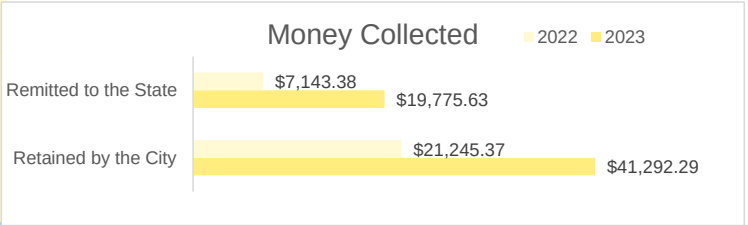

| Completed Cases | 2023 | 2022 |
|---|---|---|
| Driver Safety Course | 29 | 2 |
| Deferred Disposition | 41 | 18 |
| Insurance Compliance | 1 | 1 |
| Other Compliance | 12 | 0 |
| Prosecutor Dismissal | 24 | 6 |
| Paid in Full | 302 | 132 |
| **Totals:** | **409** | **159** |



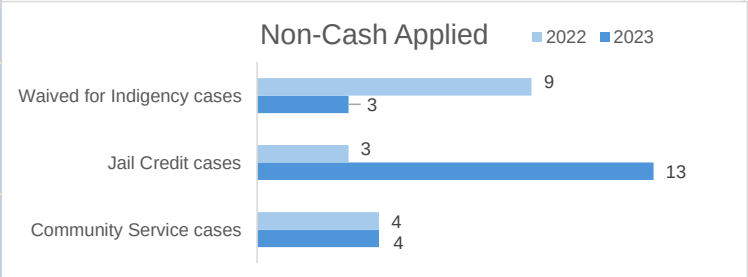

| Warrants Issued | 2023 | 2022 |
|---|---|---|
| Arrest Warrants | 125 | 41 |
| Capias Pro Fine Warrants | 6 | 10 |
| Search Warrants | 5 | 6 |
| Other Warrants | 0 | 0 |
| **Totals:** | **136** | **57** |




| Money Collected | 2023 | 2022 |
|---|---|---|
| Retained by the City | $41,292.29 | $21,245.37 |
| Remitted to the State | $19,775.63 | $7,143.38 |
| **Totals:** | **$61,067.92** | **$28,388.75** |




| Non-Cash Applied | 2023 | 2022 |
|---|---|---|
| Community Service cases | 4 | 4 |
| Jail Credit cases | 13 | 3 |
| Waived for Indigency cases | 3 | 9 |
| **Totals:** | **20** | **16** |



MANOR MUNICIPAL COURT

"Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."

# COURT DOCKET REPORT 2023

| PRE-TRIAL HEARINGS | | | |
|---|---|---|---|
| Month | # of Cases Set | # of D set | # of D Appeared |
| January | 26 | 16 | 13 |
| February | 0 | 0 | 0 |
| March | 22 | 14 | 11 |
| April | 25 | 15 | 12 |
| May | 26 | 16 | 13 |
| June | 22 | 16 | 14 |
| July | 28 | 16 | 16 |
| August | 29 | 16 | 16 |
| September | 32 | 16 | 13 |
| October | 29 | 16 | 15 |
| November | 22 | 15 | 14 |
| December | 70 | 44 | 40 |
| **Totals:** | **331** | **200** | **177** |

| VIRTUAL PRE-TRIAL HEARINGS | | | |
|---|---|---|---|
| Month | # of Cases Set | # of D set | # of D Appeared |
| January | 16 | 9 | 8 |
| February | 21 | 13 | 13 |
| March | 55 | 15 | 10 |
| April | 47 | 16 | 15 |
| May | 41 | 15 | 14 |
| June | 23 | 16 | 16 |
| July | 20 | 14 | 11 |
| August | 27 | 16 | 13 |
| September | 21 | 16 | 14 |
| October | 31 | 16 | 13 |
| November | 27 | 16 | 16 |
| December | 37 | 27 | 23 |
| **Totals:** | **366** | **189** | **166** |

| MOTION HEARINGS | | | |
|---|---|---|---|
| Month | # of cases Set | # of D set | # of D Appeared |
| January | 0 | 0 | 0 |
| February | 1 | 1 | 1 |
| March | 0 | 0 | 0 |
| April | 0 | 0 | 0 |
| May | 1 | 1 | 0 |
| June | 1 | 1 | 0 |
| July | 1 | 1 | 0 |
| August | 0 | 0 | 0 |
| September | 1 | 1 | 1 |
| October | 0 | 0 | 0 |
| November | 1 | 1 | 0 |
| December | 0 | 0 | 0 |
| **Totals:** | **6** | **6** | **2** |

| JURY TRIALS | | | |
|---|---|---|---|
| Month | # of cases Set | # of D set | # of D Appeared |
| January | 0 | 0 | 0 |
| February | 0 | 0 | 0 |
| March | 0 | 0 | 0 |
| April | 0 | 0 | 0 |
| May | 0 | 0 | 0 |
| June | 0 | 0 | 0 |
| July | 0 | 0 | 0 |
| August | 0 | 0 | 0 |
| September | 0 | 0 | 0 |
| October | 0 | 0 | 0 |
| November | 0 | 0 | 0 |
| December | 0 | 0 | 0 |
| **Totals:** | **0** | **0** | **0** |

| BENCH TRIALS | | | |
|---|---|---|---|
| Month | # of cases Set | # of D set | # of D Appeared |
| January | 0 | 0 | 0 |
| February | 0 | 0 | 0 |
| March | 0 | 0 | 0 |
| April | 0 | 0 | 0 |
| May | 0 | 0 | 0 |
| June | 0 | 0 | 0 |
| July | 0 | 0 | 0 |
| August | 0 | 0 | 0 |

| ARRAIGNMENT HEARINGS | | | |
|---|---|---|---|
| Month | # of Cases Set | # of D set | # of D Appeared |
| January | 1 | 1 | 1 |
| February | 1 | 1 | 0 |
| March | 13 | 12 | 4 |
| April | 1 | 1 | 1 |
| May | 4 | 4 | 4 |
| June | 4 | 4 | 2 |
| July | 2 | 2 | 2 |
| August | 0 | 0 | 0 |

| | | | |
|---|---|---|---|
| September | 0 | 0 | 0 |
| October | 0 | 0 | 0 |
| November | 0 | 0 | 0 |
| December | 0 | 0 | 0 |
| **Totals:** | **0** | **0** | **0** |

| | | | |
|---|---|---|---|
| September | 1 | 1 | 1 |
| October | 3 | 3 | 1 |
| November | 6 | 6 | 1 |
| December | 5 | 5 | 4 |
| **Totals:** | **41** | **40** | **21** |

| OPEN COURT HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases Set** | **# of D set** | **# of D Appeared** |
| January | 8 | 3 | 3 |
| February | 4 | 2 | 2 |
| March | 45 | 15 | 15 |
| April | 4 | 4 | 4 |
| May | 7 | 3 | 3 |
| June | 22 | 7 | 7 |
| July | 19 | 8 | 8 |
| August | 14 | 9 | 9 |
| September | 21 | 8 | 8 |
| October | 13 | 6 | 6 |
| November | 21 | 6 | 6 |
| December | 20 | 9 | 9 |
| **Totals:** | **198** | **80** | **80** |

| SHOW CAUSE HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases Set** | **# of D set** | **# of D Appeared** |
| January | 10 | 8 | 2 |
| February | 19 | 11 | 5 |
| March | 15 | 9 | 5 |
| April | 23 | 16 | 5 |
| May | 10 | 7 | 4 |
| June | 18 | 13 | 11 |
| July | 28 | 18 | 2 |
| August | 24 | 15 | 7 |
| September | 24 | 19 | 7 |
| October | 44 | 26 | 11 |
| November | 40 | 26 | 6 |
| December | 37 | 23 | 14 |
| **Totals:** | **292** | **191** | **79** |

| VIRTUAL SHOW CAUSE HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases Set** | **# of D set** | **# of D Appeared** |
| January | 5 | 2 | 1 |
| February | 1 | 1 | 1 |
| March | 1 | 1 | 1 |
| April | 1 | 1 | 1 |
| May | 1 | 1 | 1 |
| June | 4 | 1 | 1 |
| July | 6 | 4 | 3 |
| August | 0 | 0 | 0 |
| September | 0 | 0 | 0 |
| October | 0 | 0 | 0 |
| November | 0 | 0 | 0 |
| December | 0 | 0 | 0 |
| **Totals:** | **19** | **11** | **9** |

| CAPIAS PRO FINE HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases Set** | **# of D set** | **# of D Appeared** |
| January | 3 | 3 | 1 |
| February | 1 | 1 | 1 |
| March | 0 | 0 | 0 |
| April | 0 | 0 | 0 |
| May | 2 | 2 | 0 |
| June | 2 | 1 | 0 |
| July | 1 | 1 | 0 |
| August | 5 | 4 | 1 |
| September | 1 | 1 | 0 |
| October | 2 | 2 | 0 |
| November | 2 | 1 | 0 |
| December | 3 | 2 | 1 |
| **Totals:** | **22** | **18** | **4** |

| JUVENILE / MINOR HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases Set** | **# of D set** | **# of D Appeared** |
| January | 8 | 4 | 3 |
| February | 4 | 4 | 2 |
| March | 14 | 14 | 11 |
| April | 20 | 19 | 8 |
| May | 8 | 7 | 3 |
| June | 16 | 14 | 13 |
| July | 16 | 13 | 12 |

| VIRTUAL JUVENILE / MINOR HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases Set** | **# of D set** | **# of D Appeared** |
| January | 0 | 0 | 0 |
| February | 3 | 3 | 3 |
| March | 0 | 0 | 0 |
| April | 0 | 0 | 0 |
| May | 0 | 0 | 0 |
| June | 0 | 0 | 0 |
| July | 0 | 0 | 0 |

| | | | |
|---|---|---|---|
| August | 1 | 1 | 0 |
| September | 15 | 9 | 5 |
| October | 15 | 9 | 5 |
| November | 18 | 14 | 4 |
| December | 11 | 6 | 6 |
| **Totals:** | **146** | **114** | **72** |

| | | | |
|---|---|---|---|
| August | 0 | 0 | 0 |
| September | 0 | 0 | 0 |
| October | 0 | 0 | 0 |
| November | 0 | 0 | 0 |
| December | 0 | 0 | 0 |
| **Totals:** | **3** | **3** | **3** |

| JNA CONTEMPT HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases set** | **# of D set** | **# of D Appeared** |
| January | 1 | 1 | 0 |
| February | 0 | 0 | 0 |
| March | 1 | 1 | 0 |
| April | 2 | 1 | 0 |
| May | 0 | 0 | 0 |
| June | 1 | 1 | 0 |
| July | 1 | 1 | 0 |
| August | 0 | 0 | 0 |
| September | 0 | 0 | 0 |
| October | 0 | 0 | 0 |
| November | 3 | 1 | 0 |
| December | 0 | 0 | 0 |
| **Totals:** | **9** | **6** | **0** |

| CODE ENFORCEMENT HEARINGS | | | |
|---|---|---|---|
| **Month** | **# of Cases set** | **# of D set** | **# of D Appeared** |
| January | 0 | 0 | 0 |
| February | 0 | 0 | 0 |
| March | 1 | 1 | 1 |
| April | 0 | 0 | 0 |
| May | 2 | 2 | 1 |
| June | 0 | 0 | 0 |
| July | 0 | 0 | 0 |
| August | 0 | 0 | 0 |
| September | 2 | 1 | 1 |
| October | 0 | 0 | 0 |
| November | 0 | 0 | 0 |
| December | 0 | 0 | 0 |
| **Totals:** | **5** | **4** | **3** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |



CITY OF MANOR EST. 1872 TEXAS

# MEMO

To: Mayor and City Council Members

From: Matt Woodard, Director of Public Works

Date: January 17, 2024

**RE: December Monthly Report**

# Public Works Department

## *Street and Public, Parks, and Maintenance Department*

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

## *Water and Wastewater Department*

In December, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains. Two water lines are now active at Manor Crossing and Holly Smith.

## *Water Production & Purchase*

In the month of December, 24% of the water we supplied to our residents was from our wells, and 76 % was purchased from EPCOR and Manville WSC.

### *Population*

City of Manor- 20,818

Shadowglen- 7,630

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
January 3rd, 2023

| PROJECT NAME | PROJECT DESCRIPTION | MONTHLY ACTIVITY | PERCENT CONSTRUCTION COMPLETE/PHASE |
|---|---|---|---|
| Cottonwood Creek Wastewater Collection System Improvements Project<br>14621 – Addendum #49 | Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin | 500 LF of barb wire fence reinstalled by contractor along north side of plant site. Final punch list walkthrough conducted 12/19 all items have been addressed. | 100% |
| Bastrop/Parsons Gravity Main<br>14627 – Addendum #56 | 12” gravity wastewater main | Waiting on response from contractor for proposed change order. | 99% |
| Cottonwood Creek Phase 2 Wastewater Line Extension<br>14693 - SOW No. 5 | The northern extension of the gravity wastewater line in Cottonwood Creek Basin | Final punch list inspection conducted 10/25. The contractor on site 11/6 to finish punch list. Line is still holding water and vent pipes are not installed. New PM Marshall waiting on vent pipe material before sending an updated schedule. | 99% |
| Manor Commercial Park WW Collection System<br>15072 – SOW No. 7 | Phased wastewater collection system improvements for the Beltex area | Submitted documents for TCEQ review and approval. (100-150 Day review period from November 10th for variance request) | Construction Documents |
| Gregg Manor Road GST and Pressurization Facilities<br>15110 - SOW No. 10 | Ground storage tank and water pressurization facilities for the EPCOR water delivery point | Project will be awarded at tonight’s council meeting. | Bidding Phase Complete |
| FM 973 and US 290 Water Lines, CIP W-15 & W-16<br>15110.01 - SOW No. 10 | Water line extensions along FM973 and US 290 | Working on easements. Written approval from Manville through email, waiting on formal documentation. Easement document sent. Meeting with Greenview tomorrow (December 21) about easement donation. | Working on easement acquisition and addressing issues/concerns about easements from property owners. |

| | | | |
|---|---|---|---|
| Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3<br>15110.02 - SOW No. 10 | Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth | Working on access easement for West Elgin property. Currently bypassing Bell Farms. Bypass likely delayed at PG.<br>CO#2 to cover:<br>- Remove and replace electrical slab at BF and electrical associated.<br>- Bypass associated with this work.<br>Expected future CO.<br>- Possible PG genset slab<br>- PG genset installation<br>- PG grade rings adjustments<br>- Valve vault revision at BF | Under construction. |
| Cottonwood Creek West Tributary WW Improvements<br>15128 - SOW No. 12 | Wastewater CIP Line in Cottonwood Creek West Tributary Basin | Santa Clara is the contractor. Received schedule and reviewed submittals. Expected to start 1/15/24. | Construction documents 100%.<br>Bid phase 100%<br>Construction phase 0% |
| Cottonwood Creek WWTP Phase II Expansion<br>15283 - SOW No. 9 | Developer-funded expansion of the plant | Finalizing plans, specs, OPC. Need to send plans, OPC to developer. | Construction Documents 99% |
| Cottonwood Creek WWTP Phase III Grant Project<br>15130 - SOW No. 9A | Grant-funded expansion of the Cottonwood Wastewater Treatment Plant | Preliminary engineering completed. Materials assembled and sent to grant admin for submittal to EDA. | Design Phase Engineering |
| Wastewater Collection and Treatment Master Plan<br>15320 - SOW No. 14 | Major Goals:<br>Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs | Model Review Meeting follow up Memo – will cover recommendations regarding design criteria and modeling protocol.<br><br>Once consensus is reached on modeling and design protocols, we will finalize Future Growth Modeling | |
| Water Distribution System Master Plan<br>15317 - SOW No. 15 | Contract approved at September 7 Council Meeting. | Continue working revisions to the Water master plan draft report.<br><br>In progress:<br>Presented draft report to City Staff | Report Phase – revisions from City Comments; waiting to hear from Manville about potential water source |

| | | | |
|---|---|---|---|
| 2022 Community Impact Fee (CIF) Program Update<br>15312 - SOW No. 18 | Update to the impact fee program | Roadway Impact Fee - Working on finalizing the service unit calculations and project list in order to calculate the impact fees for each service area. | The next meeting will be on January 10 |
| Gregg Lane Ground Storage Tank and Pressurization Facility<br>15318 - SOW No. 20 | Contract approved at September 7 Council Meeting. | Preliminary layout complete. Received ROE. Working on construction documents. Coordinating with developer's engineer on lot grading and wastewater line that runs through lot. Received information from the project engineer and are working on grading modifications for the site. | Construction documents at 60% |
| FY2022 Tax Note-Funded Water, Wastewater, and Roadway Improvement Project<br>XXXXX - SOW No. 23 | Contract approved at September 7 Council Meeting. | The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements.<br>Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall.<br>Currently working on FM 973 N waterline alignment and obtaining easements. | Construction plans are being worked on.<br>Waiting on easements. |
| Cottonwood Creek WWTP Permit Amendment<br>15402.00 - SOW No. 24 | Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD | Complete Revised Permit application was sent on Nov 15th. Printed copy of revised permit has been delivered for display at City Hall. Alternate language NAPD was sent to TCEQ on Nov 27th. | Permit Submittal |
| FY2022 Cap Metro Paving Project<br>15451 – SOW No. 25 | Paving project improvements using allocated Cap Metro Funding | Bid opening held on July 7, 2023. Contract approved by Council on August 2, 2023 meeting. Change order is going before Council tonight. | Contractor started work on 9/11/2023.<br>Preparing a change order for December 20 Council meeting. |
| One-Time BCT Cap Metro Funding Paving Project<br>15452 – SOW No.26 | Paving project improvements using allocated one-time funding from Cap Metro | Bid opening was held on November 28. Recommendation will be provided at January 3 council meeting. | Working on bid tabulation and contractor references. Will present to Council on December 20 |

| | | | |
|---|---|---|---|
| 2024 SSES and Manhole Rehab Project | SSES investigations in the next leakiest basin from the 2022 flow monitoring and identifying MHs in need of rehab | Would like to take to the January 3rd Council meeting | Daria submitted Scope and Fee to Matt on 12/21/23 |

# Streets and Parks Monthly Report December 2023

## Daily Duties and Projects 12-1-2023 / 12-31-2023

### *Streets Maintenance*

Filled cracks with sand for future crack sealing on Wheeler St, N. LaGrange St, N. Lockhart S, S. Lampasas St, N. Burnet St. E. Eggleston St, E. Boyce St, and N. Caldwell St.

Speed limit sign repair on Carriage Hill Dr.

Crack sealed at N. Lampasas St, E. Wheeler St, N. Lockhart St, N. LaGrange St, N. Burnet St, E. Lane St, E. Townes St, N. Burnet St, and E. Boyce St.

Stop sign repair at San Marcos and E. Eggleston St.

Stop sign repair at Eggleston St and N. La Grange St.

Stop sign repair at Hereford St. and Athens St.

Stop sign repair at Wheeler St and Browning St.

Completed restriping on Gregg Manor Rd. between 290 and Tur Weg Ln.

Pothole repairs at Johnson Rd, S. San Marcos St, E. Carrie Manor St, and S. Bastrop St.

Pothole repairs at Johnson Rd, Gregg Ln, and Gregg Ln.

Cap Metro Paving contract. Prepping road for paving on N. Lockhart St. from Old Hwy 20 to E. Eggleston St.

Cap Metro Paving contract. Prepping road for paving on E. Carrie Manor St. from S. Lampasas St. to S. San Marcos St.

Cap Metro Paving contract. Prepping road for paving on Boyce St. from Old Hwy 20 to N. Lampasas St.

Cap Metro Paving contract. Prepping road for paving on San Marcos St. from E. Wheeler St. to Old Hwy 20.

***Parks/ Maintenance***

Trimmed creek trees at Timmermann Park.

Table setups and takedowns at city hall as requested.

Power washed city hall twice on the South and East sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities completed.

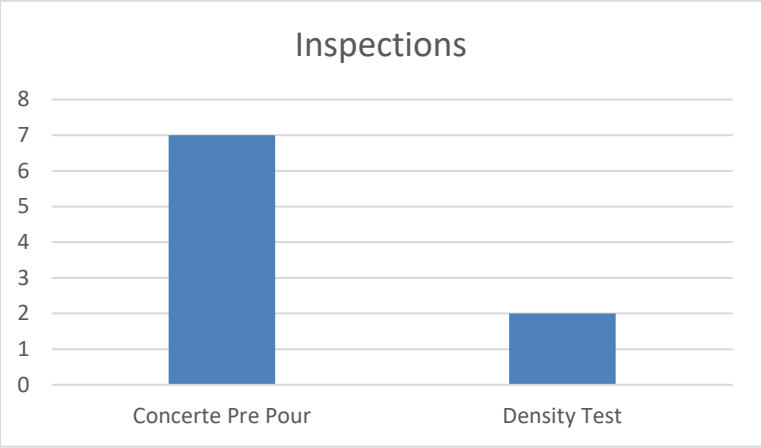
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle/equipment checkups and maintenance.

**MS4 Storm drain inspections monitored New/Construction under warranty.**

594 - inspections are done this month.

2 - MS4 reports summited this month as required by TCEQ.



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

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs. October 2021 still waiting.

Presidential Heights Phase 5 – 2 -year walkthrough has been done, contractor in process of repairs. September 2022.

Presidential Heights Phase 4 – 2-year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Manor Heights – Phase II Sec. 1- Homes are being built.

Manor Heights – Phase II Sec.- 1B & 2B Contractor in building process.

Manor Heights – Phase II Sec.2- Contractor in the building process.

Manor Heights – Phase III Sec. 1- Homes are being built.

Manor Heights Phase III Sec. 2 – Homes are being built.

Manor Heights Phase 4 – Development process.

LA Mexicana – About to start the Development process.

North Forest Office Building – Building process.

Manor New Tech – Building process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3- Waiting for homes to be built.

Logos Phase 4- Homes are being built.

Logos Phase 5- Waiting to build houses.

Logos Phase 5- Walkthrough has been completed.

Lagos Phase 2- Homes are being built.

Shadowglen Phase 2 Sec 22 and 23A- Walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 25 and 26- 1-year walkthrough punch list September 2022.

Shadowglen Phase 2 Sec 27A and 27B- Walkthrough punch list September 2021 still waiting.

Shadowglen Phase 2 Sec 17- 2-year Walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Shadowglen Phase 2 Sec 21A and 21B- Walkthrough punch list. January 2022 still waiting.

Palomino Subdivision – Waiting to be built.

Presidential Glen Commercial WW – In building process.

Manor Heights Medium Density- Has not started.

9910 Hill Lane apartments - Building process

Presidential Glen Townhomes – Has not started.

Sherwin Williams - Building process.

Las Entradas Section 3- Building process.

Las Entradas Section 4 – Building process.

109 Lexington Apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 and Murchison – Has not started.

Valvoline – Development process.

Holley smith Phase 1A – Has not started.

Eggleston Extension – Development process.

The View at Manor Apartments – Development process.

Eggleston Extension – Closed. Opening pending.

Cap Metro- Contracted roads are in the process of being prepped for paving.

***Cemetery Report***

December 5th and 7th- Met with Ezekiel Leal to select a plot for his mother, Clara Pacheco. The burial is scheduled for December 12 at 2:00 pm.

December 11th- Discussed the burial arrangements with Elgin Funeral Home for Mrs. Pacheco

December 12th - Met with Daniel Knippa at 7:00 am to dig hole for Mrs. Pacheco.

December 13th- Monitored the cemetery.

December 14th - Met with Capital Monuments from Gonzales Texas, to repair the woodman headstone. The headstone was tipped over. Capital Monuments repaired free of charge.

December 18th- Monitored the cemetery.

December 20th- Marked plot for Jeffrey Cuellar. The burial is scheduled for Friday, December 22nd at 2:00 pm.

December 21st- Met with Daniel Knippa to dig hole for Mr. Cuellar

December 27th- Monitored the cemetery. There was dirt left over from Mr. Cuellar burial and required spreading. Will contact Daniel Knippa.

Working on collecting ordinances from the surrounding cemeteries.

# WATER/WASTEWATER MONTHLY REPORT DECEMBER

| ***WASTEWATER*** | ***TASK COMPLETED*** |
|---|---|
| | |
| SERVICE CALLS | 18 |
| MANHOLES REPAIRED | 4 |
| SEWER BACKUPS | 6 |
| LINES LOCATED | 1 |
| CUSTOMER BACKUP | 1 |
| CAMERA LINE | 2 |
| CLEANOUTS REPAIRED | 4 |
| | |
| ***WATER*** | ***TASK COMPLETED*** |
| | |
| SERVICE CALLS | 294 |
| WATER LEAKS SERVICE LEAKS | 3 |
| CUSTOMER LEAKS | 9 |
| HYDRANT FLUSHED | 43 |
| WATER MAIN REPAIRS | 2 |
| ANGLE STOPS REPLACED | 2 |
| LINES LOCATED | 1 |
| MANVILLE BROWN WATER | 9 |
| BROWN WATER | 2 |
| WATER PRESSURE/ FROZEN CUSTOMER PIPES | 3 |
| WATER TURN ON/OFF | 200 |
| BAC T SAMPLES | 20 |
| | |
| ***INSPECTIONS WATER/ WASTEWATER*** | ***TASK COMPLETED*** |
| | |
| SITES INSPECTED | 201 |
| MANHOLES INSPECTED | 4 |
| WASTEWATER LINES | 3/1,1017 FT |
| WASTEWATER SERVICE | 21 |
| WATER LINES INSTALLED | 1,774 FT |
| WATER VALVE INSTALLED | 4 |
| MANDRELS | 1/250 FT |
| FIRE HYDRANTS INSTALLED | 3 |
| CONSTRUCTION METER DISCONNECT | 1 |
| CONSTRUCTION BAC T/FLUSHING | 10 |
| WALKTHROUGH | 3 |
| FLOW TEST | 2 |
| PRECONS | 1 |
| DENSITIES | 87 |
| PUNCH LIST WALK THROUGHS | 1 |
| | |

CITY OF MANOR
EST. 1872 TEXAS

# MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Director

Date: January 17, 2024

RE: **December 2023**

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**Meetings and Events:**

***HR Workshop Roundtable Meeting***
December 14, 2023

***Staff Meetings***
December 5, 2023
December 12, 2023

***Holidays in the Park Event***
December 2, 2023
This year's event was a massive success with the addition of several new rides and attractions; this was the largest turnout in its history.

***City Council Meetings***
December 20, 2023- Executive Session- City Manager's Evaluation

**December 2023**

- December 12 -Skilled Trades consortium management meeting.
- December 13- Meeting with the qualified candidate for the Construction Inspector I position.
- December 13- Attended the CDI kickoff meeting for laser Fische with department staff and City Secretary.
- HR has extended work hours to ensure continuity in the finance department.
- Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules

CITY OF MANOR
EST. 1872
TEXAS

# MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: January 17, 2024

RE: **December Monthly Report**

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The following are accomplishments from December.

1. We cleared permits with BlueBonnet for AT&T to start work at Public Works.
2. We are facing challenges with the day-to-day support of Phones and desktops.
3. 66 Tickets opened for the month, and 42 of those closed. Top contributors PD. Twenty-three tickets are waiting for customer response or contractor fulfillment.

