



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

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## City Council Regular Meeting

Wednesday, May 17, 2023 at 7:00 PM

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

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### AGENDA

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

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

**A. Declaring the week of May 21-27, 2023, as “Public Works Week”**

**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.*

**PRESENTATION**

**A. 2023 TML Small Town Conference Update, presented by Mayor Harvey.**

## PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

*Applicant: Saavy ATX Realty LLC*

*Owner: Wenkai Chen*

*Submitted by: Scott Dunlop, Development Services Director*

- 2. Conduct a public hearing on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).**

*Applicant: Henry Juarez*

*Owner: Henry Juarez*

*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 of May 3, 2023, City Council Regular Meeting.**

*Submitted by: Lluvia T. Almaraz, City Secretary*

- 4. Consideration, discussion, and possible action on accepting the April 2023 Departmental Reports.**

*Submitted by: Scott Moore, City Manager*

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

- 5. Consideration, discussion, and possible action on the Purchase Agreements with Carlota Nunez and Simon Nunez for a wastewater easement with a temporary construction easement.**

*Submitted by: Scott Moore, City Manager*

## REGULAR AGENDA

- 6.** Consideration, discussion, and possible action on an Interlocal Agreement Between Manor Independent School District and the City of Manor for the Summer Library Program.  
*Submitted by: Scott Moore, City Manager*
- 7.** **First Reading:** Consideration, discussion, and possible action on an Ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).  
*Applicant: Saavy ATX Realty LLC*  
*Owner: Wenkai Chen*  
*Submitted by: Scott Dunlop, Development Services Director*
- 8.** **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).  
*Applicant: Henry Juarez*  
*Owner: Henry Juarez*  
*Submitted by: Scott Dunlop, Development Services Director*
- 9.** Consideration, discussion, and possible action on a Performance Bond Extension request for the Village at Manor Commons Phase 3.  
*Submitted by: Scott Dunlop, Development Services Director*
- 10.** Consideration, discussion, and possible action on a resolution of the City of Manor, Texas, approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3).  
*Submitted by: Scott Dunlop, Development Services Director*
- 11.** Consideration, discussion, and possible action on the City of Manor Fiscal Year 2023-2024 Budget Priorities with the Legislative Agenda.  
*Submitted by: Lydia Collins, Finance Director*
- 12.** Consideration, discussion, and possible action on a resolution to conduct a public hearing to consider amendment of Water and Wastewater Community Impact Fees as recommended by the Advisory Committee.  
*Submitted by: Pauline M. Gray, P.E., City Engineer*
- 13.** Consideration, discussion, and possible action on the approval to submit the FY2023 Project Improvement List to Capital Metro.  
*Submitted by: Pauline M. Gray, P.E., City Engineer*

- 14. Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Phase 2 Wastewater Collection System Improvement project.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 15. Consideration, discussion, and possible action on a statement of work for engineering services for the Manor Commercial Park Wastewater Collection System & Carriage Hills Lift Station #5 Improvements project.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 16. Consideration, discussion, and possible action on the 2022 Fall Inflow and Infiltration Report.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 17. Consideration, discussion, and possible action on an amendment to the Space Needs Assessment and Facilities Master Plan Contract with PGAL.**  
*Submitted by: Lydia Collins, Finance Director*
- 18. Consideration, discussion, and possible action on creating the City Facilities Design Committee; and appointing Mayor Harvey and two (2) City Councilmembers to the City Facilities Design Committee with City staff.**  
*Submitted by: Lydia Collins, Finance Director*
- 19. Consideration, discussion, and possible action on approving and authorizing the Scope of Work included in the Request for Proposals for City Branding and Ongoing Communications Services.**  
*Submitted by: Scott Jones, Economic Development Director*
- 20. Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas, repealing Ordinance No. 309.**  
*Submitted by: Scott Jones, Economic Development Director*

## **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 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Multi-Family Project Development Using Public Facility Corporations; and*
- *Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition 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**

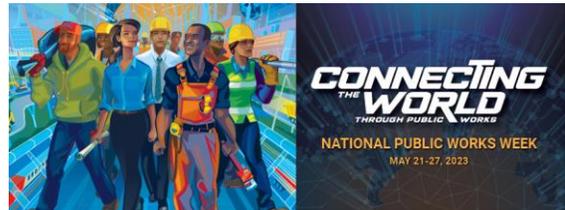
I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: Friday, May 12, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of the said meeting.

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/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](mailto:lalmaraz@manortx.gov)



# PROCLAMATION

**Whereas,** Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable resilient communities and to the public health, high quality of life, and well-being of the people of the City of Manor; and

**Whereas,** these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are water and wastewater operators, utility, street employees and management at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, streets and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

**Whereas,** it is in the public interest for citizens, civic leaders, and children in the City of Manor to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities.

**Now, Therefore,** I Dr. Christopher Harvey, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of May 21-27, 2023, as:

## “National Public Works Week”

in the City of Manor and I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, water and wastewater operators, utility, street employees and management to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**In Witness Whereof,** I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 17<sup>th</sup> day of May 2023.

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

*Applicant: Saavy ATX Realty LLC*

*Owner: Wenkai Chen*

### BACKGROUND/SUMMARY:

This is a narrow (40') but deep (250') lot on North Bastrop Street. Sometime in the 1980s, or possibly even 1950s, the 5 lots on West Lane Ave were broken up and the back 40' of each lot was sold to create this 40' x 250' lot. Its unique size and shape make it more challenging to develop but the applicant is seeking to rezone it from Single Family Suburban (SF-1) to Two-Family (TF) to be able to place a two-family building on the property. The lot meets the minimum lot size for a Two-Family lot, it's 10,000 sf while the minimum is 8,750 sf, however, the narrowness of the lot will require a variance when it is plated to the lot width and setbacks to make development feasible. These variances would be necessary even if the property remained zoned SF-1.

The Comprehensive Plan's Future Land Use Map has this general area as Community Mixed-Use which generally seeks higher densities, but given the character of the neighborhood and unique lot size, a two-family dwelling unit would be appropriate and achieve some of the goals of the Plan including LU2 – encourage a range of product types and lot sizes, ED14 – encourage diverse housing in terms of type and affordability to align with workforce needs, LU. A – encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect the gradual transition from urban to suburban to rural development, LU.B – promote more compact, higher density, well-connected development within appropriate infill locations, LU 1 – encourage innovative forms of compact, pedestrian-friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives, DU 11 – increase the development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

P&Z held a public hearing and discussed how the structure would impact surrounding homes, the use of the alley, and the architectural detailing. They wanted to see better renderings of the structure and the property owner agreed to provide those. They postponed action on this item (5-0) to their May 10<sup>th</sup> meeting.

This item was postponed for a second time at the May 10<sup>th</sup> P&Z as the applicant was still working with the architect on a rendering. If this item is not ready by June's P&Z it will be pulled and re-notified.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- Conceptual Layout
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

Staff recommends that the City Council leave the Public Hearing open until the June 21<sup>st</sup> Regular Meeting.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
			<b>X- postpone</b>

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**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO TWO FAMILY (TF); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from Single Family Suburban (SF-1) to zoning district Two-Family (TF). The Property is accordingly hereby rezoned to Two Family (TF).

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO.** \_\_\_\_\_

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**EXHIBIT “A”**

Property Address:

707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

The South forty (40) feet of Lots 6, 7, 8, 9 and 10, Block 1, A.E. Lane’s Addition to the Town of Manor, according to the map or plat thereof, recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

# Letter of Intent

March 12, 2023

City of Manor  
Development Services Department  
Attn: Mr. Scott Dunlop, Director  
105 E. Eggleston Street  
Manor, Texas 78653

Re: [707 BASTROP ST TX 78653](#)

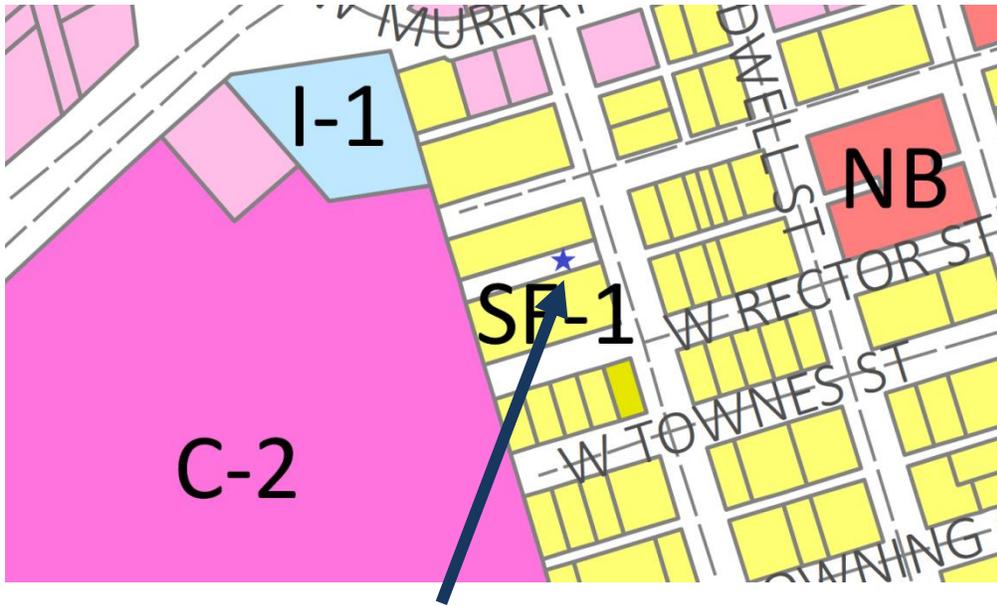
**Dear Mr. Dunlop,**

We are writing to you to zone the subject property to TF.

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.94 ft wide and 250 ft long, with a total of 9,986 sqft.

We are requesting to:

1. Zone it as TF (Two-Family) – currently it doesn't have zoning assigned ( per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)

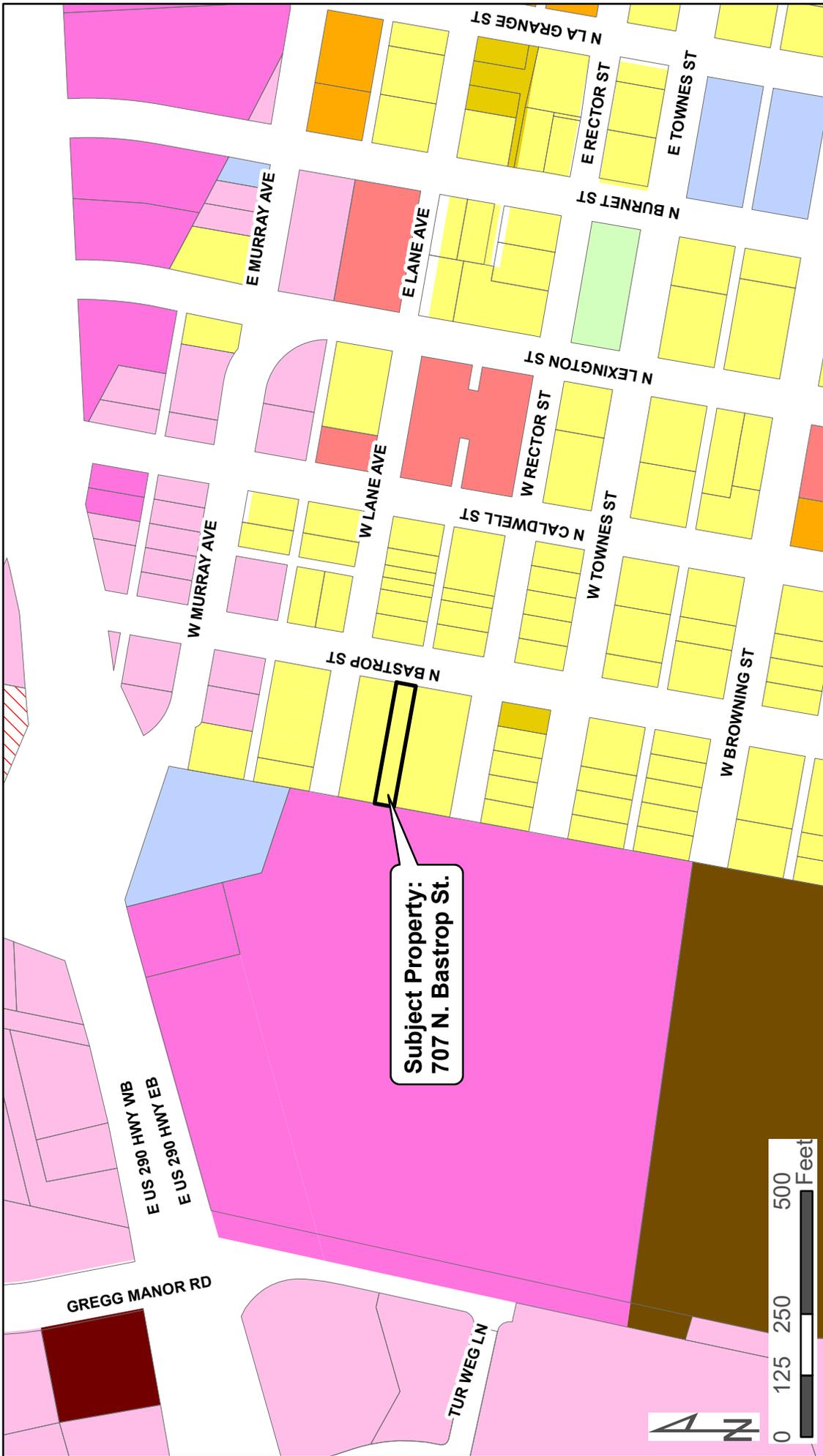
Please see below conceptual design of the proposed TF (duplex).



Please help to grant these requests and let me know if you have any questions.

Respectfully,

Katherine Chen  
Savvy ATX Realty



Subject Property:  
707 N. Bastrop St.



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	ETU

Item 1.

Current:  
Single Family Suburban (SF-1)

Proposed:  
Two-Family (TF)

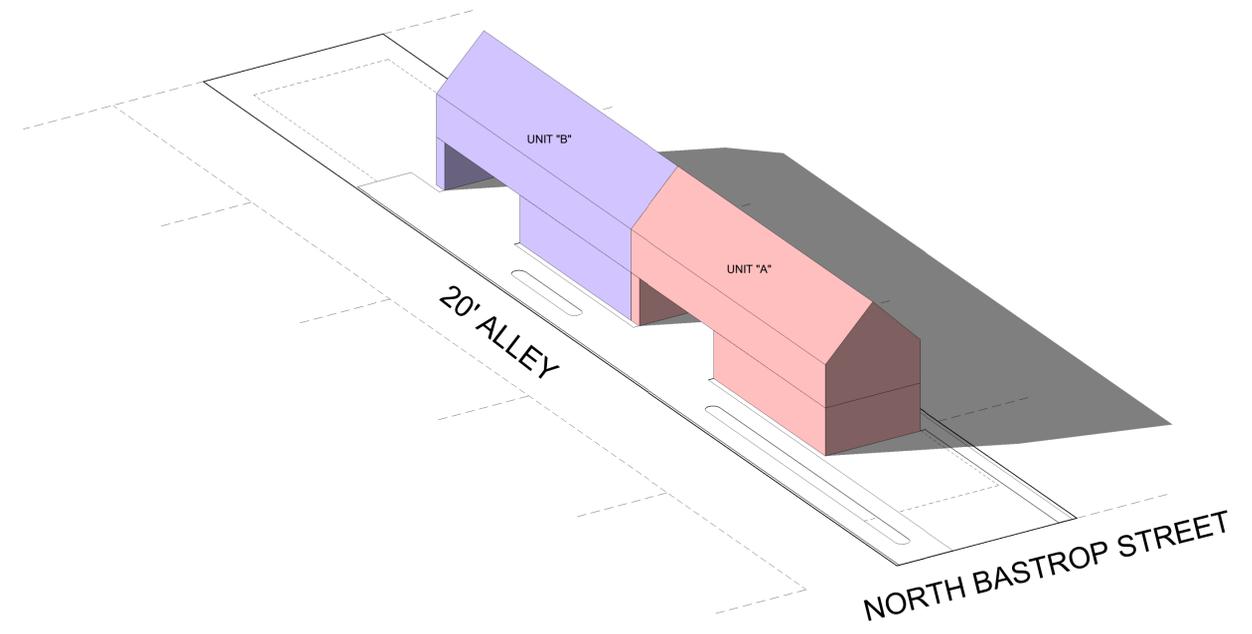


Untitled Map  
Write a description for your map.

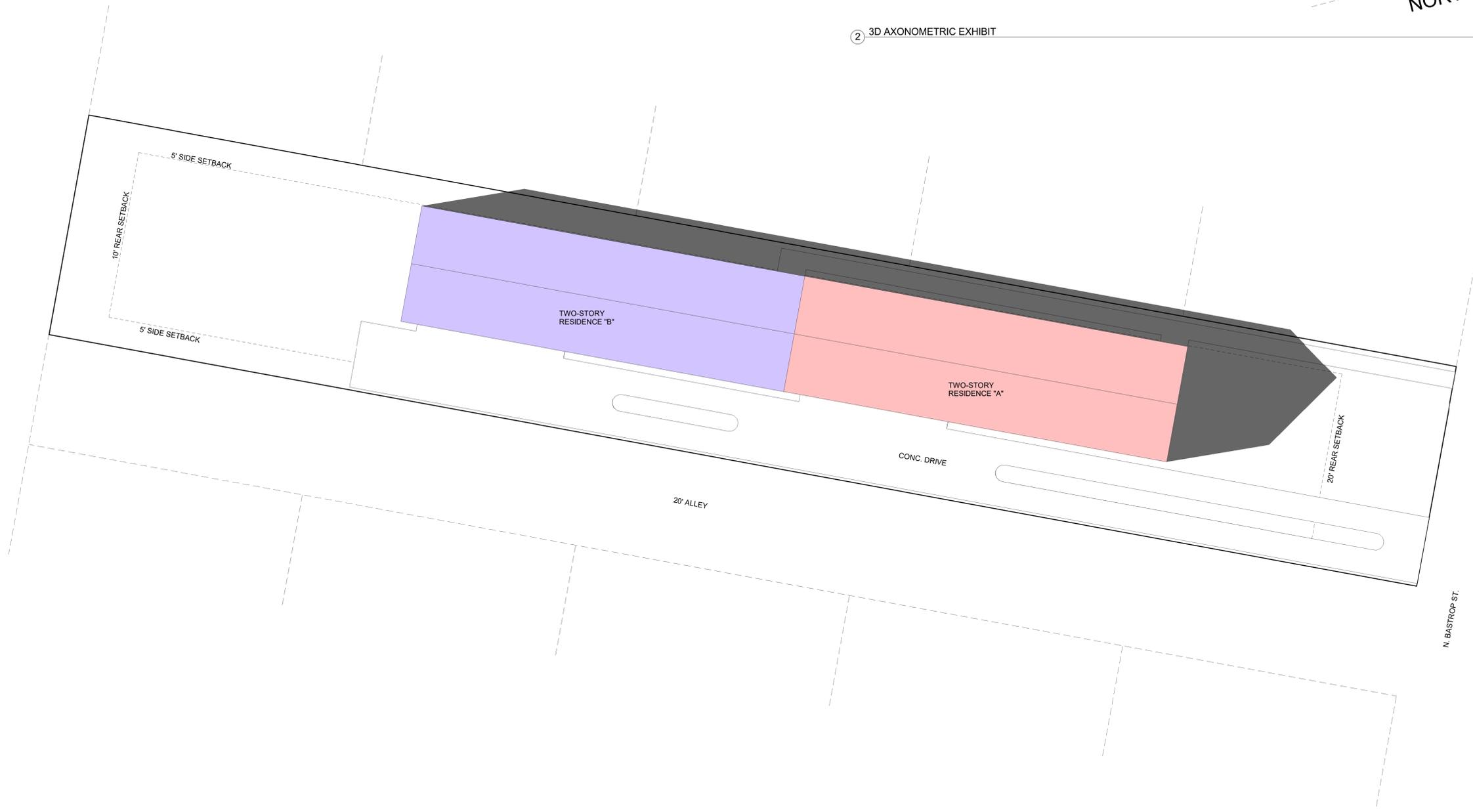
**Legend**

-  707 N Batrop Street Item 1.
-  CITY OF MANOR
-  Future Dental
-  MMURPHY

 707 N Batrop Street



2 3D AXONOMETRIC EXHIBIT



CONCEPT SITE PLAN INFORMATION:

LOT SIZE:	9,986 SF
BUILDING COVER:	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
TOTAL:	3,000 SF
PAVED AREA:	
DRIVEWAY:	2,131 SF
SIDEWALK:	382 SF
TOTAL:	2,513 SF
TOTAL IMPERVIOUS COVER:	5,513 SF
IMPERVIOUS COVER %:	55.2%
PRINCIPAL STRUCTURE %:	15%
PRINCIPAL/ACCESSORY %:	30%

1 SITE PLAN  
1" = 10'-0"

## COMMUNITY MIXED-USE

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

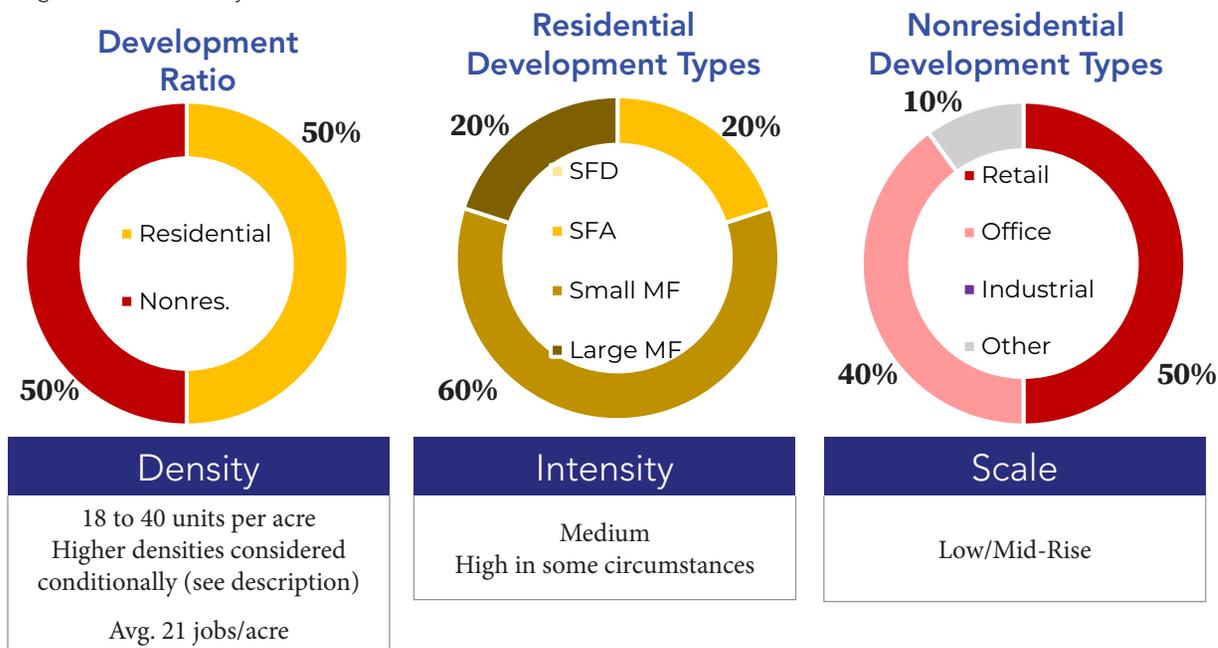
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ● ● ○ ○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	● ● ● ○ ○	
Small Multifamily (8-12 units)	● ● ● ○ ○	
Large Multifamily (12+ units)	● ● ● ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ● ●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	● ● ● ● ●	
Shopping Center, Neighborhood Scale	● ● ● ● ○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ○ ○ ○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
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.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF  
 Case Number: 2023-P-1523-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 707 Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

*Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY*

*Owner: Wenkai Chen*

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Subdivision 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.

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

CERON AMPARO PATRICIA C & MIGUEL  
ANEL CASTILLO MENDIETA  
305 W TOWNES ST  
MANOR TX 78653-2107

PAZ NAUL MAURICIO & ZOILA MORE  
1116 CANYON MAPLE RD  
PFLUGERVILLE TX 78660-5808

JASMIN SHAKESPEARE & LINDA  
PO BOX 455 MANOR TX 78653-0455

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

JACKSON BONNIE & VSYNTHIA  
LENA MCCOY  
PO BOX 985  
MANOR TX 78653-0985

GUERRERO JOSE  
& MAXIMINA CLEMENS  
307 W TOWNES ST  
MANOR TX 78653-2107

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

BARRS PHYLLIS Y & SANDRA V  
& S MCCARTHER LIFE ESTATE  
13604 HARRIS RIDGE BLVD UNIT A  
PFLUGERVILLE TX 78660-8892

TREJO GERARDO &  
JENNIFER I BARAHONA DE TREJO  
801 CALDWELL ST  
MANOR TX 78653-3318

RIVER CITY PARTNERS LTD  
501 E KOENIG LN  
AUSTIN TX 78751-1426

SHAW HUGHIE L & RUBY L  
8808 CINCH LN # 1060  
AUSTIN TX 78724-5011

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

ROBINSON WALTER L  
& CURTIS ROBINSON  
3608 EAGLES NEST ST  
ROUND ROCK TX 78665-1131

LUNA BENITA GONZALEZ  
802 N BASTROP ST  
MANOR TX 78653-5430

JOHNSON ONNIE MAE LIFE ESTATE  
PO BOX 228  
MANOR TX 78653-0228

MANOR INDEPENDENT SCHOOL  
DISTR DISTRICT  
PO BOX 359  
MANOR TX 78653-0359

TURMAN THOMAS M  
21609 UNION LEE CHURCH RD  
MANOR TX 78653-5329



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

*Applicant:* Henry Juarez  
*Owner:* Henry Juarez

**BACKGROUND/SUMMARY:**

This property was annexed on April 20<sup>th</sup>, 2016, and zoned Light Industrial (IN-1) also on April 20<sup>th</sup>, 2016. At the time the adjacent 40-acre property was zoned Light Industrial, and this 1-acre tract was intended to be a contractor’s shop for a plumbing company that occupies the site. The adjacent 40-acre tract was rezoned to Institutional Large (I-2) on September 1<sup>st</sup>, 2021, for the MISD K-8 Campus. The Comprehensive Plan has the majority of the portion of N. FM 973 south of Gregg Lane as Commercial Corridor or Community Mixed-Use, both which align with the uses in the requested Light Commercial C-1 zoning category.

P&Z voted 7-0 to recommend approval.

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

- Ordinance
- Letter of Intent
- Rezoning map
- Aerial Image
- Preliminary Site Layout
- FLUM
- Commercial Corridor Dashboard
- Community Mixed-Use Dashboard
- Notice and Mailing Labels

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council conduct a public hearing on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	X		

**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 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 property described in Exhibits "A" (the "Property"), from Light Industrial (IN-1) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 17<sup>th</sup> day of May 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of June 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**EXHIBIT "A"**

Property Address: 13500 N. FM 973 Manor, TX 78653

Property Legal Description:

1.069 acres of land more or less, being all of that certain 1.062 acres of land of the Greenbury Gates Survey No. 63, Travis County, Texas as conveyed to Michael and James Paclik Jr. by warranty deed recorded in Document Number 2013171610, Official Public Records, Travis County, Texas; more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap in the west right-of-way of F.M. 973 at the S.E. corner of that certain 1.062 acres of land recorded in Document Number 2013171610, Official Public Records, Travis County, Texas; for the S.E. corner hereof, from which point a spindle found on the east right-of-way of F.M. 973 bears S 58° 26' 39" E at a distance of 40.44 feet;

THENCE N 62° 05' 04" W for a distance of 189.74 feet to a ½" iron rod found for the S.W. corner hereof;

THENCE N 28° 08' 03" E for a distance of 247.31 feet to a ½" iron rod found for the N.W. corner hereof;

THENCE S 61° 39' 20" E for a distance of 188.00 feet to an iron rod with cap found on the west right-of-way of F.M. 973 for the N.E. corner hereof;

THENCE S 27° 43' 45" W along the west right-of-way of F.M. 973 for a distance of 245.90 feet to the POINT OF BEGINNING, containing 1.069 acres of land, more or less.

April 10, 2023

City Of Manor  
Development Services Department  
Attn: Mr. Scott Dunlop, Director  
105 E. Eggleston Street  
Manor, Texas 78653

RE: Letter of Intent  
Rezoning Request – 13500 FM 973

Dear Mr. Dunlop,

Please accept this Letter of Intent for a Rezoning Request for the subject property located at 13500 FM 973 in Manor, Texas 78653. The TCAD Parcel Property ID is 786707, is 1.069 acres in size, and is legally described as Abstract 315 Survey 63 Gates G Acreage 1.0690 in Travis County, Texas.

The property is currently zoned IN-1 and we are requesting to change to C-1. The property is current in use as a plumbing company. The property owner wants to remove the existing building and construct a new building with parking for restaurant use.

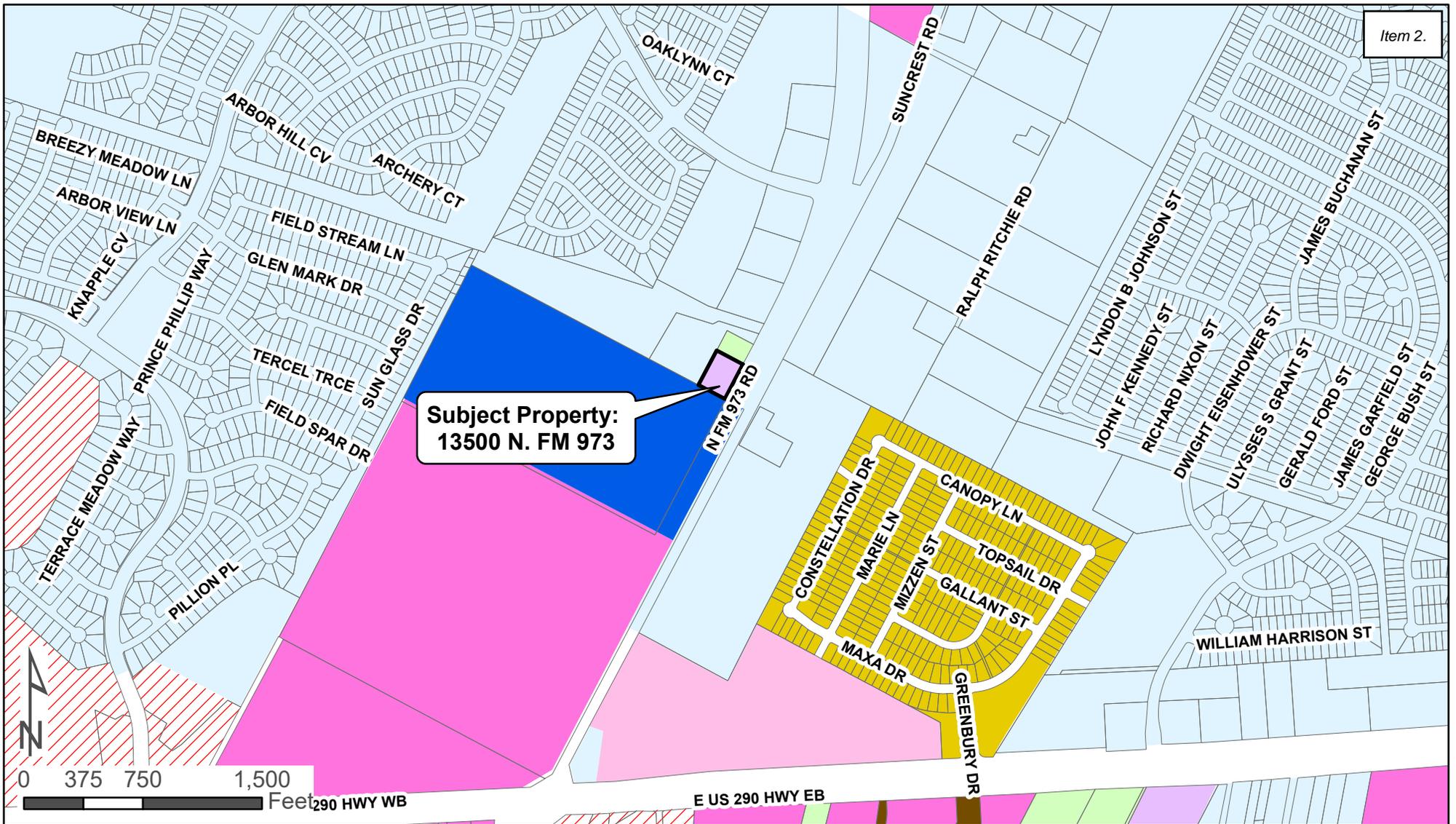
The property is on the border between Public/Semi-Public, Mixed-Density Neighborhood, and Commercial Corridor future land use as per the City's Comprehensive Plan 2050. The proposed restaurant development will follow City of Manor's vision and guidelines for development in that area and will be complementary to the existing and future neighborhoods.

Please feel free to contact me at (512) 576-4399 or at [juarezje@gmail.com](mailto:juarezje@gmail.com) if you have any questions or require additional information.

Respectfully submitted,



Henry Juarez  
Development Consultant



Current:  
Light Industrial (IN-1)

Proposed:  
Light Commercial (C-1)

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

# 13500 FM 973

Write a description for your map.

## Legend

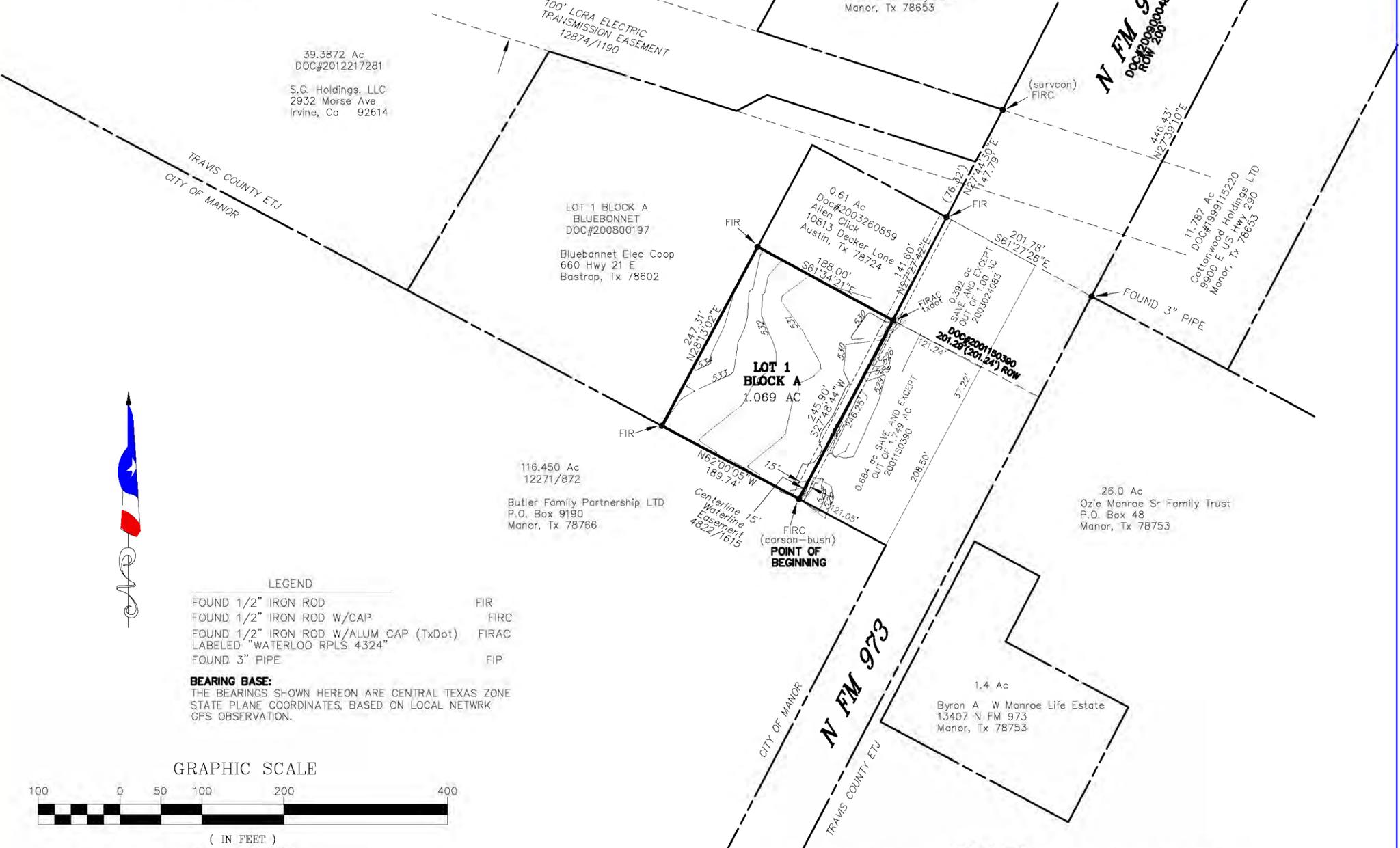
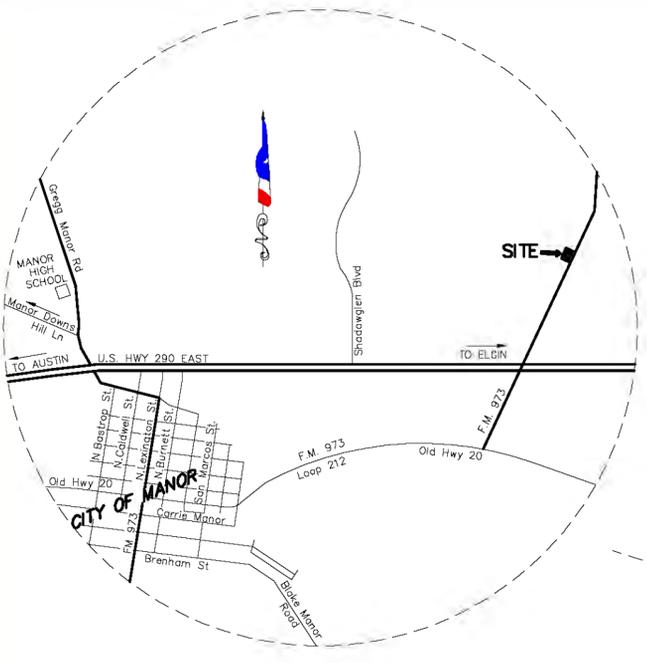
-  13500 FM973 Item 2.
-  Feature 1
-  JM Plumbing, Inc. MLS#40335



Cobblestone Bookkeeping Services

13500 FM 973 JM Plumbing, Inc. MLS#40335

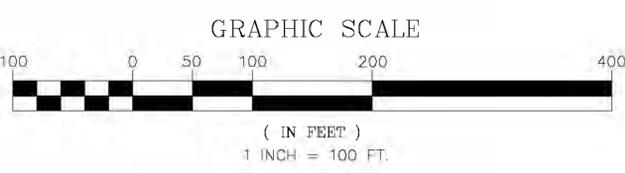
# PRELIMINARY PLAN MIRELES PARK



**LEGEND**

FOUND 1/2" IRON ROD	FIR
FOUND 1/2" IRON ROD W/CAP	FIRC
FOUND 1/2" IRON ROD w/ALUM CAP (TxDot)	FIRAC
LABELLED "WATERLOO RPLS 4324"	FIP
FOUND 3" PIPE	FIP

**BEARING BASE:**  
THE BEARINGS SHOWN HEREON ARE CENTRAL TEXAS ZONE STATE PLANE COORDINATES, BASED ON LOCAL NETWORK GPS OBSERVATION.



**FIELD NOTES**  
BEING 1.069 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS, AND BEING THAT SAME 1.069 ACRES CONVEYED TO JULIO C. MIRELES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013171610, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. FOR WHICH A MORE PARTICULAR DESCRIPTIONS BY METES AND BOUNDS IS AS FOLLOWS.

BEGINNING at an iron rod found with cap(carson/bush) in the west right of way of N FM 973 at the SE corner of that certain 1.069 acre of land described in Document No. 2013171610, Official Public Records, Travis County, Texas, same being the north line of a 116.45 acre tract conveyed to Butler Family Partnership, LTD., by deed recorded in Volume 12271, Page 875, Real Property Records, for the SE corner hereof;

THENCE N62°00'05"W for a distance of 189.74 feet to a 1/2" iron rod found at the SE corner of Lot 1, Block A, Bluebonnet, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200800197, Official Public Records, for the SE corner hereof;

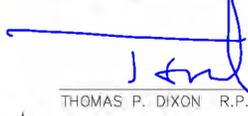
THENCE N28°13'02"E along the NW line hereof for a distance of 247.31 feet to a 1/2" iron rod found at the SW corner of a 0.61 acre tract conveyed to Allen Click by deed recorded in Document No. 2003260859, Official Public Records, for the NW corner hereof;

THENCE S61°34'21"E for a distance of 188.00 feet to a 1/2" iron rod with aluminum cap(txdat) found in the west line of N FM 973 at the SE corner of said Click tract, for the NE corner hereof;

THENCE S27°48'44"W along the west ROW of N FM 973 for a distance of 245.90 feet to the POINT OF BEGINNING of this tract, containing 1.069 acres of land, more or less.

**Surveyors Certification**  
I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF THE TRAVIS COUNTY SUBDIVISION ORDINANCE, AMENDED, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION, ON THE GROUND, MARCH 2, 2017.

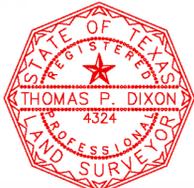
NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL NO. 48453C0485H, EFFECTIVE DATE OF SEPTEMBER 26, 2008.

  
THOMAS P. DIXON R.P.L.S. #4324 DATE 3/24/2017

**OWNER:**  
JULIO C. MIRELES  
13500 N FM 973  
MANOR, TEXAS 78653

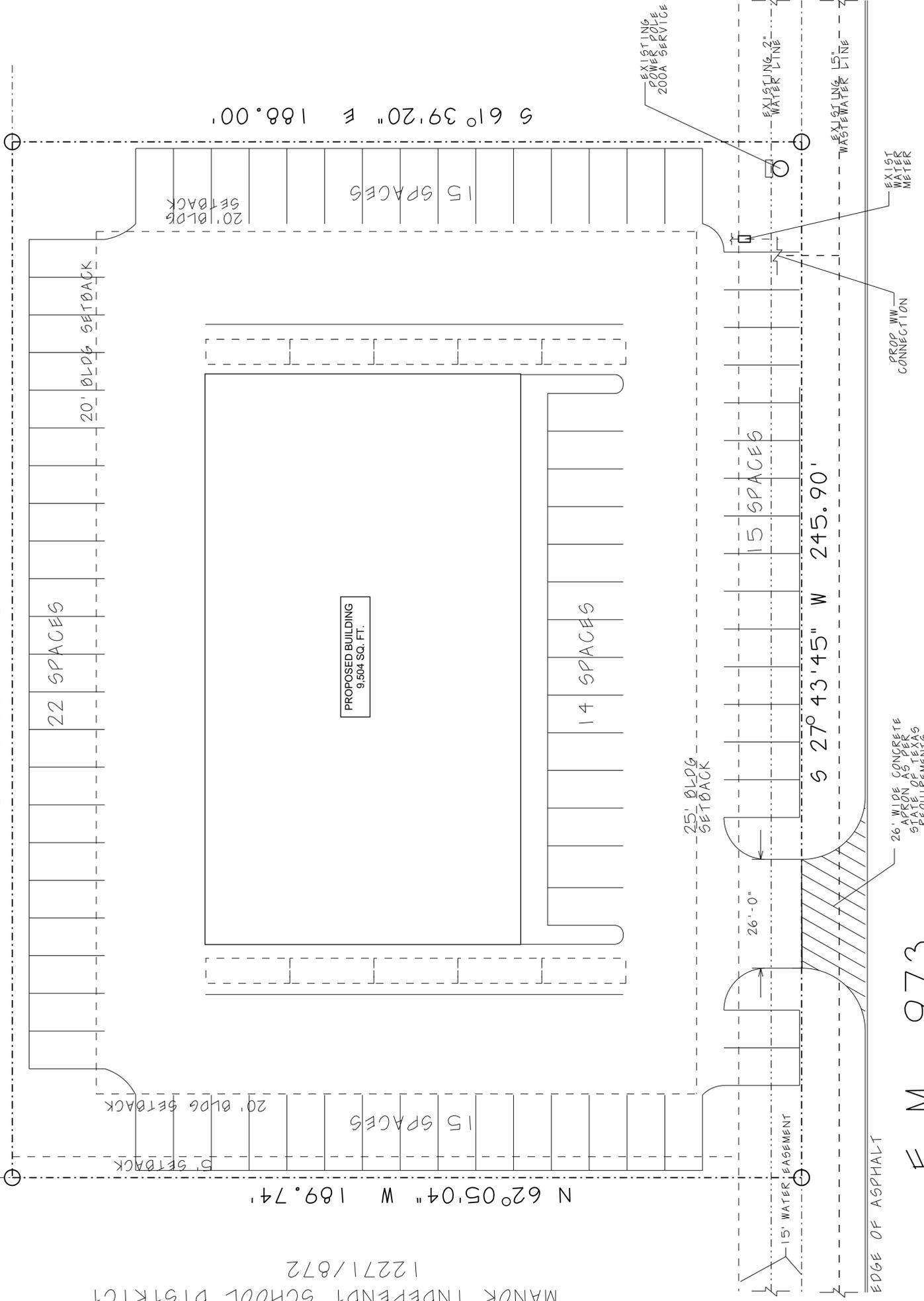
**LEGAL DESCRIPTION:**  
BEING 1.069 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS.(ETJ MANOR)  
ACRES: 1.0692 ACRES, MORE OR LESS  
PROPOSED 1 COMMERCIAL LOT  
PREPARATION DATE: MARCH 23, 2017

WATERLOO SURVEYORS INC.  
P.O. BOX 160176  
AUSTIN, TEXAS 78716-0176  
Phone: 512-481-9602  
www.waterloosurveyors.com  
FIRM# 10124400



BLUEBONNET ELECTRIC COOPERATIVE INC.