CITY OF MANOR
EST. 1872
TEXAS

# MEMO

To: Mayor and City Council Members

From: Lluvia T. Almaraz, City Secretary

Date: January 17, 2024

Re: **December 2023**

## City Records Obtained and Processed:

| ACTIVITY | DESCRIPTION | Jan | Feb | Mar | Apr | May | June | July | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City Council Agendas | City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code. | 4 | 5 | 3 | 4 | 4 | 3 | 3 | 4 | 4 | 3 | 4 | 3 |
| Council Minutes | Minutes recorded, prepared, approved, archived | 4 | 5 | 3 | 4 | 3 | 3 | 4 | 3 | 5 | 2 | 3 | 3 |
| Ordinances | Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement | 0 | 6 | 4 | 3 | 5 | 5 | 1 | 6 | 3 | 5 | 4 | 1 |
| Resolutions | Resolutions written and processed | 0 | 3 | 5 | 3 | 7 | 7 | 1 | 2 | 1 | 3 | 5 | 6 |
| Proclamations /Recognitions | Proclamations & Recognitions, written & presented | 0 | 2 | 2 | 1 | 4 | 0 | 1 | 0 | 4 | 2 | 3 | 0 |
| Deeds/ Easements | Executed and Recorded | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 3 | 5 |
| Boards & Commissions appointments | Board appointments implemented and completed; appointments recorded | 4 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 3 |
| Contracts & Agreements | Contracts and agreements approved and executed | 2 | 1 | 14 | 10 | 8 | 17 | 10 | 6 | 9 | 9 | 4 | 15 |
| Open Records Requests | Number of Open Records Requests processed (within 10 days as required) | 64 | 32 | 47 | 38 | 41 | 66 | 60 | 73 | 58 | 79 | 41 | 35 |

CITY OF MANOR
EST. 1872
TEXAS

# MEMO

**COUNCIL MEETINGS**

- Council Regular Meetings – December 6th and December 20th
- Council Called Special Session – December 18th

**OTHER MEETINGS**

- Capital Chapter Meeting – December 1st
- CDI Laserfiche Project Kickoff Meeting – December 13th
- Chamber of Commerce Luncheon Meeting – December 14th
- TML Region 10 Quarterly Meeting – December 14th
- Mayor & City Manager Agenda Review Meeting – December 19th

**TRAINING**

- Secretary of State Annual Election Seminar– December 1st
- JustFOIA Upgrade Review Training (Open Records) – December 1st
- Municode (Agendas & Code) Training – December 12th
- PD Minute Training – December 19th

**COMMUNITY EVENTS**

- Holiday in the Park – December 2nd

**OTHER**

- Ongoing daily responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties and Customer Service.

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

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

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

- December 2023 City Council Monthly Reports

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve and accept the December 2023 City Council Monthly Reports.

# Manor City Council
# Monthly Report

Name: **Dr. Christopher Harvey** Place/Position **Mayor**

Start Date: December 1 End Date: December 31, 2023

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |
| | |
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |
| | |
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |
| | |
| IV | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |
| | |

# TIER 1

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| City Mayors and Managers Update | 28 | Quarterly meeting - virtual |
| City Council | 6, 20 | Regular city council meetings |
| | | |
| | | |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| City Secretary and City Manager | 19 | discussion on council meeting agenda preparation |
| Dominion - Community Open House | 19 | talked with developers and residents about the upcoming project on Tower road |
| | | |

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Economic Development | Yes | 14 | | Checking in on old projects, SWOT analysis, and Bond Projects |
| Mayor Community Collaborative | Yes | | | |
| Economic Development | Yes | 19 | | City of Manor and Chic - fil -a |
| | | | | |
| | | | | |
| | | | | |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance. - Quarterly Committee Reports Due October, January, April, July

# TIER 3

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| Meeting with Mayors | 28 | Mayor of Kyle, Mayor of Leander |
| Meeting w/ Commissioner Travillion | 28 | Discussed CTRMA and resolution |
| Texas Legislative Black Caucus | 11.12 | Gala and Brunch. Received award for Outstanding Texan |
| Travis County SYEP | 15 | Meeting about Travis County Summer youth Employment in Manor, Texas |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| Derrick White | 28 | 5K Walk to be held in June 8 - will meet again in January |
| TML Region 10 | 14 | |
| ACC Learning Festival | 6 | discussing Manor becoming a learning city like Dublan in Ireland |
| | | |

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

# TIER 4

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| **IV** | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| Meeting w/Elgin | 28 | CapMetro and CARTS |
| Matt Harriss and Scott Moore | 28 | CTRMA and 290 |
| Meeting/AHC | | CEO Gus Cardenas and I talked about his transition from the leading the Austin Health Council and projects in Manor |

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council
# Monthly Report

Name: **Emily Hill** Place/Position **Mayor Pro Tem**

Start Date: December 1, 2023 End Date: December 31, 2023

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| **I** | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |
| | |
| **II** | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |
| | |
| **III** | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |
| | |
| **IV** | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |
| | |

# TIER 1

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| Council meeting | 12/06/2023 | General City Council meeting |
| Council meeting | 12/20/2023 | General City Council meeting |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| Special Called Meeting | 12/18/23 | Closing of Caysa |
| TML Meeting | 12/14/23 | TML Region 10 meeting in Bastrop |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Public Safety Committee | Yes | | Submitted 01/09/2024 | Discussion on equipment and updating technical processes |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| Mayors Community Collaborative | No | N/a | N/a | N/a |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

# TIER 3

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| TML Region 10 meeting | 12/14/2023 | In Bastrop |
| | | |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| HOA: | | |
| ESD: | | |
| EMS: | | |
| Other: | | |

**Other**

| Type | Date | Description |
|---|---|---|
| Travis County Commissioners | TBD | Currently discussing a set date to gain support from the county in reference to extending what needs to be done for Manor's 290 possible extension. |
| | | |

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

# TIER 4

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| **IV** | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| CTRMA | Set to schedule in Jan/Feb | To discuss and gain support for an extension to help with 290 traffic and/or an extension of the toll. |
| | | |
| | | |

**Other**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council
# Monthly Report

Name: ANNE WEIR Place/Position Council Member Pl. 2

Start Date: December 1, 2023 End Date: December 31, 2023

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |
| IV | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |

# TIER 1

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| Manor City Council | Dec. 6, 2023 | General Regular Meeting |
| Manor City Council | Dec. 20, 2023 | General Regular Meeting |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| Manor City Council Special Session | Dec. 18, 2023 | Special Session Meeting |
| | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| Manor Fitness Clinic | Dec. 2, 2023 | Free Doctor visit, vision screening & social services @ no cost to those without insurance |
| Manor Holiday IN THE PARK | Dec. 2, 2023 | City Sponsors Event to celebrate the holidays with the Manor Community |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Economic Dev. Committee | No | Dec 14, 2023 | | Discuss active and future economic dev. for the city |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| St. MARY MAGDALENE EPISCOPAL CHURCH | Dec. 5, 2023 | Working thru the Vestor Board to complete Plans for deliver of Christmas Gifts to Manor Scholar Presented by MISD Whole Child |
| Manor Heritage Society | Dec. 10, 2023 | Planning Events & Activities for the Manor Community. |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| Manor Lions Club. | Dec. 11, 2023 | Christmas Event to celebrate the Holidays. |
| | | |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

# TIER 3

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| TML Region 10 Meeting | Dec 14, 2023 | Hosted by the City of Bastrop Business meeting & Legislative Updates |
| | | |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| HOA: | | |
| ESD: | | |
| EMS: | | |
| Other: | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

December 2nd! Come get a free check-up with our lovely doc... See more

# MANOR FREE CLINIC

## OPEN THE 1ST SATURDAY OF EVERY MONTH

Free doctor visit, eye exam, and social services - all at no cost to those without insurance or unable to afford their copay.

***No appointment needed!***

## NEXT CLINIC: SATURDAY DECEMBER 2ND

**10516 OLD HWY 20**
**BUILDING 4 AND 5**
**MANOR, TEXAS**

MISD bus barn, where Manor Disaster Relief is!

**UPCOMING CLINIC SCHEDULE**

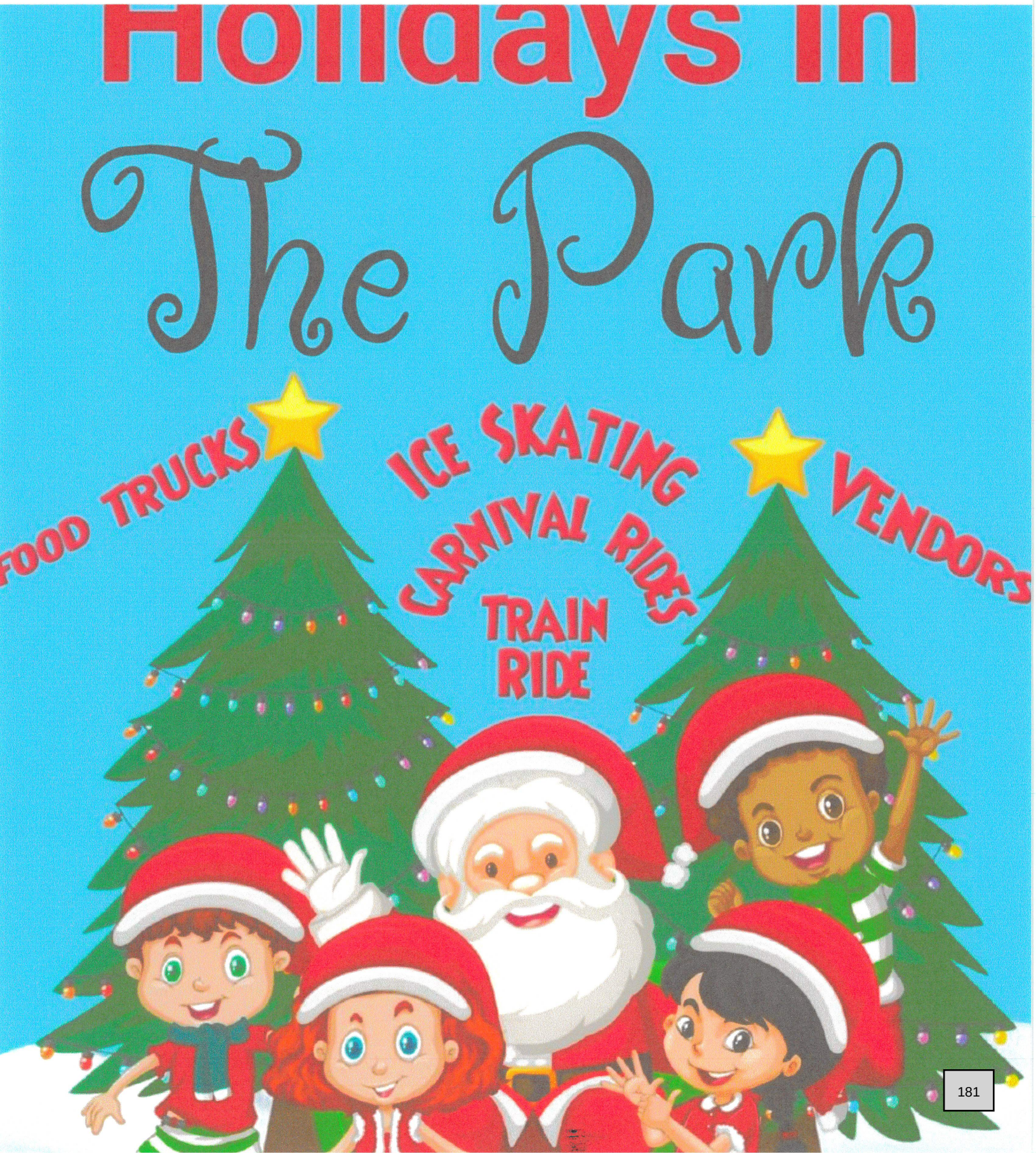
SATURDAY, JANUARY 6TH
SATURDAY, FEBRUARY 3RD

Donate to our cause!

Manor Free Clinic

Sign up here to receive emails about future clinic dates and volunteer opportunities

Holidays in the Park is this Saturday at Timmermann Park!... See more



sdonnely@frontierbankoftexas.bank; sjones@mwbuilders.com; stacy@bigaustin.org; taylor@norris-design.com; lezlie <lezlie@ltcommercialgroup.com>; Dr. Christopher Harvey <drcjharvey@manortx.gov>; Scott Moore <smoore@manortx.gov>; mmanderson2014@icloud.com
**Subject:** ED Committee Luncheon Meeting 12/15/22

I would like to invite you all to meet for lunch at City Hall on Thursday, December 15th at noon in our front conference room to discuss the following:

Economic Development Progress Report for 2022
Feedback from City's Comprehensive Master Plan (Mayor Harvey sent you a link to review via email) and Implementation Priorities
Alternate Sources of ED Program & Incentive Funding (since CapMetro election was unsuccessful)
Economic Development Potential Bond Issue Funding Priorities (Downtown, Industrial Park, etc.)
P3 Partnership Opportunities/Projects/Potential Entities
Issues Affecting Economic Development Outcomes
Input and Discussion
What's Next for Economic Development in 2023?

Please RSVP with any dietary restrictions you might have so we can get an accurate meal count and I look forward to meeting you all, and planning an exciting new year of Manor economic development!
Sincerely,
Scott J.

***Scott G. Jones***
*Economic Development Director*

# Manor City Council Monthly Report

Name: **Mareia Amezcua** Place/Position Place 3

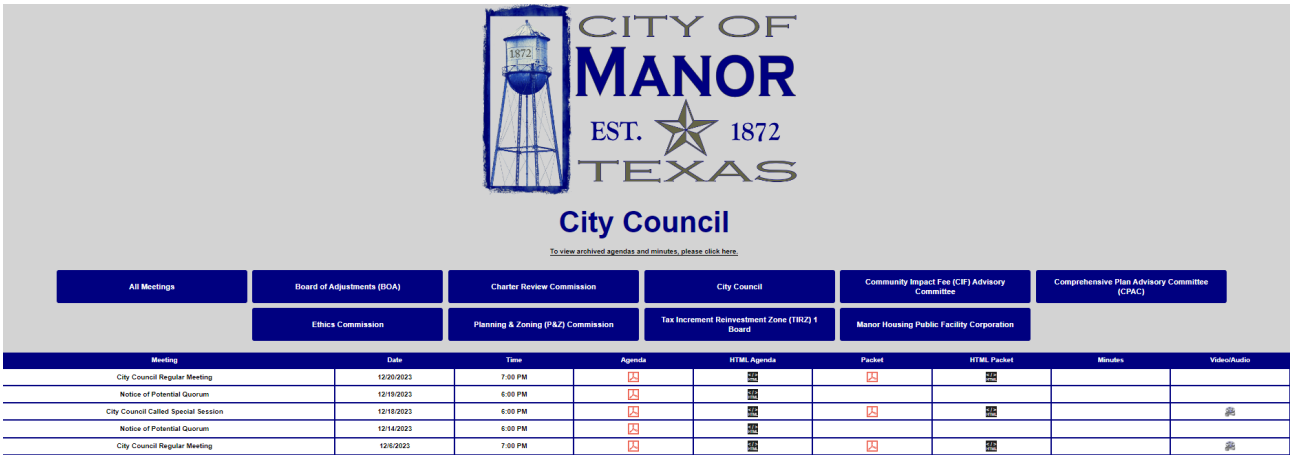
Start Date: December 1st, 2023 End Date: December 31st, 2023

| Tier | Mayor | City Council | Meeting Criteria and Compensation Guidelines |
|---|---|---|---|
| I | $875 | $625 | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

12/06/2023- Regular Scheduled City Council Meeting

12/18/2023- City Council Special Called Meeting

12/20/2023-Regular Scheduled City Council Meeting



| Tier | Mayor | City Council | Meeting Criteria and Compensation Guidelines |
|---|---|---|---|
| II | $875 | $625 | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | | | *Request budget funding as necessary |

# Committee Commitments

| Committee Name | Description | Meeting Schedule |
|---|---|---|
| Budget Committee * | Provide information on current budget status | Monthly or as needed<br><br>12/29/2023 |
| Capital Improvements Committee | | Pending invite from Chair |
| TIRZ | | Pending invite from Chair |

CITY OF MANOR EST. 1872 TEXAS

Maria Amezcua, Chairperson
Deja Hill, Council Member

**Budget Committee**

**Friday December 29, 2023 at 10:15 AM**

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

**AGENDA**

**Via Telephone/Video Conference**

**(Teams Meeting)**

**THIS COMMITTEE MEETING WILL BE FOR REVIEW AND DISCUSSION ONLY; NO ACTION WILL BE TAKEN**

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

- Update on the FY 2023-24 Annual Budget Expenditures To Date
- Discussion of Solid Waste Services Current Agreement (Expires December 2024)
- Discussion of Future Grant Consideration
- Discussion of Existing Grant Submittals and Next Steps

**ADJOURNMENT**

| Tier | Mayor | City Council | Meeting Criteria and Compensation Guidelines |
|---|---|---|---|
| III | $875 | $625 | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | | | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

# Government & Community Engagement

| Individual/Group | Purpose | Frequency |
|---|---|---|
| HOA: Presidential Glen HOA | Board- Selecting an insurance provider and discuss HOA needs<br>Dear Board,<br>The insurance renewal is coming up for the association, please see attached and below annual comparison.<br>Umbrella Carrier / Federal Insurance Company / Federal Insurance Company / Federal Insurance Company<br>Limit / $15,000,000 / $15,000,000 / $15,000,000<br>Retention / $0 / $0 / $0<br>Extend Over D&O Coverage / Yes / Yes / Yes<br>Umbrella Premium / $14,803.00 / $15,525.00 / $15,525.00<br>Annual Premium / $28,156.00 / $37,274.00 / $36,299.00<br>Please note that for FY 24, we had budgeted $30k. Insurance will be increased for FY25. The PDF attached provides a comparison of all the coverages. Please note the wind and hail deductible (1% vs $1k deductible) is one of the driving factors on the overall premium. I would recommend the Board to consider option 1 as it provides overall a better deductible should a wind and hail event take place.<br>Please advise which option the Board would like to move forward and vote accordingly.<br>Thank you,<br>On Mon, Dec 11, 2023 at 2:41 PM Jeremy Community Policy Holders <jeremy@communitypolicyholders.com> wrote:<br>All,<br>We just received the incumbent carrier's renewal quote for this community. The other two quotes were alternatives. This one is cheaper with the lower deductibles. I am sorry for the delay, but we were waiting on the carrier to provide this quote.<br>Premiums are going up in the state of Texas across the board. As you can see from the 3 different carriers the pricing is all about the same. The deductibles for master and single-family communities have not gone up the same way that condo deductibles have but we are seeing larger rate increases.<br>If you have any questions please let me know.<br>Thank you,<br>JEREMY DAY<br>Sales Executive<br>COMMUNITY POLICYHOLDERS<br>C: 214-766-7938<br>Info: Info@Communitypolicyholders.com<br>Quote Request Form<br>To bind or alter coverage please contact our office during business hours. Coverage cannot be bound or altered through email or voicemail. It must be confirmed by a licensed agent during regular business hours. | As Needed<br>12/12/2023<br>12/15/2023 |
| County: Travis County Commisioners Court | Informational<br>(Attended Virtually) | 12/12/2023 |

RECEIVED
By OgunroL at 3:32 pm, Dec 08, 2023

RETURN CERTIFYING POSTING OF NOTICE
I hereby certify that this notice is the true and correct copy of Notice of Meeting received by me on the time and date stamped hereon and that I posted a true and correct copy of this Notice electronically

Dyana Limon-Mercado, County Clerk/Travis County, Texas
By Deputy: Robin Ogunrore

# TRAVIS COUNTY
# COMMISSIONERS COURT

Travis County
Administration Building
Commissioners Courtroom
700 Lavaca Street
Austin, TX 78701

| Andy Brown | Jeffrey W. Travillion, Sr. | Brigid Shea | Ann Howard | Margaret J. Gómez |
|---|---|---|---|---|
| County Judge | Commissioner Precinct 1 | Commissioner Precinct 2 | Commissioner Precinct 3 | Commissioner Precinct 4 |

## AGENDA
**VOTING SESSION • TUESDAY, DECEMBER 12, 2023 • 9:00 AM**

**This meeting may include one or more members of the Commissioners Court that will participate by videoconference. The presiding officer and a quorum of the Court will be physically present and it is their intent to preside over the meeting at the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, Austin, Texas 78701. The meeting shall be open to the public during the open portions of the meeting, and the member participating by videoconference shall be visible and audible to the public for as long as the member participates while speaking.**

**Members of the public may give comment before the Commissioners Court on any item listed on this agenda during the time the item is taken up by appearing in person or by calling (800) 304-1055.**

**During Public Communication, members of the public may communicate to the Court about County issues not on the agenda. Members of the public can appear in person or by calling (800) 304-1055 for Public Communication.**

**During Public Communication, County Announcements, or any other subject not specifically noticed on this agenda, the Court cannot deliberate; Court members may interact only by providing factual information or recite existing policy in response to an inquiry. Discussion about the subject of the inquiry must be restricted to proposing the subject be placed on a future meeting's agenda.**

**The public may also view this meeting while in progress online at either of the following:**
**https://traviscountytx.gov/tctv/watch**
**https://traviscotx.civicclerk.com/web/home.aspx**

**An electronic copy of the agenda and agenda packet can be found at:**
**https://traviscotx.civicclerk.com/web/home.aspx**

**For press inquiries, please email PIO@traviscountytx.gov or call (512) 854-8740.**

**CALL TO ORDER**

**PUBLIC COMMUNICATION**

**COUNTY ANNOUNCEMENTS**





**AUDITOR**

1. Approve payment of claims by the County Treasurer. (Judge Brown)

**EMERGENCY SERVICES**

2. Consider and take appropriate action regarding the following:
   - A. Outdoor burning in the unincorporated areas of Travis County.
   - B. County response to natural disaster or other emergency (Judge Brown)
3. Consider and take appropriate action on the reappointment of the following individuals to the Emergency Services District (ESD) #4 Board of Commissioners to be effective on January 1, 2024 through December 31, 2025
   - A. Peter Torgrimson (Precinct Two)
   - B. Chuck Alexander (Precinct Two)
   - C. Eric Opiela (Precinct Three) (Commissioners Shea & Howard)
4. Consider and take appropriate action on the appointment of Travis Lundgren to the Board of Commissioners of Emergency Services District (ESD) No. 13 for the term December 2023 through December 31, 2025. (Commissioner Travillion)

5. Consider and take appropriate action on the reappointment of the following individuals to the Emergency Services Districts (ESDs) Board of Commissioners #s 3, 5, 7 , 8, 9, 10, and 16 to be effective on January 1, 2024 through December 31, 2025

   A. J. Edd New (reappointment) ESD 3
   B. Carroll Knight (reappointment) ESD 3
   C. Matt Escobedo (reappointment) ESD 3
   D. Tom Quirk (reappointment) ESD 5
   E. Dennis Wright (reappointment) ESD 5
   F. Mary Cameron (reappointment) ESD 7
   G. Mark Evert (reappointment) ESD 7
   H. Naomi Giroux (reappointment) ESD 7
   I. Becky Wynn (reappointment) ESD 8 & 16
   J. Virgil Flathouse (reappointment) ESD 9
   K. Dr. Steve Wilson (reappointment) ESD 9
   L. Ken Campbell (reappointment) ESD 10 (Commissioner Howard)

6. Consider and take appropriate action on the reappointment of the following individuals to the Emergency Services Districts (ESDs) Board of Commissioners #s 1, 6 , 14 to be effective on January 1, 2024 through December 31, 2025

   A. Mary Cameron (reappointment) ESD 1
   B. Naomi Giroux (reappointment) ESD 1
   C. Mark Evert (reappointment) ESD 1
   D. Larry Sartin (reappointment) ESD 6
   E. Matt Womack (reappointment) ESD 6
   F. Lonnie Moore (reappointment) ESD 14
   G. Roger Shull (reappointment) ESD 14
   H. Lizza Harrison, (reappointment) ESD 14 (Commissioners Shea & Howard)



TRAVIS COUNTY COMMISSIONERS COURT VOTING SESSION
**TUESDAY, DECEMBER 12, 2023**

**HEALTH & HUMAN SERVICES**

7. Consider and take appropriate action to approve the final version of the Program Year 2022 Consolidated Annual Performance Evaluation Report (PY22 CAPER) for the Travis County CDBG Program and authorize submission to HUD. The final version of the PY22 CAPER includes public comments, responses, and final edits.(Judge Brown & Commissioner Gómez)

**INTERGOVERNMENTAL RELATIONS**

8. Consider and take appropriate action on the reappointment of Vivek Kulkarni to the Travis Central Appraisal District Board of Directors to a term that will expire December 31, 2024. (Judge Brown)

**JUSTICE & PUBLIC SAFETY**

9. Receive briefing and update from the Austin/Travis County Sexual Assault Response and Resource Team, as required by SB476 passed in Texas 87th legislative session. (Judge Brown)

**PLANNING & BUDGET**

10. Authorize the County Treasurer to invest County funds. (Judge Brown)

11. Consider and take appropriate action on budget amendments, transfers, and discussion items. (Commissioner Gómez)

12. Consider and take appropriate action on the following grant programs, applications, contracts and related special budgets, and permissions to continue:

    A. Annual application to the Texas Department of Transportation for $333,307, which includes a $150,185 grant award, $50,716 in a County match, and $132,406 in an in-kind contribution, to continue the Underage Drinking Prevention Program in the County Attorney's Office
    B. Contract amendment to the Comprehensive Energy Assistance Program (CEAP) grant with the Texas Department of Housing and Community Affairs in HHS to shift funds between grant categories (Commissioner Gómez)

13. Consider and take appropriate action on amendment to Interlocal Agreement with Central Health. (Judge Brown)

**PURCHASING**

14. Receive bids from County Purchasing Agent. (Commissioner Travillion)

15. Approve contract award for Kennedy Ridge Wastewater Improvements, IFB No. 2304-001-PH, in the amount of $1,023,059.55, to the sole bidder, Austin Underground, Inc. (Transportation & Natural Resources) (Commissioner Travillion)

16. Approve contract award for Balcones Canyonland Preserve Road Maintenance, CSP 2306-005-PH, in the amount of $4,104,751.00, to the sole proposer, Sundt Construction. (Transportation & Natural Resources) (Commissioner Travillion)

17. Approve ratification of Modification No. 1 to Contract No. 4400006700 with Communities for Recovery, in the amount of $350,000.00, for overdose prevention services. (Health & Human Services) (Commissioner Travillion)

18. Approve ratification of Modification No. 2 to Contract No. 4400006260 with Aeschbach & Associates, Inc., dba Addiction and Psychotherapy Services, in the amount of $150,000.00, for methadone treatment services. (Health & Human Services) (Commissioner Travillion)

19. Approve ratification of Modification No. 2 to Contract No. 4400006261 with Community Medical Services, in the amount of $150,000.00, for methadone treatment services. (Health & Human Services) (Commissioner Travillion)

20. Reject all responses received for RFP No. 2306-006-LC, Supplier Verification Solution. (Auditor's Office) (Commissioner Travillion)

21. Approve Contract Award for Professional Architecture Services for the Historic Heman Marion Sweat Courthouse, RFQ 2209-005-TL, in the amount of $99,800.00, to the most highly qualified respondent, Limbacher & Godfrey, Inc. (Planning and Budget) (Commissioner Travillion)

**TECHNOLOGY & OPERATIONS**

22. Consider and take appropriate action on the following Personnel Amendments:

    A. Routine Personnel Actions
    B. Non-Routine Personnel Actions
    (Commissioners Travillion & Gómez)





23. Consider and take appropriate action regarding the license agreement between Travis County and the City of Austin for the alley space located behind the Probate Courts at 200 W. 8th Street, Austin, Texas, 78701. (Commissioner Howard)

**TRANSPORTATION & NATURAL RESOURCES**

24. Consider and take appropriate action on canceling the 2011 Bond Project, Wildhorse Connector – Parmer Ext. to FM 973, located in Precinct One. (Commissioner Travillion)

25. Consider and take appropriate action regarding an amendment to extend a License Agreement to allow Waterloo Outdoors, LLC. to continue operation until December 31, 2023 for kayak and paddle board concession rentals at Arkasas Bend Park. (Commissioner Shea)

26. Consider and take appropriate action on the following requests regarding the acceptance of the dedication of public streets and drainage facilities within Shadowglen Phase 2 subdivisions in Precinct One:

    A. Acceptance of dedication of the public street and drainage facilities within the Shadowglen Phase 2 Misty Grove Boulevard and Silent Falls Way final plat.
    B. License Agreement between ShadowGlen Residential Property Owner's Association and Travis County for planting and improvements within the public right of way of Misty Grove Boulevard and Silent Falls Way.
    C. Acceptance of dedication of the public street and drainage facilities within the Shadowglen Phase 2 Sections 25-26 final plat.
    D. Acceptance of dedication of the public street and drainage facilities in the Shadowglen Phase 2 27A-27B final plat.
    E. Acceptance of dedication of the public street and drainage facilities in the Shadowglen Phase 2 Section 28 final plat
    (Commissioner Travillion)

27. Consider and take appropriate action regarding a request to approve a Resolution for an Advance Funding Agreement (AFA) with TxDOT for the Dee Gabriel Collins Road project. (Commissioner Gómez)

28. Consider and take appropriate action to approve the second amendment to an Interlocal Agreement (ILA) between Travis County and the University of Texas at Austin. (Commissioners Shea & Howard)

29. Consider and take appropriate action on appointments to the 2023 Bond Substandard Roads Task Force. (Judge Brown)

**OTHER**

30. Consider and take appropriate action on a Memorandum of Understanding between Travis County, The SAFE Alliance, Asian Family Support Services of Austin, and Austin Police Department for the District Attorney's Office. (Judge Brown)

31. Consider and approve request to join as a signatory in proposed joint cities and counties amicus brief in *Texas v. United States*, Case No. No. 23-40653 in the U.S. Court of Appeals for the Fifth Circuit and delegate signature authority to Travis County Attorney Delia Garza. (This item may be taken into Executive Session, pursuant to Tex.Gov't Code § 551.071) (Judge Brown)

32. Consider and take appropriate action regarding the proposed 2024 Commissioners Court Calendar. (Judge Brown)

**EXECUTIVE SESSION**

**Note 1 Texas Government Code § 551.071, Consultation with Attorney**
**Note 2 Texas Government Code § 551.072, Real Property**
**Note 3 Texas Government Code § 551.074, Personnel Matters**
**Note 4 Texas Government Code § 551.076, Security**
**Note 5 Texas Government Code § 551.087, Economic Development Negotiations**
**Note 6 Texas Government Code § 551.089, IT Security**
Note 7 Texas Government Code § **551.0745, Personnel Matters Affecting County Advisory Board**

The Commissioners Court will consider the following items in Executive Session. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Court announces that the item will be considered during Executive Session.

33. Receive briefing and take appropriate action regarding Travis County information security issues.[1 & 6] (Commissioners Travillion & Howard)

34. Receive legal briefing from County Attorney, and authorize County Attorney and/or Risk Manager to accept, reject, or counter settlement offer, and/or take appropriate action in claim submitted by Seonju Jo related to a motor vehicle accident involving Travis County vehicle.[1] (Judge Brown)



TRAVIS COUNTY COMMISSIONERS COURT VOTING SESSION
**TUESDAY, DECEMBER 12, 2023**

35. Consider and take appropriate action regarding the potential acquisition of approximately 1,600 acres of park land west of the City of Bee Cave, Texas and south of Hwy 71 west, in Precinct Three. [1 & 2] (Commissioner Howard)

36. Consider and take appropriate action regarding the request to partially release restrictive covenant on 10321 and 10401 Burnet Road, Austin, Travis County, Texas, 78757.[1 & 2] (Commissioner Shea)

37. Receive briefing from outside counsel and take appropriate action regarding groundwater and land use issues.[1] (Commissioners Shea & Howard)

**ADJOURN**

**TRAVIS COUNTY HOUSING FINANCE CORPORATION VOTING SESSION • TUESDAY, DECEMBER 12, 2023 • UPON ADJOURNMENT OR RECESS OF COMMISSIONERS COURT VOTING SESSION**

1. Consider and take appropriate action to approve resolutions authorizing participation in the Cantarra Apartments development as ground lessor, and other related matters. (Commissioner Gómez)

**ADJOURN**

**TCC HILL COUNTRY DEVELOPMENT CORPORATION VOTING SESSION • TUESDAY, DECEMBER 12, 2023 • UPON ADJOURNMENT OR RECESS OF COMMISSIONERS COURT VOTING SESSION**

1. Consider and take appropriate action to approve resolutions authorizing participation in various capacities in the ownership, financing, development and operation of the Cantarra Apartments, and other related matters. (Commissioner Gómez)

**ADJOURN**



| | | |
|---|---|---|
| Other: Planning and Zonning | Informational/Attend swearing in of Alternates | Monthly 12/13/2023 |

CITY OF MANOR
EST. 1872 TEXAS

Lakesha Small, Chair, Place 7
Felix Paiz, Vice-Chair, Place 4
Julie Leonard, Place 1
Prince John Chavis, Place 2
Cresandra Hardeman, Place 3
Celestine Sermo, Place 5
Cecil Meyer, Place 6
Gabriel Nila, Alternate No. 1
Gabrielle Orion, Alternate No. 2

# Planning & Zoning Commission Regular Meeting

**Wednesday, December 13, 2023, at 6:30 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**

**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 Board/Commission/Committee and, not to exceed two (2) minutes per person. No Action or Discussion May be Taken by the Board/Commission/Committee during Public Comments on Non-Agenda Items.*

*To address the Board/Commission/Committee, please complete the white or yellow card and present it to the city staff designee prior to the meeting.*

**PUBLIC HEARING**

1. **Conduct a public hearing on a Preliminary Plat for the New Haven Subdivision, two-hundred ninety-three (293) on 90.3 acres, more or less, and being located at Gregg Lane and FM 973, Manor, TX.**
   *Applicant: Gregg Lane Dev. LLC*
   *Owner: Quiddity*



2. **Conduct a public hearing on a Subdivision Preliminary Plat for the Ginsel Tract, five (5) lots on 84.31 acres, more or less, and being located at 13301 East US HWY 290, Manor, TX.**
   *Applicant: Kimley-Horn*
   *Owner: Manor Opportunity Fund, LLC*
3. **Conduct a public hearing on a Subdivision Short Form Final Plat for the Junction Subdivision, one (1) lots on 9.2 acres, more or less, and being located at the intersection of La Grange St. and Murray Ave., Manor, TX.**
   *Applicant: BGE Inc*
   *Owner: Junction Development, LLC*
4. **Conduct a public hearing on a Subdivision Short Form Final Plat for Amavi Manor, two (2) lots on 62.81 acres, more or less, and being located at the southeast corner of US Hwy 290 and Old Kimbro Rd, Manor, TX.**
   *Applicant: Kimley-Horn*
   *Owner: Jefferson Triangle Marine, LP*
5. **Conduct a public hearing on a Subdivision Short Form Final Plat for Manor Commons SW, three (3) lots on 4.74 acres, more or less, and being located at the northwest corner of FM 973 and Ring Dr., Manor, TX.**
   *Applicant: ALM Engineering, Inc.*
   *Owner: Greenview Manor Commons SW LP*

**CONSENT AGENDA**

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

6. **Consideration, discussion, and possible action to approve the P&Z Commission minutes.**

   **• October 11, 2023, P&Z Commission Regular Meeting; and**
   **• November 13, 2023, P&Z Commission Regular Meeting**

**REGULAR AGENDA**

7. **Consideration, discussion, and possible action on a Preliminary Plat for the New Haven Subdivision, two-hundred ninety-three (293) on 90.3 acres, more or less, and being located at Gregg Lane and FM 973, Manor, TX.**
   *Applicant: Gregg Lane Dev. LLC*
   *Owner: Quiddity*

8. **Consideration, discussion, and possible action on a Subdivision Preliminary Plat for the Ginsel Tract, five (5) lots on 84.31 acres, more or less, and being located at 13301 East US HWY 290, Manor, TX.**
   *Applicant: Kimley-Horn*
   *Owner: Manor Opportunity Fund, LLC*

9. **Consideration, discussion, and possible action on a Subdivision Short Form Final Plat for the Junction Subdivision, one (1) lots on 9.2 acres, more or less, and being located at the intersection of La Grange St. and Murray Ave., Manor, TX.**
   *Applicant: BGE Inc*
   *Owner: Junction Development, LLC*

10. **Consideration, discussion, and possible action on a Subdivision Short Form Final Plat for Amavi Manor, two (2) lots on 62.81 acres, more or less, and being located at the southeast corner of US Hwy 290 and Old Kimbro Rd, Manor, TX.**
    *Applicant: Kimley-Horn*
    *Owner: Jefferson Triangle Marine, LP*

11. **Consideration, discussion, and possible action on a Subdivision Short Form Final Plat for Manor Commons SW, three (3) lots on 4.74 acres, more or less, and being located at the northwest corner of FM 973 and Ring Dr., Manor, TX.**
    *Applicant: ALM Engineering, Inc.*
    *Owner: Greenview Manor Commons SW LP*

12. **Consideration, discussion, and possible action on a Final Plat for the Manor Heights Subdivision, Phase 4, Section A, two-hundred and five (205) lots on 93.503 acres, more or less, and being located near the intersection of Liberty Bell Blvd and Jordyn Sterling Street, Manor, TX.**
    *Applicant: Kimley-Horn & Associates*
    *Owner: Forestar (USA) Real Estate Group*

13. **Consideration, discussion, and possible action a Final Plat for the Manor Heights Subdivision, Phase 4, Section B, sixty-six (66) lots on 17.31 acres, more or less, and being located near the intersection of Liberty Bell Blvd and Jordyn Sterling Street, Manor, TX**
    *Applicant: Kimley-Horn & Associates*
    *Owner: Forestar (USA) Real Estate Group*

14. **Consideration, discussion, and possible action on a Final Plat for the Manor Commons SE Commercial Subdivision, three (3) lots on 3.179 acres, more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX**
    *Applicant: ALM Engineering*
    *Owner: Greenview Development **973***



15. **Consideration, discussion, and possible action on an amendment to the Shadowglen Medical Tower Coordinated Sign Plan.**

16. **Consideration, discussion, and possible action on a 2024 Subdivision Calendar.**

17. **Consideration, discussion, and possible action on a Food Court Establishment at 13538 N. FM 973.**

18. **Consideration, discussion, and possible action on a Setback Waiver for Lot 6, Block 34, locally known as 505 Jessie Street, to reduce the rear setback to 10' and the side setbacks to 5'.**

19. **Consideration, discussion, and possible action on a Joined Lot Affidavit for Lot 1-5, Block 12, Town of Manor, locally known as 800 N. Lexington Street, Manor, Texas.**
    *Applicant: Bobby Gosey*
    *Owner: Bobby Gosey*

**ADJOURNMENT**

In addition to any executive session already listed above, the Planning & Zoning Commission 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 Planning & Zoning Commission member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the Planning & Zoning Commission member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.*

**POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, November 8, 2023, 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

| Tier | Mayor | City Council | Meeting Criteria and Compensation Guidelines |
|---|---|---|---|
| **IV** | **$875** | **$625** | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | | | *Active attendance and participation and provide an update to City Council is a requirement |

# Texas Municipal League Participation

| Event | Purpose of Event | Date |
|---|---|---|
| TML Region 10 | Texas Municipal League Region 10 quarterly meeting | 12/14/2023 |

CITY OF MANOR EST. 1872 TEXAS

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

**Notice of Potential Quorum**

**Thursday, December 14, 2023 at 6:00 PM**

**Bastrop Opera House, 711 Spring St., Bastrop, TX 78602**

**AGENDA**

This will give notice that a quorum of the Manor City Council will be attending the Texas Municipal League Region 10 quarterly meeting on Thursday, December 14, 2023, at Bastrop Opera House, 711 Spring St., Bastrop, TX 78602. This meeting is hosted by the City of Bastrop beginning at 6:00 p.m.

This notice is being posted in compliance with the Texas Open Meetings Act in the event any City business is discussed. No action can be taken by the City Council during this meeting.

TML TEXAS MUNICIPAL LEAGUE

*TML Region 10 Officers 2022-2024*

President – Emily Hill, Mayor Pro Tem, City of Manor
Vice President – Juan Mendoza, Council Member, City of Lockhart
TML Board Director – Christine DeLisle, Mayor, City of Leander
Secretary – Lluvia T. Almaraz, City Secretary, City of Manor

**TML Region 10 Quarterly Meeting**

**Thursday, December 14, 2023**

**Bastrop Opera House**
**711 Spring St.**
**Bastrop, TX 78602**

**Registration & Social - 6:00 P.M.**
**Dinner & Meeting - 7:00 P.M.**

**AGENDA**

**Welcome**

*Lyle Nelson, Mayor, City of Bastrop*

**Invocation**

**Pledge of Allegiance**

**Introduction of Guest Speaker**

*Monty Wynn, TML Director of Grassroots and Legislative Services "Legislative Update"*

**Call to Order - Business Session**

*TML Region 10 President, Mayor Pro Tem Emily Hill*

a. Approval of Minutes – September 14, 2023
b. TML Board of Director's Report - *Christine DeLisle, Mayor, City of Leander*
c. Announcements & Future Meeting Sites
d. President's Closing Remarks

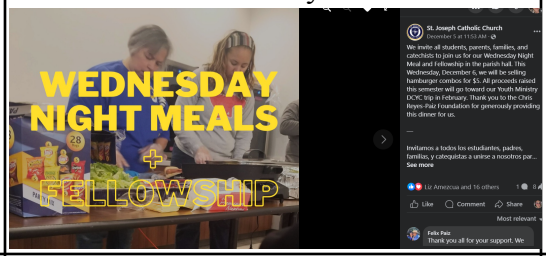
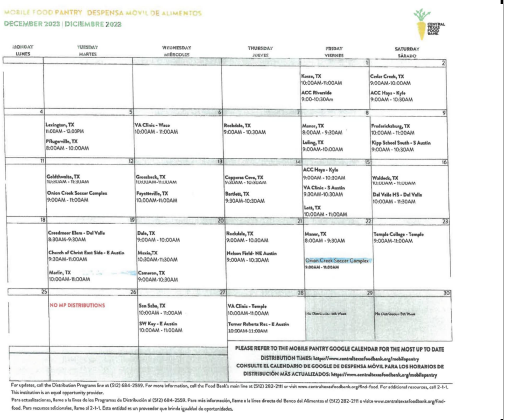
**Presentation of Attendance Certificate and Door Prizes**

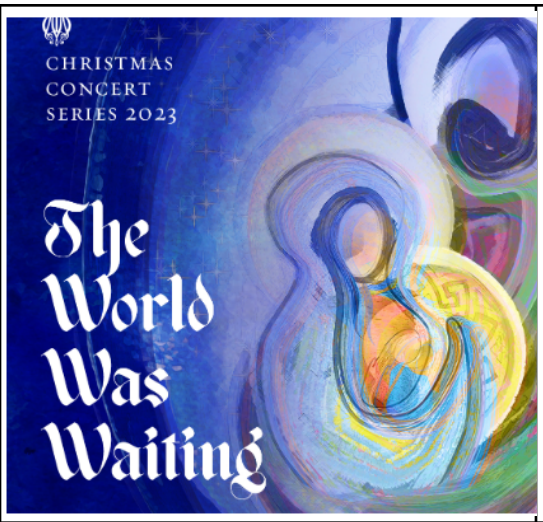
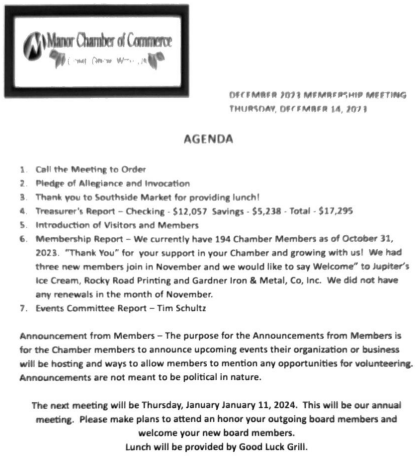
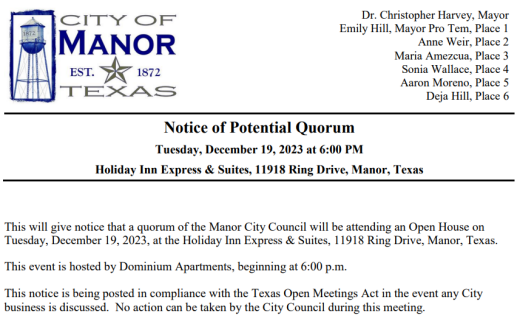
**Adjournment**

# Personal Community Engagement Events

| Event Type | Purpose | Date | Frequency |
|---|---|---|---|

| | | | |
|---|---|---|---|
| City of Manor Sponsored Event | Holidays in the Park- Community Engagement     | 12/02/2023 | Annualy |

| | | | |
|---|---|---|---|
| Community Event | Community Engagement. Help as needed Hamburgers at St. Joseph's Catholic Church. Event hosted by Felix Paiz   | 12/06/2023 | As Needed |
| Central Texas Food Bank Distribution | Volunteer to help distribute meals in Manor   | 12/08/2023 | Bi-Monthly |
| Holiday Event | Manor FFA Alumni Holiday Dinner   | 12/11/2023 | Annually |
| Holiday Concert | Attend Millenial Choir & Orchestra Christmas Concert per invitation from community member. | 12/14/2023 | One Time |

| | | | |
|---|---|---|---|
| |  | | |
| Chamber of Commerce Meeting | Networking and to help package meals for Manor ISD Whole Child<br>  | 12/14/2023 | Monthly |
| Community Open House | Informational meeting hosted by Dominium Apartments (Tower Rd. Apartments)<br>  | 12/19/2023 | One Time |
| Community Meal Distribution | Distribute Turkeys and Hams to Manor Families | 12/23/2023 | Annually |

| | | | |
|---|---|---|---|
| |  | | |

# Regional Leadership Opportunities

| Committee | Purpose | Meeting Frequency |
|---|---|---|
| | | |
| | | |
| | | |

- Please submit any backup material for each Tier that supports your community involvement and attendance.

# Manor City Council
# Monthly Report

Name: **Sonia Wallace** Place/Position Council Member 4

Start Date: Dec 1, 2023 End Date: Dec 31, 2023

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |
| | |
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |
| | |
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |
| | |
| IV | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |
| | |

# TIER 1

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| Council Meeting | 12/06/23<br>12/20/23 | |
| Special called session | 12/18/23 | CAYSA property |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| Manor Heritage Society | 12/14/23 | Bylaw set up and discussion of community events [ie. Black History Month Celebration] |
| Open House for Dominion apartments | 12/19/23 | Community engagement |
| Monique Celadon Annual Toy Drive Christmas Party | 12/16/23 | Donations and community engagement |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

# TIER 3

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| HOA: | | |
| ESD: | | |
| EMS: | | |
| Other: | 12/14/23 | Chamber of Commerce Luncheon (last month on the board) |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

**DECEMBER 2023 MEMBERSHIP MEETING**
**THURSDAY, DECEMBER 14, 2023**

# AGENDA

1. **Call the Meeting to Order**
2. **Pledge of Allegiance and Invocation**
3. **Thank you to Southside Market for providing lunch!**
4. **Treasurer's Report – Checking - $12,057 Savings - $5,238 - Total - $17,295**
5. **Introduction of Visitors and Members**
6. **Membership Report – We currently have 194 Chamber Members as of October 31, 2023. "Thank You" for your support in your Chamber and growing with us! We had three new members join in November and we would like to say Welcome" to Jupiter's Ice Cream, Rocky Road Printing and Gardner Iron & Metal, Co, Inc. We did not have any renewals in the month of November.**
7. **Events Committee Report – Tim Schultz**

**Announcement from Members – The purpose for the Announcements from Members is for the Chamber members to announce upcoming events their organization or business will be hosting and ways to allow members to mention any opportunities for volunteering. Announcements are not meant to be political in nature.**

**The next meeting will be Thursday, January January 11, 2024. This will be our annual meeting. Please make plans to attend an honor your outgoing board members and welcome your new board members.**
**Lunch will be provided by Good Luck Grill.**

# TIER 4

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| **IV** | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by the City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |

**Regional Meetings**

| Group Name | Date | Description |
|---|---|---|
| TML region 10 meeting | 12/14/23 | |
| | | |
| | | |

**Other**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |
| | | |

- Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council
# Monthly Report

Name: **Aaron Moreno** Place/Position **Council member Place 5**

Start Date: December 1, 2023 End Date: December 31, 2023

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| **I** | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |
| | |
| **II** | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |
| | |
| **III** | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |
| | |
| **IV** | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |
| | |

# TIER 1

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| Regular council meeting | 12/06/23 | Attended the regular council meeting. Arrived before 5:30 for Christmas pictures. |
| Special Session meeting | 12/18/23 | Attended the City councils called special session. |
| Regular council meeting | 12/20/23 | Attended the Regular city council meeting. |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| Manor Chamber of Commerce | 12/14/23 | Attended the Manor Chamber of Commerce meeting. |
| | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# TIER 3

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| TML region 10 meeting | 12/14/23 | Attended the TML Region 10 Meeting/Christmas event. (Not sure if this goes here) |
| | | |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| HOA: | | |
| ESD: | | |
| EMS: | | |
| Other: Community Open House | 12/19/23 | Attended the Community open house for Tower Road apartments. |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

# Manor City Council
# Monthly Report

Name: **Deja Hill** Place/Position Place 6

Start Date: 12.1.23 End Date: 12.31.23

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |
| | |
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |
| | |
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |
| | |
| IV | TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council |
| | *Active attendance and participation and provide an update to City Council is a requirement |
| | |

# TIER 1

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| I | Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies) |

**City Council Meetings/Special Called Sessions/Workshops**

| Type of Meeting | Date | Description |
|---|---|---|
| Regular Scheduled City Council Meetings | 12.6.23<br>12.20.23 | Regular scheduled meetings |
| | | |

**Other Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| City Council Called Special Session 6pm | 12.18.23 | Real Property discussion |
| | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

# TIER 2

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| II | Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly) |
| | *Request budget funding as necessary |

**Committee Meetings (minimum of 2 and Chair of 1)**

| Committee Name | Chair (Yes or No) | Meeting Date | *Quarterly Report Date | Description |
|---|---|---|---|---|
| Budget Committee | No | 12.29.23 | | End of quarter update to the budget. |
| | | | | |

| Committee Name | Chair (Yes or No) | Meeting Date | Quarterly Report Date | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |

**Other**

| Type | Date | Description |
|---|---|---|
| | | |
| | | |

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

# TIER 3

| Tier | Meeting Criteria and Compensation Guidelines |
|---|---|
| III | Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event |
| | *Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours |

**State/County Meetings**

| Type of Meeting | Date | Description |
|---|---|---|
| | | |
| | | |

**Community Meetings (minimum of 2)**

| Individual/ Group | Date | Description |
|---|---|---|
| HOA: | 12. | |
| ESD: | | |
| EMS: | | |
| Other: | 12.19.23 | Community Open House – Hosted by Dominium Apts, Dominium apts group, gathered feedback from the community about the apt. complex coming to Manor. |

**Other**

| Type | Date | Description |
|---|---|---|
| Participate in TML Region 10 Quarterly Meeting | 12.14.23 | Legislative updates, interests in Reg 10 committees, Updates from the TML President |
| | | |

- Please submit any backup material for Tier 3 that supports your community involvement and attendance.

AGENDA ITEM NO. 6

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action of an ordinance rezoning the Dominium 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: Dominium*
*Owner: Kenneth Tumlinson*

**BACKGROUND/SUMMARY:**

This property was annexed into the city in 2010 by Ord. 383. It was zoned from interim zoning to IN-1 Light Industrial in December 2017 by Ord. 499. A previous rezoning case was heard by the Commission on Sept. 14, 2022 to rezone the property from IN-1 to MF-2 Multi-Family 25. The Commission recommended MF-1 Multi-Family 15, but the City Council denied the request at their Nov. 2, 2022 meeting. They requested the seller spend more time marketing to industrial users before considering a residential use.

At the time of the first multi-family zoning request, the seller did not have an end user for the property. Since Nov. 2022, a new group – Dominimum, has approached the city's Public Facilities Corporation (PFC) with the intent to partner with the PFC to provide affordable rental units. As part of their process to partner with PFC and gain funding, they need proper zoning entitlements so they have filed to rezone the property to Multi-Family 25 (MF-2).

The property is 15.4217 acres and has frontage on Tower Road. To the west are existing light industrial buildings, to the north is the Stonewater Subdivision, and to the east is a 6-acre tract that has 1 single-family dwelling. The northern property boundary to Stonewater only directly abuts 1 single-family dwelling, with the majority of the northern property boundary being adjacent to a detention pond or Tinajero Way. The northern and eastern property boundaries abut less intense residential uses so the multi-family property would have 80' building setbacks along those boundaries and of those 80 feet, 25' would be landscaping bufferyards that would have additional tree and shrub planting as well as a minimum 6' privacy screening fence.
At 15.4217 acres and 25 units/acre under MF-2, the property would be entitled to 386 units. They are planning to have 324 units, and through the city's PFC, they all would be affordable to people earning 60% of the area median income (AMI).

The developer plans to have access points on Tower Road and has indicated they'll conduct a Traffic Impact Analysis.

This property on our Future Land Use Map is designated as Mixed-Density Neighborhoods. Mixed-Density Neighborhoods support residential uses that are 12-25 units per acre. Mixed Density Neighborhoods primarily support a mix of housing options that may consist of one or more of the following housing types from more dense single family homes to small multifamily, with a higher proportion of attached, missing middle, and multifamily products than the Neighborhood category. The mixed density neighborhood areas are intended to diversify residential areas and allow for infill of different housing types among new or existing single family homes. This use can serve as an appropriate transition from nonresidential and mixed-use areas to the lower density Neighborhoods.

The Planning and Zoning Commission voted 7-0 to postpone action on a recommendation to the February 13th P&Z meeting.

The Commission wanted more information on the Traffic Impact Analysis and when the traffic counts were collected or would be collected, if the developer had spoken with Compass Rose or MISD about school traffic in the area, modifications to their entrances including gates and fire access into Stonewater, more details about their proposed drainage mitigations on Tower Road, and to have the property receive a 911 address.