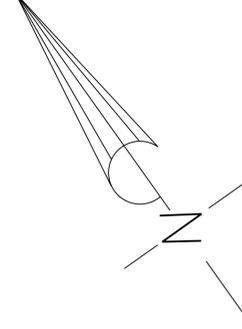
N 28° 08' 03" E 247.31'



MANOR INDEPENDT SCHOOL DISTRICT  
12271/872

F.M. 973

EDGE OF ASPHALT



ALLEN GLICK  
DOC# 2003260859

**LEGAL DESCRIPTION**

1.069 ACRES OF LAND, MORE OR LESS,  
BEING ALL OF THAT CERTAIN 1.062 ACRES  
OF LAND CONVEYED TO MICHAEL JAMES PACUK,  
BY WARRANTY DEED RECORDED IN DOCUMENT  
NUMBER 2013171610, DEED RECORDS TRAVIS COUNTY

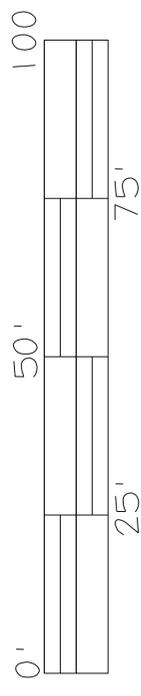
ABS 315 SUR 63 GATES 6  
ACR - 1.0690 AC

PROPERTY ID: 786707

**OWNER:** JULIO G. MIRELES  
13500 N. FM 973  
MANOR, TEXAS 78753  
\*512\* 775-0773

**PROJECT INFORMATION:**

LOT SIZE = 1.0690 ACR = 46,565.14 SQ.FT.  
PROPOSED BUILDING = 9,504 SQ.FT.  
PROPOSED BUILDING COVERAGE = 10.7 %  
PROPOSED PARKING/DRIVE = 50.FT.  
TOTAL PROPOSED IMPERVIOUS COVER = 50.FT.  
PROPOSED IMPERVIOUS COVER = %



**SITE PLAN**

SCALE: 1" = 30'-0"

REVISIONS:

DATE DESCRIPTION

**LG Architecture**  
Luis Garcia, Architect  
(512) 784-6467  
Austin, Texas

Manor, Texas

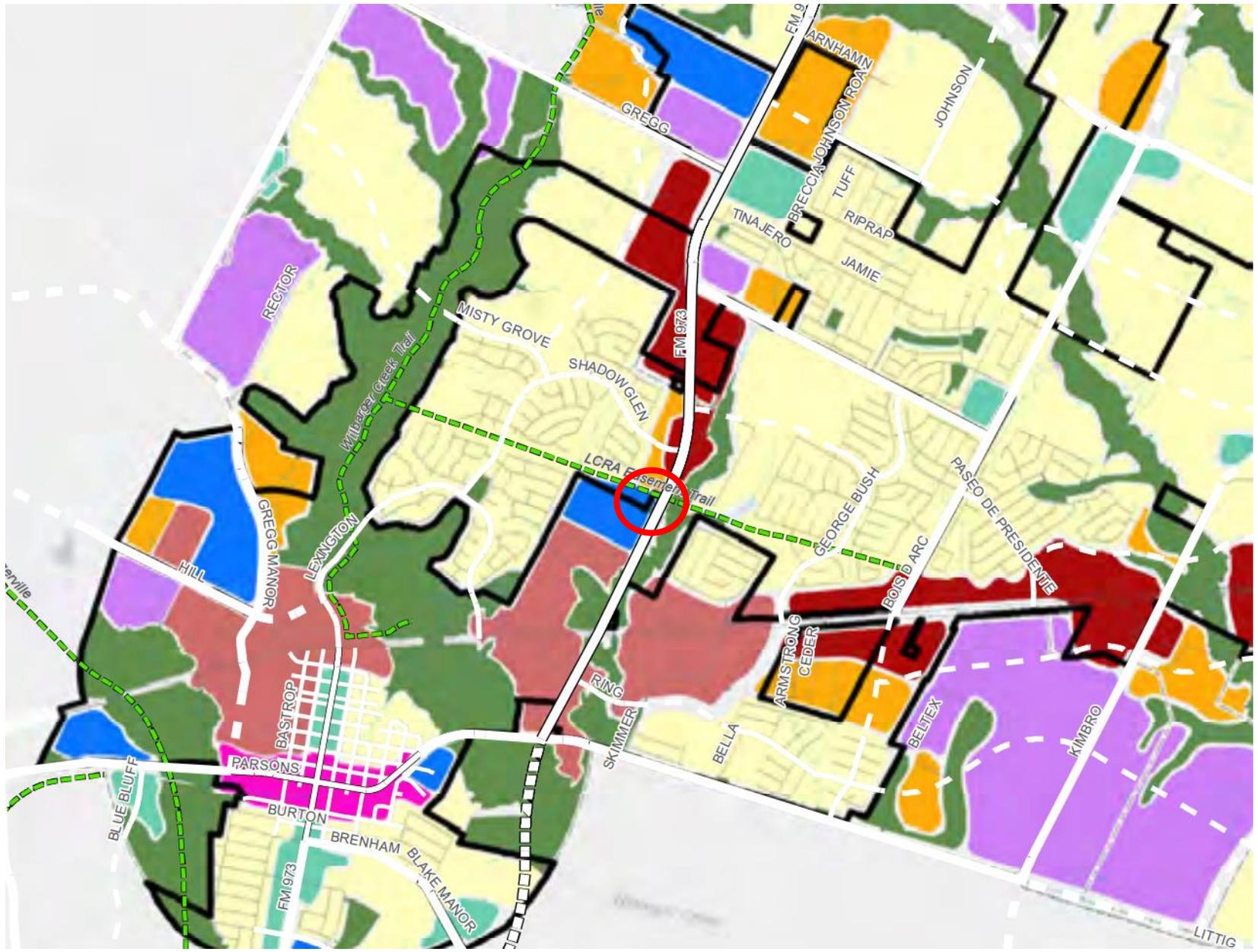
13500 N.FM 973

SHEET NAME:

Site Plan

SHEET NUMBER:

SP 1-0



## COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

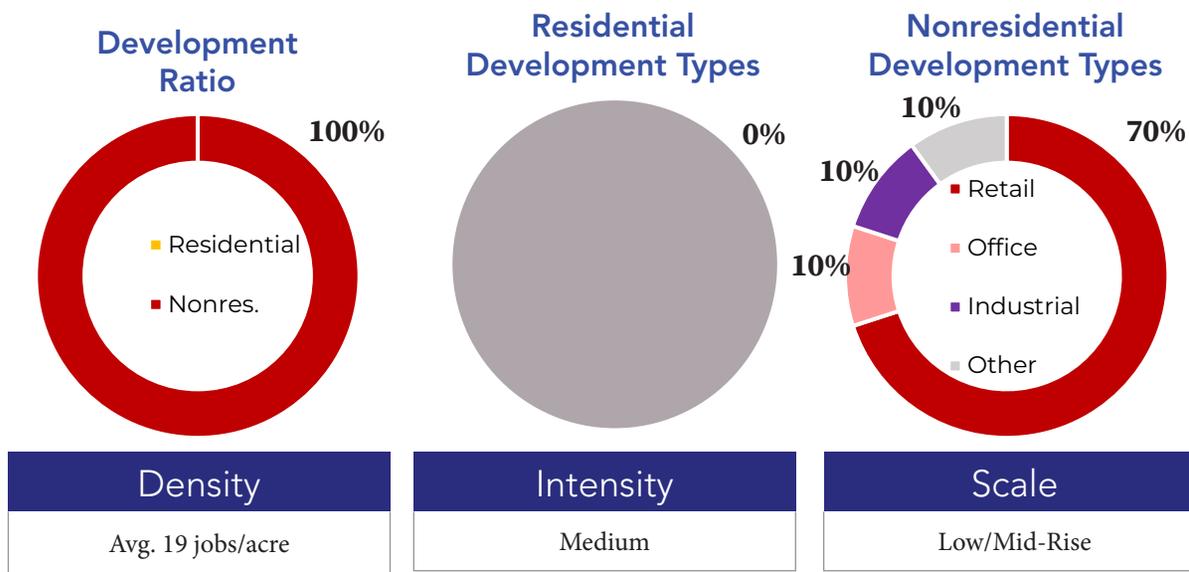
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

## COMMUNITY MIXED-USE

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

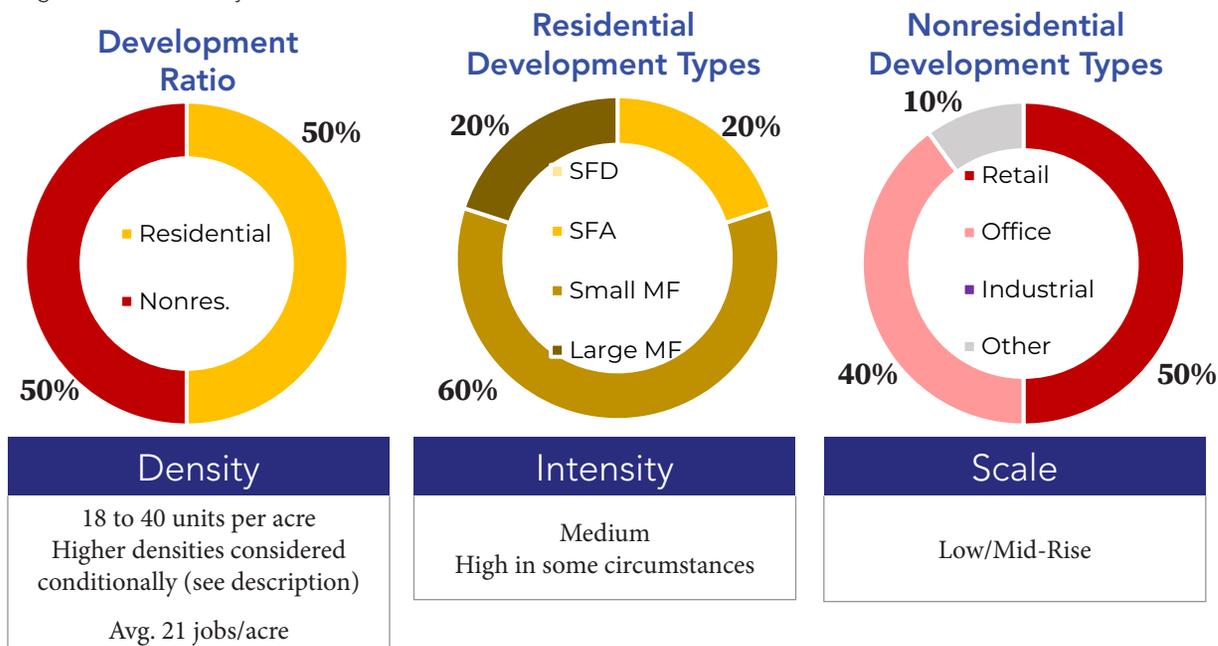
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●●●○○	
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	●●●●●	
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●●●○	
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
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.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.



4/26/2023

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 13500 FM 973 Rezoning IN-1 to C-1  
 Case Number: 2023-P-1534-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for one lot out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).**

***Applicant: LIQUE Engineers***  
***Owner: Rapid Express Car Wash***

The Planning and Zoning Commission will meet at 6:30PM on May 10, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 17, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

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

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

Board of Trustees of The Manor ISD  
PO Box 9190  
Austin, TX 78766-9190

Bluebonnet Electric Cooperative Inc  
650 Highway 21 E  
Bastrop, TX 78602-5864

SG Land Holdings LLC  
2646 Dupont Dr Suite 60 PMB 520  
Irvine, CA 92612-7651

Cottonwood Holdings LTD  
9900 US Highway 290 E  
Manor, TX 78653-9720

Click Allen  
10813 Decker Lane  
Austin, TX 78724-1017

Cottonwood Holdings LTD  
9900 US Highway 290 E  
Manor, TX 78653-9720



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of May 3, 2023, City Council Regular Meeting.

**BACKGROUND/SUMMARY:**

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

- May 3, 2023, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the City Council Minutes of the May 3, 2023, City Council Regular Meeting.

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
MAY 3, 2023**

**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  
Lydia Collins, Finance Director  
Ryan Phipps, Chief of Police  
Denver Collins, Assistant Chief of Police  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Veronica Rivera, Assistant City Attorney  
Chasem Creed, IT Technician

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:03 p.m. on Wednesday, May 3, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## INVOCATION

Pastor Andy Anderson Park Springs Baptist Church gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PROCLAMATIONS

### A. Declaring the month of May, as *“Mental Health Awareness Month”*

Mayor Harvey read and presented the Proclamation to Mayra Hernandez, Director of The Whole Child Community Partnership and Engagement with Manor ISD. She invited everyone to attend the Healing & Connection Event on May 18, 2023, from 5:30 p.m. to 8:00 p.m. at Manor Senior High School. Superintendent Dr. Robert Sormani thanked the city for its partnership with Manor ISD and scholars.

### B. Declaring the week of May 14 – May 20, 2023, as *“Police Week”*

Mayor Harvey read and presented the Proclamation to Chief of Police Phipps and Manor Police staff. Mayor Harvey thanked the Police Department for all their hard work.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and disagreement with Agenda Items 15,16, and 18.

No one else appeared at this time.

## PRESENTATIONS

### A. City of Manor Facility Needs Assessment, presented by PGAL.

Cris Ruebush with PGAL discussed and presented the attached PowerPoint Presentation.

The discussion of topics:

- Existing City Facilities
- Population Benchmarks
- Space Standards
- Space Needs Projection
- Staff Projection Summary
- Square Footage Summary
- Proposed Projects
- New Police Headquarters

- New City Hall
- New City Warehouse
- New Library
- New Recreation Center

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

At the direction of Mayor Harvey, Public Hearing No. 1 and Regular Agenda Item No. 10 were pulled from the agenda and not considered.

## **PUBLIC HEARINGS**

- 1. Conduct a public hearing on an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

Item Pulled

At the direction of Mayor Harvey, Items No's 16 and 17 were moved to the Consent Agenda.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Hill, to add Regular Agenda Item No's 16 and 17 to the Consent Agenda.

There was no further discussion.

**Motion to approve carried 7-0**

## **CONSENT AGENDA**

- 2. Consideration, discussion, and possible action to approve the City Council Minutes.**
  - April 19, 2023, City Council Workshop; and
  - April 19, 2023, City Council Regular Meeting
- 3. Consideration, discussion, and possible action on a Declaration of Public Water Quality Easement for the Shadowglen Subdivision being 0.057 acres.**
- 4. Consideration, discussion, and possible action on a Declaration of Drainage Easement for the Shadowglen Subdivision being 0.018 acres.**
- 5. Consideration, discussion, and possible action on a Drainage Easement on Lot 12, Block C, Wildhorse Creek Commercial being 0.281 acres.**

6. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).

Ordinance No. 699: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Light Industrial (IN-1); Making Findings of Fact; and Providing for Related Matters.

7. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

Ordinance No. 700: An Ordinance of the City of Manor, Texas Annexing 2.942 Acres of Land, More or Less Located in Travis County, Including Right-Of-Way Into the Corporate Limits of the City, at the Request of the Property Owner; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

8. **Second and Final Reading:** Consideration, discussion, and possible action on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

Ordinance No. 701: An Ordinance of the City of Manor, Texas Annexing 2.855 Acres of Land, More or Less Located in Travis County, Including Right-of-Way Into the Corporate Limits of the City, at the Request of the Property Owner; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

9. Consideration, discussion, and possible action to ratify, confirm, and approve joining the Texas Attorney General's global opioid settlement with Allergan, CVS, Walgreens, and Walmart the City Manager's execution of Settlement Participation Forms; and authorize the City Manager to execute any and all additional necessary documents.

16. Consideration, discussion, and possible action on a Professional Services Agreement between the City of Manor and Grant Development Services.

17. Consideration, discussion, and possible action on the Purchase Agreement with Stuart D. Dimond and Madeleine R. Dimond for a wastewater easement with a temporary construction easement.

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

There was no further discussion.

**Motion to approve carried 7-0**

At the Direction of Mayor Harvey Items No's 18 and 19 were conducted next.

**REGULAR AGENDA**

**10. First Reading: Consideration, discussion, and possible action on an ordinance annexing 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

*Submitted by: Scott Dunlop, Development Services Director*

Item Pulled

**18. Consideration, discussion, and possible action on allocating funds for Our Community Salutes Program within the City of Manor.**

The city staff recommended that the City Council approve the allocation of funds from the Community Programs Fund not to exceed \$15,000 and direct the City Administration to include the program as a yearly city event for the City of Manor.

City Manager Moore and Mayor Pro Tem Emily Hill discussed the proposed event program.

Discussion was held regarding the description of the program.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve the allocation of funds from the Community Programs Fund not to exceed \$15,000 and direct the City Administration to include the program as a yearly city event for the City of Manor.

There was no further discussion.

**Motion to approve carried 7-0**

**19. Consideration, discussion, and possible action on allocating funds for the Summer Library Program within the City of Manor.**

The city staff recommended that the City Council direct the Administration to utilize the Community Program account to fund the 2023 Summer Library Program in an amount not to exceed \$61,000.

Mayor Harvey discussed the proposed Summer Library Program for the community.

Kathryn Pew, Lead Librarian from Manor ISD, discussed the benefits of the Summer Library Program and program schedules. She thanked the Council and City for all their support.

Discussion was held regarding the proposed time schedule.

Discussion was held regarding the clarification of the Program for Manor ISD students.

Discussion was held regarding the involvement of the subdivision within the Metro Park area.

Discussion was held regarding proposed courses and activities that could be provided in the summer program.

Discussion was held regarding volunteer opportunities.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to direct the Administration to utilize the Community Program account to fund the 2023 Summer Library Program in an amount not to exceed \$61,000.

Assistant City Attorney Rivera clarified that an Interlocal Agreement would possibly be needed with the school district to allocate funds.

There was no further discussion.

**Motion to approve carried 6-1 (Mayor Harvey voted against)**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:05 p.m. on Wednesday, May 3, 2023, 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 *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the CCN Release and exchange of ETJ with City of Austin on property located on Blue Bluff Road; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Multi-Family Project Development Using Public Facility Corporations; and Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property.* at 8:05 p.m. on Wednesday, May 3, 2023.

The Executive Session was adjourned at 9:31 p.m. on Wednesday, May 3, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 9:31 p.m. on Wednesday, May 3, 2023.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill, to direct staff to move forward with the purchase of the three (3) tracts discussed in the Executive Session.

There was no further discussion.

**Motion to approve carried 7-0**

## **REGULAR AGENDA**

### **11. Consideration, discussion, and possible action on a Resolution accepting the petition to create the Mustang Valley Public Improvement District (PID) and setting a public hearing to consider the creation of the Mustang Valley PID.**

The city staff recommended that the City Council approve Resolution No. 2023-13 accepting the petition to create the Mustang Valley Public Improvement District (PID) and setting a public hearing to consider the creation of the Mustang Valley PID.

Assistant City Attorney Rivera discussed the proposed Resolution accepting the petition to create the Mustang Valley PID.

Mr. Patrick Murphy with KB Homes discussed the proposed development for safety turn lanes and improvements to the water line extensions and parks.

Resolution No. 2023-13: A Resolution of The City Council of The City of Manor, Texas Accepting a Petition for Creation of The Mustang Valley Public Improvement District; Setting a Public Hearing Under Sec. 372.009 of the Texas Local Government Code on the Advisability of the Creation of the Mustang Valley Public Improvement District Within the City of Manor, Texas; and Authorizing the Issuance of Notice by the City Secretary of Manor, Texas Regarding the Public Hearing.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill, to approve Resolution No. 2023-13 accepting the petition to create the Mustang Valley Public Improvement District (PID) and setting a public hearing to consider the creation of the Mustang Valley PID.

There was no further discussion.

**Motion to approve carried 7-0**

### **12. Consideration, discussion and possible action on the City of Manor, Texas Deposit Agreement Proposed Public Improvement District Mustang Valley PID.**

The city staff recommended that the City Council approve the City of Manor, Texas Deposit Agreement Proposed Public Improvement District Mustang Valley PID.

Assistant City Attorney Rivera discussed the proposed Deposit Agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the City of Manor, Texas Deposit Agreement Proposed Public Improvement District Mustang Valley PID.

There was no further discussion.

**Motion to approve carried 7-0**

**13. Consideration, discussion, and possible action on the approval to submit a Project Information Form (PIF) to the Texas Water Development Board (TWDB) to be included in the initial Project Priority List for State Fiscal Year (SFY) 2023 for appropriated funds through the Drinking Water State Revolving Fund (DWSRF) for Lead Service Line Replacement (LSLR) projects.**

The city staff recommendation was that the City Council approve the proposed completion and submission of a PIF to the TWDB to be included in the initial Project Priority List of SFY 2023.

Mr. Justin Clinger with GBA discussed the proposed completion and submission of a PIF to the TWDB to be included in the initial Project Priority List of SFY 2023.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve the proposed completion and submission of a PIF to the TWDB to be included in the initial Project Priority List of SFY 2023.

There was no further discussion.

**Motion to approve carried 7-0**

**14. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.**

The city staff recommendation was that the City Council discuss an amendment to Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.

Development Services Director Dunlop discussed the proposed ordinance and restrictions.

Discussion was held regarding whether existing vendors would be grandfathered.

Discussion was held regarding new variance requirements for new vendors.

Discussion was held regarding the option of amending the ordinance at any time.

Ordinance No. 702: An Ordinance of the City of Manor, Texas, Amending the Code of Ordinances of the City of Manor, Texas by Adding Section 4.02.002 and 4.02.003 to Chapter 4, Article 4.02, Alcoholic Beverages, Establishing Regulations Regarding the Sale of Alcoholic Beverages Near a Church, Public School, or Public Hospital; Providing for a Severability, Savings, Open Meetings and Effective Date Clauses; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill, to approve an ordinance amending the Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages. the item to the May 17<sup>th</sup> Council meeting.

There was no further discussion.

**Motion to approve carried 4-3**  
**(Council Members Amezcua, Weir, and Deja Hill voted against)**

**15. Second and Final Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Definition of Hospital Services; Modify the Residential Land Use Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify the Residential Land Use Conditions Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts Relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Development Standards Relating to Maximum Dwelling Units; Modify Non-Residential and Mixed-Use Development Standards Table Notes Relating to Alley Within the Historic District; Modify Accessory Structures Relating to Gross Floor Area; Modify Architectural Standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial Uses; Modify Procedures Relating to Planned Unit Development (PUD) Uses; Modify Procedures Relating to a Final Site Plan; and Modify Procedures Relating to Amendments to the Comprehensive Plan.**

Development Services Director Dunlop discussed the proposed zoning ordinance.

Discussion was held regarding a current state bill for the city's restrictions on development regulations.

Ordinance No. 703: An Ordinance of the City of Manor, Amending Chapter 14, Zoning, of the Code of Ordinances of the City of Manor, Texas, by Providing for the Amendment of Definitions; Residential Land Use Table; Residential Land Use Conditions; Amending Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts; Non-Residential and Mixed-Use Land Use Conditions; Non-Residential And Mixed-Use Development Standards; Amending Non-Residential and Mixed-Use Development Standards Table Notes; Accessory Structures; Architectural Standards; And Procedures; Providing for a Severability, Providing Savings, Open Meetings, and Effective Date Clauses; and Providing For Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill, to approve Ordinance No. 703 amending Chapter 14 Zoning of the Manor Code of Ordinances.

There was no further discussion.

**Motion to approve carried 5-2 (Council Members Amezcua and Weir voted against)**

**20. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 25,924 Square Foot Wastewater Easement and a 25,928 Square Foot Temporary Construction Easement (both as described in Exhibit "x1") from that 17.37 Acre Tract conveyed by Warranty Deed to Joseph Murphy Coffey and recorded at Document Number 2022063845 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**

The city staff recommendation was that the City Council approve Resolution No. 2023-14.

Assistant City Attorney Rivera discussed the proposed Resolution.

Resolution No. 2023-14: A Resolution of The City Council of The City of Manor Texas Finding Public Convenience and Necessity and Authorizing Eminent Domain Proceedings, if Necessary, for Acquisition of a Permanent Wastewater Line Easement Over A 25,924 Square Foot Parcel of Land and a Temporary Construction Easement Over a 25,928 Square Foot Parcel of Land, Both Parcels Being Out of and a Part of a Called 17.37 Acre Tract of Land Situated in Travis County, Texas, Described in a Warranty Deed to Joseph Murphy Coffey, Recorded in Document No. 2022063845 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and Establishing an Effective Date; and Finding and Determining That the Meeting at Which This Resolution is Passed Was Noticed and is Open to the Public as Required by Law.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve Resolution No. 2023-14 as follows "I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 25,924 square feet and a temporary construction easement of 25,928 square feet from the property owned by Joseph Coffey and described in Agenda Item (20) for the public use of constructing and operating wastewater lines and infrastructure improvements."

There was no further discussion.

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

**21. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 10,968 Square Foot Wastewater Easement and a 11,145 Square Foot Temporary Construction Easement (both as described in Exhibit "x2") from that 10.068 Acre Tract conveyed by Warranty Deed to RMJ Investments, Ltd. and recorded at Document Number 2012027002 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**

The city staff recommendation was that the City Council approve Resolution No. 2023-15.

Assistant City Attorney Rivera discussed the proposed Resolution.

Resolution No. 2023-15: A Resolution of the City Council of the City of Manor Texas Finding Public Convenience and Necessity and Authorizing Eminent Domain Proceedings, if Necessary, for Acquisition of a Permanent Wastewater Line Easement Over a 10,968 Square Foot Parcel of Land And a Temporary Construction Easement Over a 11,145 Square Foot Parcel of Land, Both Parcels Being Out of and a Part of a Called 10.068 Acre Tract of Land Situated in Travis County, Texas, Described in a Warranty Deed To RMJ Investments, Ltd., a Texas Limited Partnership, Recorded in Document No. 2012027002, of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and Establishing an Effective Date; and Finding and Determining That the Meeting at Which This Resolution is Passed was Noticed and is Open to the Public as Required by Law.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve Resolution No. 2023-15 as follows "I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 10,968 square feet and a temporary construction easement of 11,145 square feet from the property owned by RMJ Investments, Ltd. and described in Agenda Item (21) for the public use of constructing and operating wastewater lines and infrastructure improvements."

There was no further discussion.

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

**22. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 11,133 Square Foot Wastewater Easement and a 12,170 Square Foot Temporary Construction Easement (both as described in Exhibit “x3”) from that 19.000 Acre Tract conveyed by Warranty Deed to Benny Paul Mark Gundy and recorded at Document Number 2009017772 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**

The city staff recommendation was that the City Council approve Resolution No. 2023-16.

Assistant City Attorney Rivera discussed the proposed Resolution.

Resolution No. 2023-16: A Resolution of the City Council of The City of Manor Texas Finding Public Convenience and Necessity and Authorizing Eminent Domain Proceedings, if Necessary, for Acquisition of a Permanent Wastewater Line Easement Over a 11,133 Square Foot Parcel of Land And a Temporary Construction Easement Over a 12,170 Square Foot Parcel of Land, Both Parcels Being Out of and a Part of a Called 19.000 Acre Tract of Land Situated in Travis County, Texas, Described in a Warranty Deed to Benny Paul Mark Gundy, Recorded in Document No. 2009017772 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and Establishing an Effective Date; and Finding and Determining That the Meeting at Which This Resolution is Passed was Noticed and is Open to the Public as Required By Law.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Moreno, to approve Resolution No. 2023-16 as follows "I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 11,133 square feet and a temporary construction easement of 12,170 square feet from the property owned by Benny Paul Mark Gundy and described in Agenda Item (22) for the public use of constructing and operating wastewater lines and infrastructure improvements."

There was no further discussion.

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

**23. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity And Authorizing The Use of Eminent Domain To Condemn If Necessary a 4,399 Square Foot Wastewater Easement and a 4,401 Square Foot Temporary Construction Easement (both as described in Exhibit “x4”) from that 12.334 Acre Tract conveyed by Warranty Deed to Michael Edward Swier and Crista Marie Swier, Trustees of the Layla Trust, and recorded at Document Number 2020009667 Of The Official Public Records of Travis County, Texas, For The Public Use And Purpose of Construction Of A Wastewater Line.**

The city staff recommendation was that the City Council approve Resolution No. 2023-17. Assistant City Attorney Rivera discussed the proposed Resolution.

Resolution No. 2023-17: A Resolution of The City Council of The City of Manor Texas Finding Public Convenience and Necessity and Authorizing Eminent Domain Proceedings, if Necessary, for Acquisition of a Permanent Wastewater Line Easement Over a 4,399 Square Foot Parcel of Land And a Temporary Construction Easement Over a 4,401 Square Foot Parcel of Land, Both Parcels Being out of and a Part of a Called 12.334 Acre Tract of Land Situated in Travis County, Texas, Described in a Warranty Deed to Michael Edward Swier and Crista Marie Swier, Trustees of The Layla Trust, Recorded In Document No. 2020009667 of The Official Public Records Of Travis County, Texas (O.P.R.T.C.T.), and Establishing an Effective Date; and Finding and Determining That the Meeting at Which This Resolution is Passed Was Noticed and is Open to the Public as Required by Law.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve Resolution No. 2023-17 as follows "I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent wastewater easement of 4,399 square feet and a temporary construction easement of 4,401 square feet from the property owned by Layla Trust and described in Agenda Item (23) for the public use of constructing and operating wastewater lines and infrastructure improvements."

There was no further discussion.

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

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 10:15 p.m. on Wednesday, May 3, 2023.

These minutes were approved by the Manor City Council on the 17<sup>th</sup> day of May 2023.

**APPROVED:**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

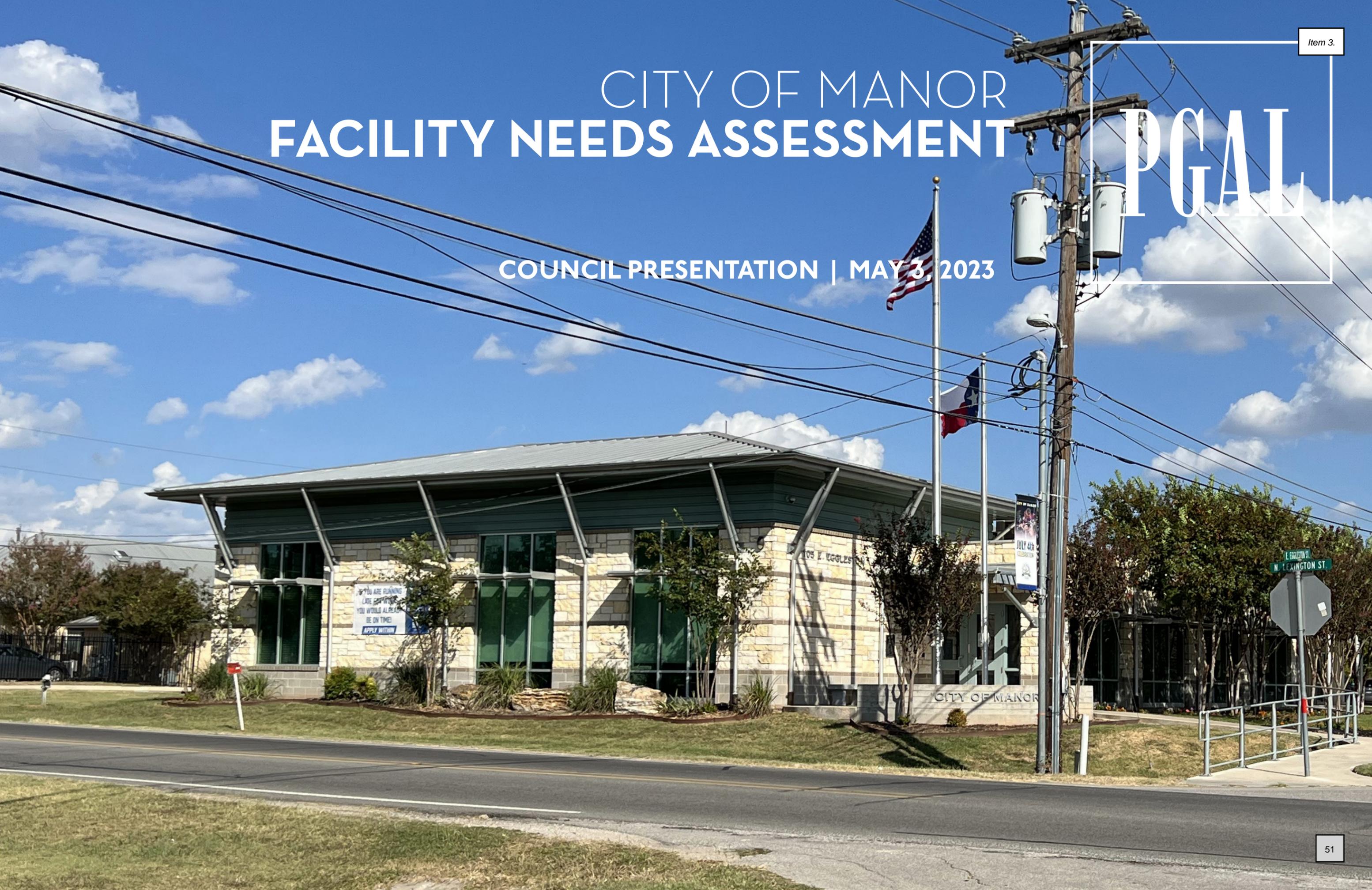
**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

# CITY OF MANOR FACILITY NEEDS ASSESSMENT

# LEGAL

COUNCIL PRESENTATION | MAY 3, 2023



# METHODOLOGY

Below are the steps taken, with an explanation, to create this Facility Needs Assessment.

## DOCUMENT EXISTING BUILDINGS

An important part of validating the City’s space needs was to fully understand the City’s existing buildings’ condition, layout, usage, and square footage. This report includes floor plans of City Hall, Police Department, and Public Works. These floor plans label the use of every space. Photos are included in the Appendix to give an overview of the buildings’ condition, appearance, finishes, and usage.

## DOCUMENT EXISTING STAFF & SUPPORT SPACE

Similar to documenting existing buildings (see above), an initial step was to document the current staff and their associated support space of every department. The departments studied in this Program include the following: City Manager, City Secretary, Finance / Utility Billing, Human Resources, Information Technology, Municipal Court, Community Development Services, Development Services, Economic Development, Public Works, and Police Department. The documentation of the existing staff (and soon to be hired) can be found in the “17,500” column in the respective departmental spreadsheets in this report.

## SPACE STANDARDS

This program proposes a menu of office and workstation sizes that are assigned to each staff member. The assignment of an office or workstation to each staff member is catered to providing the space needed for each position to perform their job and to work with position/title hierarchy. The total number of a given staff position multiplied by the assigned space standard’s square footage yields the total needed square footage for that given position.

## PROJECT STAFF GROWTH

One of the most important steps in determining the overall facility square footage needs is the projection of how City staff will need to grow along with the City’s population. This is a challenging exercise because the forecasting potentially extends out 30 years. It is intuitive that City staff will grow along with the population so that level of service to citizens can be maintained, but typically staff growth trajectory does not directly match/correlate to population growth. The staff growth at future population benchmarks and the percentage growth in relation to population percentage growth is chronicled in each department’s spreadsheet.

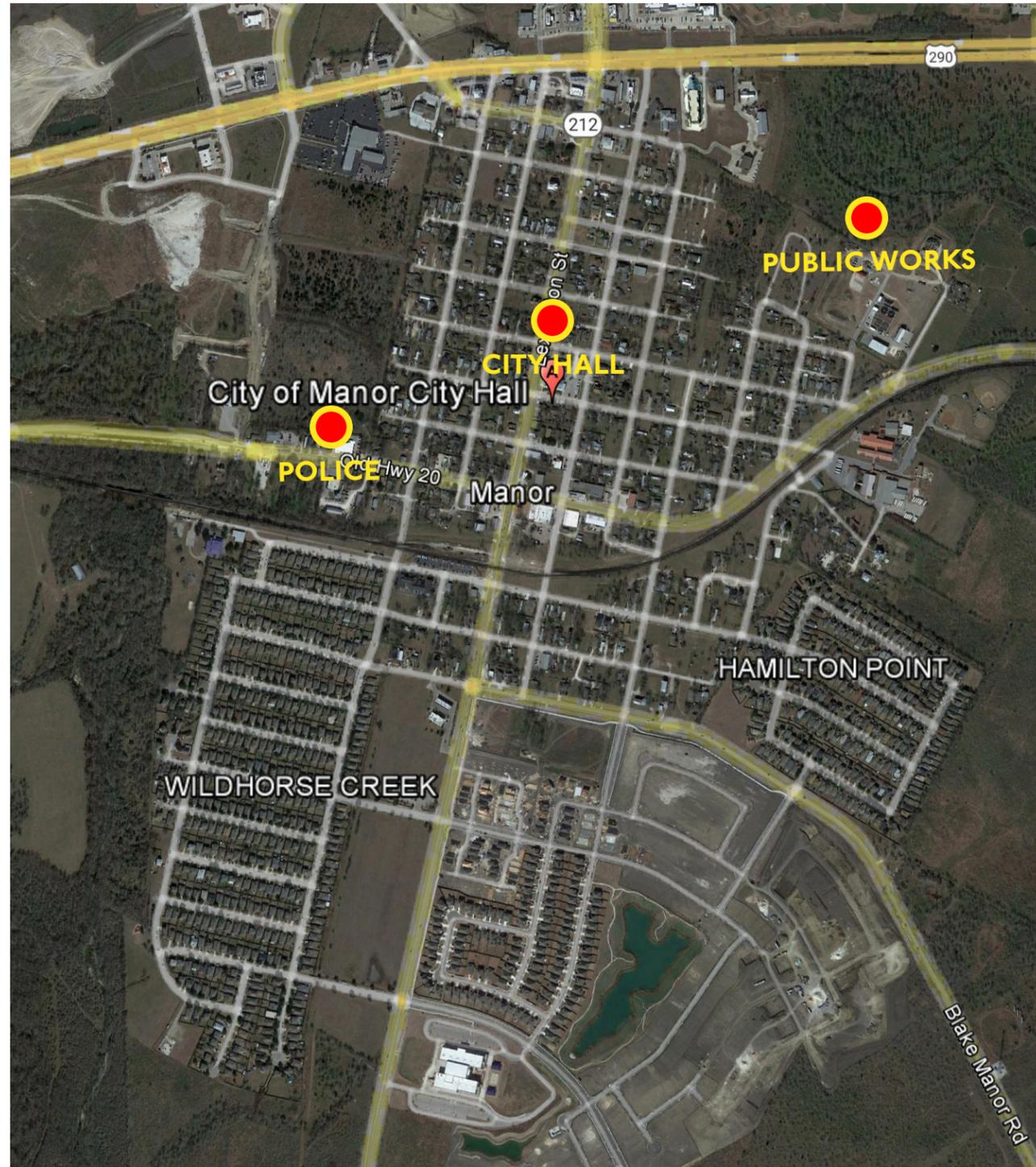
## PROJECT SUPPORT SPACE GROWTH

Along with staffs’ dedicated work space (office or workstation), support spaces are an important part of a department’s ability to provide City services. Support spaces for departments include copy/file rooms, break rooms, training rooms, and conference rooms. This report catalogs existing support space, identifies lacking support spaces, and forecasts the growth of support spaces.

## FINALIZE PROGRAM (TOTAL SF NEEDS)

The final Program is the mathematical culmination of the forecasting done in each departmental spreadsheet. Each department’s staff and support space square footage needs are totaled at each population benchmark. Then, all the departments space needs are added together to yield the total City facility square footage requirements.

# EXISTING CITY FACILITIES



The map above shows the locations of the recorded Buildings. The next page shows thumbnails and basic info for each building.

## CITY HALL

105 East Eggleston Street  
9,242 sf



## POLICE DEPARTMENT

402 West Parsons Street  
4,901 sf



## PUBLIC WORKS

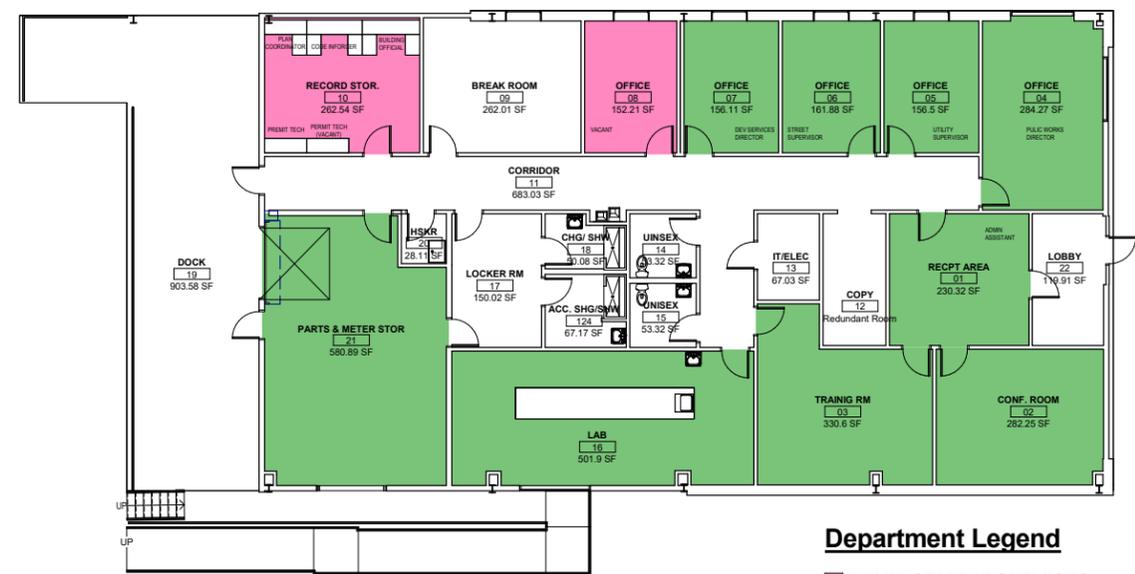
416 Llano Street  
4,904 sf





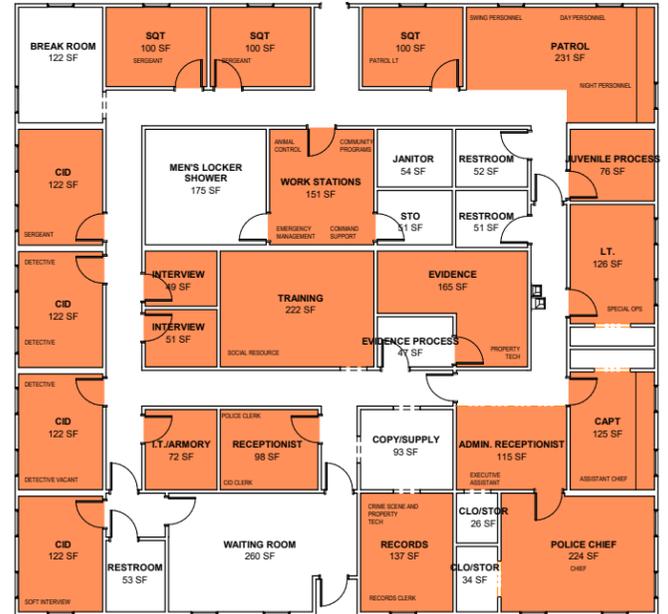
- Department Legend**
- CITY MANAGER
  - CITY SECRETARY
  - COMMUNITY DEVELOPMENT SERVICES
  - ECONOMIC DEVELOPMENT
  - FINANCE/ UTILITY BILLING
  - HUMAN RESOURCES
  - INFORMATION TECHNOLOGY
  - MUNICIPAL COURTS

**CITY HALL FLOOR PLAN**  
9,242 sf



- Department Legend**
- DEVELOPMENT SERVICES
  - PUBLIC WORKS

**PUBLIC WORKS FLOOR PLAN**  
4,904 sf



- Department Legend**
- POLICE DEPARTMENT

**POLICE DEPARTMENT FLOOR PLAN**  
4,901 sf

# POPULATION BENCHMARKS

City staff and PGAL discussed the City’s growth to determine appropriate future population benchmarks. The City’s past development planning efforts have determined the ultimate build-out within the City’s boundaries will result in an approximate population of 100,000. The density of the residential development will influence the ultimate population, with the hint in recent years that the density will be greater than anticipated , and lead to a population greater than 100,000. For this needs assessment, 100,000 is being used as the final population benchmark. We then selected two benchmarks between the current population and the 100,000 population.

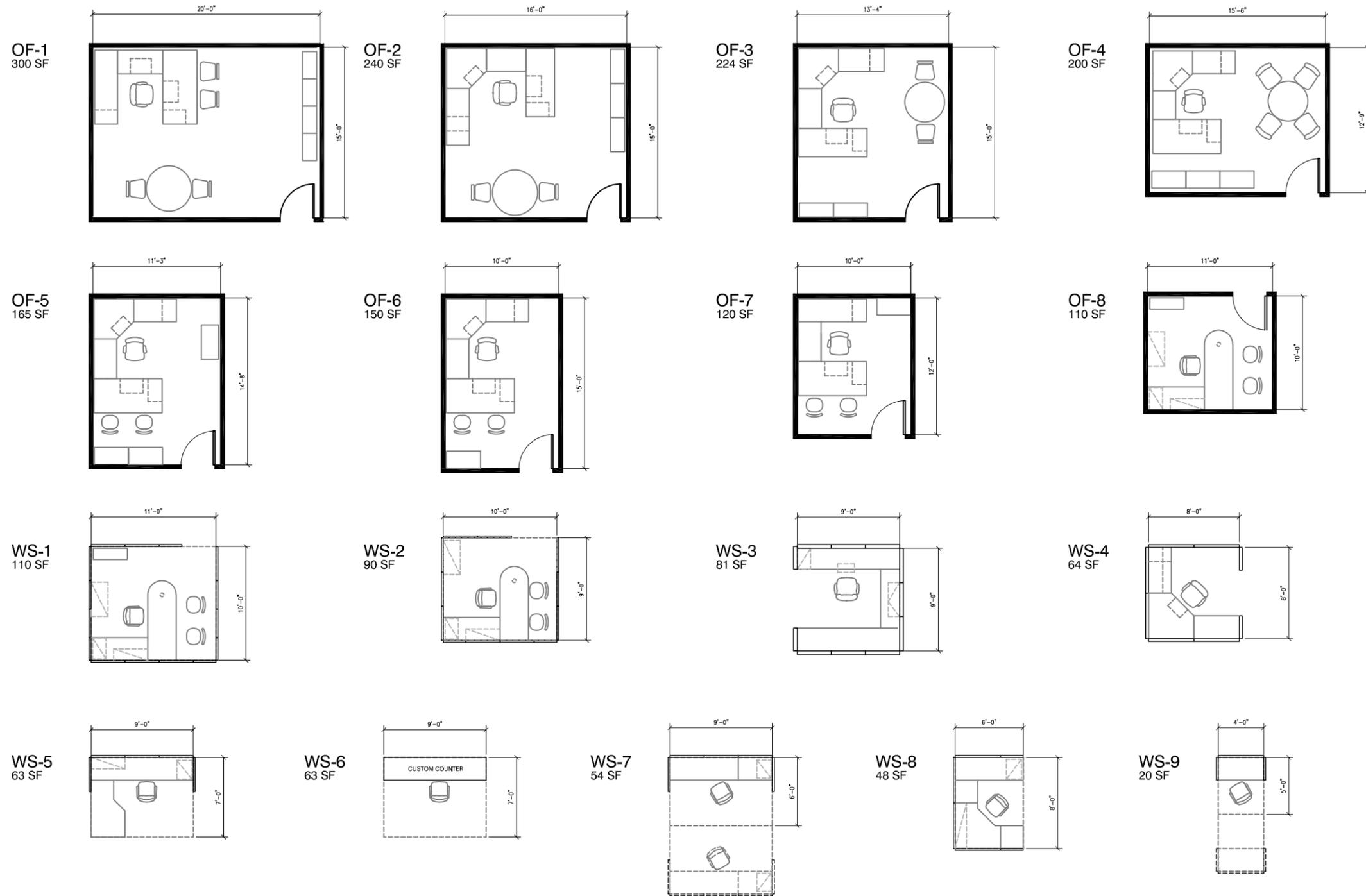
In the space needs spreadsheets, the benchmarks always reference the population benchmark and do not specify a year with the reality that no one knows the exact year a population will be reached. So, the idea is this: the projected space needs will be required/triggered when the population is reached whether that is fast or slow based on economic, social, and resource dynamics.