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

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- Presentation Slides
- Renderings
- Future Land Use Map
- Mixed-Density Neighborhood Dashboard
- Public Notice & Mailing Labels

**STAFF RECOMMENDATION:**
The City Staff recommends that the City Council approve the first reading of an ordinance rezoning the Dominium 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.

| **PLANNING & ZONING COMMISSION:** | **Recommend Approval** | **Disapproval** | **None** |
|---|---|---|---|
| | | **X – postpone to Feb. 13th** | |

**ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT INDUSTRIAL (IN-1) TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of the property described in Exhibit "A" (the "Property"), from Light Industrial (IN-1) to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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

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

**PASSED AND APPROVED SECOND AND FINAL READING** on this the ___ 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DOMINIUM

December 1st, 2023
Scott Dunlop
Development Services Director
City of Manor
105 E Eggleston St.
Manor, TX 78653

***RE: Zoning Application, 12200 Tower Road, Manor, TX 78653***

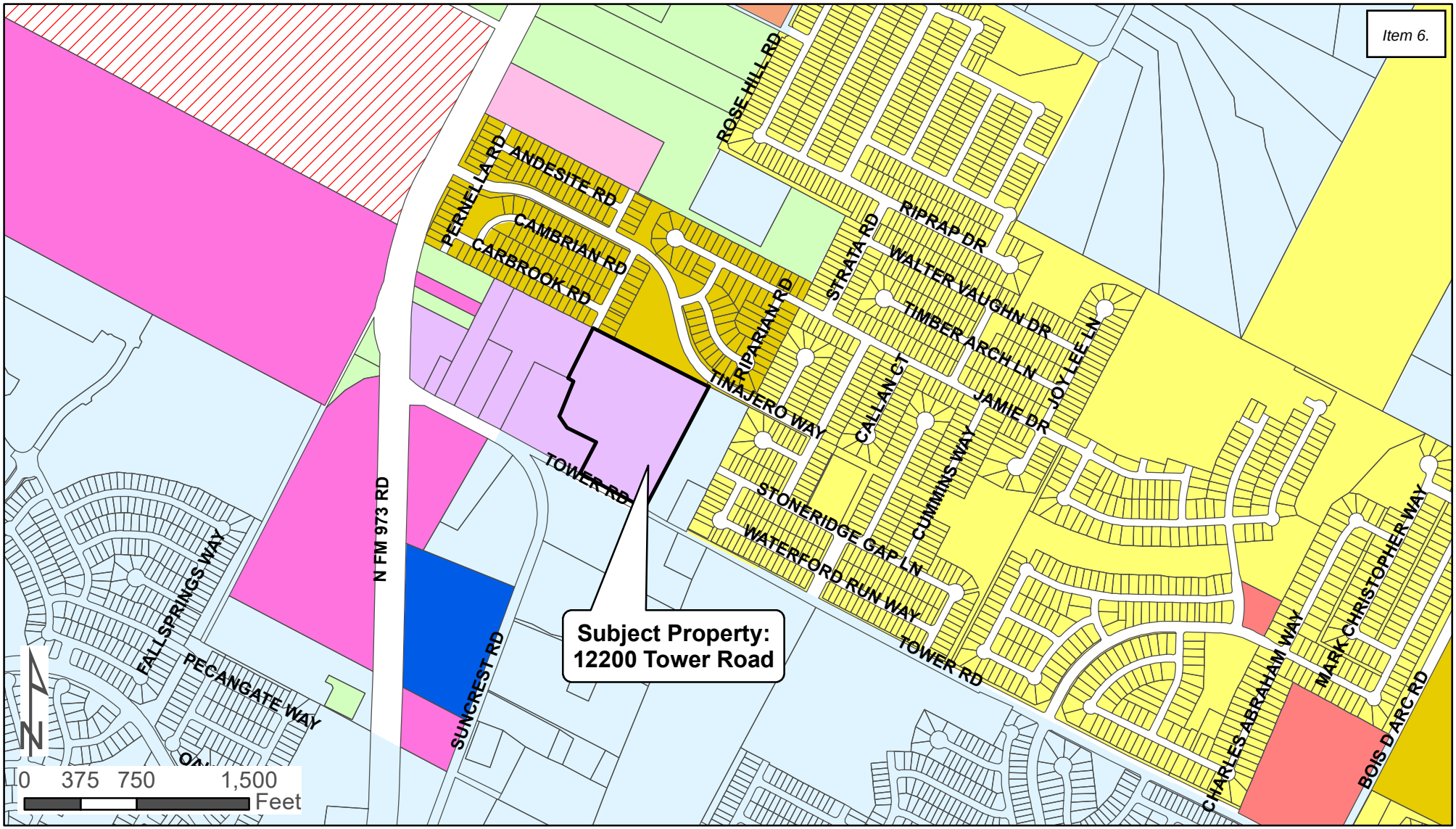
Mr. Dunlop,

Dominium is requesting that the City of Manor accept our zoning application for the above-referenced property. We intend to rezone the property from Light Industrial (IN-1) to Multi-Family 25 (MF-2). This will give us the opportunity to partner with Manor PFC to provide affordable homes where there is much-needed demand. The intention is to develop 324 affordable homes across eleven 3-story garden-style buildings. All units will be restricted to 60% Area Median Income. The subject parcel has been marketed with the current zoning for over a year and has had minimal interest. Limited demand for industrial space on the parcel arises from its size being too small for extensive industrial use and excessively large for light industrial use. The proposed rezoning will establish a buffer zone between the present industrial facilities to the west and the surrounding residential homes. Accepting this letter will allow us to continue pursuing the anticipated development.

Thank you for considering this request.

Sincerely,

Mr. Neal Route
Dominium
Vice President & Project Partner




Current:
Light Industrial (IN-1)

Proposed:
Multi-Family 25 (MF-2)

**Zone**

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

# Aerial image

Write a description for your map.

Legend

1220

Hiland Dairy Foods

Ornamental Iron and Fence Supply

Tinajero Way

Riparian Rd

Tinajero Way

Boudin Ct

Tinajero Way

Greywacke Dr

Tower Rd

Tower Rd

Suncrest Rd

Google Earth

220

400 ft



DOMINIUM

# Tower Road Apartments

## Community Meeting

What we do hits H O M E

# About Dominium

Focused on results and long-term value

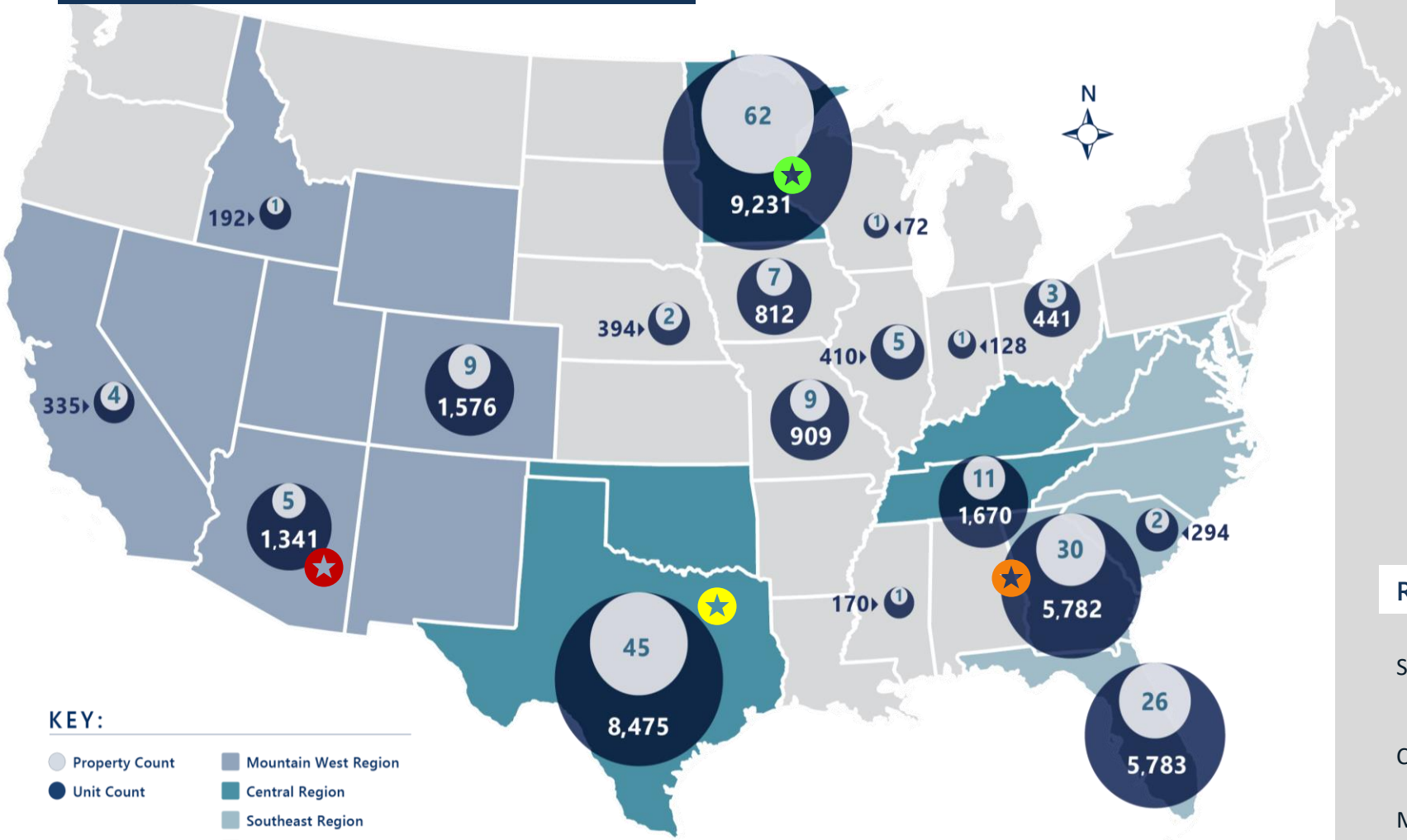
- Founded in 1972
- 2nd largest private developer of workforce housing
- Over 220 properties in portfolio nationwide
- Four regional offices, own properties in 19 states
- Launched "Dominium Gives" to further support the communities we serve
- On track to become the country's pre-eminent developer, owner,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





*Crossroad Commons*
*Austin, TX*

# FOOTPRINT BY STATE




*Data as of 04.2023

| PORTFOLIO | SITES | UNI |
|---|---|---|
| TOTAL | 225 | 38,207 |

## PROPERTIES OWNED FOR:

| | | | |
|---|---|---|---|
| 0-4 Years: | 82 | 10-14 Years: | 40 |
| 5-9 Years: | 63 | 15+ Years: | 40 |

**Site:** 838

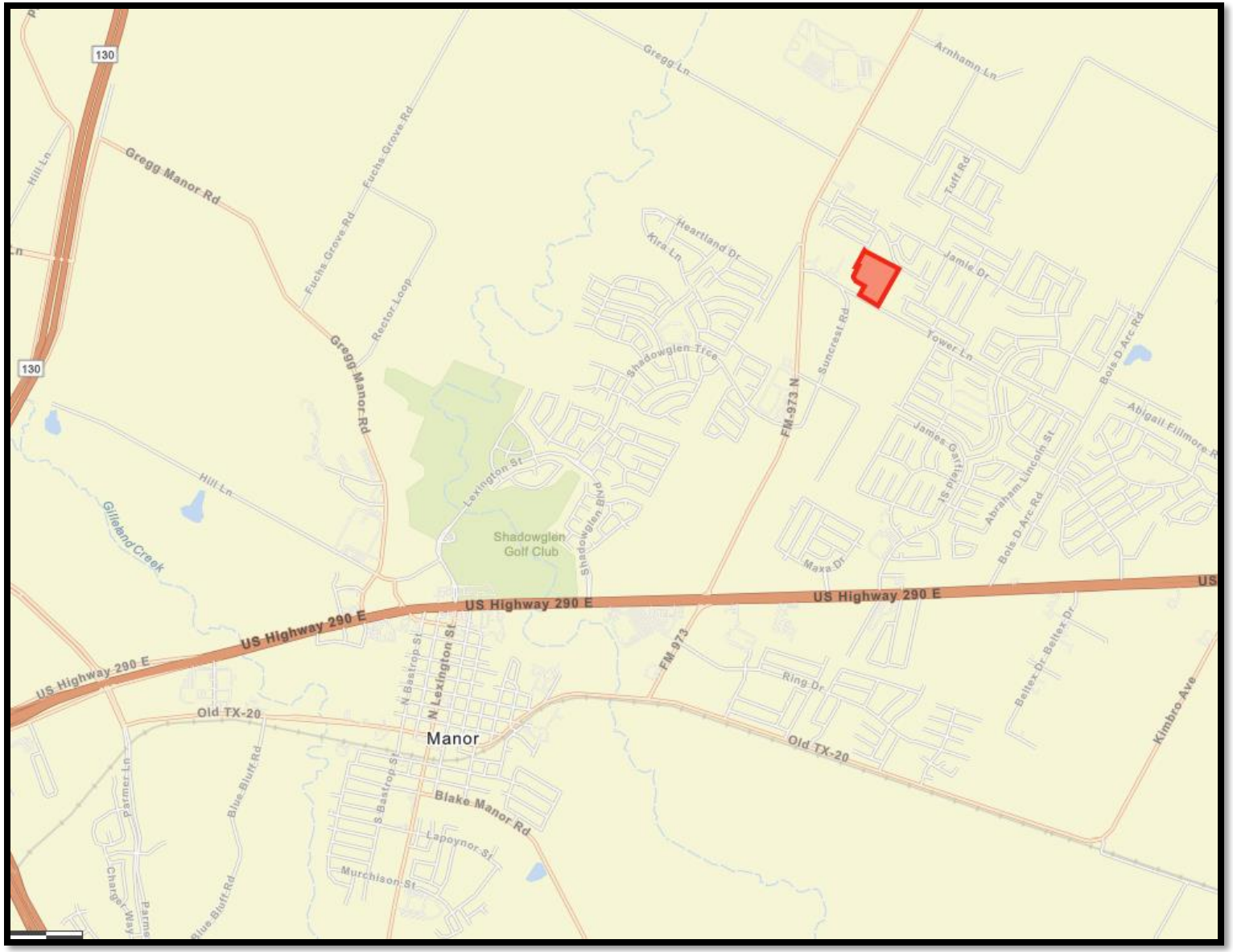
**Corporate:**

| | |
|---|---|
| Property Management | 122 |
| Corporate Services/HR | 170 |
| Development/Construction | 101 |
| **TOTAL** | **1,231** |

| REGIONS | OFFICES | MSA GROWTH[1] |
|---|---|---|
| Southeast | Atlanta[2]<br>Tampa[3]<br>Washington DC[3] | 5,409,115 |
| Central | Dallas[2]<br>Minneapolis[2] | 3,785,341 |
| Mountain West | Phoenix[2]<br>Denver[3] | 2,814,835 |

[1] Regional MSA growth 2010-2019 | [2] Regional Headquarters Office | [3] Developmen

# Community Location



# Manor Housing

- In the summer, the Manor City Council set two housing goals:
    - Goal #1: Help provide residents with more attainable housing options within Manor.
    - Goal #2: Remove the burden from middle-class workers and young professionals who live with family members or have long commute times.
- Partnership with the City of Manor will allow Dominium to provide the residents of Manor with rents that are restricted and lower than the market rate average.

CITY OF MANOR
EST. 1872
TEXAS

DOMINIUM

# Conceptual Site Plan & Zoning

- 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
  - Areas intended to diversify residential areas and allow for infill of different housing types.
- Access Points will be off Tower Road.
- Ordering a traffic study to analyze traffic impact
- Fencing, landscaping, and screening requirements will be followed.

# Amenity Overview

## In-Unit Amenities

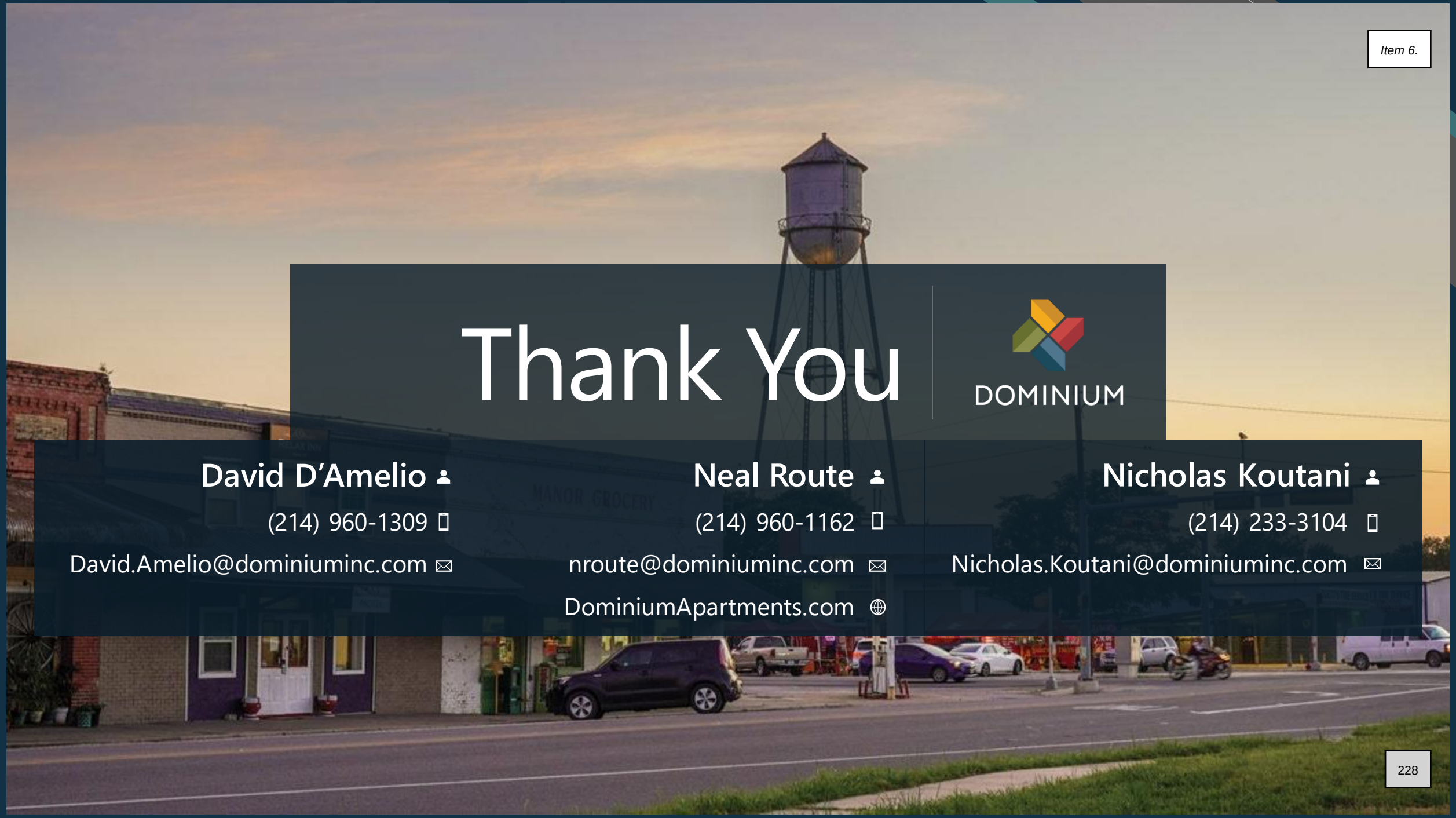
- Private Balcony
- Full-size washer and dryer
- Gourmet Kitchens with full stainless steel appliance package
- Hardwood flooring, 9-foot ceilings, and walk-in closets

## Community Amenities

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







# Thank You

DOMINIUM

**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



DOMINIUM

***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR RENDERING LOOKING NORTH AT ENTRY***

BKV GROUP



DOMINIUM

***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR AERIAL RENDERING LOOKING NORTHWEST***

BKV GROUP



DOMINIUM

***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR AERIAL RENDERING LOOKING SOUTHEAST***

BKV GROUP



DOMINIUM

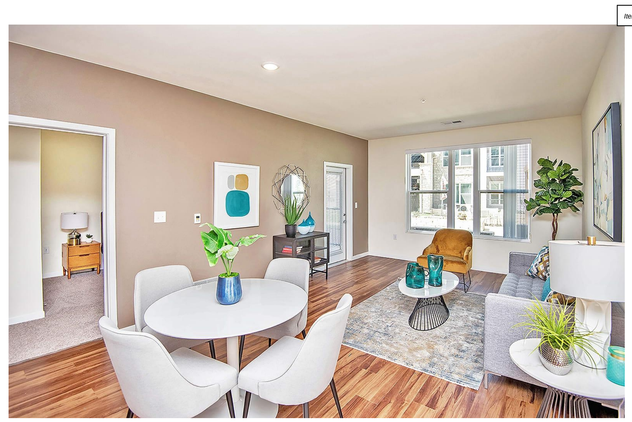
***TOWER ROAD APARTMENTS - MANOR TEXAS***
***EXTERIOR AERIAL RENDERING LOOKING SOUTHWEST***

BKV GROUP

















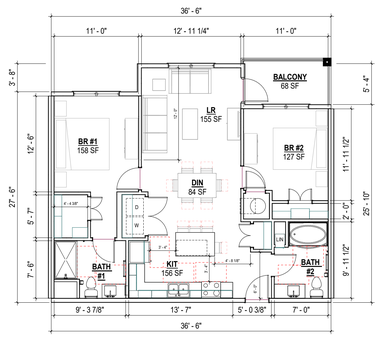




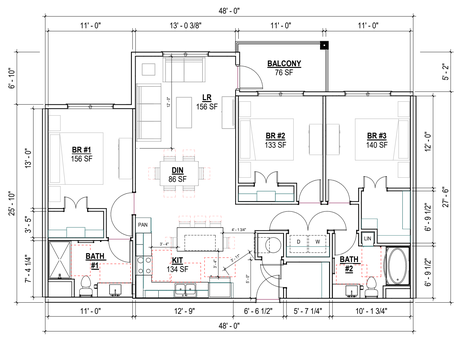




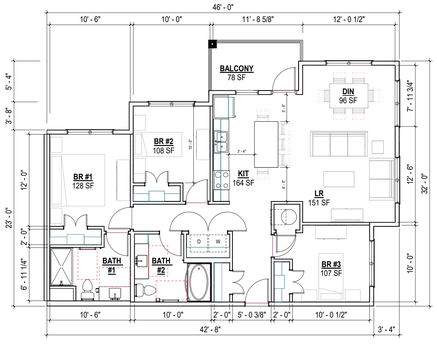





2 BR IN-LINE SPLIT




3 BR IN-LINE SPLIT




3 BR CORNER

**UNIT PLAN EXAMPLES**

**SCHARBAUER FLATS - MIDLAND, TX**

Kimley»Horn

# Memorandum

To: Dominium Inc.

From: Ben L. Green, P.E. – Kimley-Horn and Associates

Date: January 2, 2024

Subject: ***Technical Memo: Tower Road Drainage Improvements***

---

The content of this memo is based on a 15.49-acre tract of land located in City of Manor, approximately 500 feet east of the intersection of Tower Road and Suncrest Road. Kimley-Horn (KH) has prepared this memo to evaluate the existing drainage conditions of Tower Road at this location and to provide possible solutions to minimize the current flooding in this area. KH has been made aware that there is frequent flooding along Tower Road at this location which has prompted the need for this analysis.

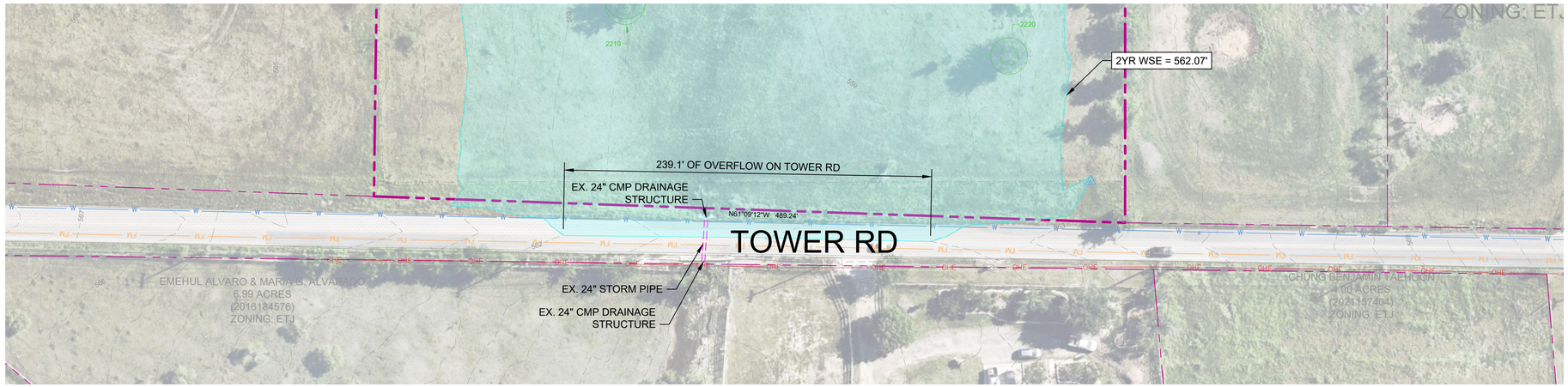
The following summarizes the technical elements of the existing drainage problems and proposed drainage improvements on Tower Road for this location:

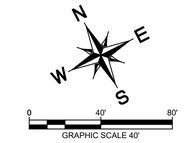
- Currently there is an existing 24" corrugated metal pipe storm culvert crossing under Tower Road. Per KH's analysis, this culvert is severely undersized resulting in frequent flooding during all significant storm events including the 2-year storm event.
- KH has determined that constructing four (4) - 3'X6' box culverts would allow sufficient storm water to pass under Tower Road and to prevent water from backing up and overtopping the existing roadway in the 2-year storm event and flooding in larger storm events such as the 25-year and 100-year would be reduced.

Tower Road experiences flooding in the lowest commonly analyzed rain event, the 2-year storm event, and it can be expected to flood in smaller rain events multiple times per year. This 2-year storm event is defined as approximately 4 inches of rain over 24 hours and statistically has a 50% chance to occur each year.

In this existing condition that amount of rainfall causes the water to overtop Tower Road at a depth of approximately 1.5 feet over the pavement at its deepest location. This overtopping flow spans along Tower Road for approximately 239 feet which creates an unsafe driving condition occurring during most of the sustained rain events.

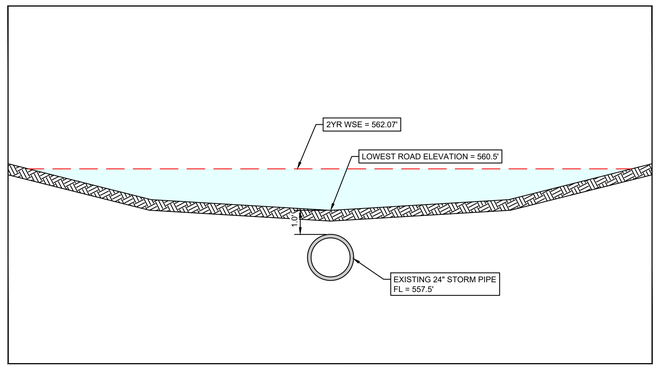
With the installation of the four (4) 3'X6' culverts, drainage will be improved such that water during the 2-year storm event and less will be fully conveyed underneath the roadway and contained within storm infrastructure. Since overtopping of the roadway will no longer occur; this will ensure Tower Road remains functional during the majority of rain events. The Culvert Exhibit depicts these existing a proposed conditions.



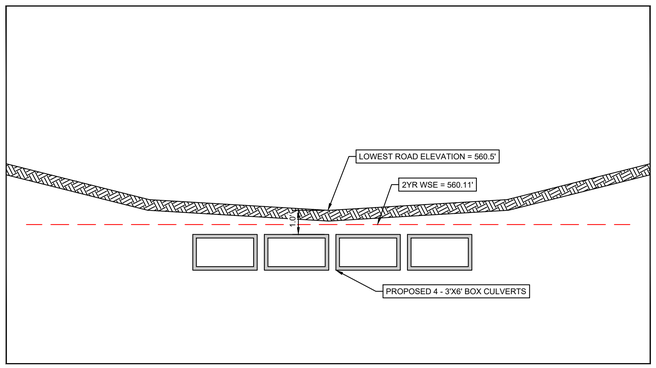




## LEGEND

- PROPERTY LINE
- EXISTING WASTEWATER LINE
- EXISTING WATER LINE
- EXISTING FORCE MAIN LINE
- EXISTING WASTEWATER MANHOLE
- EXISTING STORM DRAIN LINE
- EXISTING FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- EXISTING OVERHEAD POWERLINE
- EXISTING POWER POLE




ROAD PROFILE - EXISTING OVERTOPPING DEPTH
N.T.S.