**CURRENT ESTIMATED POPULATION IN 2023:**  
18,867

**SELECTED FOR BENCHMARKS:**

- 17,500: APPROXIMATE POPULATION IN 2022
- 35,000: 100% POPULATION INCREASE
- 55,000: 214% POPULATION INCREASE
- 100,000: 471% POPULATION INCREASE

# SPACE STANDARDS



# STAFF TO SPACE STANDARD

The matrix below maps each staff member to their assigned work space

	CITY MANAGER	CITY SECRETARY	DEVELOPMENT SERVICES	COMMUNITY DEVELOPMENT SERVICES	FINANCE	ECONOMIC DEVELOPMENT	HUMAN RESOURCES	MUNICIPAL COURT	INFORMATION TECHNOLOGY	POLICE DEPARTMENT	PUBLIC WORKS	VISITORS CENTER	WAREHOUSE	LIBRARY	RECREATION CENTER
OF-1 300 SF	City Manager							Presiding Judge							
OF-2 240 SF	Deputy City Manager, Assistant City Manager									Police Chief					
OF-3 224 SF										Assistant Chief					
OF-4 200 SF		City Secretary	Director of Development Services	Community Development Services Director	Director of Finance	Economic Development Director	Human Resources Manager		Director of Information Technology		Public Works Director			Library Director	Parks Director
OF-5 165 SF			Senior Engineer			Assistant Director, Marketing Director/BRE Director				Commander, Lieutenant Patrol Ops, Lieutenant Special Ops, Lieutenant Support Services	Assistant Director				Parks Recreation Director
OF-6 150 SF	Executive Assistant, Administrative Assistant to Council, Public Information Officer	Deputy City Secretary, Public Information Officer	Assistant Director of Development Services, Construction Inspector Supervisor				Specialist	Associate Judge	Assistant Director, I.T. Specialist/Engineer	Sergeant Professional Standards and Community Relations, Executive Assistant, Officer Training, PIO/Media, Police IT, Accreditation, Budget Analyst/Purchasing, Sergeant CID, Officer Community, Officer Community K9, Lab Scientist, Sergeant Patrol Division, Sergeant Swing, Sergeant Traffic/DWI, Civilian Supervisor Social Resource/Victims, Civilian Supervisor Animal Services				Assistant Director	Program Specialist
OF-7 120 SF			Principle Planner, Building Official		Assistant Finance Director, Utility Manager, Finance Manager			Court Administration, Juvenile Case Manager				Utility Superintendent, Street Superintendent, Parks Superintendent, Mechanic		Library Staff	Recreation Center Staff
OF-8 110 SF			Environmental Compliance Supervisor					Assistant Court Administrator		Investigator					
WS-1 110 SF															
WS-2 90 SF			Senior Planner, Development Services Supervisor, Senior Code Enforcement							Officer Warrants, Officer TAC, Video Tech	Utility Supervisor, Street Supervisor, Drainage Supervisor				
WS-3 81 SF	Administrative Assistant	Administrative Assistant, Records Coordinator, Clerk	Administrative Assistant, Building Plans Examiner, Fire Plans Examiner, Engineer, Environmental Compliance Specialist	Administrative Assistant, Events Planner, Events Assistant	Accounting Clerk	Economic Development Coordinator	Administrative Assistant, Training and Development, Risk Management Coordinator, Talent Manager, Payroll Specialist, Benefits Coordinator	Senior Court Clerk, Deputy Court Clerk.	I.T. Tech, I.T. Systems Administrator, Security Analyst	Police Clerk-Support Services, Police Clerk - Admin, Crime Scene, Transport/Jailer, Dispatcher Day, Dispatcher Night, Dispatch Supervisor, Police Clerk - Special Ops, Property Room Specialist, Lab Tech, Social Resource Team/Victim Services, Police Clerk - Patrol, Shelter Tech	Administrative Assistant	Receptionist	Facilities Manager, Shipping & Receiving Specialist		
WS-4 64 SF			Permit Tech, Commercial Permit Tech, Residential Permit Tech							Records Clerk, Traffic Officer, Traffic Motors Officer, Traffic/DWI Officer, Animal Control Officer					
WS-5 63 SF			Plan Coordinator, Senior GIS Analyst, GIS Analyst					Bailiff, Warrant Officer, Prosecutor							
WS-6 63 SF															
WS-7 54 SF					Receptionist, Utility Clerk, Meter Tech, Building Maintenance Tech, Lead Billing Utility Clerk					Criminal Analysis	Maintenance Foreman, Utility Foreman, Parks Foreman, Drainage Foreman/Street Foreman, CIP Inspector, Development Inspector				
WS-8 48 SF			Planning Technician, Building Inspector I-III, Code Enforcement, Construction Inspector		Custodian, Purchasing Agent						MS4 Inspector				
WS-9 20 SF <i>[as part of a bullpen]</i>											Utility Operator, I, II, III				

# SPACE NEEDS PROJECTION

The following pages are the programming spreadsheets that defined the ultimate space needs for each City department. PGAL and City staff worked together to catalogue all existing staff and existing space (office and support space) and then project the growth of staff at future populations.

The sample spreadsheet to the right has notes to help understand the information.

POSITION / SPACE	DEPT	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
		20,000	40,000	70,000	100,000	TYPE	SF	TYPE	SF	20,000	40,000	70,000	100,000	
Population Growth Percentage			100%	250%	400%									
<b>Administration</b>														
Public Works Director		1	1	1	1	OF	112	OF-4	200	200	200	200	200	
Administrative Assistant		1	1	1	1	OF	97	WS-3	81	81	81	81	81	
Receptionist / Records Clerk		1	2	2	2	OF	98	WS-3	81	81	162	162	162	
Assistant Public Works Director		1	1	1	1			OF-7	120	120	120	120	120	No staff member currently
Emergency Management Coordinator/Specialist			1	1	1			OF-7	120	0	120	120	120	
Office Manager		1	1	1	1			OF-7	120	120	120	120	120	No staff member currently
Shop Manager (Inventory)			1	1	1			OF-7	120	0	120	120	120	
Transit Manager				1	1			OF-7	120	0	0	120	120	
<b>Subtotal: Staff</b>		<b>5</b>	<b>8</b>	<b>9</b>	<b>9</b>									
Staff % Growth			60	80	80									
<b>Personnel Space</b>										602	923	1043	1043	
<b>Departmental Circulation (40%)</b>										241	369	417	417	
<b>Projected Total Departmental SF</b>										<b>843</b>	<b>1,292</b>	<b>1,460</b>	<b>1,460</b>	

department staff titles

department staff counts

current population

future populations

current staff member space

assigned space standard

square footage need for each staff member as a product of staff count multiplied by space standard

percentage comparison of population growth with staff growth

# CITY MANAGER

DEPARTMENT: City Manager  
CURRENT LOCATION: 105 East Eggleston Street

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471		
<b>Personnel Space</b>													
City Manager	1	1	1	1		230	OF-1	300	300	300	300	300	
Deputy City Manager	0	0	1	1			OF-2	240	0	0	240	240	
Admin Assistant	1	1	1	1		96	WS-3	81	81	81	81	81	
Assistant City Manager	0	1	2	2			OF-2	240	0	240	480	480	
Public Information Officer	0	1	1	1			OF-6	150	0	150	150	150	
Executive Assistant	0	1	1	1			OF-6	150	0	150	150	150	
Admin Assistant to Council	0	1	1	1			OF-6	150	0	150	150	150	Office close to Chamber
									0	0	0	0	
									0	0	0	0	
									0	0	0	0	
<b>Subtotal A: Personnel Space</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>8</b>					<b>381</b>	<b>1071</b>	<b>1551</b>	<b>1551</b>	
Staff % Growth		200	300	300									
<b>Support Space:</b>													
Large Conf. Room	1	1	1	1		300			150	275	300	500	Shared with others on floor, 10-15 seats
Storage Closet	1	1	1	1					30	35	40	50	In City Manager's office
Mayors Office	1	1	1	1			OF-4	200	200	200	200	200	
<b>Subtotal B: Support Space</b>									<b>380</b>	<b>510</b>	<b>540</b>	<b>750</b>	
<b>Subtotal C: Personnel Space + Support Space</b>									<b>761</b>	<b>1581</b>	<b>2091</b>	<b>2301</b>	Subtotal A + B
<b>Departmental Circulation (40%)</b>									<b>304</b>	<b>632</b>	<b>836</b>	<b>920</b>	Subtotal C * 0.40
<b>Projected Total Departmental SF</b>									<b>1065</b>	<b>2213</b>	<b>2927</b>	<b>3221</b>	

DEPARTMENT: Finance / Utility Billing  
CURRENT LOCATION: 105 East Eggleston Street

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471		
<b>Personnel Space</b>													
Finance Director	1	1	1	1		200	OF-3	224	224	224	224	224	
Assistant Finance Director	0	1	1	1			OF-7	120	0	120	120	120	
Utility Manager	1	1	1	1		143	OF-7	120	120	120	120	120	
Accounting Clerk	1	2	3	4		127	WS-3	81	81	162	243	324	
Receptionist	1	2	2	2		47	WS-6	63	63	126	126	126	
Utility Clerk	2	4	6	10		140	WS-6	63	126	252	378	630	
Meter Tech	1	2	3	10		47	WS-6	63	63	126	189	630	
Custodian	1	2	3	4			WS-8	48	48	96	144	192	
Purchasing Agent	1	1	2	2		47	WS-8	48	48	48	96	96	
Finance Manager	1	1	1	1		47	OF-7	120	120	120	120	120	
Building Maintenance Tech	0	2	4	8			WS-6	63	0	126	252	504	
Lead Billing Utility Clerk	0	2	2	2			WS-6	63	0	126	126	126	
									0	0	0	0	
									0	0	0	0	
									0	0	0	0	
									0	0	0	0	
<b>Subtotal A: Personnel Space</b>	<b>10</b>	<b>21</b>	<b>29</b>	<b>46</b>					<b>893</b>	<b>1646</b>	<b>2138</b>	<b>3212</b>	
Staff % Growth		110	190	360									
<b>Support Space:</b>													
File Room	1	1	1	1		50			80	115	120	200	25 plastic banker boxes, 8 (3wLat)
Workroom	1	1	1	1		200			120	190	200	300	Copy, scanner, sort counter, office supplies, shared
Transaction Counter in Lobby - Utilities	4	4	4	5				20	80	80	80	100	
Storage Closet	1	1	2	3				20	20	20	40	60	In Finance office
<b>Subtotal B: Support Space</b>									<b>300</b>	<b>405</b>	<b>440</b>	<b>660</b>	
<b>Subtotal C: Personnel Space + Support Space</b>									<b>1193</b>	<b>2051</b>	<b>2578</b>	<b>3872</b>	Subtotal A + B
<b>Departmental Circulation (40%)</b>									<b>477</b>	<b>820</b>	<b>1031</b>	<b>1549</b>	Subtotal C * 0.40
<b>Projected Total Departmental SF</b>									<b>1670</b>	<b>2871</b>	<b>3609</b>	<b>5421</b>	

# CITY SECRETARY

DEPARTMENT: City Secretary  
CURRENT LOCATION: 105 East Eggleston Street

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471		
<b>Personnel Space</b>													
City Secretary	1	1	1	1		147	OF-4	200	200	200	200	200	
Deputy City Secretary	0	0	1	1			OF-6	150	0	0	150	150	Shared with City Manager at 35K
Admin Assistant	0	1	1	1			WS-3	81	0	81	81	81	
Records Coordinator	0	0	1	1			WS-3	81	0	0	81	81	Online portal, alcohol permits, hard-copy records
Public Information Officer	0	0	1	1			OF-6	150	0	0	150	150	
Clerk	0	0	1	1			WS-3	81	0	0	81	81	
									0	0	0	0	
									0	0	0	0	
									0	0	0	0	
<b>Subtotal A: Personnel Space</b>	<b>1</b>	<b>2</b>	<b>6</b>	<b>6</b>					<b>200</b>	<b>281</b>	<b>743</b>	<b>743</b>	
Staff % Growth		100	500	500									
<b>Support Space:</b>													
Lobby Reception for Admin Suite	1	1	1	1					70	95	100	150	Two chairs near each department
File Room	1	1	1	1					80	100	120	200	Fire resistant room
Workroom	1	1	1	1				0	0	0	0	0	Shared with Finance
Lobby Kiosk	1	1	1	1				0	0	0	0	0	SF shown in City Hall Support
													Admin Suite adjacent to Chambers
<b>Subtotal B: Support Space</b>									<b>150</b>	<b>195</b>	<b>220</b>	<b>350</b>	
<b>Subtotal C: Personnel Space + Support Space</b>									<b>350</b>	<b>476</b>	<b>963</b>	<b>1093</b>	Subtotal A + B
<b>Departmental Circulation (40%)</b>									<b>140</b>	<b>190</b>	<b>385</b>	<b>437</b>	Subtotal C * 0.40
<b>Projected Total Departmental SF</b>									<b>490</b>	<b>666</b>	<b>1348</b>	<b>1530</b>	

DEPARTMENT: Human Resources  
CURRENT LOCATION: 105 East Eggleston Street

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471		
<b>Personnel Space</b>													
Human Resources Manager	1	1	1	1		140	OF-4	200	200	200	200	200	Side conf table, guest chairs without arms
Specialist	1	1	2	2			OF-6	150	150	150	300	300	Onboarding, benefits, employee stuff
Training and Development	0	1	1	1			WS-3	81	0	81	81	81	
Admin Assist	1	1	1	2			WS-3	81	81	81	81	162	
Risk Management Coordinator	0	1	1	1			WS-3	81	0	81	81	81	Safety, training, labor & relations
Talent Manager	0	0	1	1			WS-3	81	0	0	81	81	
Payroll Specialist	0	1	1	2			WS-3	81	0	81	81	162	
Benefits Coordinator	0	1	1	1			WS-3	81	0	81	81	81	compensation/labor coordinator
Volunteers									0	0	0	0	They will be in training room out in the community
<b>Subtotal A: Personnel Space</b>	<b>3</b>	<b>7</b>	<b>9</b>	<b>11</b>					<b>431</b>	<b>755</b>	<b>986</b>	<b>1148</b>	
Staff % Growth		133	200	267									
<b>Support Space:</b>													
Storage	1	1	1	1					60	90	100	175	Near Directors office - merch
Employee Files	1	1	1	1					60	90	100	150	Fire resistant room
Training Room	1	1	1	1				0	0	0	0	0	Enough seating for all employees. Shared with PD Training or Council Chambers
<b>Subtotal B: Support Space</b>									<b>120</b>	<b>180</b>	<b>200</b>	<b>325</b>	
<b>Subtotal C: Personnel Space + Support Space</b>									<b>551</b>	<b>935</b>	<b>1186</b>	<b>1473</b>	Subtotal A + B
<b>Departmental Circulation (40%)</b>									<b>220</b>	<b>374</b>	<b>474</b>	<b>589</b>	Subtotal C * 0.40
<b>Projected Total Departmental SF</b>									<b>771</b>	<b>1309</b>	<b>1660</b>	<b>2062</b>	



# DEVELOPMENT SERVICES

DEPARTMENT: Development Services  
CURRENT LOCATION: 105 East Eggleston Street

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					17,500	35,000	55,000	100,000	
<b>Personnel Space</b>													
Development Services Director	1	1	1	1			OF-4	200	200	200	200	200	
Asst. Director Development Services	0	1	1	1			OF-6	150	0	150	150	150	
Principle Planner	0	0	1	1			OF-7	120	0	0	120	120	
Senior Planner	0	1	1	2			WS-2	90	0	90	180	180	
Plan Coordinator	1	1	2	2			WS-5	63	63	63	126	126	
Planning Technician	0	1	2	3			WS-8	48	0	48	96	144	
Senior GIS Analyst	0	0	1	1			WS-5	63	0	0	63	63	
GIS Analyst	0	1	1	2			WS-5	63	0	63	63	126	
Building Official	1	1	1	1			OF-7	120	120	120	120	120	
Admin Assistant	0	1	2	2			WS-3	81	0	81	162	162	
Building Inspector I, II, III	2	4	6	7			WS-8	48	96	192	288	336	
Building Plans Examiner	1	1	2	2			WS-3	81	81	81	162	162	
Fire Plans Examiner	0	1	1	1			WS-3	81	0	81	81	81	
Development Services Supervisor	1	1	1	1			WS-2	90	90	90	90	90	
Permit Tech	2	3	0	0			WS-4	64	128	192	0	0	
Commercial Permit Tech	0	0	1	2			WS-4	64	0	0	64	128	
Residential Permit Tech	0	0	3	3			WS-4	64	0	0	192	192	
Senior Code Enforcement	0	1	1	1			WS-2	90	0	90	90	90	
Code Enforcement	1	1	2	4			WS-8	48	48	96	96	192	
Senior Engineer	0	1	1	2			OF-5	165	0	165	165	330	
Engineer	0	0	2	3			WS-3	81	0	0	162	243	
Construction Inspector Supervisor	0	1	1	1			OF-6	150	0	150	150	150	
Construction Inspector	0	1	3	4			WS-8	48	0	48	144	192	
Environmental Compliance Supervisor	0	0	1	1			OF-8	110	0	0	110	110	
Environmental Compliance Specialist	0	1	2	3			WS-3	81	0	81	162	243	
									0	0	0	0	
									0	0	0	0	
<b>Subtotal A: Personnel Space</b>	<b>10</b>	<b>24</b>	<b>40</b>	<b>51</b>					<b>826</b>	<b>2033</b>	<b>3146</b>	<b>3930</b>	
Staff % Growth		140	300	410									
<b>Support Space:</b>													
Plotter/Copier	1	1	1	1					80	110	120	200	
Conference Room	1	1	1	1				0	0	0	0	0	10-12 seats, Shared, SF shown in City Hall Support Space
Lobby Kiosk	1	1	1	1				0	0	0	0	0	in City Hall Support Space
Transaction Counter in Lobby - Permits	1	1	2	2				20	20	20	40	40	Locker-room access from exterior for Inspectors in field
<b>Subtotal B: Support Space</b>									<b>100</b>	<b>130</b>	<b>160</b>	<b>240</b>	
<b>Subtotal C: Personnel Space + Support Space</b>									<b>926</b>	<b>2163</b>	<b>3306</b>	<b>4170</b>	Subtotal A + B
<b>Departmental Circulation (40%)</b>									<b>370</b>	<b>865</b>	<b>1322</b>	<b>1668</b>	Subtotal C * 0.40
<b>Projected Total Departmental SF</b>									<b>1296</b>	<b>3028</b>	<b>4628</b>	<b>5838</b>	

# CITY HALL SHARED SUPPORT SPACES Item 3.

DEPARTMENT: City Hall Shared Support Space  
CURRENT LOCATION: 105 East Eggleston Street

POSITION / SPACE	LEVEL	STAFF				EXISTING SF		SPACE STND		AREA				NOTES	
		17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000		
Population Growth Percentage			100	214	471										
<b>Support Space:</b>															
Lobby & Vestibule	1		1	1	1					800	1100	1200	1600	Showcase historical items at City Hall	
Lobby Merch space	1		1	1	1					80	95	100	150		
Customer Kiosk in Lobby	1		1	1	2				20	20	20	40	40	Public info. requests, Dev Services needs	
Reception Desk in Lobby	1									150	155	160	200	Two work stations	
Media Room	1		0	1	1					120	140	150	270	Near Lobby	
Shared Agency - Drivers License Kiosk	1		0	1	1					100	130	150	200	Equip: monitor, 2-pc's, printer, 2-data ports, monitor in lobby to show customer # or QR code.	
Shared Agency - Credit Union Kiosk	1									100	115	120	200		
Council Chamber Lobby	1		1	1	1				200	200	200	200	200		
Council Chamber /Municipal Court	1		1	1	1					2500	3100	3250	4200	Seating for 100-150, 7-coucil, 1-CM, 1-City Secretary, 1-City Attorney. This space to serve as back-up EOC. One camera feed for media.	
Council Chamber Storage	1		1	1	1					80	90	100	250		
Council Chamber AV Room	1		1	1	1					100	130	150	200	Remote control of broadcast or live stream room	
Executive Session Conference Room	1		1	1	1					600	600	600	800	Seats 15, A/V ready, Overflow space, used as Juvenile Conf. Rm., buffet on one side of room	
Councils Staff Admin	1		1	1	1					0	0	0	0	Included in City Managers spreadsheet	
Council Work Area	1		1	1	1					500	500	500	500	6 cubicles	
Council Restroom	1		1	1	1					64	64	64	64		
Training Room	1								0	0	0	0	0	Shared with Conf. Center or Council Chambers	
Employee Assessment/Training Room	1		1	1	1					220	240	250	300		
Municipal Court Room	1		1	1	1					0	0	0	0	See Municipal Court sheet and Council Chambers	
Mail Rooms	1		1	2	2					75	75	150	150	One Mail Room per floor	
Mother's Room / Quiet Room	1, 2 & 3		1	3	3					75	75	225	225		
Receiving Area	1		1	1	1					700	740	800	1200	Receiving and Storage of Deliveries	
Employee Entrance	1		1	1	1					100	100	100	200		
Vending Area	1		1	1	1					65	65	65	130		
Breakrooms	1, 2 & 3		1	2	3					275	275	550	825	825	
Coffee Bars	1, 2 & 3		2	2	3					20	40	40	60	120	
Conference Suite Lobby/Vestibule	1		1	1	1					400	400	400	800		
Conf. Suite Large Conference Rooms	1		2	2	2					800	1200	1700	2100	Community/Conf. suite. Accessed from separate lobby, not tied to City Hall interior. Add restrooms. Sits100	
Conf. Suite Small Conference Rooms	1		4	4	6					180	720	720	1080	1440	Community/Conf. suite. Accessed from separate lobby, not tied to City Hall interior. Add restrooms. Sits6-8.
Conf. Suite Storage	1		2	2	3					150	300	300	450	600	
Conf. Suite Public Toilets	1		2	2	2					500	1000	1000	1000	1000	
Conf. Suite Janitor	1		1	1	1					80	80	80	160		
Conf. Suite Breakroom	1		1	1	1					90	120	200	400	Coffee bar, Catering counter, vending	
Public/Building Toilets (Ground Level)	1		2	2	2					275	550	550	550	550	
Men's Restrooms	1, 2 & 3		2	2	3					275	550	550	825	825	Maybe single RR's for staff?
Women's Restrooms	1, 2 & 3		2	2	3					275	550	550	825	825	Maybe single RR's for staff?
IT Closets	1, 2 & 3		0	2	3					80	0	160	240	240	
Mechanical	1, 2 & 3		1	2	2					500	500	1000	1000	1000	
Electrical	1, 2 & 3		1	3	3					150	150	450	450	450	
Fire Riser Room	1		1	1	1					65	65	65	65	65	
Janitor Closets	1, 2 & 3		1	2	3					80	80	160	240	240	One Janitor Closet per floor
Elevator	1, 2 & 3		0	1	1					120	120	180	180	180	
Stairs	1, 2 & 3		0	2	4					200	0	400	800	800	
Miscellaneous Storage Rooms	1, 2 & 3		3	4	5					100	300	400	500	800	
Fitness Room	1		1	1	1					600	600	700	1200		
Shower Room	1		2	2	2					90	180	180	360	360	
<b>Subtotal: Support Space</b>										<b>13999</b>	<b>17554</b>	<b>20724</b>	<b>26059</b>		
<b>Departmental Circulation (40%)</b>										<b>5600</b>	<b>7022</b>	<b>8290</b>	<b>10424</b>	Subtotal * 0.40	
<b>Projected Total Departmental SF</b>										<b>19599</b>	<b>24576</b>	<b>29014</b>	<b>36483</b>		

# PUBLIC WORKS

DEPARTMENT: Public Works  
CURRENT LOCATION: 547 Llano Street

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471		
<b>Personnel Space</b>													
Public Works Director	1	1	1	1	4	287	OF-4	200	200	200	200	200	
Assistant Director	0	0	0	1			OF-5	165	0	0	0	165	
Parks Director													See Rec Center
Admin Assistant	1	1	2	2			WS-3	81	81	81	162	162	
Utility Superintendent-W/WW	1	1	2	2	5	158	OF-7	120	120	120	240	240	
Maintenance Foreman	1	3	3	3			WS-3	54	54	162	162	162	
Utility Foreman	2	4	5	6			WS-7	54	108	216	270	324	
Utility Operator I, II, III	7	24	35	45			WS-9	20	140	480	700	900	
Street Superintendent	1	2	2	2			OF-7	120	120	240	240	240	
Parks Superintendent	1	1	1	1	6	161	OF-7	120	120	120	120	120	
Parks Foreman	2	2	4	6			WS-7	54	108	108	216	324	
Drainage Foreman / Street Foreman	2	3	3	4			WS-7	54	108	162	162	216	
Mechanic	1	1	2	3			OF-7	120	120	120	240	360	
ROW/Park Crewman	7	10	14	20					0	0	0	0	In field
Drainage Crewman / Street Crewman, Operators I, II, III	4	11	14	16					0	0	0	0	In field
Utility Supervisor	0	2	2	2			WS-2	90	0	180	180	180	
Street Supervisor	0	1	1	1			WS-2	90	0	90	90	90	
Drainage Supervisor	0	0	1	1			WS-2	90	0	0	90	90	
MS4 Inspector	1	1	1	1			WS-8	48	48	48	48	48	
CIP Inspector	1	3	3	4			WS-7	54	54	162	162	216	
Development Inspector	1	2	3	4			WS-7	54	54	108	162	216	
<b>Subtotal A: Personnel Space</b>	<b>34</b>	<b>73</b>	<b>99</b>	<b>125</b>					<b>1435</b>	<b>2597</b>	<b>3444</b>	<b>4253</b>	
Staff % Growth		115	191	268									
<b>Support Space:</b>													
Breakroom	1	1	1	1					150	345	350	400	
Conference Room	1	1	1	1					250	260	285	320	
Training Room	1	1	1	1				333	0	0	0	0	Shared with PD Training or Council Chambers
Parts and Meter Storage	1	1	1	1				585	350	700	800	900	Climate Control
Locker room	1	1	1	1				153	300	875	1000	1200	80 lockers-one per employee at 55K
Rest Room with Shower	2	2	4	4				66	90	180	180	360	360
Rest Room	2	4	4	6				54	75	150	300	300	450
Warehouse Storage	0	0	0	0					0	0	0	0	See warehouse sheet
Lab	1	1	1	1				509	250	370	400	500	Need door to exterior
IT/Electrical	1	1	1	1				67	60	65	70	80	
Copy	1	1	1	1				104	80	95	105	120	
Lobby	1	1	1	1				117	100	115	120	150	
Reception area	1	1	1	1				231	80	210	230	240	
Records Storage	1	1	1	1				257	150	240	250	280	
<b>Subtotal B: Support Space</b>									<b>2100</b>	<b>3755</b>	<b>4270</b>	<b>5000</b>	
<b>Subtotal C: Personnel Space + Support Space</b>									<b>3535</b>	<b>6352</b>	<b>7714</b>	<b>9253</b>	Subtotal A + B
<b>Departmental Circulation (40%)</b>									<b>1414</b>	<b>2541</b>	<b>3086</b>	<b>3701</b>	Subtotal C * 0.40
<b>Projected Total Departmental SF</b>									<b>4949</b>	<b>8893</b>	<b>10800</b>	<b>12954</b>	

# CITY WAREHOUSE Item 3.

DEPARTMENT: Warehouse  
CURRENT LOCATION: No current Warehouse

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471		
<b>Personnel Space</b>													
Facilities Manager	0	0	2	3			WS-3	81	0	0	162	243	
Shipping & Receiving Specialists	0	2	2	3			WS-3	81	0	162	162	243	
<b>Subtotal A: Personnel Space</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>					<b>0</b>	<b>162</b>	<b>324</b>	<b>486</b>	
<b>Support Space:</b>													
Receiving Dock	0	1	1	1					0	175	200	350	Public Work overflow, water and MRE storage, cots, holiday/seasonal storage.
Storage area	0	1	1	1					0	20000	40000	60000	
Restrooms	0	2	2	3			RR	75	0	150	150	225	Single use
Mechanical/Electrical/Riser Rm.	0	2	2	2					0	150	200	300	
Breakroom	0	1	1	1					0	300	300	300	
Conf. Rm.	0	0	1	1					0	150	200	200	
Fork lift storage and charging	0	1	2	4					40	40	80	160	
Eye-Wash	0	2	4	6					10	20	40	60	
<b>Subtotal B: Support Space</b>									<b>0</b>	<b>20835</b>	<b>41120</b>	<b>61595</b>	
<b>Subtotal C: Personnel Space + Support Space</b>									<b>0</b>	<b>20997</b>	<b>41444</b>	<b>62081</b>	Subtotal A + B
<b>Departmental Circulation (10%)</b>									<b>0</b>	<b>2100</b>	<b>4144</b>	<b>6208</b>	Subtotal C * 0.40

Note: A City warehouse is not a function/building that currently exists

# VISITOR CENTER

DEPARTMENT: Visitors Center  
CURRENT LOCATION: No current Visitors Center

POSITION / SPACE	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
	17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471		
<b>Personnel Space</b>													
Receptionist	0	0	1	1			WS-3	81	0	0	81	81	Work area to have back exit to exterior
<b>Subtotal A: Personnel Space</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>					<b>0</b>	<b>0</b>	<b>81</b>	<b>81</b>	
<b>Support Space:</b>													
Lobby	0	1	1	1					0	185	200	250	Display areas, brochures/magazines, lots of wall space
Storage closet	0	1	1	1					0	75	80	100	
Restroom	0	2	2	2			RR	75	0	150	150	150	Single use. Staff could possibly share with public.
Mechanical/Electrical/Riser Rm.	0	1	1	1					40	40	40	40	
<b>Subtotal B: Support Space</b>									<b>0</b>	<b>450</b>	<b>470</b>	<b>540</b>	
<b>Subtotal G: Personnel Space + Support Space</b>									<b>0</b>	<b>450</b>	<b>551</b>	<b>621</b>	Subtotal A + B
<b>Departmental Circulation (40%)</b>									<b>0</b>	<b>180</b>	<b>220</b>	<b>248</b>	Subtotal C * 0.40
<b>Projected Total Visitors Center SF</b>									<b>0</b>	<b>630</b>	<b>771</b>	<b>869</b>	

Note: The City currently does not have a Visitor Center

# POLICE DEPARTMENT

Item 3.

DEPARTMENT: Manor Police  
CURRENT LOCATION: 402 West Parsons Street

POSITION / SPACE	SWORN/UNSWORN	LEVEL	STAFF			EXISTING SF		SPACE STND		AREA			NOTES		
			17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000		55,000	100,000
Population Growth Percentage			100	214	471					100	214	471			
<b>Personnel Space</b>															
<b>Administration</b>															
Police Chief	S	2	1	1	1	1	OF	258	OF-2	240	240	240	240	Couch seating	
Assistant Chief	S	2	1	1	1	2	OF	145	OF-5	165	165	330	660		
Commander	S	2	0	1	2	4	OF	100	OF-5	165	165	330	330		
Lieutenant Patrol Ops (Days/Nights)	S	2	1	2	2	2	OF	146	OF-5	165	150	150	300		
Lieutenant Special Ops	S	2	1	1	1	2	OF	100	OF-5	165	150	150	300		
Lieutenant Support Services	S	2	1	1	1	2	OF	100	OF-5	165	150	150	300		
Sergeant Prof. Standards & Com. Relations	S	2	1	1	1	2	OF	100	OF-5	165	150	150	300		
Executive Assistant	U	2	1	1	1	1	WS	115	OF-7	120	120	120	120		
Civilian Supervisor Support Services	U	2	1	1	1	1	OF	6	OF-6	150	0	150	150		
Officer Training	S	2	1	2	2	2	OF	7	OF-7	120	0	120	240		
PR/Media	U	2	1	1	1	2	OF	7	OF-7	120	0	120	240		
Recruiting/Marketing	U	2	1	1	1	2	OF	7	OF-7	120	0	120	240		
Police IT	U	1	0	1	2	2	OF	7	OF-7	120	0	120	240		
Accreditation	U	2	1	1	1	1	OF	7	OF-7	120	0	120	120		
Records Clerk	U	1	1	2	3	3	WS	69	WS-4	64	81	162	243		
Police Clerk - Support Services	U	2	1	1	2	2	WS	50	WS-3	81	81	81	162		
Police Clerk - Admin	U	2	1	1	1	2	WS	50	WS-3	81	81	81	162		
Budget Analyst/Purchasing	U	2	1	1	1	2	OF	7	OF-7	120	0	120	240		
Custodian	U	1	0.5	0.5	1	1					0	0	0	0	Shared space with janitor closet
<b>Special Operations</b>															
Sergeant CID	S	2	1	1	2	2	OF	122	OF-7	120	120	120	240		
Corporal CID Warrant/TAC	S	2	1	1	1	1	OF	6	OF-6	150	0	150	150		
Command Support Office	S	2	1	1	1	2	WS	38	OF-6	150	150	150	300		
Civilian Supervisor Transportation/Fleet	U	2	0	1	1	1	OF	6	OF-6	150	0	150	150		
Civilian Supervisor Communications	U	2	1	1	1	2	OF	6	OF-6	150	0	150	150		
Civilian Supervisor Property/Lab	U	2	1	1	1	1	OF	6	OF-6	150	0	150	150		
Investigator	S	2	3	6	8	12	WS	81	OF-8	110	330	660	880		
Officer Warrants	S	1	1	1	3	4	WS	2	WS-2	90	0	90	270		
Officer TAC	S	1	2	3	5	6	WS	38	OF-7	120	120	120	240		
Officer Community	S	1	1	1	1	2	WS	38	OF-7	120	120	120	240		
Officer Community K9	S	1	1	1	1	2	WS	38	OF-7	120	0	120	240		
Crime Scene	U	2	1	1	2	2	WS	69	WS-3	81	81	81	162		
Transport/Jailer	S	1	1	2	4	4	WS	3	WS-3	81	0	81	162		
Dispatcher Day	U	2	0	4	4	4	WS	3	WS-3	81	0	0	0	SF included in Dispatch Room	
Dispatcher Night	U	2	0	4	4	4	WS	3	WS-3	81	0	0	0	SF included in Dispatch Room	
Dispatch Supervisor	U	2	0	2	2	2	WS	3	WS-3	81	0	0	0	SF included in Dispatch Room	
Emergency Management	U	2	1	1	2	2	WS	38	OF-6	150	150	150	300		
Criminal Analysis	U	2	1	1	2	2	WS	3	WS-3	81	54	54	108	108	Shared office
Police Clerk - Special Ops	U	1	1	1	1	2	WS	3	WS-3	81	81	81	162		
Property Room Specialist	U	1	1	2	2	2	WS	3	WS-3	81	81	81	162		
Lab Scientist	U	1	1	1	1	2	OF	7	OF-7	120	0	120	120		
Lab Tech	U	1	1	1	2	2	WS	3	WS-3	81	0	81	162		
Video Tech	U	1	1	1	2	2	WS	2	WS-2	90	0	90	180		
<b>Patrol</b>															
Sergeant Patrol Division (Days/Nights)	S	1	4	4	8	12	OF	200	OF-7	120	480	480	960	1440	
Sergeant Swing	S	1	2	4	6	6	OF	7	OF-7	120	0	240	480	720	
Sergeant Traffic/DWI	S	1	1	1	2	2	OF	7	OF-7	120	0	120	240		
Corporal Traffic/ Night DWI	S	1	1	1	2	2	OF	6	OF-6	150	0	150	300		
Civilian Supervisor Social Resource/Victims	U	1	1	1	1	1	OF	7	OF-7	120	0	120	120		
Days Officer	S	1	8	14	20	46	WS	100			0	0	0		
Nights Officer	S	1	8	12	20	46	WS	100			0	0	0		
Swing Officer	S	1	4	7	17	23	WS	50			0	0	0		
K9 Officer	S	1	4	4	6	6					0	0	0		
Traffic Officer	S	1	4	6	8	8	WS	4	WS-4	64	0	256	384	512	
Traffic Motors Officer	S	1	2	2	4	4	WS	4	WS-4	64	0	162	162	324	
Traffic/DWI Officer	S	1	2	4	6	6	WS	4	WS-4	64	0	162	162	324	
Social Resource Team/Victim Services	U	1	4	6	8	10	WS	222	WS-3	81	324	486	648	810	High wall furniture for acoustics and privacy
Police Clerk - Patrol (Days/Nights)	U	1	2	2	4	4	WS	3	WS-3	64	0	128	256		
Officer Reserve	S	1	2	0	0	0					0	0	0		
Shelter Volunteer		1.82	4	4	4	4								Excluded from Staff Count Calculation	
<b>Subtotal A: Personnel Space</b>			48.5	99.5	171	274				3050	6695	10430	15181		
Staff % Growth			105	253	465										
<b>SWORN VERSUS UNSWORN STAFF</b>			38	77	122	212									
Sworn % Growth			103	221	458										
Sworn Staff per 1,000 population			2.17	2.20	2.22	2.12									
Un-Sworn			13	25	49	62									
Un-Sworn % Growth			95	286	390										
<b>Support Space:</b>															
<b>LOBBY</b>															
Lobby	1	1	1	1	1	1		260			280	600	800	1100	Bottle filler/vending, seating for 10-12, Ballistic Rated Level 3-1000sf
Entry Vestibule	1	1	1	1	1	1.5			80		80	80	80	120	
Community Room	1	1	1	1	1	1				300	600	800	1000	Community Meetings/Media	
Community Room Storage	1	1	1	1	1	1				40	80	100	175	Table and chair storage from Community Rm	
Cater Kitchen for Comm. Room	1	1	1	1	1	1				80	100	150	260	Just warming/cooking, ice machine, sink	
Public Restrooms	1	2	2	2	2	3	53	RR	75	150	150	150	225	Single use	
Report Writing (public access)	1	1	2	2	2	2				80	80	160	160	Fingerprinting room/Community meetings	
<b>RECORDS</b>															
Front Counter	1	1	1	2	2	2			80	80	80	160	160	Located off of main lobby	
Copy/Print	1	1	1	1	1	1				80	80	100	150	Mail to be delivered to staff directly (no mailbox)	
Records Active Storage	1	1	1	1	1	1				120	150	170	235	High Density filing system.	
Records Archive Storage	1	1	1	1	1	1	Conex Box	256	0	0	0	0	0	Archive files to be housed in one of the HD cartridges in Evidence Room.	
<b>TRAINING</b>															
Lobby	1	0	1	1	1	1				0	95	100	200	Share with EOC	
Large Assembly Room-divisible	1	0	1	1	1	1				0	0	0	0	Share with EOC	
Storage	1	0	1	1	1	1				0	100	150	200	Mats, blue guns, simulation equipment	
Computer Lab	1	0	1	1	1	1				0	75	150	200	4 computer WS	
Restrooms	1	0	2	2	2	2.5	RR	250	0	500	500	625	625	4-stall gang RRs	
Copy/Breakroom	1	0	1	1	1	1				0	75	100	150		
Simulation Room	1	0	1	1	1	1			400	0	400	400	400	Sound treatment	
<b>COMMUNICATIONS / DISPATCH</b>															
Server Room	1	1	1	1	1	1	12			150	200	400	650	Whole room on generator	
911/Denmark	1	1	1	1	1	1.5		100	100	100	100	100	150		
Dispatch Room	2	1	1	1	1	1				350	500	800	1260	6 consoles + 1 supervisor, Adjacent: Police IT, EM (2 WS), Crime Analyst (2 WS)-1000sf	
Dispatch Server Room	2	1	1	1	1	1				65	85	100	120		
Storage	2	1	1	1	1	1				75	90	100	150		
Coffee Bar	2	1	1	1	1	1				40	60	60	85	Full-size fridge w/ice, microwave/convection	
Restroom	2	1	1	1	2	2	RR	75	75	75	75	75	150	Single use	
Decompression Room	2	1	1	1	2	2				70	70	70	70	140	
Dispatch Conference Room	2	1	1	1	1	1.5				100	100	100	150	Site 4 persons	

# POLICE STORAGE FUNCTIONS

DEPARTMENT: Manor Police - Storage Functions  
CURRENT LOCATION: 402 West Parsons Street

POSITION / SPACE	SWORN/ UNSWORN	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
		17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471			
<b>Annex Building-stand alone bldg.</b>														
<b>Support Space:</b>														
Command Trailer	0	1	1	1	1			470	0	470	470	470	Enclosed, 23' Long	
ATV's	0	1	1	2	1			470	0	470	470	940	Enclosed, Trailers	
Portable Generator Trailers	0	1	1	1	2			470	0	470	470	470	Covered, 8' Long	
Fuel Pump Trailer	0	1	1	1	1			470	0	470	470	470	Covered, 8' Long	
Patrol Bikes	0	1	1	1	6				50	100	150	200	Need power at wall racks	
Storage	0	1	1	1					100	200	200	250	Mezzanine storage should be utilized	
EMS Break/Day Room	0	1	1	1.5				250	0	250	250	375		
EMS Bunkroom	0	2	2	3				120	0	240	240	360		
EMS Shower/RR	0	1	1	2				90	0	90	90	180		
EMS Storage	0	1	1	1.5					50	80	100	100		
EMS Bay	0	1	1	2				470	0	470	470	940		
Laundry	0	1	1	1				150	0	150	150	150		
Bulk / Open air storage	0	1	1	1				1000	0	1000	1000	1000	All covered, 50% enclosed.	
Garage Bays: (1) processing	0	1	1	1				475	0	475	475	475	With vehicle lifts, motorcycle lift, compressors (Compressor to be remote), emergency eye wash/shower, sink. One bay is lockable/secure. Movable partition between bays.	
<b>Subtotal J: Personnel Space + Support Space</b>									160	4905	4985	6380	Subtotal E + F	
<b>Departmental Circulation (40%)</b>									60	1962	1994	2552	Subtotal C * 0.40	
<b>Projected Total Storage Functions SF</b>									210	6,867	6,979	8,932		

DEPARTMENT: Library  
CURRENT LOCATION: No current Library

POSITION / SPACE	SWORN/ UNSWORN	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
		17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471			
<b>Personnel Space</b>														
Library Director	0	1	1	1				OF-4	200		200	200		
Assistant Director	0	1	1	1				OF-6	150		0	150		
Library Staff	0	2	4	5				OF-7	120		240	480		
Volunteers	0	3	4	6									Staff space in "staff work areas" below	
<b>Subtotal A: Personnel Space</b>		0	6	10	13						440	830		
<b>Support Space:</b>														Community Space. Classrooms. Kids activities. Computers
<b>LOBBY</b>														Pre-Function Space
Lobby										300	1000			
Vestibule											100			
Seating										100	100			
Public Restrooms										500	500			
Vending											100			
<b>STAFF WORK AREAS</b>														
Service desk										200	200			Public Side
Staff Work, Main Area										250	500			includes Service window
Copy/Print										200	200			copy/print, millwork for storage
Storage										100	100			holiday, office supply, etc.
Book Return										75	75			
Loading											300			
Youth Staff Work Area											700			
IT Work Area										150	150			
<b>COLLECTIONS &amp; SERVICES</b>														
Public Computers										250	800			
Browsing/Holds										200	500			new books, holds, DVDs
Youth-Preschool										400	2000			
Youth-Juvenile										400	1500			
Youth Service's Multi-Purpose Room											1500			Large meeting space divisible into two rooms
Teen/Young Adult										400	1000			
Adult										600	2000			
Quiet Reading Room										200	700			
Multi-Purpose Meeting Room											1500			Large meeting space divisible into two rooms
Technology Classroom											700			classroom setup or group study
Conference Room										200	150			For staff and public use
Study Room - Small											150			
Study Room - Large											300			
Teaching Pantry/Catering Kitchen											175			
<b>GENERAL BUILDING</b>														
Mother's Room											75	75		Sink, nursing chair, baby changing station.
Storage Rooms										200	480			various storage rooms to support collections, etc.
Family Rest Room										75	75			
Staff Restroom										75	150			
Staff Breakroom										120	250			
Janitor										80	80			Mop Sink, Rolling trash bin, supply storage
Electrical Room										100	100			
Mechanical Room										200	200			
MDF										80	80			
Fire Riser										50	50			
<b>Subtotal B: Support Space</b>											5580	18540		
<b>Subtotal C: Personnel Space + Support Space</b>										6020	19370			Subtotal A + B
<b>Departmental Circulation (40%)</b>										2408	7748			Subtotal C * 0.40
<b>Projected Total Departmental SF</b>										8428	27118			

Note: The City currently does not have a Library

# ANIMAL CONTROL

DEPARTMENT: Manor Police --Animal Control Building  
CURRENT LOCATION: 402 West Parsons Street

POSITION / SPACE	SWORN/ UNSWORN	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
		17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471			
<b>ANIMAL CONTROL-stand alone bldg.</b>														
<b>Personnel Space</b>														
Civilian Supervisor Animal Services	U	0	0	1	1			OF-6	150	0	0	150	150	
Animal Control Officer	U	1	2	3	4	WS	38	WS-4	64	64	128	192	256	
Shelter Tech	U	0	1	2	3			WS-3	81	0	81	162	243	
<b>Subtotal E: Personnel Space</b>		1	3	6	8					64	209	504	649	
Staff % Growth			200	500	700									
<b>Support Space:</b>														
Lobby		1	1	1	1					100	110	120	140	With Windows to display animals for adoption
Dog Kennels		5	6	8	10					30	150	180	240	300
Adoption play rooms		1	2	2	3					80	160	160	240	
Quarantine Room		1	1	1	2					126	126	126	252	multiple kennels
Adoption Cat Room		1	1	1	2					100	100	100	200	crates on display
Secure Drug Room		1	1	1	1					35	40	45	55	This can be a cabinet in a secure room (Lab or Work Rm).
Exam/Wash Room		1	1	1	2					120	120	120	240	
Laundry Room		1	1	1	1					120	120	120	120	Sink, Com Washer/Dryer
Lab		1	1	1	1					60	60	80	100	
Storage		1	1	1	1					100	150	200	250	Large Deep Freezer, catch poles, dog/cat food, kitty litter.
Mechanical/Electrical Room		1	1	1	1					80	100	125	150	
IT closet		1	1	1	1					50	50	50	50	
Restroom		1	1	2	2			RR	75	75	150	150	150	Single use. Staff could possibly share with public.
<b>Subtotal F: Support Space</b>										1196	1391	1636	2247	
<b>Subtotal G: Personnel Space + Support Space</b>										1260	1600	2140	2896	Subtotal E + F
<b>Departmental Circulation (40%)</b>										504	640	856	1158	Subtotal C * 0.40
<b>Projected Total Animal Control SF</b>										1,764	2,240	2,996	4,054	

# RECREATION CENTER

DEPARTMENT: Recreation Center  
 CURRENT LOCATION: No current Recreation Center

POSITION / SPACE	ASSUMED LEVEL	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
		17,500	35,000	55,000	100,000	TYPE	SF	TYPE	SF	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471					100	214	471			
<b>Personnel Space</b>														
<b>Administration</b>														
Parks Recreation Director	0	1	1	1			OF-5	165		165	165	165		
Parks Director	0	0	1	1			OF-4	200		0	200	200		
Recreation Center Staff	0	3	4	5			OF-7	120		360	480	600		
Crewman	0	3	3	3						0	0	0	In Field	
Program Specialist	0	1	2	3			OF-6	150		150	300	450	Shared office for two	
<b>Subtotal A: Personnel Space</b>	<b>0</b>	<b>8</b>	<b>11</b>	<b>13</b>					<b>675</b>	<b>1145</b>	<b>1415</b>			
<b>Support Space:</b>														
<b>GENERAL BUILDING</b>														
Lobby										600	800	1000		
Entry Vestibule										80	80	100		
Reception desk										80	100	120		
Public Restrooms		2	3	6			RR	250		500	750	1500		
Multi-Purpose Rooms										2500	4000	8000	Yoga, Zumba, Seniors, GED classes	
Multi-Purpose Room Storage										300	600	1000		
Conf./Activity Room Large										400	1200	2500		
Kids Club area										250	500	1700	Ages 1-7	
Teen Game Room										0	600	3000		
Break / Vending Room										250	250	400		
Concessions or Catering Kitchen										200	500	3200		
Coffee Bars										40	40	120		
Copy/Supply										200	300	800		
Fitness Room										1000	2000	8500		
Multi-Function Court										2400	4800	13000		
Locker Room (unisex)										400	600	2500		
Locker Room Showers		4	6	10			RR	90		360	540	900	Wall hooks, benches	
Mechanical/Electrical										800	1200	2300		
IT Room										100	100	300		
Sprinkler Room										50	50	75		
Mothers Room										70	70	140		
Janitor										200	300	600		
Volunteers / Visiting Instructors desk space	0	2	3	4			WS-5	63		126	189	500	Function as Emergency Shelter	
<b>Subtotal B: Support Space</b>	<b>0</b>						<b>0</b>		<b>0</b>	<b>10906</b>	<b>19569</b>	<b>52255</b>		
<b>Subtotal C: Personnel Space + Support Space</b>	<b>0</b>						<b>0</b>		<b>0</b>	<b>11581</b>	<b>20714</b>	<b>53670</b>	Subtotal A + B	
Departmental Circulation (40%)							<b>0</b>		<b>0</b>	<b>4632</b>	<b>8286</b>	<b>21468</b>	Subtotal C * 0.40	
<b>Projected Total Departmental SF</b>							<b>0</b>		<b>0</b>	<b>16,213</b>	<b>29,000</b>	<b>75,138</b>		

Note: The City currently does not have a Recreation Center

# STAFF PROJECTION SUMMARY

The chart below is a summary of the each department's staff today and at future benchmark populations. Details of the staff projections are shown on the previous pages of detailed department spreadsheets. The orange colored spreadsheet cells compare the percentage of population growth versus the percentage of staff growth.