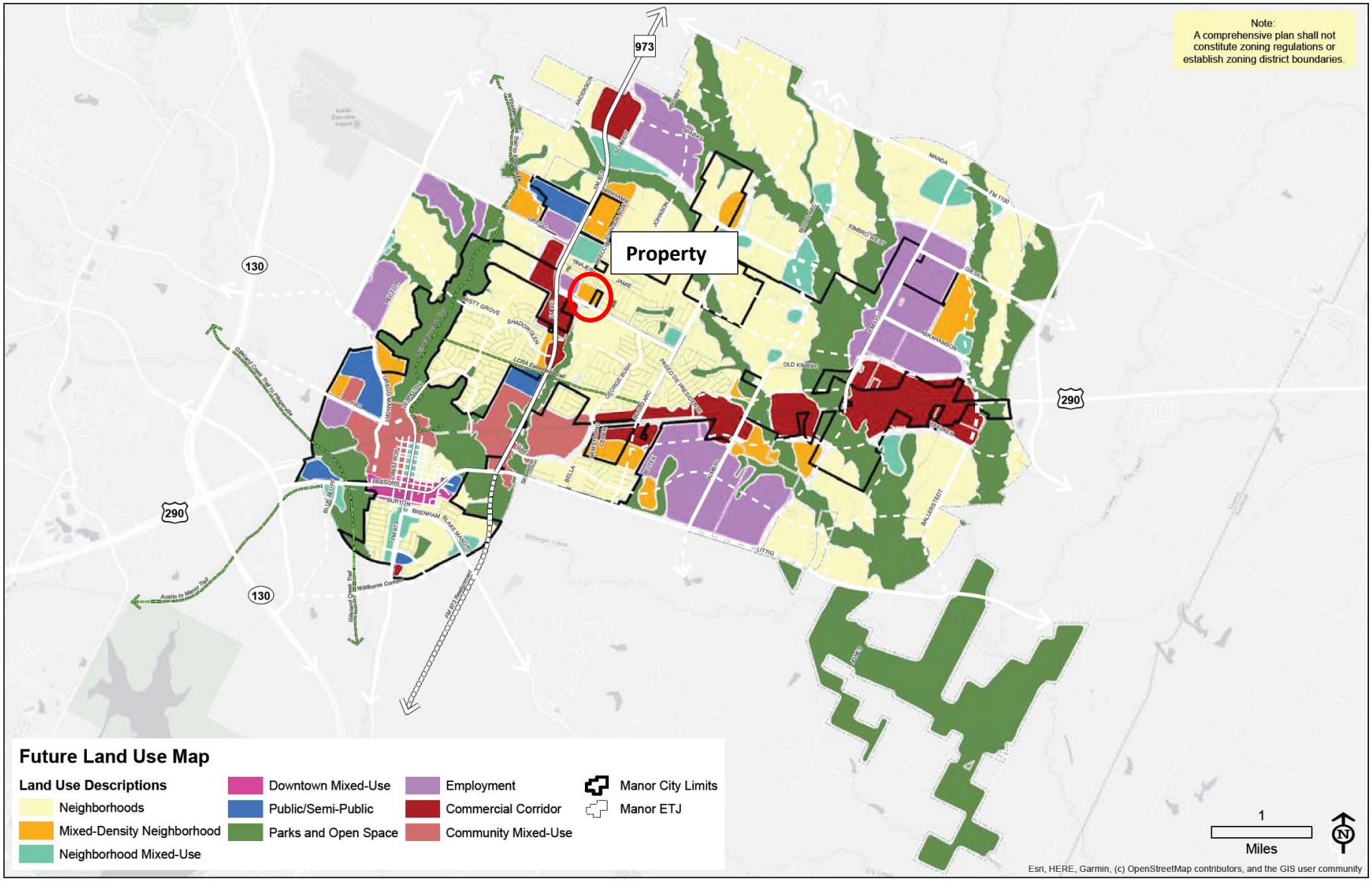

ROAD PROFILE - PROPOSED OVERTOPPING DEPTH
N.T.S.

# TOWER RD
## CULVERT EXHIBIT
MANOR, TEXAS
December 23

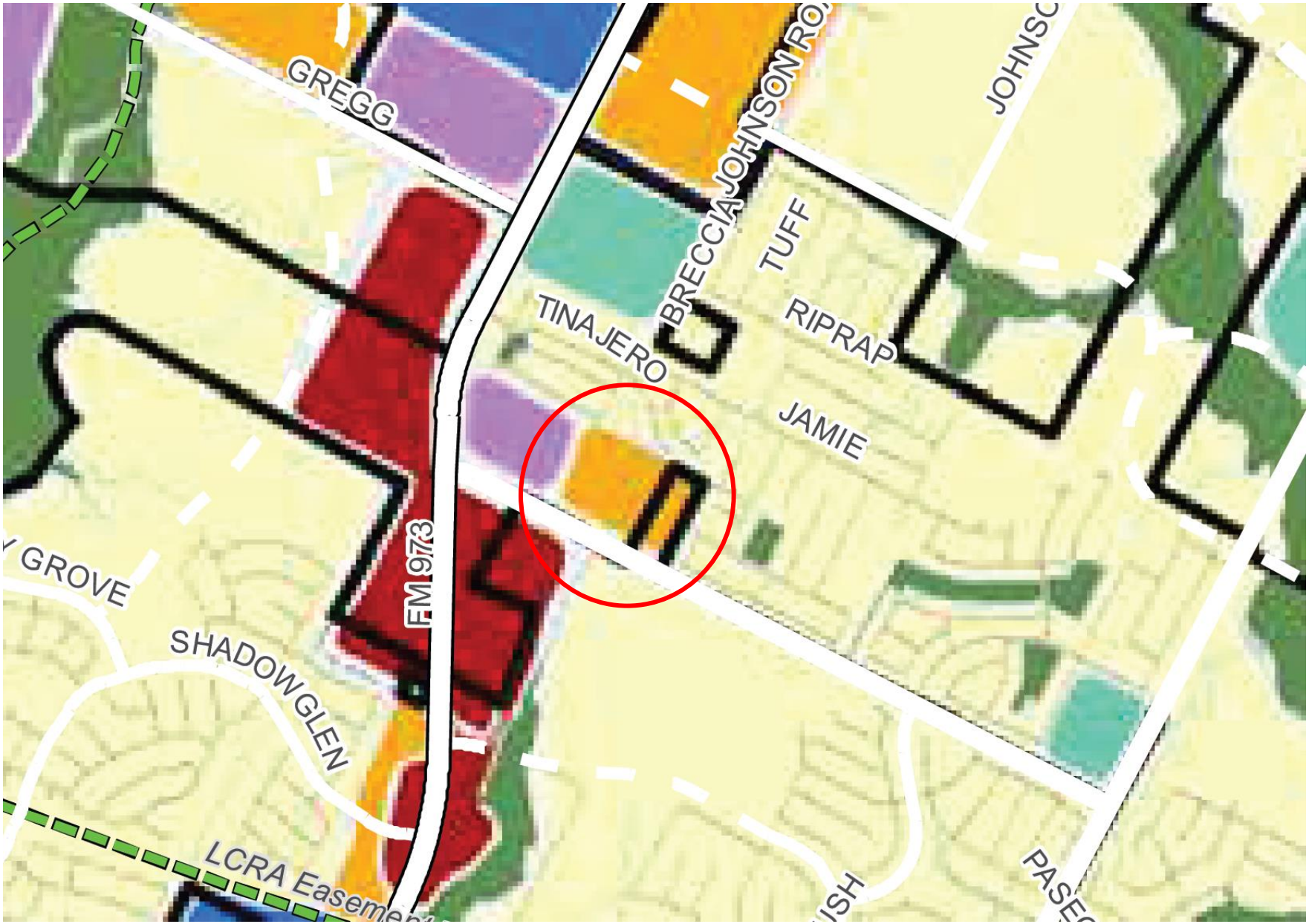
DWG NAME K:\SAU_CIVIL\069364311 - DOMINIUM MANOR\CAD\EXHIBITS\PLANSHEETS\CULVERT EXHIBIT.DWG
LAST SAVED 12/28/2023 10:33 AM

Kimley»Horn
5301 SOUTHWEST PARKWAY
BUILDING 2, SUITE 100
AUSTIN, TEXAS 78746
512-646-2237
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.




**Map 3.1.** Future Land Use Map


GREGG
JOHNSON RO
JOHNSC
BRECCIA
TUFF
RIPRAP
TINAJERO
JAMIE
FM 973
Y GROVE
SHADOWGLEN
LCRA Easeme
PASE

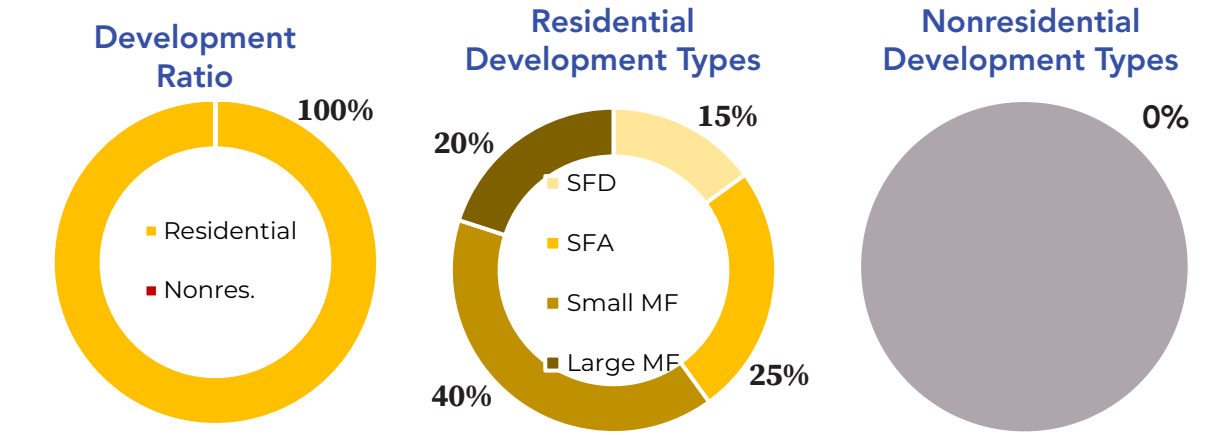
## MIXED DENSITY NEIGHBORHOODS

Mixed Density Neighborhoods primarily support a mix of housing options that may consist of one or more of the following housing types from more dense single family homes to small multifamily, with a higher proportion of attached, missing middle, and multifamily products than the Neighborhood category.

The mixed density neighborhood areas are intended to diversify residential areas and allow for infill of different housing types among new or existing single family homes.

This use can serve as an appropriate transition from nonresidential and mixed-use areas to the lower density Neighborhoods.

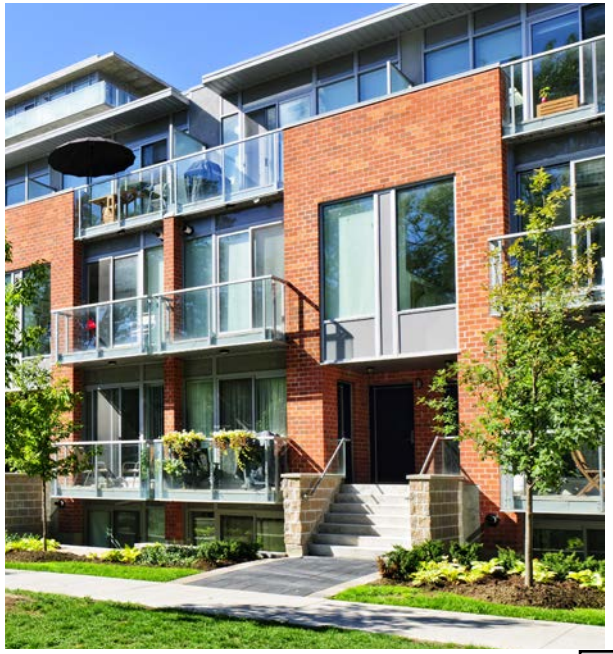
**Figure 3.5.** Mixed Density Neighborhoods Land Use Mix Dashboard




| Density | Intensity | Scale |
|---|---|---|
| 12 to 25 units per acre | Medium | Low/Mid-Rise |





| DEVELOPMENT TYPE | APPROPRIATENESS | CONDITIONS |
|---|---|---|
| Single-Family Detached (SFD) | ●●●○○ | Appropriate if a denser product on smaller lots, condo regime, or "build-to-rent" products. |
| SFD + ADU | ●●●●○ | |
| SFA, Duplex | ●●●●● | |
| SFA, Townhomes and Detached Missing Middle | ●●●●● | Appropriate overall. |
| Apartment House (3-4 units) | ●●●●● | |
| Small Multifamily (8-12 units) | ●●●●● | |
| Large Multifamily (12+ units) | ●●●○○ | Appropriate when adjacent to retail and employment opportunities, with superior access to open space and roadways. Should be integrated with small multifamily and other missing middle housing options. |
| Mixed-Use Urban, Neighborhood Scale | ●○○○○ | Not considered appropriate, but may occur in other future land use categories adjacent to Mixed-Density Neighborhoods. |
| Mixed-Use Urban, Community Scale | ●○○○○ | |
| Shopping Center, Neighborhood Scale | ●○○○○ | |
| Shopping Center, Community Scale | ●○○○○ | |
| Light Industrial Flex Space | ●○○○○ | |
| Manufacturing | ●○○○○ | Not considered appropriate. |
| Civic | ●●●●● | Considered supportive to the function and livability of this future land use category; government buildings, schools and community facilities can serve as activity hubs within neighborhoods. |
| Parks and Open Space | ●●●●● | Generally considered appropriate or compatible within all Land Use Categories. |

12/27/23

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: Dominium Multi-Family Rezoning
Case Number: 2023-P-1596-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 the Dominium Multi-Family apartments located at 12200 Tower Rd, Manor, TX from (IN-1) Industrial-Light to (MF-2) Multi-Family 25. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for the Dominium, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Industrial Light to (MF-2) Multifamily – 25.**

***Applicant: Dominium***
***Owner: Kenneth Tumlinson***

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.

Shaterica & Wesley Robernson
14401 ESTUARY RD
MANOR, TX 78653

Josias Gaona & Elvira Fernadez
14405 ESTUARY RD
MANOR, TX 78653

Willie Earl Easley & Tracy Y. Lee
14409 ESTUARY RD
MANOR, TX 78653

Donald R. & Cindy L. Williams
14413 ESTUARY RD
MANOR, TX 78653

Gaurav Dhingra & Saxena B. Charul
2688 Corey Pl
SAN RAMON, CA 94583

Marco A. Zarate
14421 ESTUARY RD
MANOR, TX 78653

Phillip & Lillian Howard
11740 CARBROOK RD
MANOR, TX 78653

Jorge Nicanor
11736 CARBROOK RD
MANOR, TX 78653

Tommy Ortegon & Amy Martinez
11732 CARBROOK RD
MANOR, TX 78653

Yvonne & Christopher T. Solis
11728 CARBROOK RD
MANOR, TX 78653

Jiacheng Hong & Duan Yuqiong
1436 CABRILLO AVE
BURLINGAME, CA 94010

Dechard & Doris Freeman
11720 CARBROOK RD
MANOR, TX 78653

John Allan Doranski
1801 ROBERT TYLER DR
KILLEN, TX 76542

Magdaleno C. Moreno Jr.
11725 CARBROOK RD
MANOR, TX 78653

Mary Davis & Jordan Wesley Barrs
11729 CARBROOK RD
MANOR, TX 78653

Chasalyn M. Rowlett
11733 CARBROOK RD
MANOR, TX 78653

Jeremiah Gonzales & Ashley D. Endicott
11737 CARBROOK RD
MANOR, TX 78653

Kevin J. Carlin & Taylor Nicole Radke
11741 CARBROOK RD
MANOR, TX 78653

Standford B. Routt
1926 MULLIGAN DR
ROUND ROCK, TX 78664

Vishal & Aparna Bhatnagar
11913 RIPARIAN RD
MANOR, TX 78653

Kenyata B. Jones
11917 RIPARIAN RD
MANOR, TX 78653

Sebastian Joseph & Lauren Ann Breci
11921 RIPARIAN RD
MANOR, TX 78653

Tsegaye K. Alemu & Birru A. Ejigayehu
11925 RIPARIAN RD
MANOR, TX 78653

Vishnu Santhi Kallam
24300 SW HIDDEN VALLEY RD
PECULIAR, MO 64078

Mary L. Geil
11933 RIPARIAN RD
MANOR, TX 78653

Portia R. Vincent
11937 RIPARIAN RD
MANOR, TX 78653

Maria M. Williams
12001 RIPARIAN RD
MANOR, TX 78653

Rochan Bhuptani
752 SPRINGFIELD DR
CAMPBELL, CA 95008

Rafaela Resendez & Juana Rosales
12009 RIPARIAN RD
MANOR, TX 78653

Fidele Kimararungu & Nyabirori Odette
12013 RIPARIAN RD
MANOR, TX 78653

Douglas & Glenda Sparks
12017 RIPARIAN RD
MANOR, TX 78653

Christopher & Denise Martinez
12200 TOWER RD
MANOR, TX 78653

Benjamin Taehoon Chung
PO BOX 812
MANOR, TX 78653

Stan Voelker
14401 N FM 973
MANOR, TX 78653

Emehul & Maria Alvarado
12101 TOWER RD
MANOR, TX 78653

Dee L. Brown
14200 SUNCREST RD
MANOR, TX 78653

AGENDA ITEM NO. 7

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Dunlop, Director
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

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*

**BACKGROUND/SUMMARY:**

This property is currently in our ETJ but is being annexed. The first reading of the annexation ordinance was on January 3, 2024. The default zoning after annexation is Agricultural. This approximately 1-acre tract is a remainder piece of a larger 33-acre tract that is being subdivided for the Manor Commons Phase 3 development. As part of the Manor Commons Phase 3 development agreement, this remainder tract was to be annexed and zoned. The property owner/developer has filed for voluntary annexation with the City Council and is concurrently processing the zoning of the 1-acre tract. The larger portion of the development that is already within the city limits is zoned C-1 Light Commercial, so the 1-acre tract is being requested as C-1 to be consistent with the rest of the development.

The Planning and Zoning Commission voted 7-0 to recommend approval of the rezoning.

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

- Letter of Intent
- Ordinance
- Owner approval to change from C-2 to C-1
- Rezoning Map
- Aerial Image
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the City Staff's recommendation 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.

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

**ORDINANCE NO. ____**

**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.

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

**PASSED AND APPROVED SECOND AND FINAL READING** on this the ___ 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 TIMMERMANN 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 REFERECE** 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,

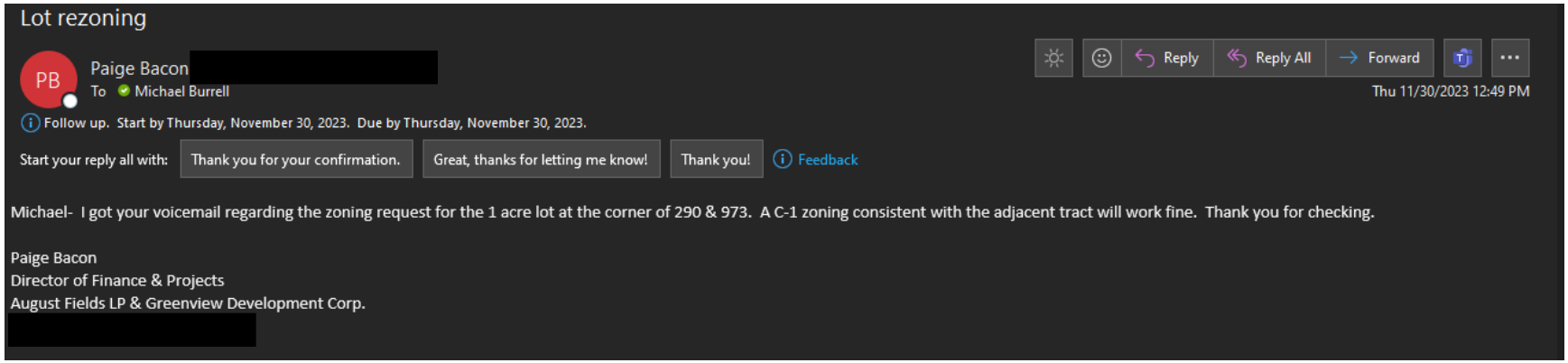
Our intention with this application is to re-zone the land described in the Metes and Bounds attached to this application from Agricultural use to C-2 Commercial Zoning to be consistent with the adjacent tract (31.889 acres owned by Timmermann Commercial Investments, LP). The combined tracts (32.8690 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

PB

Paige Bacon [redacted]

To Michael Burrell

Reply Reply All Forward

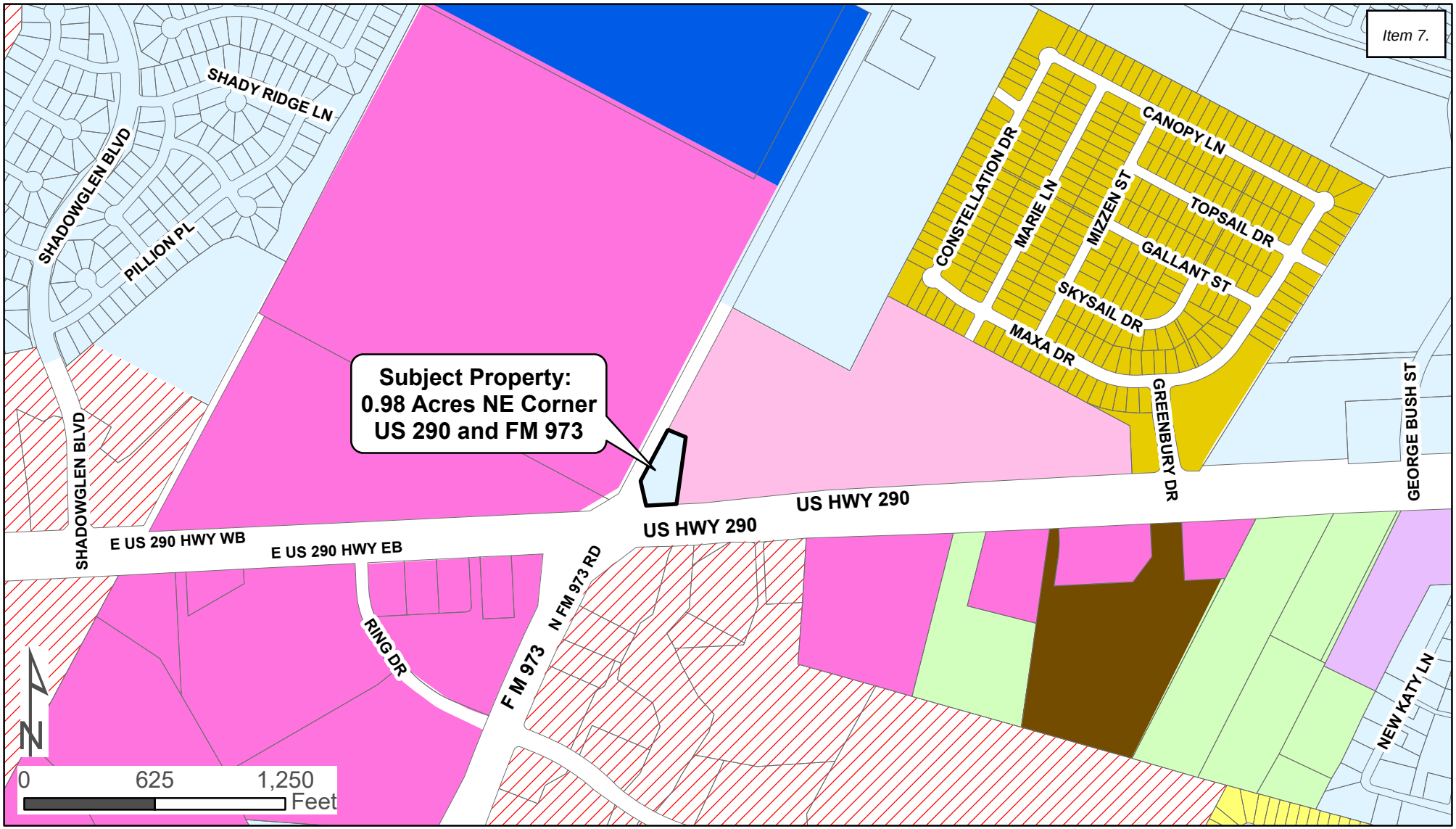
Thu 11/30/2023 12:49 PM

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

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.
[redacted]




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

973

973

973

Mr. W Fireworks

Timmerman Rezoning Aerial Image

290

290

290

251

200 ft

Google Earth

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.

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:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

In 2023, the Park Committee and staff begin discussing and identifying recreational projects that could successfully compete for Recreational Grant funds through the Texas Parks and Wildlife Department (TPWD). Possible grant applications include: Local Parks No-Urban Outdoor Recreation grants ($750,000) and Recreational Trails ($300,000). There are also grants for indoor recreation such as pickle ball facilities or swimming pools. Most projects require a 50% match which can be land or cash or a combination of both.

This proposed amended service agreement to the Park Section of the 2050 Master Plan by Grant Development Services, Inc. is focused on identifying possible competitive recreation projects that will be grounded in community engagement, equity, and inclusion. The goal is to secure recreational funding to fulfill the goals of the City and its Parks Committee.

The recently completed City of Manor Master Plan 2050 which includes a Parks and Recreation Chapter that provides broad overviews of needs and resources for Parks and Recreation for the next twenty-five years. That document will be a broad overall guide for the City of Manor as it develops and maintains its parks. By contrast, the Master Plan update is designed to support and enhance applications for recreational grant funding and are much more detailed. This Master Plan update will focus on the following list of topics and other topics that may emerge as the study progresses.

- Expansion of existing parks such as Timmerman Park, Jennie Lane Park, and the Manor Art Park
- Identification of existing park sites as “Dedicated parkland” or “undedicated parkland”
- Identification of areas that could be connected by recreational trails.
- Environmental reviews on parcels that have a high potential of receiving grant funds due to their significant recreational potential.
- Selection of recreational facilities that are welcoming to the ADA population.
- Small areas for special needs children
- Dog parks
- Park Rental Fees and Park in Lieu Fees
- Changes to the Code of Ordinance regarding Detention Ponds in future developments
- Park Grants

To successfully compete for recreation grant funding, a Master Plan UPDATE is needed that is tightly focused the specific parcel or parcels of land that the city selects to be included in a grant application for recreational support. The Master Plan update will include detailed descriptions of the land characteristics including:

- slope, drainage,
- soil type and suitability,
- surrounding properties,
- limiting conditions,
- environmental safety,
- proximity to utilities,
- available space for parking
- needs for shade structures
- and consideration of threatened and endangered species identified parcels of land

A Master Plan update is needed for the City to develop and submit competitive applications for recreational funds. The update will support identifying specific sites with specific recreational improvements.
As the seventh fastest growing community in America, the City of Manor will need financial assistance to provide recreational opportunities for the influx of the population. The best source for recreational funding is the Texas Parks and Wildlife Department. The city can submit applications every year and as long as we are successful in building and maintaining grant funded recreation, we can come back to TPWD with additional applications annually,

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

- Professional Service Agreement

**STAFF RECOMMENDATION:**

Staff recommends 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.

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**
**CITY OF MANOR AND**
**GRANT DEVELOPMENT SERVICES**

This professional services agreement ("Agreement") is entered into this ____ day of December, 2023 (the "Effective Date"), by and between **CITY OF MANOR,** a political subdivision of the State of Texas ("City of Manor") acting by and through its duly authorized official, Scott Moore, City Manager( "City Manager"), and **GRANT DEVELOPMENT SERVICES INC.,** a Texas corporation ("GDS"), acting by and through its duly authorized official J. Gandolf Burrus, President. City of Manor and GDS may be referred to individually as "Party" or collectively as "Parties".

## RECITALS

**WHEREAS,** City of Manor desires to engage GDS to render professional services to prepare and submit to the Texas Parks and Wildlife Department ("TPWD") a Master Plan UPDATE focusing on Community and Neighborhood Parks needs for Recreation and Open Spaces (the "Master Plan").

**NOW, THEREFORE,** in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## AGREEMENT

**Section 1. Incorporation of Recitals.** The above recitals, having been found to be true and correct, are incorporated herein by reference.

**Section 2. Time of Performance.** The professional services for the development of the Master Plan to be provided by GDS shall commence upon execution of this Agreement. All services required and rendered under this Agreement shall be completed no later than April 15, 2023.