DEPARTMENT	STAFF			
	17,500	35,000	55,000	100,000
Population Growth Percentage		100	214	471
<b>STAFFING</b>				
City Manager	2	6	8	8
City Secretary	1	2	6	6
Finance / Utility Billing	10	21	29	46
Human Resources	3	7	9	11
Information Technology	3	5	9	10
Municipal Courts	4	13	15	17
Community Development Services	1	2	4	4
Development Services	10	24	40	51
Economic Development	1	3	4	4
Police Department	49	100	171	274
Police Department - Animal Control	1	3	6	8
Public Works	34	73	99	125
Visitors Center	0	0	1	1
Warehouse	0	2	4	6
Library	0	6	10	13
Recreation Center	0	8	11	13
<b>TOTAL CITY STAFF</b>	<b>119</b>	<b>275</b>	<b>426</b>	<b>597</b>
Staff Growth Percentage		132	259	404

# SQUARE FOOTAGE SUMMARY Item 3.

Below is an overview of the total space need in square feet for all the City Departments as detailed in the spreadsheets on the previous pages. The total required square footage at the chosen Population Benchmarks are the final row in bold.

MANOR FACILITIES PROGRAM SQUARE FOOTAGE SUMMARY					03.09.2023
POSITION / SPACE	AREA				NOTES
	17,500	35,000	55,000	100,000	
Population Growth Percentage		100	214	471	
<b>CITY ADMINISTRATIVE FUNCTIONS</b>					
City Manager's Office	1,065	2,213	2,927	3,221	
City Secretary	490	666	1,348	1,530	
Finance / Utility Billing	1,670	2,871	3,609	5,421	
Human Resources	771	1,309	1,660	2,062	
Information Technology	871	1,460	2,178	2,761	
Municipal Court	1,273	3,084	3,468	4,218	
Community Development Services	448	701	956	1,040	
Development Services	1,296	3,028	4,628	5,838	
Economic Development	560	1,002	1,303	1,569	
Visitors Center	0	630	771	869	City currently does not have a Visitor Center
City Hall Shared Support Spaces	19,599	24,576	29,014	36,483	
<b>Subtotal A:</b>	<b>28,043</b>	<b>41,542</b>	<b>51,864</b>	<b>65,013</b>	
<b>PUBLIC SAFETY FUNCTIONS</b>					
Police Department	26,852	45,360	56,676	75,388	
Police Department Storage Functions	210	6,867	6,979	8,932	
Animal Control	1,764	2,240	2,996	4,054	
<b>Subtotal B:</b>	<b>28,826</b>	<b>54,467</b>	<b>66,651</b>	<b>88,374</b>	
<b>OTHER CITY FUNCTIONS</b>					
Public Works	4,949	8,893	10,800	12,954	
City Warehouse	0	23,097	45,588	68,289	City currently does not have a Warehouse
Library	0	8,428	27,118	0	City currently does not have a Library
Recreation/Community Center	0	16,213	29,000	75,138	City currently does not have a Rec Center
<b>Subtotal C:</b>	<b>4,949</b>	<b>56,631</b>	<b>112,506</b>	<b>156,381</b>	
<b>GRAND TOTAL SQUARE FOOTAGE</b>	<b>61,818</b>	<b>152,640</b>	<b>231,021</b>	<b>309,769</b>	A+B+C

# PROPOSED PROJECTS

With the space needs for each department established, the next step in the Facility Needs Assessment was to determine potential project solutions to meet the needs.

On the subsequent slides there is an overview for each project that includes a text description, a graphic representation of the square footage, and a concept site axonometric.

**IN NO PARTICULAR ORDER, THE PROPOSED PROJECTS ARE AS FOLLOWS:**

- NEW POLICE HEADQUARTERS**
- NEW CITY HALL**
- NEW CITY WAREHOUSE**
- NEW LIBRARY**
- NEW RECREATION CENTER**

# NEW POLICE HEADQUARTERS

## Recap of current Police Building:

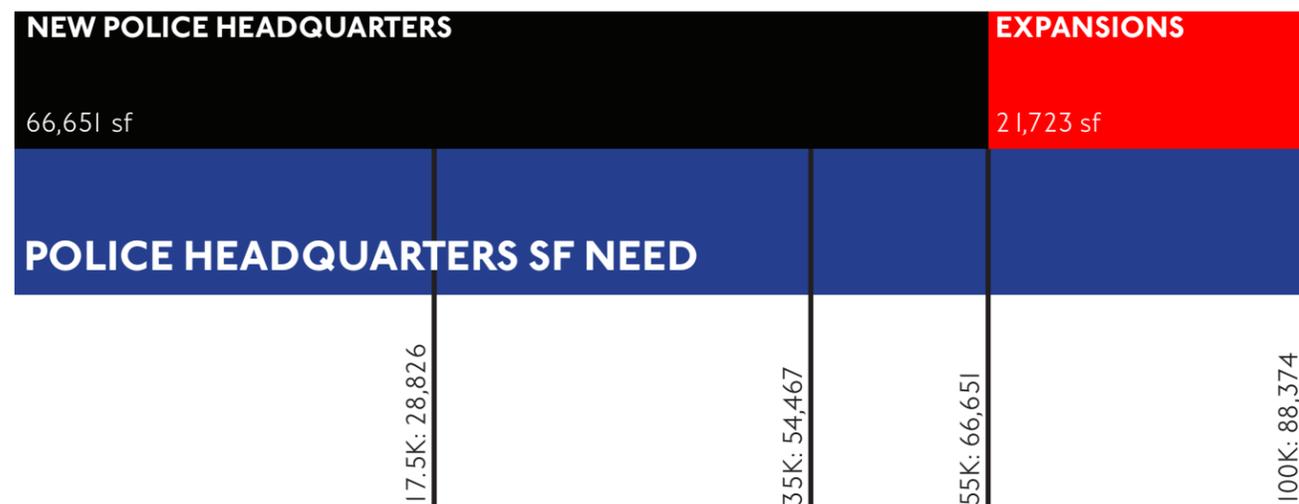
The current Police Building, at 402 West Parsons Street, is a modular building and was never intended to be a long term home, is not in good condition, and the Police Department has outgrown the space. The site location is also not ideal for public safety given there is a water tower on site and a rail line along the back edge of the property.

## New Police Headquarters Program Overview:

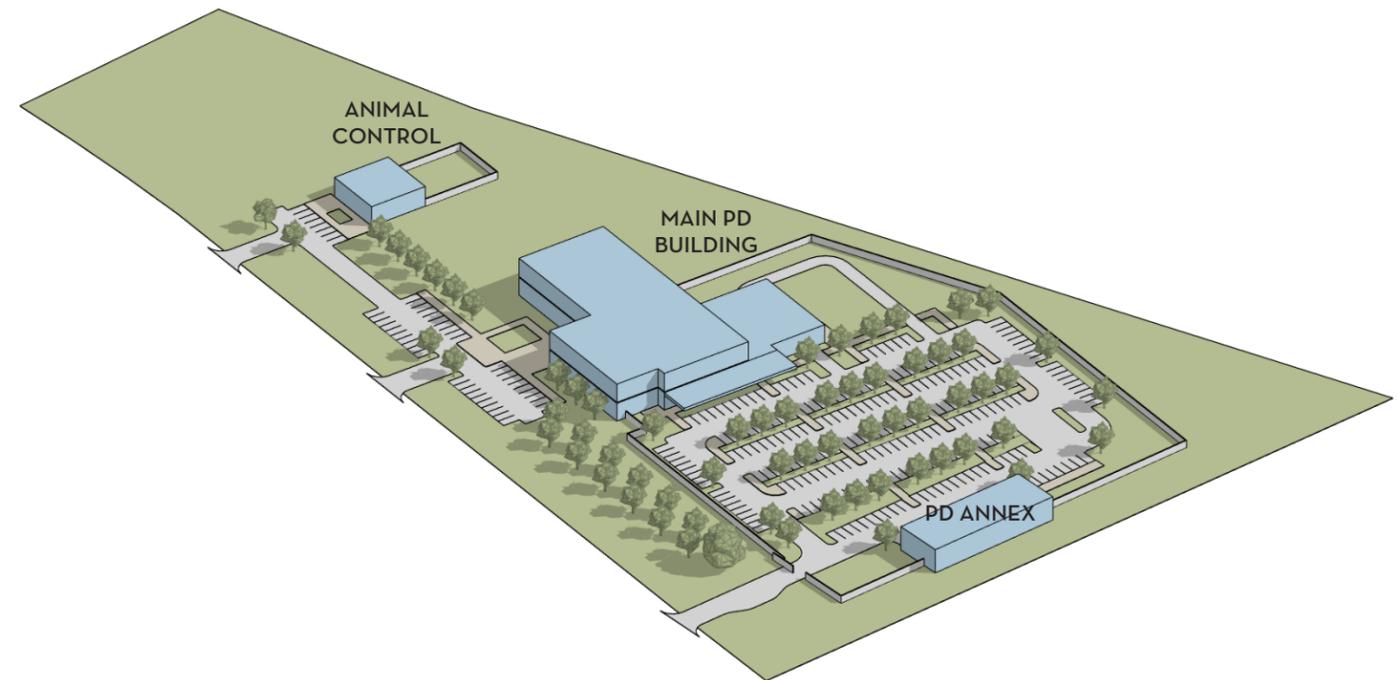
The proposed new project is envisioned to have three main components: a new main Police Building, a new Annex Building, and a new Animal Control Building. The main Building will house Police staff and operations. The Annex will be for large equipment storage and provide space for potential EMS operations. The Animal Control Building will be dedicated to animal control with public access to adoption spaces.

The proposed size for the initial project is 66,651 square feet which is the space need identified as needed at a population of 55,000. After the initial construction, the additional square footage needed at 100,000 population would be an expansion.

The graphic below is a 'to scale' representation of the square footage needs



## CONCEPT SITE AXO



# NEW CITY HALL

## Recap of current City Hall:

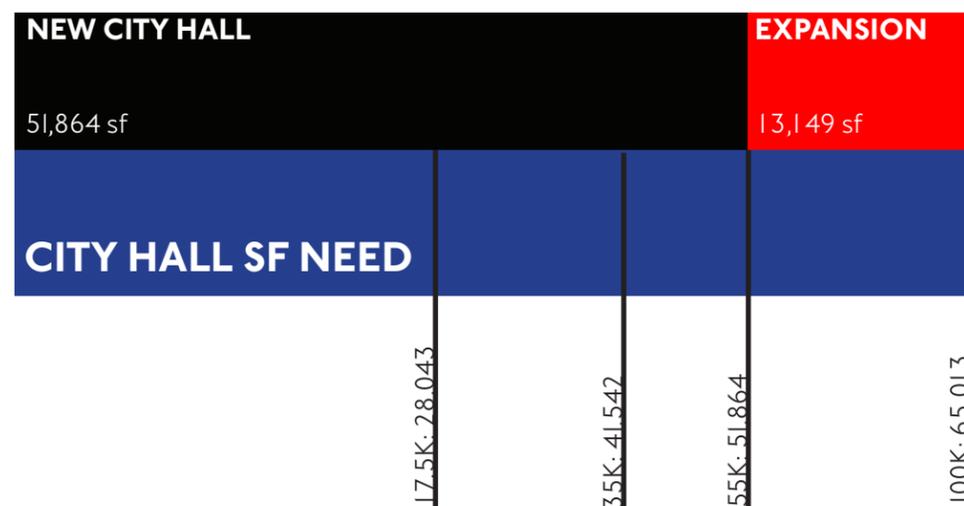
The current 9,242 square foot City Hall, at 105 East Eggleston Street, houses the Council Chamber, Municipal Court, City Manager, City Secretary, Finance, Human Resources, Information Technology, Community Development, Economic Development, and support spaces. The building is generally in good condition. With current department staffing, the building is full with no room for staff growth.

## New City Hall Program Overview:

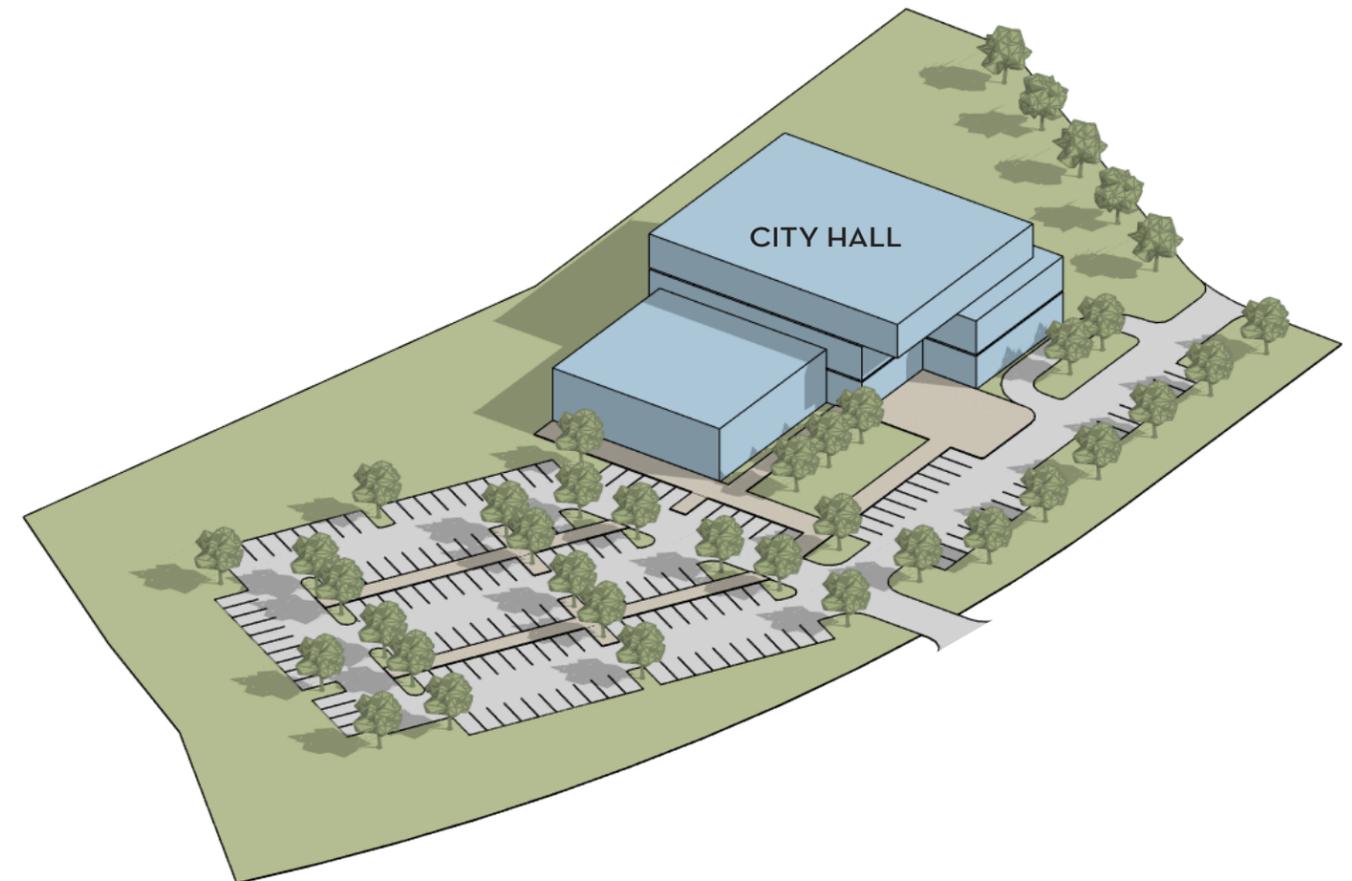
The proposed new project is envisioned to house all the departments currently in the existing City Hall (see list above) and Development Services added in by departing their current location at the Public Works building. Also included in the program is space for a Visitor’s Center and community spaces.

The proposed size for the initial project is 51,864 square feet which is the space need identified as needed at a population of 55,000. After the initial construction, the additional square footage needed at 100,000 population would be an expansion.

The graphic below is a ‘to scale’ representation of the square footage needs



## CONCEPT SITE AXO



# NEW CITY WAREHOUSE

## New City Warehouse Program Overview:

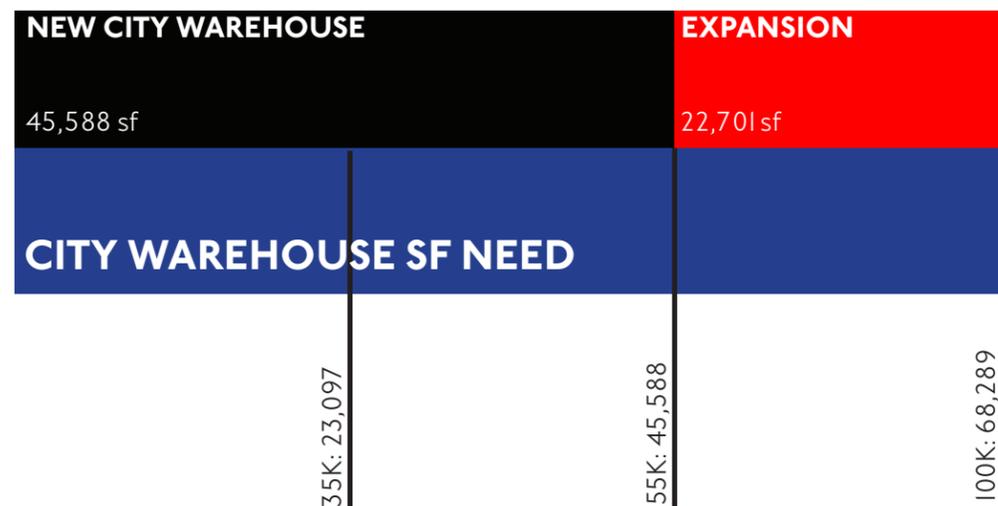
Currently there is no single space dedicated to general storage for the City. The vision for this new City Warehouse is to provide storage for all City Departments and to provide space for emergency response supplies.

The proposed size for the initial project is 45,588 square feet which is the space need identified as needed at a population of 55,000. After the initial construction, the additional square footage needed at 100,000 population would be an expansion.

## CONCEPT SITE PLAN



The graphic below is a 'to scale' representation of the square footage needs



# NEW LIBRARY

## New Library Program Overview:

Currently the City does not have a Library. As such, the proposed plan is for the City to hire a Library Director and a small staff and to establish a small Library as a launching pad for this new service. Instead of the first step being a new, ground up facility, the City may search for an existing/available lease space to finish-out and move into.

The scenarios discussed as potential solutions are as follows:

### Scenario 1:

Step 1: Renovate existing City Hall after completion of a New City Hall as initial Library.

Step 2: Building a new, ground-up Library as population reaches 55,000 and success of Library program can be accessed.

### Scenario 2:

Step 1: In the near future, find an existing building to lease and create an initial Library.

Step 2: Renovate existing City Hall after completion of a New City Hall to be a more permanent Library.

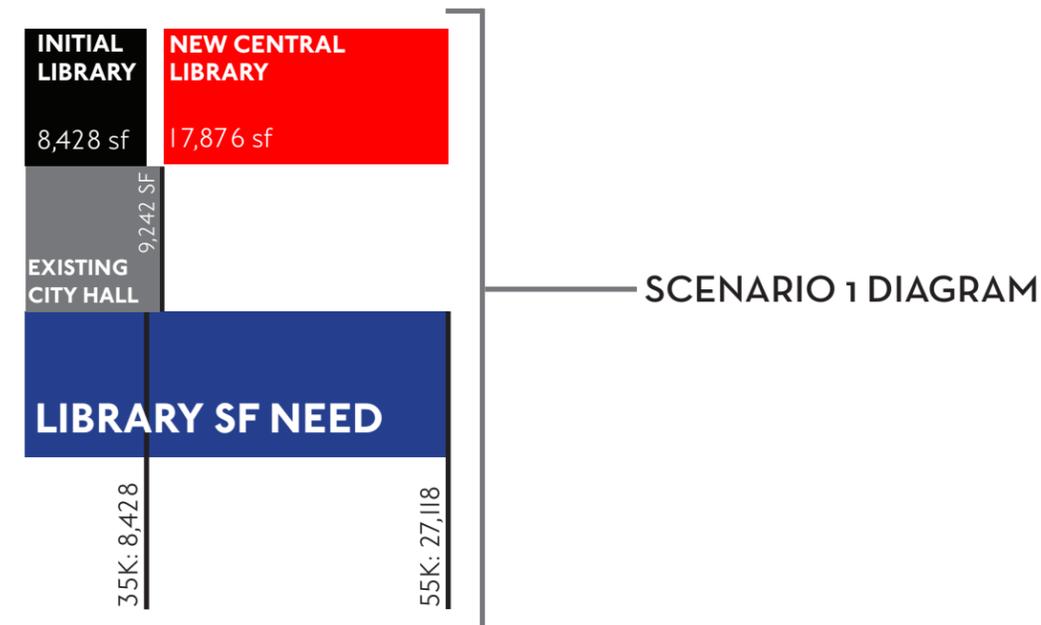
Step 3: Building a new, ground-up Library once population reaches 55,000 and success of Library program can be accessed.

### Scenario 3:

Step 1: In the near future, find an existing building to lease and create an initial Library.

Step 2: Building a new, ground-up Library once population reaches 55,000 and success of Library program.