**Section 3. Scope of Services.** Upon receipt from City of Manor of a notice to proceed to develop the Community and Neighborhood Parks UPDATE, GDS shall satisfactorily complete the work as follows:

1. Conduct review of any previously submitted documents, Master Plans and applications submitted to TPWD.
2. Conduct public meetings with stakeholders and residents to document and secure public input on Neighborhood and Community Parks for a Community and Neighborhood Parks UPDATE of the Master Planning process.
3. Develop a preliminary list of recreational opportunities to be included on the Community and Neighborhood Parks UPDATE needs' identification survey.
4. Assist the Parks Board in determining a schedule for advertising needs assessment meetings on radio and by newspaper and announcements by Council and on-site presentations.
5. Conduct inventory of City of Manor property that could be used to support grant funded recreational construction.
6. Research eligibility of Community Parks properties owned by City of Manor that could be used as grant match in lieu of or in addition to cash contributions.
7. Conduct on-line recreational needs surveys to document Community Park recreational priorities.

8. Determine usage-based development standards.
9. Determine feasibility and options for securing funding.
10. Verify that all necessary public notices meet the state or federal requirements governing the publication of notices necessary for the Master Plan.
11. Present a draft Master Plan Community and Neighborhood Parks UPDATE for review and comment.
12. Submit final Master Plan Community and Neighborhood Parks UPDATE to TPWD; and,
13. Secure final Master Plan Community and Neighborhood Parks UPDATE approval from TPWD.

**Section 4 City of Manor Responsibilities.** To facilitate the commitments made by GDS, City of Manor agrees to perform the following:

1. Designate a Project Coordinator responsible for all communication with, TPWD, GDS, and any engineer participating in the planning effort.
2. Obtain from an engineer or architect the required conceptual maps layouts, maps, displays for public meetings, and estimated costs of proposed construction envisioned in the Master Plan.
3. Supply GDS with copies of all communication or correspondence received from TPWD or other Regulatory Agencies regarding this Community and Neighborhood Parks UPDATE project.
4. Provide GDS with a letter authorizing GDS as its representative, to interact with the TPWD on the behalf of City of Manor.
5. Post to the City of Manor website public communications and links to the online recreation need survey form, and,
6. Publish public notices as required by the funding agencies. GDS shall verify that all such notices meet state or federal requirements for the grant programs.

**Section 5. Compensation.** GDS shall be compensated by City of Manor for professional services rendered under this Agreement per the following schedule:

**A. Professional Services Compensation for Texas Parks and Wildlife Department Master Plan Community and Neighborhood Parks UPDATE for Parks, Recreation, and Open Spaces.** The submission services as described in Section 3: Scope of Services shall be provided for the sum of $6,500.00 to be invoiced as progress payments for the following milestones

1. $1,000.00 shall be due upon execution of this Agreement.
2. $1,000.00 shall be due upon initiation of the public meetings and charrettes to gather resident recreational needs for use in the public survey. Four in-person meetings anticipated.
3. $1,000,00 shall be due upon initiation of the Community and Neighborhood Parks UPDATE recreational needs community electronic survey
4. $1,000.00 shall be due upon Board acceptance of the results of the Community and Neighborhood Parks UPDATE recreational needs community electronic survey and results from in-person presentations.
5. $1,000.00 shall be due upon Board approval of final Community and Neighborhood Parks UPDATE to the Master Plan.
6. $1,000.00 shall be due upon conduct of final public hearing on Master Plan contents and proof of delivery of the completed Master Plan to TPWD; and
7. $500.00 shall be due upon notification that TPWD has accepted the Master Plan

**B. Out-of-Pocket Expenses for Master Plan Preparation Services.** City of Manor will reimburse GDS for the hard costs incurred in connection with the preparation of the Master Plan including but not limited to, out-of-pocket expenses, for mileage, photocopies, mail and delivery charges, illustrations, maps, and photographs. This fee will not exceed $2,500.00 without the advance written approval of City of Manor and will be billed throughout the project as incurred.

**C. Invoicing.** GDS shall periodically invoice progress payments to City of Manor for the fees due to GDS as described by this Section 5. City of Manor shall pay to GDS all undisputed invoiced amounts within thirty (30) days of receipt of each invoice.

**Section 6. Access to Information.** It is agreed that all materials, data, reports and records, illustrations or maps in the possession of City of Manor that are necessary for the carrying out of work outlined in Section 3 shall be readily facilitated and available at no cost to GDS.

**Section 7. GDS Responsibilities.** GDS shall comply with all requirements of any and all applicable federal, state, and local laws, rules, and regulations. GDS shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the social security, worker's compensation, and income tax statutes for compensation received for services rendered under this Agreement. GDS recognizes that City of Manor is employing GDS as an independent contractor for its expertise in writing grants and optionally for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that represents itself as having professional grant writing and administration expertise.

**Section 8. Termination of Agreement.** City of Manor may terminate this Agreement if, through any cause, GDS fails to fulfill its obligations under this Agreement in a timely and proper manner, or if GDS violates any of the covenants, agreements, or stipulations of this Agreement. To effectuate termination rights, City of Manor shall give written notice to GDS of such termination by certified mail, return receipt requested at the mailing address listed below at least fifteen (15) days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in City of Manor's notice of termination. If the Agreement is terminated by City of Manor prior to the submittal of the Application to TPWD, no consideration is due GDS except reimbursement for actual out-of-pocket expenses and all completed work will be billed at an hourly rate of $95.00 per hour. Under no circumstances shall that billing exceed the original Professional Services fee of $12,000.00. Upon termination of this Agreement, GDS and City of Manor shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner that fully protects the rights of the parties, as well as all third-parties affected by this Agreement.

**Section 9. Additional Terms and Conditions.** The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as **"Attachment A"** and which are incorporated herein by reference.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF,** the parties hereunto set their hands on the _____ Day of December, 2023

“

**CITY OF MANOR, TEXAS**

_____
**Scott Moore**
**City Manager**
**City of Manor, Texas**

**GRANT DEVELOPMENT SERVICES INC.,**

_____
**J. Gandolf Burrus**
**President**
**Grant Development Services, Inc**

**ATTEST:**

_____
**Lluvia T. Almaraz, TRMC**
**City Secretary**
**City of Manor, Texas**

**ADDITIONAL TERMS AND CONDITIONS**

**Section 1. Changes to Professional Services.** The City of Manor may, from time to time, request changes in the scope of the services of GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between City of Manor and GDS, shall be incorporated in written amendments to this Agreement.

**Section 2. Personnel.** GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with City of Manor. All of the services required hereunder will be performed by GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under local, state, and federal law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City of Manor. Any work or services subcontracts shall be specified by written agreement and shall be subject to each provision of this Agreement.

**Section 3. Assignability.** GDS shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City of Manor; provided, however, that claims for money by GDS from City of Manor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly by GDS to City of Manor.

**Section 4. Reports and Information.** GDS, at such times and in such forms as the TPWD may require, shall furnish the FBCMUD#131 such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

**Section 5. Records and Audits.** GDS will keep and maintain accurate books and records of the dates and time periods for which it has furnished Professional Services pursuant to this Agreement and shall allow City of Manor to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and local, state, and federal laws, rules and regulations. GDS and City of Manor shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information to the extent applicable.

**Section 6. Findings Confidential.** To the extent permitted by law, all of the reports, information, and data prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of City of Manor.

**Section 7. Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

**Section 8. Compliance with Applicable Laws.** GDS shall comply with all applicable laws, ordinances, and codes of local, state, and federal governments, and GDS shall save and hold City of Manor harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

**Section 9. Equal Employment Opportunity.** During the performance of this Agreement, GDS agrees GDS will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. GDS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GDS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City of Manor setting forth the provisions of this non-discrimination clause. GDS will, in all solicitation or advertisements for employees placed by or on behalf of GDS, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin. GDS will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. GDS will include the aforementioned provisions in every subcontract or purchase order unless exempted.

**Section 10. No Discrimination.** GDS and City of Manor agree in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1974, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

**Section 11. Address of Parties for Notices.**

**To City of Manor:**
Scott Moore, City Manager
City of Manor, Texas
105 Eggleston Street
Manor, Texas 78653

**To Grant Development Services, Inc:**
J. Gandolf Burrus, President
Grant Development Services
Post Office Box 33043
Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other. party at the address provided in this Section.

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

**Section 13. Jurisdiction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Dallas County, Texas.

**Section 14. Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

**Section 15. No Other Agreements.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

**Section 16. Amendments To Agreement.** This Agreement, including the attachments thereto constitutes a legally binding contract between City of Manor and GDS. This Agreement may be amended only in writing and shall require the mutual consent of both parties.

**Section 17. Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

**Section 18. Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

AGENDA ITEM NO. 9

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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.

**BACKGROUND/SUMMARY:**

**Project Name: Manor Cottonwood Ph3**

The EDA Manor Cottonwood Ph3 Project is a partnership between the City of Manor and the Economic Development Administration (EDA). In the fall of 2022, the City of Manor was in the process of securing the title of the 6-acre parcel for the Cottonwood Plant. The EDA grant guidelines require an entity to have possession of the land prior to submitting a completed grant application. The city did not submit an EDA application in 2023 and wanted to reorganize our efforts before submitting an application here in 2024.

The Manor Project Team is comprised of city staff, City Engineer GBA, and Grant Development Services, Grant Consultant. The 2024 grant would fund the construction of additional wastewater treatment and water reclamation capacity at the existing Cottonwood Creek WWTP. The increased capacity will be dedicated to commercial development and expansion within the Cottonwood Creek Watershed.

The Federal 2024 grant year opened on October 1, 2023.- Under the U.S. Department of Commerce, the EDA is offering its traditional public works and economic assistance grants. This competitive grant program is available to eligible applicants, such as the City of Manor, that qualify under the federal distress definition.

As part of the program, EDA assists communities by funding infrastructure that directly leads to the creation and retention of jobs. In addition, the program facilitates advancing innovation, enhancing the manufacturing capacities of regions, providing workforce development opportunities, and growing ecosystems to attract foreign direct investment. The EDA has confirmed that the City of Manor, meets the federal distress definition in this area and is eligible to submit a grant application.

The Cottonwood WWTP Phases 1 and 2 are designated for residential development needs. The proposed Phase 3 expansion of the WWTP is absolutely necessary if the city is going to be able to attract commercial and manufacturing firms to locate and provide workforce development opportunities in the Cottonwood Creek watershed area. With the acquisition of the CAYSA parcels, the City Administration recognized the short- and

long-term needs of the community to address the unmet infrastructure requirements for commercial development throughout our section of Travis County.

In response to this critical need for commercial infrastructure, the Project Team has developed a plan for funding the Cottonwood Creek Wastewater Treatment Facility, Phases 3A & 3B. Based on engineering estimates and land use projections, Phases 3A & 3B will serve Manor's major need for commercial and industrial development wastewater treatment and reclamation within the Cottonwood Creek watershed.

The overall construction cost for Cottonwood Creek Phase 3A & 3B is $3,570,537. This project has already been approved by the City Council and included in the 2022 Tax Note issuance. The proposed EDA Grant, if funded, will reduce the city's costs by $ 1.5 million.

Phase 3A/3B: The City of Manor is requesting $1.5M in grant funds from EDA, which will be dedicated to the construction of critical components of Phase 3A. As part of the application City of Manor will be required to commit local funds as follows: 30% match + all administration, engineering, and legal fees as per EDA's grant guidelines. The Resolution being requested for approval will commit the City Match of $ 1,071,161 and assure that the pledged matching funds are unencumbered and available at the time of application. This matching requirement has been met with the issuance of the 2022 Tax Note.

Through this grant, the EDA is seeking to make an investment in a distressed area that will spur job creation, creation of new companies, industry expansion, and overall greater commercial development. The design of Phase 3 of the Cottonwood Creek Wastewater Treatment and Water Reclamation Plant will support and facilitate the majority of Manor's existing and future commercial land uses and business owners including the planned industrial and business park areas within the Cottonwood Creek Watershed area.

City administration, along with Grant Development Services, the City Engineer, the City Public Works Dept, the City Planning Dept, and the Economic Development office, is collaborating to develop this application with a target submittal timeline of February 15th. Notice from EDA is anticipated by May/June 2024.

**LEGAL REVIEW:** Yes
**FISCAL IMPACT:** Yes
**PRESENTATION:** Yes
**ATTACHMENTS:** Yes

- Resolution No. 2024-01
- Professional Service Agreement
- Presentation

**STAFF RECOMMENDATION:**

Staff recommends 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 $9,500

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

**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.**

**WHEREAS**, the U.S. Economic Development Administration (EDA) has a long-standing mission to lead the federal economic development agenda by working with communities to catalyze locally developed strategies to build capacity for economic development based on local business conditions and needs; and

**WHEREAS**, the City of Manor, Texas ("City") is submitting an EDA public works and economic adjustment grant application to facilitate a portion of the Cottonwood Creek Wastewater Treatment and Water Reclamation Plant Phase 3A; and

**WHEREAS**, Phase 3A of the Cottonwood Creek Wastewater Treatment and Water Reclamation Plant will support the majority of existing and planned commercial and industrial development in the City; and

**WHEREAS**, the scope of the Cottonwood Wastewater Treatment and Water Reclamation Plant is identified in the City's long range Capital Improvement Plan and deemed critical to the City's infrastructure plan and is critical to the long term recovery and economic prosperity of the City; and

**WHEREAS**, upon completion the utility connections will provide competitive utility service to businesses and the manufacturing industry in eastern-Travis County and Central Texas that could not be directly and timely realized; and

**WHEREAS**, the City is set to provide a local match as part of the grant application, which is available, unencumbered and committed to this project; and

**WHEREAS**, the City Council of the City of Manor, Texas (the "City Council") has determined that it is in the best interest of the City to submit an EDA Public Works and Economic Adjustment grant.

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

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

**Section 2.** The City Council hereby supports the submission of an EDA Public Works and Economic Adjustment grant.

**Section 3.** The City Council hereby authorizes the City Manager to execute all necessary documentation regarding this grant.

**Section 4.** The City Council hereby directs the City Manager to create a dedicated budget line item for the EDA matching funds from this day forward and that funds are available, unencumbered and committed to the local match for this project.

**Section 5.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 6.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 17th day of January 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

_____
Dr. Christopher Harvey,
Mayor

**ATTEST**:

_____
Lluvia T. Almaraz,
City Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR EDA GRANT APPLICATION PREPARATION
BETWEEN CITY OF MANOR, TEXAS
AND GRANT DEVELOPMENT SERVICES AND**

STATE OF TEXAS

COUNTY OF TRAVIS

## PART I - AGREEMENT

This professional services agreement ("Agreement") is entered into this____ day of _____ , 2024 by and between City of Manor (hereinafter referred to as "COM or "City") acting by and through its duly authorized official, Scott Moore, City Manager and Grant Development Services, Inc. (hereinafter referred to as "GDS"), acting by and through its duly authorized official J. Gandolf Burrus, President. The City and GDS are collectively referred to herein as the "Parties".

Recitals:

WHEREAS GDS has been contracted by the COM identify sources of infrastructure funding and, when authorized by COM, to assemble a team to design and submit applications for construction funding; and

WHEREAS City desires to Submit a Revised and Updated request for funding from the US Economic Development Administration (hereinafter referred to as "EDA" of "Funding Agency")

WHEREAS City desires to engage GDS to Revise and Submit a complete grant application to EDA for funds for engineering and construction of Revised and Expanded Phase Three of the Cottonwood Wastewater Treatment Facility (hereinafter referred to as "CWWTP").

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Time of Performance.
The services to be provided by GDS shall commence upon execution of this Agreement. All services required and rendered under this Agreement shall be completed according to the time frames and deadlines established by the EDA.

2. COM Responsibilities.
To facilitate the commitments made to GDS, COM has agreed to the following:

A. COM will supply GDS with copies of all communication or correspondence received regarding its EDA application.
B. COM will at no cost to GDS secure from a registered engineer required technical information including the probable cost of construction estimates, infrastructure system data, illustrations and project maps required for the grant application and environmental assessments.
C. COM will publish at its own expense all public and environmental notices as required by EDA.

3. Scope of GDS Services COM Responsibilities.

GDS will Revise and Update a complete grant application for financial assistance including all required documents for submission to EDA. In addition, GDS will respond to EDA requests for additional information / clarification of project details as needed.

A. Detailed Work Scope: Grant Application Preparation will require the development of a site specific project and the submission of narratives, maps, data and forms including but not limited to the following:

PART I

- Review of all available prior documentation, studies and reports regarding the site and the proposed outcomes of the project.
- Update and Revise the previous EDA application materials.
- Identification of stakeholders and to address stakeholders' concerns
- Secure Letters of Support from Stakeholders/Community
- Secure EDA Forms A-900 to document the Firm's commitments to creating new jobs in Manor that will be enabled by the proposed Revision and Expansion of the original WWTP capacity and design.
- Secure mapping of the areas to benefit from the WWTP expansion.
- Develop Project Narrative
- Develop Commercial Development Impact Analysis
- Develop Target Industry Analysis
- Establish coordination with EDA staff.
- Ensure that COM project aligns with EDA goals and expectations.
- Draft resolutions for City Attorney review and possible Council Approval.
- Draft Public notices, as required
- Ensure that all required notifications are published and made available on the City website
- Independent field visits to assess site impact and scale and site photography.
- Confer with City Engineer to secure necessary project documents.
- Review City Engineer's Budget Development and Cost Estimates.
- Secure executed land ownership documents.
- Implement Citizen participation and outreach plan
- Submission of final Revised and Updated EDA application to COM for review and comment
- Revise Final Revised and Updated EDA application as per comments
- Host site visit by EDA representatives is scheduled.
- Submit the Final EDA application via Grants.Gov
- Respond to any request from EDA for additional information/ clarifications

PART II REVISE AND UPDATE THE REQUIRED NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) ENVIRONMENTAL ASSESSMENT ALL ELEMENTS WILL BE REVIEWED.

- Research all environmental data resources available to determine environmental impact of project on surrounding area or surrounding area impact on project.
- General location mapping (GIS) and special site characteristics assessment
- Review of previously prepared project environmental data
- Prepare and submit THC SHPO packet
- NEPA Package Sections:
    - Parks Map
    - Coastal Management map
    - Airports Map
    - Wetlands map
    - Floodplain Map

- NEPA Package Sections (continued):
    - 
    - TPWD consultation
    - TXNDD Maps
    - Endangered species report for Travis County
    - USFWS report
    - Karst Map and review
    - Hazard waste database review with mapping
    - Land Use map
    - Farmland Protection review
    - Noise Abatement & Control
    - Sole Source Aquifer
    - Water supply map and water district info review
    - Map and review of surrounding wastewater sites needed
    - Environmental Justice map and review
    - AQ SIP review
    - Review of all required Project Permits
    - Record of public participation
    - Public Notices, as required
    - Photo tour
- Cumulative impact narrative
- Develop and post/publish public notice regarding the final CE/EA, if required
- Mitigation requirements, if any
- Develop final EA environmental review record and obtain signatures from the responsible entity.
- Submit the environmental documentation for project clearance.

B. Grants.Gov website: GDS shall complete REVISED AND UPDATED SET of application elements including the following EDA Forms
    - Application for Federal Assistance (SF-424)
    - ED-900GA General Application for EDA Programs
    - ED-900A Additional Assurances for Construction or Non-Construction
    - TX Historic Commission SHPO Package
    - ED-900C Environmental Assessment
    - ED-900C Preliminary Engineering Report narrative
    - ED-900E Calculation of Estimated Relocation and Land Acquisition
    - SF 424 Application for Federal Assistance
    - SF 424 C Budget Information for Construction Programs
    - SF-424 D Assurances
    - CD511 Form
    - 1235 Eligibility Data
    - Disclosure of Lobbying Activities (SF-LLL)
    - Supporting documentation including match and attachments.

C. GDS's commitment will be considered fulfilled when EDA notifies COM that the submitted application is complete and accepted for evaluation and scoring.

4. Compensation for EDA Program Grant application REVISION AND UPDATE preparation services:
   Services shall be provided by GDS for a fee of Nine Thousand Five Hundred Dollars ($9,500) for application and environmental preparation services according to the following schedule:

   - Two Thousand Dollars ($2,000.00) shall be due upon execution of this Letter of Agreement
   - One Thousand Dollars ($1,000.00) shall be due upon development of a Power Point submission of the revised Manor WWTP project and submission to EDA-Austin.
   - Two Thousand Dollars ($2,000.00) shall be due upon submission of the Environmental Assessment to EDA.
   - One Thousand Dollars ($1,000.00) shall be due upon completion of conducting all required public notification and hearings
   - One Thousand Five Hundred Dollars ($1,500.00) shall be due upon delivery of the complete EDA application to COM for review.
   - One Thousand Five Hundred Dollars ($1,500.00) shall be due upon, Council's approval of the project budget, approval of the match commitment and passage of a Resolution authorizing submission of the EDA application.
   - Five Hundred Dollars ($500.00) shall be due upon confirmation from EDA that it had received a complete Application.

   PLEASE NOTE: If EDA requires additional environmental studies, GDS will negotiate a fee for those requirements.

5. Invoicing: GDS shall submit Monthly Progress Invoices.

6. Hard Cost Recovery: Hard Cost reimbursement to GDS: Eight Hundred Dollars ($800.00)
   GDS will receive reimbursement for the hard costs including mileage and duplication incurred in connection with the development and submission of the EDA Program Grant application. This fee will not exceed a total of Eight Hundred Dollars ($800.00) without the advance written approval from COM.

7. Time of Payment
   GDS shall pay GDS's undisputed invoices within thirty (30) days of receipt of each invoice. GDS shall abide by the Texas Prompt Payment Act, ch. 2251 Tex. Government Code in connection with payment for the professional services rendered under this Agreement.

8. Access to Information.
   EDA Inspectors General, the Comptroller General of the United States, and COM, or any of their authorized representatives, shall have access to any documents, papers, or other records relating to GDS's agreement with GDS which are pertinent to the EDA award, in order to make audits, examinations, excerpts, and transcripts and to close out COM's EDA Program contract.

   It is agreed that all materials, data, reports and records, illustrations or maps in the possession of COM that are necessary to close out COM's EDA Program contract shall be readily facilitated and available at no cost to GDS.

9. GDS Responsibilities.
   GDS agrees to comply with all requirements of any and all applicable laws, rules, and regulations, Federal, State, and Local. GDS shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Statutes for compensation received for services rendered under this Agreement.

GDS recognizes that COM is employing GDS for its expertise in preparation of grant requests. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that has professional expertise.

10. Additional Terms and Conditions:
The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as Part II and which are incorporated herein by reference.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

**GRANT DEVELOPMENT SERVICES, INC.**

BY: _____

**J Gandolf Burrus, President**
**Grant Development Services, Inc**

**DATE:**_____

**CITY OF MANOR**

BY: _____ **DATE:**_____

**Scott Moore**
**City Manager, City of Manor, Texas**

**ATTEST:**

BY: _____ **DATE:**_____

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

**PART II**
**TERMS AND CONDITIONS**

1. Changes to Professional Services.

COM may, from time to time, request changes in the scope of the services of GDS. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between the COM shall be incorporated in written amendments to this Agreement.

2. Personnel.
   a. GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement.

   b. All the services required hereunder will be performed by GDS and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, State and Local law to perform such services.

   c. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of COM. Any work or services subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

3. Copyright.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

4. Address of Parties For Notices:

To: City of Manor:
Scott Moore, City Manager
PO Box 387
105 East Eggleston Street
Manor, Texas 78653

To: Grant Development Services, Inc
JGandolf Burrus, President
Post Office Box 33043 (78764)
4801 S Congress Ave, R4
Austin, Texas 78745

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

5. Compliance with Applicable Laws/ Indemnification.

GDS shall comply with the requirements of all applicable laws, ordinances, codes, rules and regulations, and shall exonerate, indemnify, and hold harmless GDS, its officials and employees, from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of any tort done in GDS's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of all damages and Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Jurisdiction

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Travis County, Texas.

7. Amendments to Agreement

This Agreement, including the Attachments thereto constitutes a legally binding contract between the City and GDS. This Agreement may be amended only in writing and shall require the mutual consent of both parties. The City may, from time to time, request changes in the services that GDS will perform under this Agreement. Such changes, including any increase or decrease in the amount of GDS' compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

8. Access to Information

EDA Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records relating to GDS' agreement with the City or the administration, construction, engineering or implementation of the EDA award which are pertinent to the EDA award, in order to make audits, examinations, excerpts, and transcripts and to close out the City's EDA contract

9. Findings Confidential

All the reports, information, data, etc., prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

11. Termination of Agreement.

a. COM may terminate this Agreement if, through any cause, GDS shall fail to fulfill its obligations under this Agreement in a timely manner, or if GDS shall violate any of the covenants, agreements, or stipulations of this Agreement. To effectuate GDS's termination rights, COM shall give written notice to GDS of such termination by certified mail such notice specifying the effective date thereof, at least fifteen days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in the COM notice.

b. If after the cure period cited above, the Agreement is terminated for cause by GDS, no consideration is due GDS except reimbursement for actual out-of-pocket expenses incurred by GDS in connection with providing the professional services contemplated by this Agreement.

c. In the event this Agreement is terminated by COM for reasons other than good cause prior to the grant project's completion, GDS shall be entitled to receive just and equitable compensation for any work completed hereunder. All completed work will be billed at an hourly rate of Ninety-Five Dollars ($95.00) per hour.

12. No Other Agreements

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.



PH. 3 WWTP Applicant

# Manor, Tx

# Status

## 2022

- Prepared application; but city did not hold title to the land.
- Application was archived
- Title to the land was obtained

## 2023

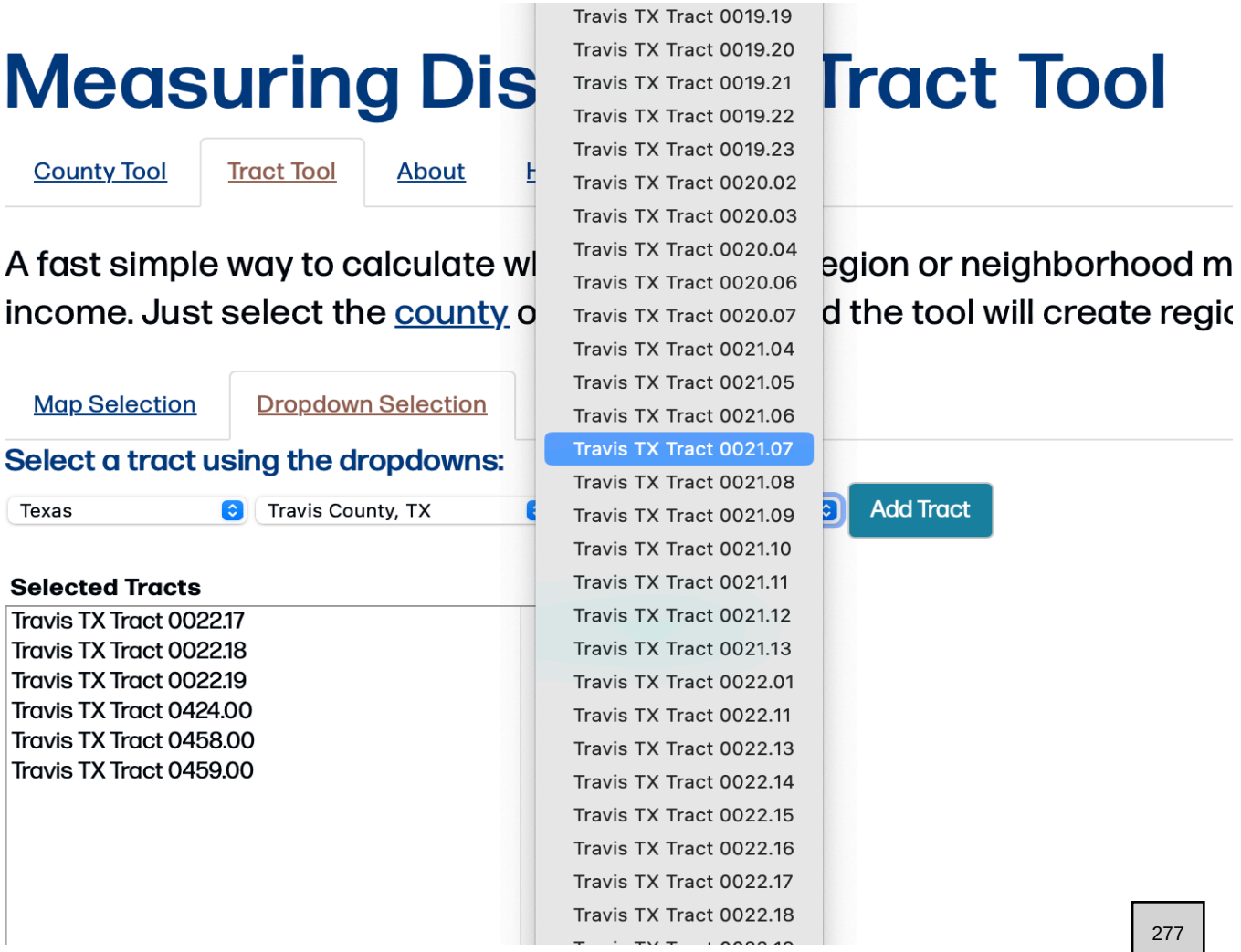
- Confirm Grant Rate
- Updated PER
- New Budget
- Preparing new application on new platform

# January 2024 Status Update

- Seeking information:
  - Grant Rate
  - Submittal Timeline
  - How to access the new EDGE platform
  - Any suggestion on the new application?

# Project Changes: Census Tracts

- The 2022 draft application carried 7 census tracts ( 1 for location) and 6 other tracts for area of impact
- 2023 application will have 6 census tracts due to some consolidation from Stats America and the distress calculator
- Project still falls within Opportunity Zone



# Project Changes: Rate of Distress/Grant Rate

Download Data

| | 2021 Unemployment Rate (5-Year ACS) | Threshold Calculation | 2021 Per Capita Money Income (5-Year ACS) | Threshold Calculation |
|---|---|---|---|---|
| Selected Region | 4.60 | -0.90 | $30,199 | 80.2 |
| U.S. | 5.50 | 0.00 | $37,638 | 100.0 |
| Travis TX Tract 0022.17 | 2.50 | -3.00 | $25,867 | 68.7 |
| Travis TX Tract 0022.18 | 14.00 | 8.50 | $28,005 | 74.4 |
| Travis TX Tract 0022.19 | 4.80 | -0.70 | $24,711 | 65.6 |
| Travis TX Tract 0424.00 | 1.90 | -3.60 | $42,289 | 112.4 |
| Travis TX Tract 0458.00 | 4.70 | -0.80 | $19,799 | 52.6 |
| Travis TX Tract 0459.00 | 3.70 | -1.80 | $28,783 | 76.5 |

Note: The threshold calculation for unemployment reflects the percentage point difference between the unemployment rate for the selected area and the U.S. figure. For example, if a region has a rate of 6.9 and the U.S. rate is 7.9, the difference shown in the threshold column is -1.0—meaning it is 1 percentage point lower than the national rate. The threshold calculation for income is the selected area's per capita value divided by U.S. per capita income and shown as a percentage share of the U.S. figure. For example, if the selected area has a threshold calculation of 145.2, this means its per capita income is 45.2 percent higher than the nation at large.

Source: StatsAmerica, using U.S. Census Bureau (ACS 5-year PCMI) data

Census Tracts

# Project Changes: Budget

- **2022 Budget: $2,142,857.14**

Design and Construction

(local match of $642,857/Fed Match $1.5M)

- **2023 Budget: $3,570,537.00**

Design and Construction

(local match of $1,071,161/Fed Match $1.5M)

# Project Service Areas

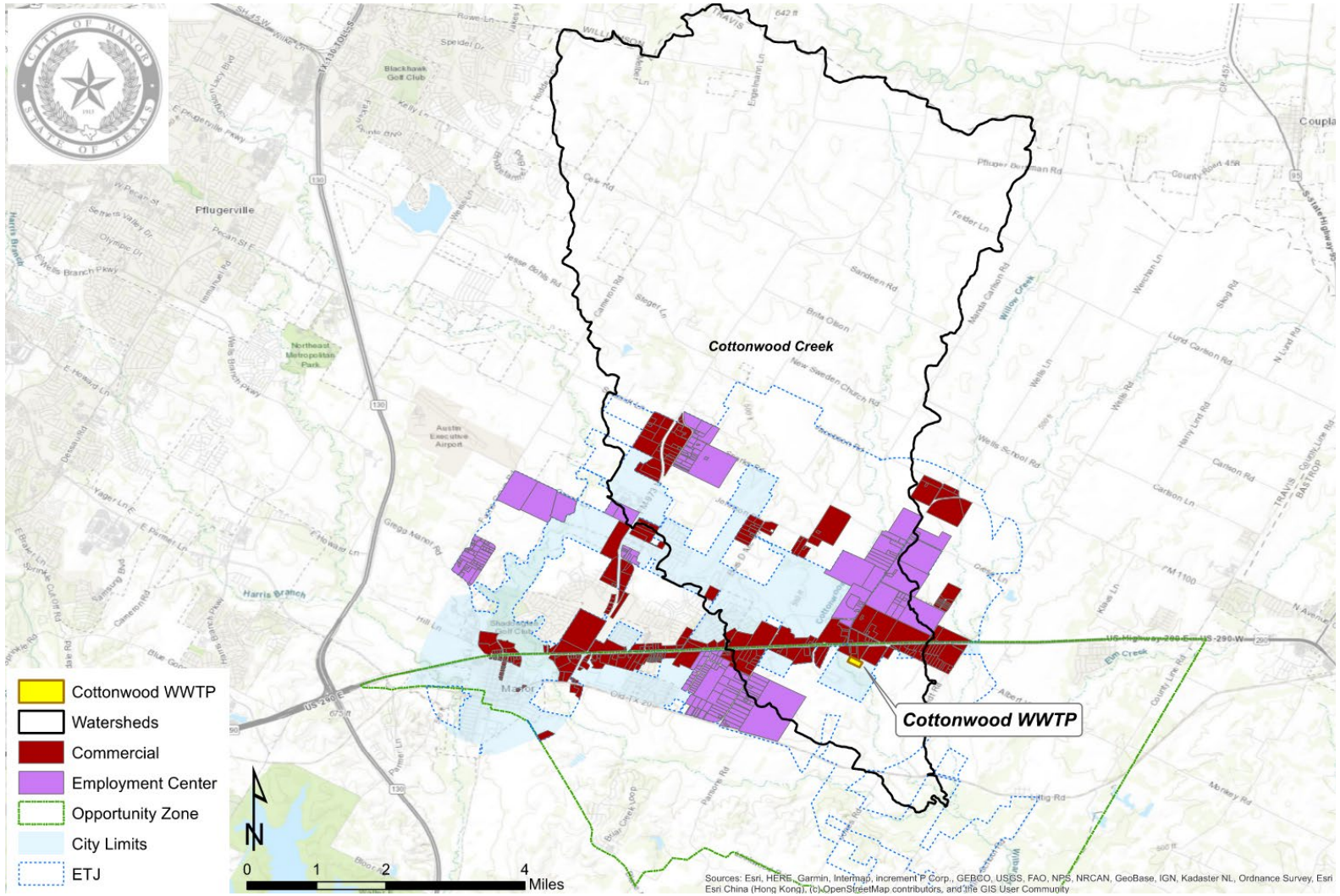



**Figure 1**: Commercial Employment Areas to be serviced by the Cottonwood Creek WWTP Phase 3 Expansion

# Project Capital Cost Summary

| Task | Capital Cost |
|---|---|
| Mobilization | $170,026 |
| **Subtotal** | **$170,026** |

| Erosion Controls | |
|---|---|
| Silt Fence | $12,827 |
| Restoration & Revegetation | $6,563 |
| Stabilized Construction Entrance | $4,727 |
| Concrete Washout Area | $2,363 |
| Stormwater Pollution Prevention Plan | $3,545 |
| 24" Rock Rip-Rap | $40,178 |
| **Subtotal** | **$30,025** |

| Miscellaneous Site improvements | |
|---|---|
| 4' Sidewalk | $23,634 |
| Tagging/Signage | $14,300 |
| Trench Safety Program | $16,500 |
| 6"/8" Drain to Wet Well | $11,817 |
| Pipe Insulation | $15,362 |
| Ribbon Curb | $7,700 |
| **Subtotal** | **$89,313** |

| Lift Station Improvements | |
|---|---|
| Pumps | $220,000 |
| **Subtotal** | **$220,000** |

| Wastewater Treatment Plant Improvements | |
|---|---|
| 8" DIP, Raw Sewage | $16,500 |
| 8" Knife Valve | $3,300 |
| Blowers - F/R/P Slab | $14,300 |
| Blowers | $260,700 |
| Structural base- Excavate and place fill | $359,700 |
| Tanks and walkways | $1,079,100 |
| Clarifier | $359,700 |
| Grout Clarifier | $6,600 |
| Clarifier metal walkway and stairs | $35,200 |
| 6" DIP piping for Sludge Draw-Off | $8,800 |
| Sludge Draw-off | $55,000 |
| Handrail | $45,100 |
| Chlorine Contact Basin Diffusers | $11,000 |
| 10" Filter Influent | $35,451 |
| Filter Valves | $5,500 |
| Chemical Feed System | $16,500 |
| Chemical Storage Tank | $27,500 |
| 1" Chemical feed Lines | $44,000 |
| NPW piping and connection to existing system | $29,542 |
| NPW Hose Bib with Hose Rack | $1,100 |
| 4" PVC | $9,900 |
| Water Reclaimation Station | $110,000 |
| **Subtotal** | **$2,534,493** |

| Electrical Upgrades | |
|---|---|
| Electrical Sub Mobilization | $87,780 |
| Switchgear | $177,100 |
| Light Fixtures | $53,900 |
| Switchgear Installation | $35,200 |
| Lighting Installation | $12,100 |
| DB9 - EMCC to Clarifier Panel | $25,300 |
| DB10 - EMCC to Filter CP3 | $31,900 |
| DB12 - EMCC to Blower Structure | $44,000 |
| DB14 - MCC to Blower Structure | $47,300 |
| DB17 - Chlorine Contact Meter to Office | $12,100 |
| **Subtotal** | **$526,680** |

**Total Estimated Capital Cost:** $3,570,537

# Final Thoughts and Suggestions

- Any feedback about the new platform?  What should we be aware of, and how do we access it?
- Any new caveats to the 2024 PWE application?
- City Council Feedback

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

In October 2019, the City Council approved a solid waste service contract with Waste Connection for commercial and residential garbage service as well as residential recycling. An automatic contract renewal for one year took place in 2021, and a two-year contract renewal took effect in 2022. The city notified Waste Connections in December 2023 through a certified letter informing them of our intention to not enter into another automatic renewal service agreement by December 2024. The Solid Waste Service consultants have experience assisting municipalities across the state with securing solid waste proposals through a Request For Proposal (RFP) process. The consultant's involvement would help staff solicit and review proposals and give all interested vendors and the current provider an opportunity to submit their proposals before they are presented to the City Council for final review and approval. The consultants have developed the following process stress and payment expectations for utilizing their services:

- The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.
- Contractor will prepare the Request for Proposal and the Contract to contain the following clause to allow the City of Manor to be reimbursed for the Fee for Services in accordance with the terms of this Contract.
- The successful Contractor shall be responsible for reimbursing the City for the development of this RFP and contract documents. The estimated costs to be borne by the City will not exceed $39,940.
- Full reimbursement must be received by the City within thirty (30) days after the award of the contract.

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

- Proposed Service Agreement
- 2024 Process Schedule

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve a Professional Consultation Services Agreement for Solid Waste Services for the City of Manor in an amount not to exceed $39,940.

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

# General Services Contract

This Contract (Contract) is made between the City of Manor, (City), and the Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms
II. Signatures
III. Standard Contractual Provisions
IV. Special Terms and Conditions

**I. Summary of Contract Terms.**

| | |
|---|---|
| Contractor: | Solid Waste Specialists<br>4250 Black Champ Road<br>Midlothian, Texas 76065 |
| City: | City of Manor<br>101 E. Eggleston St.<br>Manor, Texas 78653 |
| Description of Services: | Contractor will provide all consulting services related to the selection and procurement process of a solid waste contract, to include the Request for Proposal and Contract. |
| Contract Type: | Fixed Price Contract with progress payments based on completed milestones. (See III, B) |
| Effective Date: | Upon the date of execution by the City of Manor |
| Termination Date: | Upon Execution of Contract with a Solid Waste Vendor as provided herein, but no later than January 1, 2025. |
| Renewal: | No renewal options. |

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CONTRACTOR**:

Date **January 5, 2024,**

**CITY OF MANOR**

Dr. Christopher Harvey, Mayor

Date: _____

ATTEST:

By: _____
Lluvia T. Almaraz
City Secretary, City of Manor

**III. Standard Contractual Provisions.**

A. Definitions.

*Contract* means this Standard Services Contract.

*Services* mean the services for which the City received a proposal.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will invoice City for services based on completed milestones as follows (for which Option the City chooses).

**OPTION B: FULL RFP PROCESS**

| | |
|---|---|
| A. Completion of RFP and Draft Contract | ($18,670) |
| B. Evaluate Responses with Recommendation | ($12,970) |
| C. Final Contract Presented to Council | ($ 8,300) |
| Total This Option | ($39,940) |

The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

Contractor will prepare the Request for Proposal and the Contract to contain the following clause to allow the City of Manor to be reimbursed for the Fee for Services in accordance with the terms of this Contract.

> **The successful Contractor shall be responsible for reimbursing the City for the development of this RFP and contract documents. The estimated costs to be borne by the City will be $39,940.**
>
> **Full reimbursement must be received by the City within thirty (30) days after the award of the contract.**

C. Termination Provisions. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default within fifteen (15) days of such written notice, or longer if agreed to by the parties, the party giving the notice of default may terminate this Contract. Either party may terminate this Contract for convenience upon thirty (30) days' written notice to the other party. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. Upon termination, Contractor shall immediately discontinue all services and work being performed pursuant to the General

Services Contract. Contractor shall provide copies of any and all documents that have been created by Contractor for purposes of negotiating or finalizing the Solid Waste Services Agreement to the City within five (5) business days of the effective date of termination.

D. Liability and Indemnity.
CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS, CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT, OF CONTRACTOR OR ITS SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGEMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT. TO THE EXTENT PERMITTED BY LAW, CITY AGREES TO INDEMNIFY CONTRACTOR FOR ANY LOSS OR DAMAGE TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT OF THE CITY IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL REQUIRE THE CITY TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Travis County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in an efficient manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to non-binding mediation before a third party who will be selected by agreement of the parties. The parties

will each pay one-half of the mediator's fees, but each shall be responsible for its legal fees and expenses.

J. Attorney's Fees. Should either party to this Contract sue the other party for breach of contract or any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Contract if the performance is unavoidably delayed by a force majeure which includes war; civil commotion; acts of God; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national, state, or locally declared disasters; riots; material or labor restrictions; transportation unavailability; or any other circumstances which are reasonably beyond the control of the party.

M. Confidential Information. Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, unauthorized use of, any confidential information by Contractor is a material breach of this Contract. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims for damages caused by Contractor's breach of this confidentiality provision.

N. Right to Audit. During the term of this Contract, and at any time within three (3) years following the expiration or termination of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by a court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits or requests for information, not less than ten (10) days, including identifying the information needed if possible. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by the Contract and by law. This provision shall survive termination of this Contract.

O. Insurance. Consultant will maintain, for the duration of the Term, insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, Commercial General Liability, and Employee Liability. Commercial general coverage shall: (i) be maintained during the term of this Agreement with a minimum limit of one (1) million dollars ($1,000,000.00) per occurrence; (ii) name City as an additional insured: and (iii), be regarded as primary insurance for any and all claims made relating to or arising from any and all activities related to or arising from this Agreement. Consultant shall provide Client with a copy of the declarations page from such policies required under this Agreement within thirty (30) days of the Effective Date hereof.

**IV. Special Terms or Conditions.** None.

## EXHIBIT A
## CONTRACTOR'S SCOPE OF SERVICES

Scope of services shall consist of the contractor providing overall project management, RFP development including contract drafting, and finalizing the contract for the City of Manor, as set forth more fully below.

**RFP Process without an attempt to first renew current agreement (Option B)**

1) Kick-Off Strategy Meeting and Data Request
2) Preparation of Procurement Documents
   (RFP and Draft Contract)
3) Pre-Bid Coordination and Addendum Preparation
4) Proposal Evaluation and Recommendation
5) Finalist Interviews
6) Council Presentation
7) Negotiating the Final Contract

**Total Option B (bypassing Option A) $ 39,940**

The hourly rate for additional activity requested by the City beyond the work outlined herein would be $200 per hour plus expenses.

# 2024 Solid Waste Services Proposal Process Schedule

| Action | Proposed Date | Days Between Events | | |
|---|---|---|---|---|
| New Contract Begins | Monday, December 2, 2024 | | | **Months to order trucks - 6** |
| **Begin to Notify Customers of Possible New Vendor and Service Changes** | Monday, September 9, 2024 | | | |
| **Approval of award by City Council** | Monday, July 1, 2024 | | | **Billing Point** |
| **Complete negotiations for the final contract** | Monday, June 17, 2024 | | | |
| **Decision Made** | Thursday, June 13, 2024 | | | |
| **Complete Interviews** | Tuesday, June 11, 2024 | | | |
| **Complete Evaluations and score proposals** | Monday, June 3, 2024 | | | **Billing Point** |
| **Sealed Proposals Due** | Monday, May 20, 2024 | | | |
| **Answers Back to Proposers** | Friday, May 3, 2024 | | | **Days to Complete - 35** |
| **Proposer questions deadline** | Monday, April 29, 2024 | | | |
| **Pre-proposal meeting** | Monday, April 22, 2024 | | | |
| **RFP Published or Mailed** | Monday, April 15, 2024 | | | |
| **Final drafts Prepared and returned to** the **City** | Monday, April 8, 2024 | | | **Billing Point** |
| **Complete review of drafts by legal, purchasing, etc.** | Tuesday, April 2, 2024 | | | |
| **Complete Draft RFP and Draft Contract** | Monday, February 12, 2024 | | | |
| **Attend Council Meeting for Elected Officials' Input** | Wednesday, January 17, 2024 | | | |
| **Meet with City Staff to get instructions** | Wednesday, January 10, 2024 | | | |

AGENDA ITEM NO. 11

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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.

**BACKGROUND/SUMMARY:**

The City is interested in purchasing a 0.308 acre property from Mr. Antonio Esparza in order to access City infrastructure without obstruction. The attached resolution is provided for City Council consideration to approve the unimproved property contract and close on the property by the end of January.

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

- Resolution No. 2024-02
- Unimproved Property Contract

**STAFF RECOMMENDATION:**

Staff recommends approval of 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 and authorize the City Manager to execute the Contract and related documents for the purchase and closing of 0.308 acres.

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

**RESOLUTION NO. 2024-02**

**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**

**WHEREAS,** the City Council of the City of Manor, Texas (the "City") desires to purchase an approximately 0.308 acre tract of land located in, Manor, Travis County, Texas, and more particularly described in Exhibit A to the attached Unimproved Property Contract (the "Property"); and

**WHEREAS**, the Mayor is Dr. Christopher Harvey and the City Manager is Scott Moore;

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

**SECTION 1.** The foregoing recitals are all true and correct and are hereby approved and adopted by the City Council of the City of Manor, Texas and made a part hereof for all purposes as findings of fact.

**SECTION 2.** The Unimproved Property Contract by and among Atonio Esparza, an individual (the "Seller") and the City (the "Contract") providing for the purchase of the Property for the purchase price of $175,000.00 (the "Purchase Price"), plus closing costs, is hereby approved, and the City Manager is authorized to execute said Contract and any other documents necessary to effectuate the purchase and transfer of the Property to the City.

**SECTION 3.** Should any section or part of this resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**SECTION 4.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** this the 17th day of January 2024.

| **ATTEST:** | **CITY OF MANOR, TEXAS** |
|---|---|
| _____ | _____ |
| Lluvia Almaraz, City Secretary | Dr. Christopher Harvey, Mayor |

Authentisign ID: D2489F04-63AA-EE11-8925-6045BDD68161



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

# UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

EQUAL HOUSING OPPORTUNITY

**1. PARTIES:** The parties to this contract are Antonio Esparza (Seller) and City of Manor (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

**2. PROPERTY:** Lot _____, Block _____, ABS 546 SUR 40 MANOR J ACR 0.3100 Addition, City of Manor, County of Travis, Texas, known as Parsons St 78653 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

**3. SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing .....$ 175,000.00
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum .....$ _____

C. Sales Price (Sum of A and B) .....$ 175,000.00

**4. LEASES:**

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

**5. EARNEST MONEY AND TERMINATION OPTION:**

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Capital Title of Texas (Escrow Agent) at 211 W Main St Round Rock Tx 78664 (address): $ 1,750.00 as earnest money and $ 0.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $ 0.00 to Escrow Agent within 0 days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 0 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.



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Authentisign ID: D2489F04-63AA-EE11-8925-6045BDD68161





C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**6. TITLE POLICY AND SURVEY:**

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Capital Title of Texas (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐ (i) will not be amended or deleted from the title policy; or
☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
☒ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____.
Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate



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within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**
Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.
**If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.



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(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

(12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices):

**7. PROPERTY CONDITION:**

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
**NOTICE**: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
_____.
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:
(1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
(2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
(3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.
(4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
(5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
(6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
(7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
(8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.
If Seller is aware of any of the items above, explain (attach additional sheets if necessary):
_____.



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**8. BROKERS AND SALES AGENTS:**

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:_____.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

**9. CLOSING:**

A. The closing of the sale will be on or before January 25, 2024, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

**10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

**11. SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney. Buyer will cover all Title Company closing costs including the fees associated with the seller.

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.



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B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

**18. ESCROW**:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

**19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

**20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.



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**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

| **To Buyer at:** | | **To Seller at:** | |
|---|---|---|---|
| Scott Moore | | Antonio Esparza | |
| Phone: | 512 595-2906 | Phone: | 210-438-4366 |
| E-mail/Fax: | smoore@manortx.gov | E-mail/Fax: | |
| E-mail/Fax: | | E-mail/Fax: | lesparza39@yahoo.com |
| With a copy to Buyer's agent at: | | With a copy to Seller's agent at: | diegofdz.realtor@gmail.com |

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☒ Other (list):
  Exhibit A Field Notes with Legal Description
  Unrepresented Buyer Notice

**23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

| Buyer's Attorney is: | | Seller's Attorney is: | |
|---|---|---|---|
| | | | |
| Phone: | | Phone: | |
| Fax: | | Fax: | |
| E-mail: | | E-mail: | |



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**EXECUTED the _____day of _____, 20_____ (Effective Date).**
**(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer Dr. Christopher Harvey, Mayor for City of Manor

Seller Antonio Esparza

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 9-16. This form replaces TREC NO. 9-15.



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## BROKER INFORMATION
(Print name(s) only. Do not sign)

| | |
|---|---|
| Other Broker Firm / License No. | All City Real Estate Ltd. Co / 9003633 (Listing Broker Firm / License No.) |
| represents ☐ Buyer only as Buyer's agent ☐ Seller as Listing Broker's subagent | represents ☐ Seller and Buyer as an intermediary ☒ Seller only as Seller's agent |
| Associate's Name / License No. | Diego Fernandez (Listing Associate's Name / License No.) |
| Team Name | Team Name |
| Associate's Email Address / Phone | diegofdz.realtor@gmail.com / 512-713-9863 (Listing Associate's Email Address / Phone) |
| Licensed Supervisor of Associate / License No. | All City Real Estate Ltd. Co (Licensed Supervisor of Listing Associate / License No.) |
| Other Broker's Address / Phone | 10222 Pecan Park, Suite 10 / 5127139863 (Listing Broker's Office Address / Phone) |
| City / State / Zip | Austin / TX / 78729 |
| | Selling Associate's Name / License No. |
| | Team Name |
| | Selling Associate's Email Address / Phone |
| | Licensed Supervisor of Selling Associate / License No. |
| | Selling Associate's Office Address |
| | City / State / Zip |

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (0% _____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

TRANSACTIONS TransactionDesk Edition This copyright protected form was produced using Lone Wolf Real Estate Technologies - 231 Shearson Crescent #310, Cambridge, Ontario, Canada N1T 1J3. This form presented by Diego Fernandez | All City Real Estate Ltd. Co | 512-713-9863 | diegofdz.realtor@gmail.com |

Authentisign ID: D2489F04-63AA-EE11-8925-6045BDD68161





## OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

## EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Capital Title of Texas Received by _____ Email Address _____ Date/Time _____

Address 211 W Main St _____ Phone _____

City Round Rock State Tx Zip 78664 Fax _____

## CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

## ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $_____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

TRANSACTIONS TransactionDesk Edition This copyright protected form was produced using Lone Wolf Real Estate Technologies - 231 Shearson Crescent #310, Cambridge, Ontario, Canada N1T 1J3. This form presented by Diego Fernandez | All City Real Estate Ltd. Co | 512-713-9863 | diegofdz.realtor@gmail.com |

Authentisign ID: D2489F04-63AA-EE11-8925-6045BDD68161



ALL CITY Real Estate

# Unrepresented Buyer Notice

**BUYER(s) has chosen NOT to be represented by a licensed Texas real estate broker.**

**The listing broker, ALL CITY REAL ESTATE LTD. CO., LICENSE NUMBER 9003633, and it's sales agent/broker associate,** Diego Fernandez **represent the SELLER(s) and their best interests, and has not given advice or opinion to the BUYER(s) regarding any aspect of this transaction.**

**BUYER(s) have been provided a copy of the Information About Brokerage Services and a copy of the Consumer Protection Notice.**

## Acknowledgment

Dr. Christopher Harvey; Mayor for the City of Manor

**BUYER(s) Signature**

**DATE**

EQUAL HOUSING OPPORTUNITY

Authentisign ID: D2489F04-63AA-EE11-8925-6045BDD68161



EXHIBIT "A"

FIELD NOTE DESCRIPTION TRACT FOR A 0.308 ACRE TRACT OF LAND:

BEING A 0.308 ACRE TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, BEING OUT AND A PART OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT SAME TRACT OF LAND CONVEYED TO ANTONIO ESPARZA IN A DEED RECORDED IN DOCUMENT NO. 2007176958, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, (HEREINAFTER REFERRED TO AS THE "ESPARZA TRACT"), SAID 0.308 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found on the south right-of-way line of West Parsons Street, for the northwest corner of a tract of land conveyed to Manuel Torres and Judith Bailey-Torres in a deed recorded in Document No. 2021039547, Official Public Records, Travis County, Texas, (hereinafter referred to as the "Torres Tract"), being the northeast corner and POINT OF BEGINNING of herein described tract:

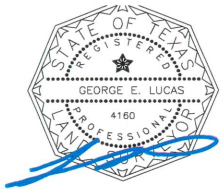
THENCE with the east line of this tract and the west line of the Torres Tract, South 09°41'00" West a distance of 275.02 feet to an iron rod found on the north line of a tract of the Austin Western Railroad Track, for the southwest corner of the Torres Tract, being the southeast corner of this tract;

THENCE with the south line of this tract and the north line of Austin Western Railroad Tract, North 85°55'50" West a distance of 48.74 feet to an iron rod found for the southeast corner of a tract of land conveyed to Ambus Habbit and Purinea Habbit, Official Public Records, Travis County, Texas, (hereinafter referred to as the "Habbit Tract"), being the southwest corner of this tract;

THENCE with the west line of this tract and the east line of the Habbit Tract, North 09°33'19" East a distance of 274.26 feet to an iron rod set on the south right-of-way line of West Parsons Street, for the northeast corner of the Habbit Tract, being the northeast corner of this tract;

THENCE with the north line of this tract and the south right-of-way line of West Parson Street, South 86°44'46" East a distance of 49.43 feet to the POINT OF BEGINNING, containing 0.308 acres of land, more or less.

CELCO Surveying
18018 Overlook Loop, Suite 105
Unit 239
San Antonio, Texas 78259
Firm Registration No. 10193975
PHONE: 830-214-5109
e-mail: eddie@celcosurveying.com




BY: GEORGE E. LUCAS
R.P.L.S. No. 4160
State of Texas
November 4, 2023
2023-7484

Bearing basis is the Texas State Plane Coordinate system, NAD 83 Datum, Texas Central Zone

AGENDA ITEM NO. 12

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

The city received $3.3 million from the COVID State and Local Fiscal Recovery Fund allocation. Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Manor Commercial Park Wastewater Line Expansion Project.

This project is scheduled to be completed in the Fall of 2024. David Price has a parcel tract that the city is seeking a 20' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line to be installed. 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 1 at $44,474. Mr. Price's parcel is the last tract that needed to be acquired for the proposed sewer line project plans to be completed and prepared for bids to be solicited.

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

- Possession and Use Agreement Parcel No. 1

**STAFF RECOMMENDATION:**

The city staff recommends 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.

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

**POSSESSION AND USE AGREEMENT FOR WASTEWATER LINE CONSTRUCTION PURPOSES**

*(Manor Commercial Park Wastewater Line Project – Parcel 1, David Price)*

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

This Possession and Use Agreement (the "Agreement") between the City of Manor, Texas, a Texas home-rule municipality (the "City"), and David Price (the "Grantor" whether one or more), grants to the City, its contractors, agents and all others deemed necessary by the City, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a wastewater line and appurtenances thereto (the "Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property"). In addition to the Property, this Agreement also includes a 25' wide strip of land abutting the Property to the north, being approximately 0.4172 acres in size, more or less, and being described graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASMENT" (the "Temporary Construction Easement").

1. For the consideration paid by the City which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor hereby grants, bargains, sells and conveys to the City of Manor the irrevocable right of entry and exclusive possession and use of the Property and Temporary Construction Easement for the purpose of constructing a wastewater line and appurtenances thereto and the right to remove any improvements located within the Property or Temporary Construction Easement. Authorized activities include access, surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction staging, temporary spoil storage, construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto, and any other work required to be performed in connection with the Project. This Agreement will extend to the City, its contractors and assigns, owners of any existing utilities on the Property and Temporary Construction Easement and those which may be lawfully permitted on the Property or Temporary Construction Easement by the City in the future, and all others deemed necessary by the City for the purpose of the Project.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the City will tender to the Grantor the non-refundable sum of **FORTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-FOUR AND NO/100'S DOLLARS ($44,474.00)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property and Temporary Construction Easement. The City will be entitled to take possession and use of the Property and Temporary Construction Easement upon tender of payment. The parties agree that the sum tendered represents **90%** percent of the City's approved value. The approved value is the City's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the City in the Property and Temporary Construction Easement, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulphur. The parties agree that the sum tendered to Grantor hereunder will be deducted from any final settlement amount, Special Commissioners' award or court judgment for the City's acquisition of the Property and Temporary Construction Easement.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was either tendered directly to the Grantor by the City or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants that no other person or entity owns an interest in the fee title to the Property and Temporary Construction Easement and further agrees to indemnify the City from all unreleased or undisclosed liens, claims or encumbrances affecting the Property or Temporary Construction Easement.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interests proposed to be acquired by the City in the Property and Temporary Construction Easement, for negotiation or eminent domain proceeding purposes, will be the Effective Date or date of the Special Commissioners Hearing, whichever is later.

6. This Agreement is made with the understanding that the City will continue to proceed with acquisition of a real property interest in the Property and Temporary Construction Easement, and that the City will initiate eminent domain proceedings if necessary and endeavor to schedule a Special Commissioners Hearing on or before **June 30, 2024**. The Grantor reserves all rights of compensation for the title and interest in and to the Property and Temporary Construction Easement which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property and Temporary Construction Easement to be acquired by the City, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property and Temporary Construction Easement are a part (the "Remainder"); all as the Property and Temporary Construction Easement exist on the Effective Date of this Agreement. The City's removal or construction of improvements on the Property or Temporary Construction Easement shall in no way affect the fair market value of the Property and Temporary Construction Easement in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property or Temporary Construction Easement. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the City institutes or has instituted eminent domain proceedings, the City will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the City until entry of judgment.

8. The purpose of this Agreement is to allow the City to proceed with the Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the City's acquisition of a real property interest in the Property and Temporary Construction Easement. The Grantor expressly acknowledges that the proposed Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property and Temporary Construction Easement related to the Project, based upon claims that the City has no authority to acquire the Property and Temporary Construction Easement through eminent domain, has no valid public use for the Property and Temporary Construction Easement, that acquisition of the Property and Temporary Construction Easement is not necessary for a public purpose, or for any other reason.

9. The Grantor reserves all the oil, gas, and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the City to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due all ad valorem property taxes and special assessments assessed against Property.

11. Notwithstanding the acquisition of right of possession to the Property and Temporary Construction Easement by the City in a condemnation proceeding by depositing the Special Commissioners' Award as provided by law, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the City finally acquires recorded easements in the Property and Temporary Construction Easement either by negotiation, settlement, or final court judgment.

12. The parties further agree that in the event Grantor's property is not already annexed into the City, should Grantor elect to have the Property annexed into the City, that upon completion of such annexation Grantor shall then be eligible to obtain a service connection to the wastewater line being installed in the Property after payment of all necessary fees.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the City will record this document.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the City of Manor and its assigns forever, for the purposes and subject to the limitations set forth above.

**GRANTOR:**

David Price

1/12/24
Date

**CITY**:

**CITY OF MANOR, TEXAS, a Texas home-rule municipality**

By: _____
Scott Moore, City Manager
City of Manor, Texas

_____
Date

* * * * * * * ACKNOWLEDGEMENTS * * * * * * *

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared **DAVID A. PRICE,** a person either known to me or proved to me through legal identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacities represented and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of January, 2024.

ELIZABETH G. HURT
My Notary ID # 133449035
Expires November 16, 2025

Elizabeth G. Hurt
Notary Public, State of Texas

(Seal and Expiration)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared **SCOTT MOORE,** a person either known to me or proved to me through legal identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacities represented and for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2024.

_____
Notary Public, State of Texas

(Seal and Expiration)

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.3340 OF ONE ACRE OF LAND (14,550 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE TIMOTHY MCKANE SURVEY NO. 47, ABSTRACT NO. 525, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 6, MANOR VILLA ESTATES, A SUBDIVISION OF RECORD IN VOLUME 83, PAGE 155C, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.), AND BEING THE SAME TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO DAVID A. PRICE, RECORDED IN DOCUMENT NO. 2016134444, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "4WARD BOUNDARY" found in the existing Northerly right-of-way line of Old Highway 20 (80' R.O.W.), for the Southerly common corner of said Lot 6 and of Lot 1, said MANOR VILLA ESTATES, from which a 1/2-inch rebar with cap stamped "SURVTEX LLC" found in the existing Northerly right-of-way line of said Old Highway 20, for the Southerly common corner of said Lot 1 of Lot 7, MANOR VILLA ESTATES, bears South 72°55'19" East a distance of 50.66 feet;

THENCE **North 72°55'19" West** with the existing Northerly right-of-way line of said Old Highway 20 and the common Southerly line of said Lot 6, a distance of **727.60** feet to a Calculated Point in the Westerly line of said Lot 6 and the common Easterly line of a called 2.011 acre tract of land described in a General Warranty Deed to William M. Forsythe and John C. Forsythe, recorded in Document No. 2019125687 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap found in the existing Northerly right-of-way line of said Old Highway 20, for the Southeasterly corner of said 2.011 acre tract, bears South 28°05'44" West a distance of 20.38 feet;

THENCE **North 28°05'44" East** with the Westerly line of said Lot 6 and the common Easterly line of said 2.011 acre tract, a distance of **20.38** feet to a Calculated Point;

THENCE **South 72°55'19" East** over and across said Lot 6, a distance of **727.17** feet to a Calculated Point in the Easterly line of said Lot 6 and the common Westerly line of said Lot 1, from which a 1/2-inch rebar found in the Easterly line of said Lot 6 and the common Westerly line of said Lot 1, bears North 26°53'36" East a distance of 61.72 feet;

THENCE **South 26°53'36" West** with the Easterly line of said Lot 6 and the common Westerly line of said Lot 1, a distance of **20.30** feet to the **POINT OF BEGINNING** and containing 0.3340 of one acre of land (14,550 Sq. Ft.), more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

02/03/2023

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803




Job Number: 22-021
Attachments: K:\JAY MANOR CIP\CAD\DWGS\MANOR COMM PARK WWL ESMT 5.DWG

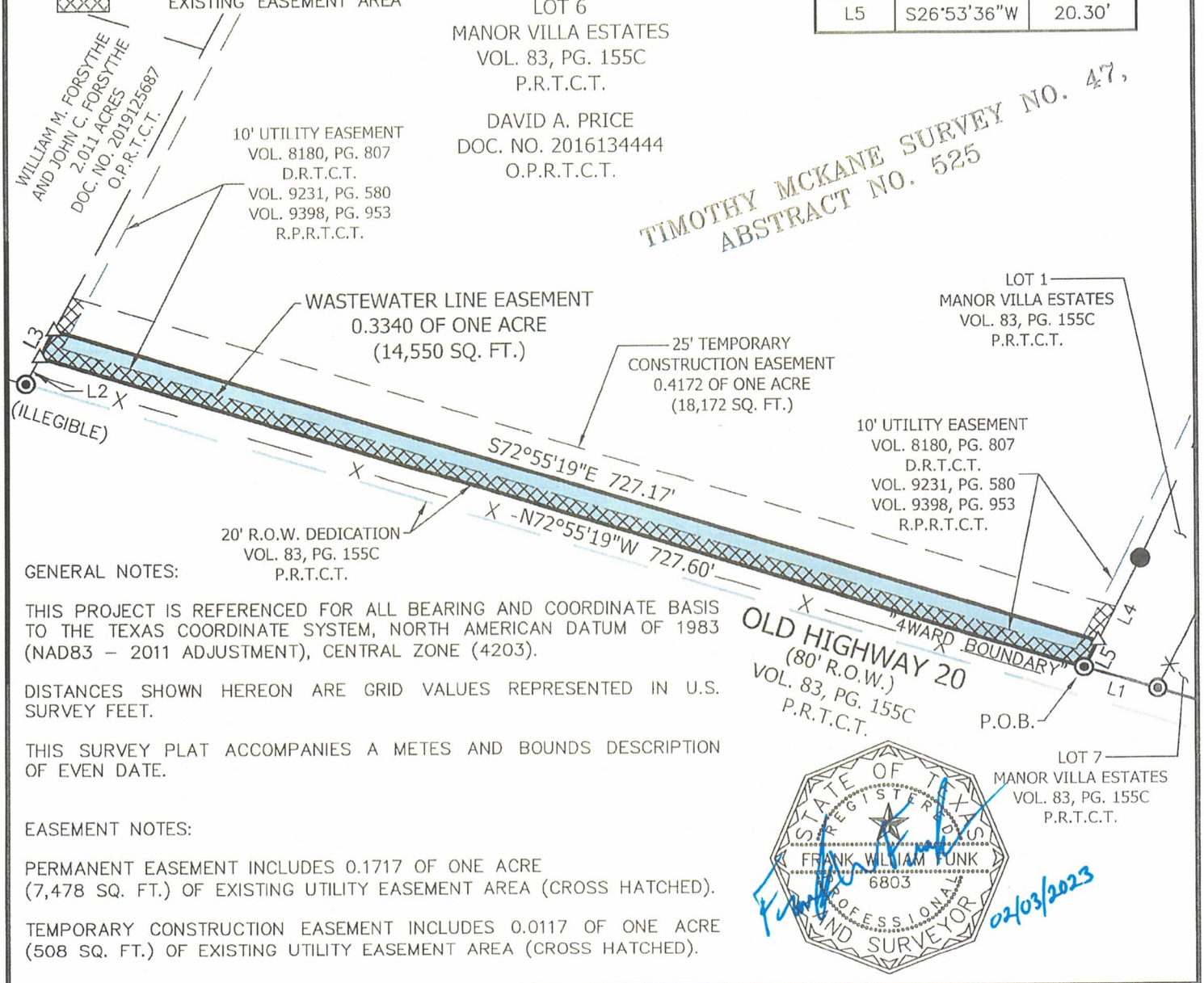
## LEGEND

| | |
|---|---|
| ◉ | 1/2-INCH REBAR WITH CAP STAMPED "SURVTEX LLC" (OR AS NOTED) |
| ● | 1/2-INCH REBAR FOUND (OR AS NOTED) |
| △ | CALCULATED POINT NOT SET |
| — X — | CALCULATED POINT NOT SET |
| O.P.R.T.C.T. | OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS |
| R.P.R.T.C.T. | REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS |
| D.R.T.C.T. | DEED RECORDS OF TRAVIS COUNTY, TEXAS |
| R.O.W. | RIGHT-OF-WAY |
| P.O.B. | POINT OF BEGINNING |
| ▨ | EXISTING EASEMENT AREA |

100' 80' 60' 40' 20' 0' 50'

GRAPHIC SCALE

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | S72°55'19"E | 50.66' |
| L2 | S28°05'44"W | 20.38' |
| L3 | N28°05'44"E | 20.38' |
| L4 | N26°53'36"E | 61.72' |
| L5 | S26°53'36"W | 20.30' |




GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

EASEMENT NOTES:

PERMANENT EASEMENT INCLUDES 0.1717 OF ONE ACRE (7,478 SQ. FT.) OF EXISTING UTILITY EASEMENT AREA (CROSS HATCHED).

TEMPORARY CONSTRUCTION EASEMENT INCLUDES 0.0117 OF ONE ACRE (508 SQ. FT.) OF EXISTING UTILITY EASEMENT AREA (CROSS HATCHED).

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

02/03/2023

| | | | |
|---|---|---|---|
| JOB NUMBER: 22-021 | | DATE: 01/31/23 | |
| PROJECT NAME: JAY MANOR CIP | | | |
| DRAWING NAME: MANOR COMM PARK WWL ESMT 5 | | | |
| DRAWING FILE PATH: K:\22021 – JAY Manor CIP\CAD\DWGs\Manor Comm Park WWL Esmts | | | |
| METES AND BOUNDS FILE PATH: K:\22021 – JAY Manor CIP\Descriptions\Manor Comm Park WWL Esmts | | | |
| RPLS: FWF | TECH: JRM | PARTY CHIEF: TN | CHK BY: HAS |
| SHEET 03 of 03 | FIELDBOOKS 13/419 | | SCALE:1"=100' |

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

AGENDA ITEM NO. 13

# AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 17, 2024
**PREPARED BY:** Scott Moore, City Manager
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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.

**BACKGROUND/SUMMARY:**

In 2021, the City of Manor approved some certificates of obligation funds to address water and sewer infrastructure projects as well as ground storage water tank and booster pump facilities. The US290 & FM973 water line project was identified by city staff and George Butler & Associates engineering consultant.

The consultant's land acquisition team has worked on a number of temporary and permanent utility easements for both future water and sewer projects. The SHFC Manor Land LLC parcel tract that the city is seeking a 20' permanent water utility easement and 25' temporary construction easement along the designated route for the US290 & FM973 water line to be installed. Acquiring the utility easement from the landowners will allow the GBA team to prepare plans for the proposed water line extension to be extended eastbound south of US290 for a few economic development projects to open by the Spring of 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 2 at $2,323, which is $10,000 less than what was originally expected to be paid of the easement.

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

- Purchase Agreement Parcel No. 2

**STAFF RECOMMENDATION:**

The city staff recommends 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.

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

# CITY OF MANOR PURCHASE AGREEMENT

**Manor FM 973 & US 290 Water Line Project; Parcel 2**

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

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

*Water Line Easement Parcel*: All that certain tract, piece or parcel of land consisting of 598 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.

*Temporary Construction Easement Parcel*: All that certain tract, piece or parcel of land consisting of 598 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** TWO THOUSAND THREE HUNDRED TWENTY-THREE AND NO/100'S DOLLARS **($2,323.00)** total shall be paid by the City for a permanent and temporary easement to the Water Line Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

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

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

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

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

**Temporary drives, accessibility, and driveway restoration**. The City agrees to backfill and emplace a temporary driving surface that will maintain accessibility to Owner's property over any drives within the Water Line Easement and Temporary Construction Easement that are disturbed by the City's construction within fourteen (14) days after such drives are first disturbed, and to permanently repair and repave any such disturbed drives at the final conclusion of the Project for which the City is acquiring the easements herein.

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

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

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

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

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

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

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

**OWNER:**

SHFC Manor Land, LLC
a Texas limited liability company

By: Strategic Housing Finance Corporation
of Travis County, a Texas non-profit corporation
as Manager

By: _____

Name: Keith Hoffpauir

Title: Asst Manager

1/11/24
Date

**BUYER:**

**CITY OF MANOR, TEXAS**
**A Texas home-rule municipality**

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

_____
Date

**Parcel No. 2**
**Project: Manor FM 973 & US 290 Water Line Project**
**TCAD Tax ID: 910376**

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## *FIELD NOTES FOR A 598 SQUARE FOOT WATERLINE EASEMENT:*

*Being a **598 Square Foot** tract of land out of Lot 9, LDG Commons At Manor Village, a plat recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas. Said 598 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:*

***BEGINNING** at a calculated point in the common line between Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, and said Lot 9, and being the northeast corner hereof, from which a 1/2" iron rod found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 6.81 feet, for reference;*

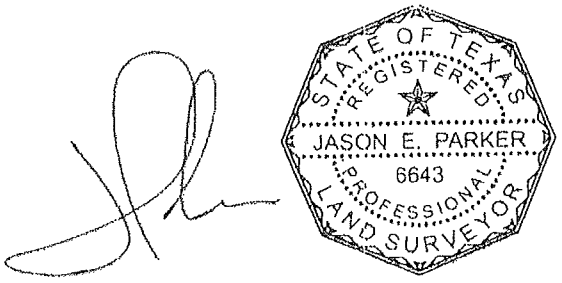
***Thence: S 02° 35' 38" E**, with said common line, a distance of **15.00 feet**, to the calculated southeast corner hereof, from which a 1/2" iron rod with red cap stamped "MATKIN-HOOVER ENGR & SURVEY" found marking the an angle point in said common line bears S 02° 35' 38" E, a distance of 262.54 feet, for reference;*

***Thence: S 87° 12' 20" W**, across said Lot 9, a distance of **39.90 feet**, to a calculated point in the common line between said Lot 9 and the remainder of a called 3.62 Acre tract of land conveyed to Greenview Development 973, L.P. in Document No. 2006207224 of the Official Public Records of Travis County, Texas, for the southwest corner hereof;*

***Thence: N 02° 35' 38" W**, with said common line, a distance of **15.00 feet**, to a calculated point for the northwest corner hereof, from which a 1/2" iron rod with pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 6.74 feet, for reference;*

***Thence: N 87° 12' 20" E**, across said Lot 9, a distance of **39.90 feet**, to the **POINT OF BEGINNING** and containing **598 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.*

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TBPELS FIRM #10194808

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PROJECT NUMBER 15110.01

DATE 12/19/2023

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

SHEET NUMBER
**1 of 4**

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## *FIELD NOTES FOR A 598 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:*

*Being a* ***598 Square Foot*** *tract of land out of Lot 9, LDG Commons At Manor Village, a plat of record in Document No. 201800236 of the Official Public Records of Travis County, Texas. Said 598 square foot tract as shown hereon being more particularly described by metes and bounds as follows:*

***BEGINNING*** *at a calculated point in the common line between Lot 11, Block A, Final Plat Establishing Lot 11 – Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, and said Lot 9, and being the northeast corner hereof, from which a 1/2" iron rod found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 21.81 feet, for reference;*

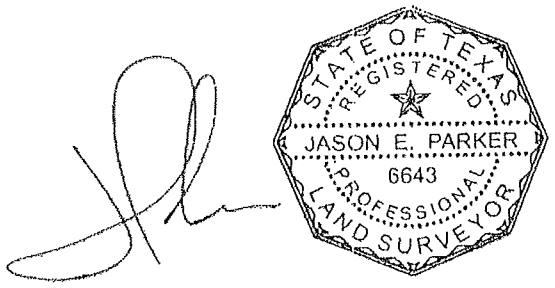
***Thence: S 02° 35' 38" E,*** *with said common line, a distance of* ***15.00 feet,*** *to the calculated southeast corner hereof, from which a 1/2" iron rod with red cap stamped "MATKIN–HOOVER ENGR & SURVEY" found marking the an angle point in said common line bears S 02° 35' 38" E, a distance of 247.54 feet, for reference;*

***Thence: S 87° 12' 20" W,*** *across said Lot 9, a distance of* ***39.90 feet,*** *to a calculated point in the common line between said Lot 9 and the remainder of a called 3.62 Acre tract of land conveyed to Greenview Development 973, L.P. in Document No. 2006207224 of the Official Public Records of Travis County, Texas, for the southwest corner hereof;*

***Thence: N 02° 35' 38" W,*** *with said common line, a distance of* ***15.00 feet,*** *to a calculated point for the northwest corner hereof, from which a 1/2" iron rod with pink cap stamped "BRYAN TECH SERVICES" found marking the beginning of a curve in said common line bears N 02° 35' 38" W, a distance of 21.74 feet, for reference;*

***Thence: N 87° 12' 20" E,*** *across said Lot 9, a distance of* ***39.90 feet,*** *to the* ***POINT OF BEGINNING*** *and containing* ***598 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.*

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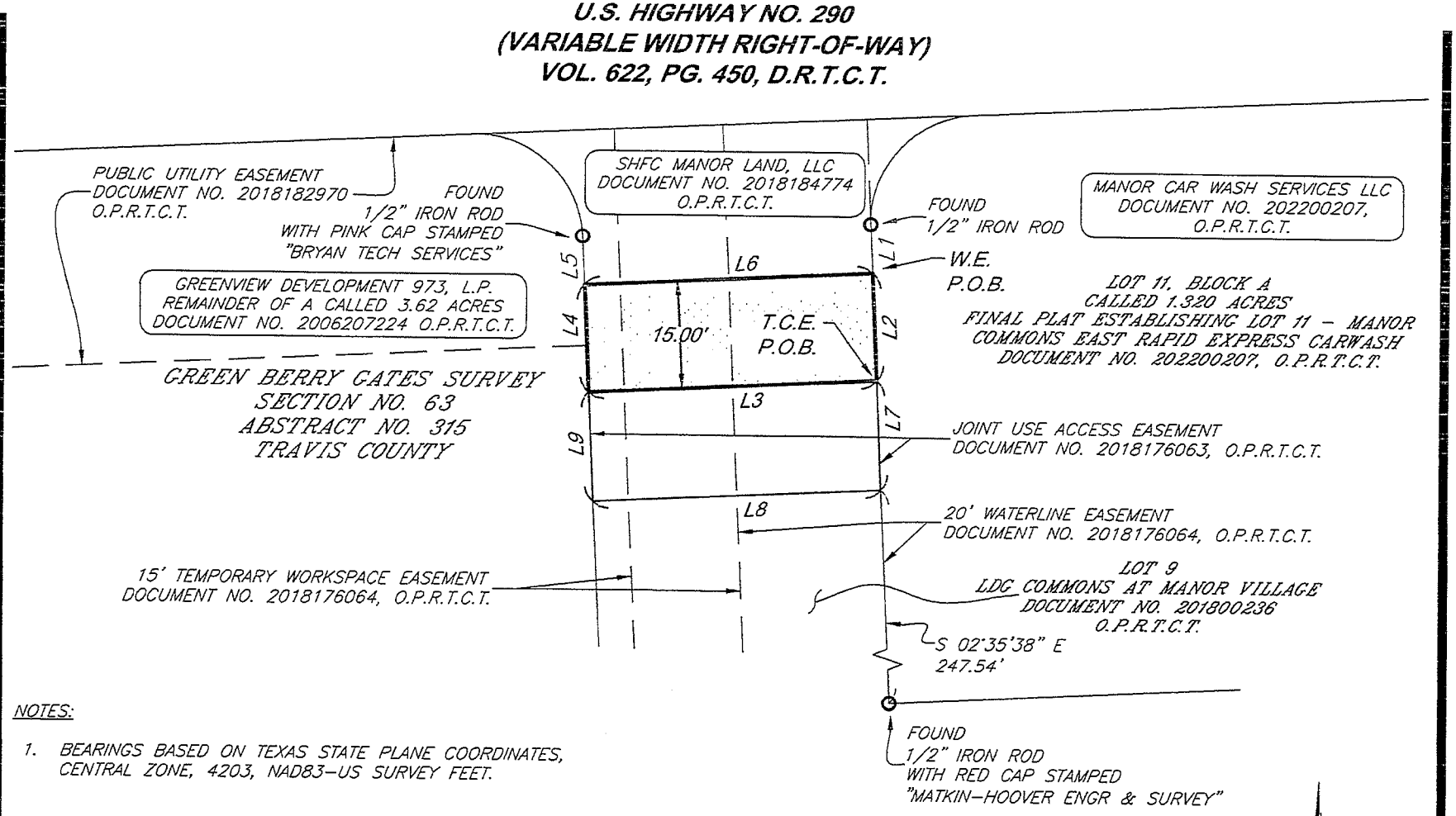
| PROJECT NUMBER | | SHEET NUMBER |
|---|---|---|
| 15110.01 | *Exhibit "A"* *WATERLINE EASEMENT* *MANOR, TRAVIS CO., TX* | **2 of 4** |
| DATE 12/19/2023 | | |




NOTES:

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

Denotes W.E.
598 Square Feet

300 Square Feet of Proposed Waterline Easement
Lies Within Existing Waterline Easement

Denotes T.C.E.
598 Square Feet

598 Square Feet of Proposed Waterline Easement
Lies Within Existing Access Easement

Scale : 1"=20'

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PROJECT NUMBER
15110.01

DATE
12/19/2023

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

SHEET NUMBER
3 of 4

## LEGEND

| | |
|---|---|
| o | PROPERTY CORNER FOUND AS NOTED |
| P.O.B. | POINT OF BEGINNING |
| T.C.E. | TEMPORARY CONSTRUCTION EASEMENT |
| W.E. | WATERLINE EASEMENT |

| Line Table | | |
|---|---|---|
| Line # | Bearing | Distance |
| L1 | N2° 35' 38"W | 6.81 |
| L2 | S2° 35' 38"E | 15.00 |
| L3 | S87° 12' 20"W | 39.90 |
| L4 | N2° 35' 38"W | 15.00 |
| L5 | N2° 35' 38"W | 6.74 |
| L6 | N87° 12' 20"E | 39.90 |
| L7 | S2° 35' 38"E | 15.00 |
| L8 | S87° 12' 20"W | 39.90 |
| L9 | N2° 35' 38"W | 15.00 |

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

JASON E. PARKER 12/19/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6643
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

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PROJECT NUMBER 15110.01

DATE 12/19/2023

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

SHEET NUMBER
**4 of 4**

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**EXHIBIT "B"**

# WATERLINE EASEMENT
# AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

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

> A tract of land consisting of 598 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 598 square feet parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 598 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon Grantee's commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

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

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

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

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

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

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

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

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

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

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

**GRANTOR:**

SHFC Manor Land, LLC
a Texas limited liability company

By: Strategic Housing Finance Corporation
of Travis County, a Texas non-profit corporation
as Manager

By: _____ 1/11/24
Name: Keith Hoffmann Date
Title: Asst Manager

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

_____
By: Dr. Christopher Harvey, Mayor

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

**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 11 day of January 2024, personally appeared Keith Hoffpauir, as Asset Manager of Strategic Housing Corporation of Travis County, a Texas non-profit corporation, as Manager of SHFC Manor Land, LLC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Debbie Honeycutt
Notary Public-State of Texas

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

DEBBIE HONEYCUTT
Notary ID #130830270
My Commission Expires
September 21, 2024

**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. 2**
**Project: Manor FM 973 & US 290 Water Line Project**
**TCAD Tax ID: 910376**

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