The graphic below is a 'to scale' representation of the square footage needs

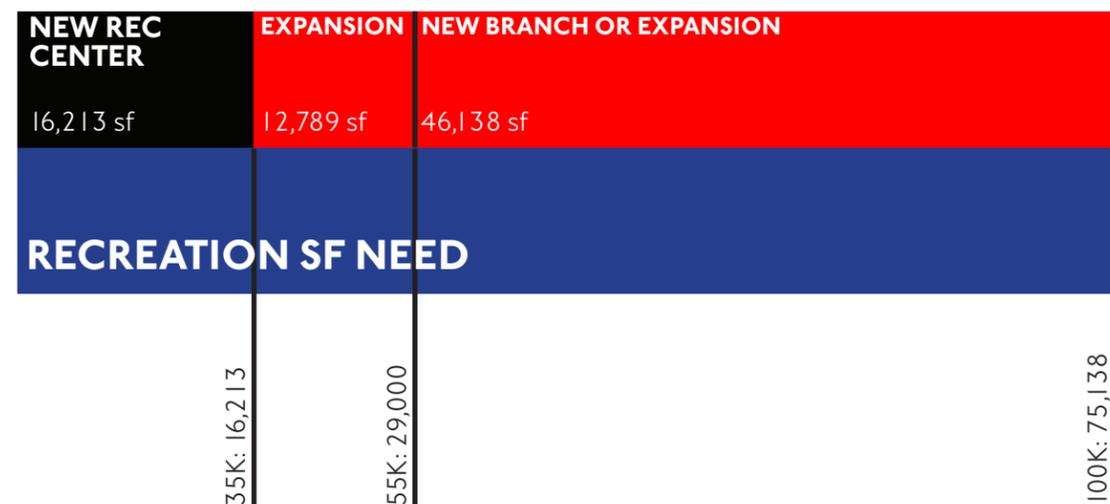


# NEW RECREATION CENTER

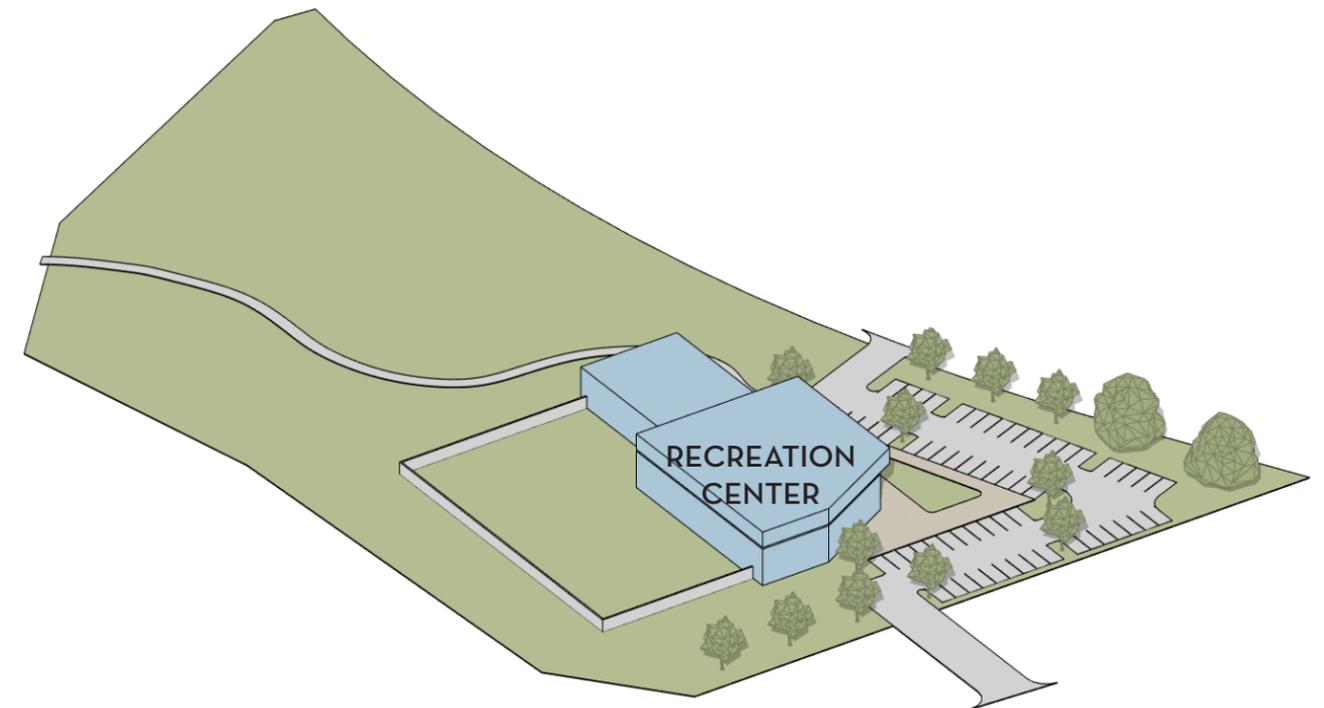
## New Recreation Center Overview:

Currently the City does not have a Recreation Center. As such, the proposed plan is launch a Recreation Department and program with an initial Recreation Center project sized to be 16,213 square feet to serve the population benchmark of 35,000. This results in a ratio of .46 square feet per citizen. A rule of thumb for recreation space for cities is 1 square foot per citizen. So, the long range plan would be to do a second (or expanded) Recreation Center at the 55,000 population benchmark to yield .52 square feet per citizen, and third (or expanded) Recreation Center at the 100,000 population benchmark to yield .75 square feet per citizen. The ultimate growth of the Recreation Center will likely be adjusted based on the success and usage of the initial Recreation Center.

The graphic below is a 'to scale' representation of the square footage needs



## CONCEPT SITE AXO



**THANK YOU**



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

- Finance – Lydia Collins, Director of Finance
- 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
- Community Development – Debbie Charbonneau, Heritage and Tourism Manager
- 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

- April 2023 Department Monthly Reports

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and accept the April 2023 Departmental Reports.

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



# Manor Police Department

## Monthly Report April 2023



# Manor Police Department By The Numbers February



**1366**

Number of calls for service

**45**

Average calls per day



Total Training Hours

**223**



Mental Health Calls

**10**



Juvenile Detentions

**1**

# Interactions



7

Community Events

1

Hosted Events

6

External Events



0:02:18

Average response time



2.5

The average number of people an officer interacts with per call



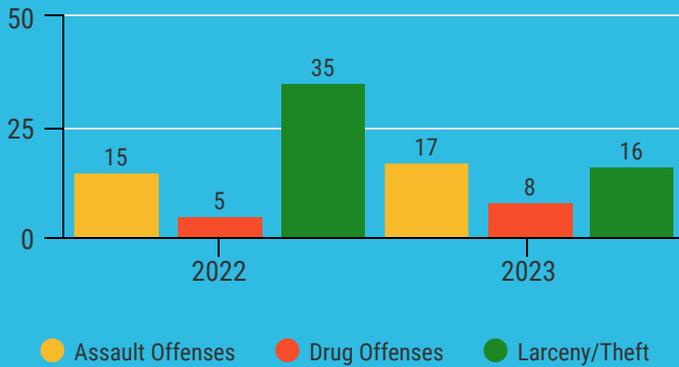
2257

The estimated number people officers interact with on calls alone

# Criminal Offenses

## National Incident Based Reporting System

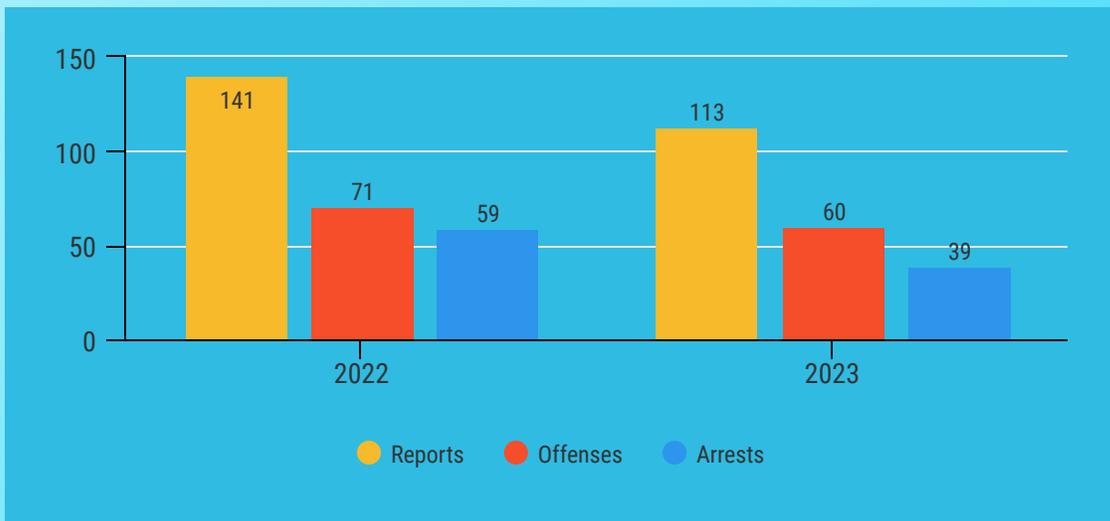
Group A Offenses April 2022/2023 Comparison



Offense Group	2022	2023
Group A*	74	62
Group B	68	57

Crime Type	2022	2023
Persons	21	25
Property	53	44
Fraud	6	4
Crimes against Children	2	2

## Incident Reports, Total Offenses, and Arrests



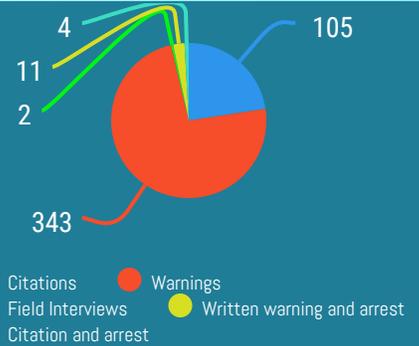
\*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.  
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses,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

# Traffic Enforcement Analysis



463

Total traffic stops conducted



13

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.



24 searches out of 463 stops

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

**CONTRABAND**

16

Contraband, such as alcohol and drugs, was discovered as a result of the stop.

# Traffic Enforcement Analysis



**11**  
Crashes

**1**  
Involving Alcohol  
or Drugs

**13**  
DWI  
Arrests

## DWI Arrests by the numbers\*



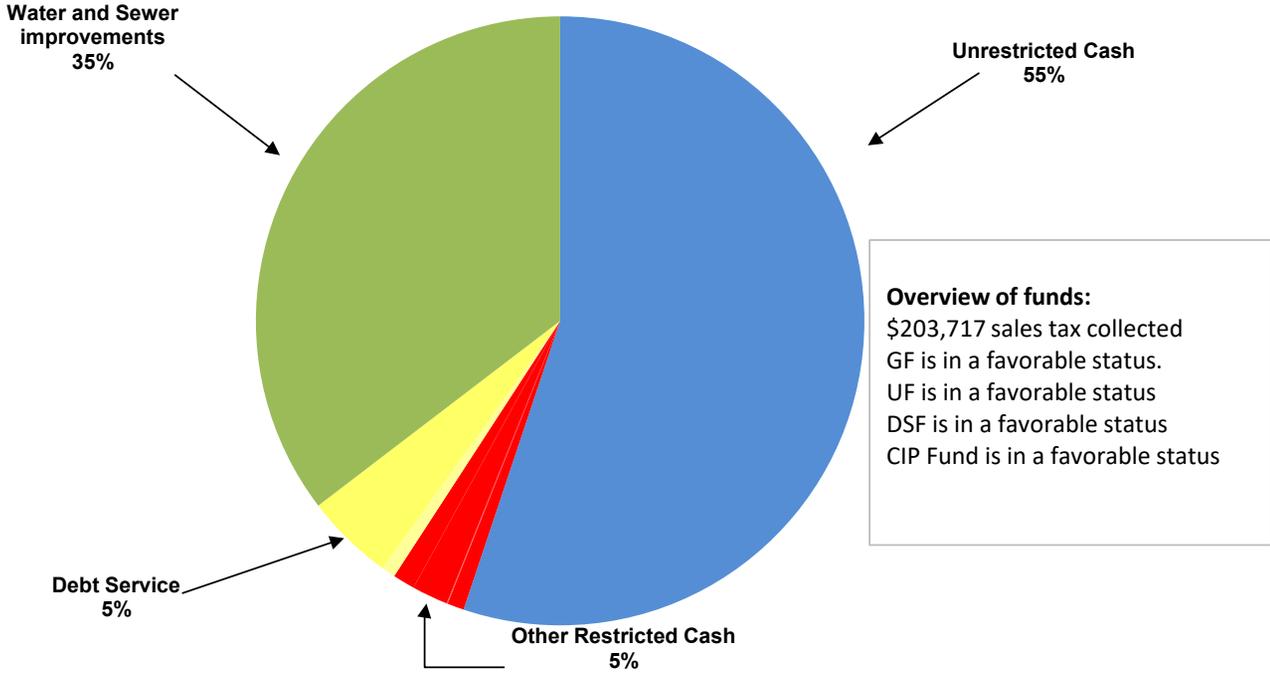
### Manor Police Department DWI Profile - April 2023



\*WAITING ON UPDATED LEADRS REPORT

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

<b>CASH AND INVESTMENTS</b>	<b>GENERAL FUND</b>	<b>UTILITY FUND</b>	<b>DEBT SERVICE FUND</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
Unrestricted:						
<b>Cash for operations</b>	25,061,721	13,304,200				38,365,922
Restricted:						
<b>Tourism</b>				619,524		619,524
<b>Court security and technology</b>	34,950					34,950
<b>Rose Hill PID</b>				1,337,252		1,337,252
<b>Customer Deposits</b>		818,889				818,889
<b>Park</b>	513,563					513,563
<b>Debt service</b>			3,272,406			3,272,406
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>				8,903,748	15,709,879	24,613,627
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 25,610,233</b>	<b>\$ 14,123,090</b>	<b>\$ 3,272,406</b>	<b>\$ 10,860,524</b>	<b>\$ 15,709,879</b>	<b>\$ 69,576,132</b>





# Travis County Emergency Services District No.12

Item 4.

## 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 – April 2023

### Calls - Month

2023 - 363  
 2022 - 389  
 2021 - 324

### Calls by Unit

Eng1201 - 93      SQ1201 - 165  
 Eng1202 - 85      Eng1203 - 129  
 Bat1201 - 40      FMO1201 - 5,  
 ### call reviews

### Calls - CYTD

2023 - 1613  
 2022 - 1517  
 2021 - 1433

### AVG Response Time - Month

8 min, 55 sec

### AVG Response Time - CYTD

8 min, 46 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	4	3	24	17
Bastrop Co. ESDs	0	0	0	0
BT1/ESD 13	0	0	0	0
Elgin VFD	0	1	1	3
TC ESD 2	5	6	38	52
TC ESD 11	2	0	20	0
TC ESD 9/6/3	0	0	15	0
WILCO Dept's	0	0	6	6
-----	-----	-----	-----	-----
<b>TOTAL</b>	<b>11</b>	<b>10</b>	<b>104</b>	<b>78</b>

### Incident by Type

100 Fire.....	58	200 Rupture/Explosion...	0	300 EMS/Rescue	262
400 Hazardous Condition.	7	500 Service Call.....	15	600 Good Intent.	7
700 False Calls.....	14	900 Other.....	0	800 Nat. Disaster	0

### Training and Events

- Front Line Mobile Health
- DCPE Education Hour Training
- K9 Critical Care class
- Chainsaw class
- Drafting class
- Children's Day Manor Kids Dentist

### Awards and Recognition

- LT Griffith 9yrs.
- LT Ruiz 8yrs.
- LT Canclini and LT Salmons 6yrs.
- FMO Treffer 3yrs.
- FE Hill 1yr.\*
- K9 Ember assist with Georgetown PD



# Travis County Emergency Services District No.12

Item 4.

## 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 – April 2023

### Prevention Division Activities (ESD/CoM)

Builder   Developer Mtgs.....	3 (2/1)	Site Visits.....	71
Reviews.....	32 (18/14)	Initial Inspections .....	38 (25/9)
Under Review.....	2 (1/1)	Reinspection.....	7 (3/4)
Re-submittals.....	13 (7/6)	Residential Inspections.....	12
Approvals / Permits Issued.....	14 (7/7)	Investigation Responses.....	5 (5/0)
Awaiting Response from Applicant.....	11 (6/5)	Hydrant Inspections/Tests.....	8
Review Turn-Around (AVG last 30 days)	5 days	Complaint Inspections.....	8 (3/5)

###



# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: May 17, 2023

RE: **April 10 to May 19 Economic Development Department activity**

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- Public Facilities Corporation documents received and corporation is operational
- Completed RFP for City's Branding Services Scope of Work to be considered by Council and advertised for bids
- Met with major retailer's tax advisor firm Ernst & Young interested in incentives and locating in Manor in Manor Crossing project
- Zoom meeting with IT training firm ClusterIT/Kvistas interested in expanding into Manor
- Met with Capital Metro staff regarding current issues and future participation and assistance
- Met with mechanical contracting firm with **150 jobs** contemplating relocation to Manor considering former Bentoli building on 290; confirmed **5F Mechanical will relocate here**
- Zoom meeting with Carhart Enterprises regarding potential multimedia production studio startup in Manor; feasibility started; discussed state and local incentives available
- Met potential downtown developer/owner of a lot on Parsons interested in building and discussed their current impediments and potential assistance
- Toured industrial property with 10 Wonik Materials executives and broker (8 from Korea) 4/19 and discussed property pricing, workforce and utility availability, prior to their tour of Taylor, Hutto and Georgetown; follow-up Zoom meetings
- Met with **Hillmat Coatings, LLC** of Korea, **new purchaser of property** in Manor Commercial Park, about annexation and zoning, utilities and other building needs to establish business in Manor; **3-4 jobs initially**
- Met with Stacy Rhone of Big Austin on issues involving their Planet K property
- Met with Redventures principals regarding development plans and opportunities for their 23 acre industrial property on Old Kimbro Rd.; discussed utilities, annexation and alternatives
- Met on Blue Bluff Rd. Austin-Manor ETJ/CCN Transfers
- Zoom meeting with Vault Development on Kimbro Rd. property development plans/status
- Multiple calls, research and meetings on PFC/affordable housing and W2 offer with counsel
- Completed City Comprehensive Plan binding project



# MEMO

- Zoom meeting with Matt Leach of Fiberlight on potential fiberling system opportunity sourced by Opportunity Austin
- Conducted Business View Magazine interview with Mayor, City Manager, and Development Services Director with Karen Surca regarding PR article about Manor for upcoming issue
- Conducted Austin Business Journal interview with Mayor, City Manager, and Development Services Director with Justin Sayers regarding PR article about Manor for upcoming issue.
- Zoom meeting with Matt Woodard and National Fitness Campaign regarding partial grant funding for Fitness Course program for park installation
- Zoom call with Mayor, City Manager and YMCA regarding future facility, interest level, location/colocation, process and funding opportunities
- Attended TML Legislative Webinar; witnessed in-person Capitol hearing for HB5
- Attended 2 Chamber of Commerce Lunches and Manor PD presentation; visited Hutto City Hall for facility tour; attended Opportunity Austin Regional Partners Meeting at Austin Board of Realtors HQ with Governor's Office of ED representatives; attended Central Texas Commercial Area Realtors luncheon at Norris Conference Center
- Obtained Chapter 380 Agreement and Development Agreement for Manor Commons Phase 3 from legal to return to Greenview Development for final review
- Obtained Ordinance from legal to cancel (expired) previously established Ordinance 309 Reinvestment Zones to allow further TIRZ and Reinvestment Zones within the city or prevent confusion therewith
- Meeting at City Hall with First United Bank to form strategic alliance for future lending and capital resource opportunities
- Scheduled call with Han's Laser Technology for 5/19 on former Drayer tract plans
- National Economic Development Week luncheon and presentation at Pflugerville CDC
- Attended 3 staff meetings; 2 City Council Meetings; 1 City Council Workshop; 1 CBAC bond committee meeting

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

**April 1-30, 2023**

Description	Projects	Valuation	Fees	Detail
Certificate of Occupancy	1	\$0.00	\$172.00	Luna's Candies
Commercial Electrical	2	\$8,000.00	\$484.00	
Commercial Foundation	1	\$150,000.00	\$117.00	
Commercial Irrigation	1	\$11,282.00	\$2,480.00	
Commercial Sign	2	\$27,340.00	\$364.00	
Commercial Swimming Pool/Spa	1	\$300,000.00	\$882.00	
Educational New	1	\$8,096,274.63	\$63,938.20	Manor New Tech - Multipurpose Bldg
Residential Deck/Patio	1	\$8,000.00	\$227.00	
Residential Electrical	5	\$89,590.26	\$535.00	
Residential Foundation Repair	3	\$0.00	\$291.00	
Residential Irrigation	42	\$69,400.00	\$4,494.00	
Residential Mechanical-HVAC	2	\$7,499.90	\$291.00	
Residential New	30	\$9,979,293.50	\$244,248.00	
Residential Plumbing	2	\$11,075.00	\$274.00	
<b>Totals</b>	<b>94</b>	<b>\$18,757,755.29</b>	<b>\$318,797.20</b>	

Total Certificate of Occupancies Issued: 55

Total Inspections(Comm & Res): 1,539

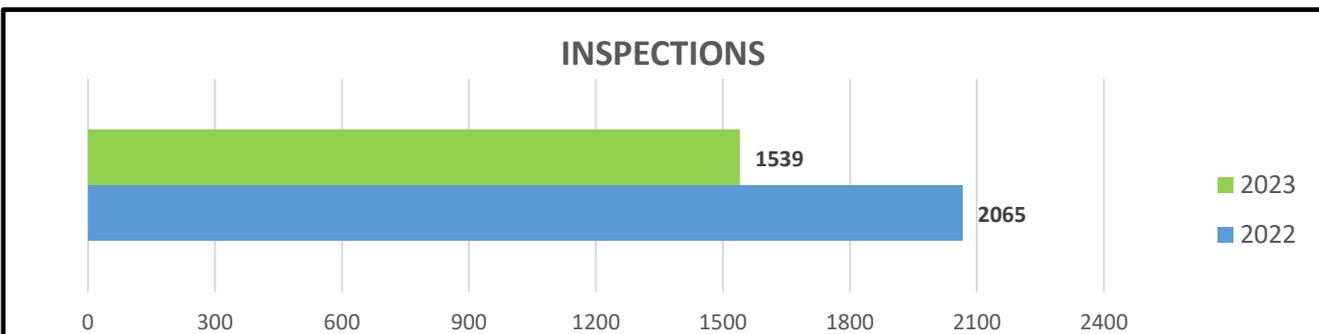
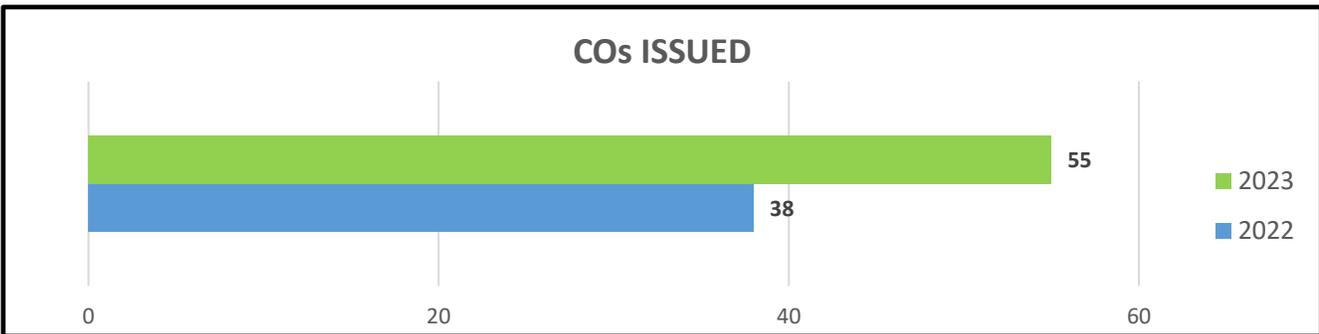
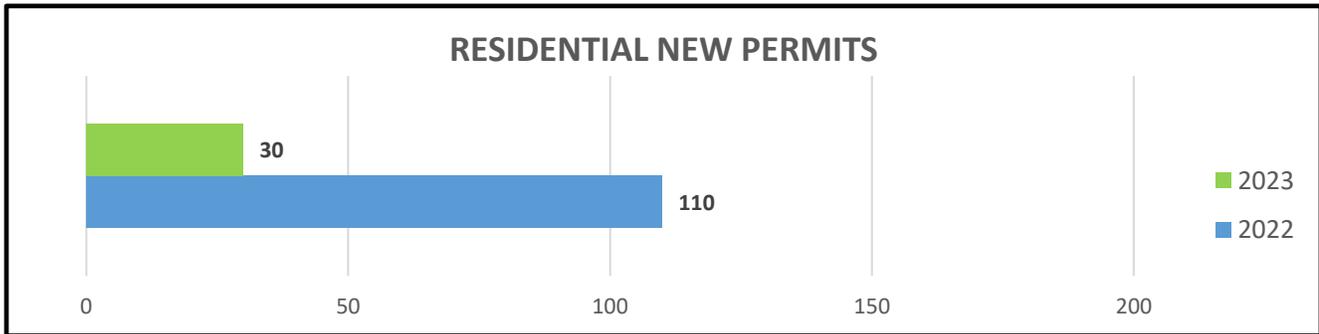
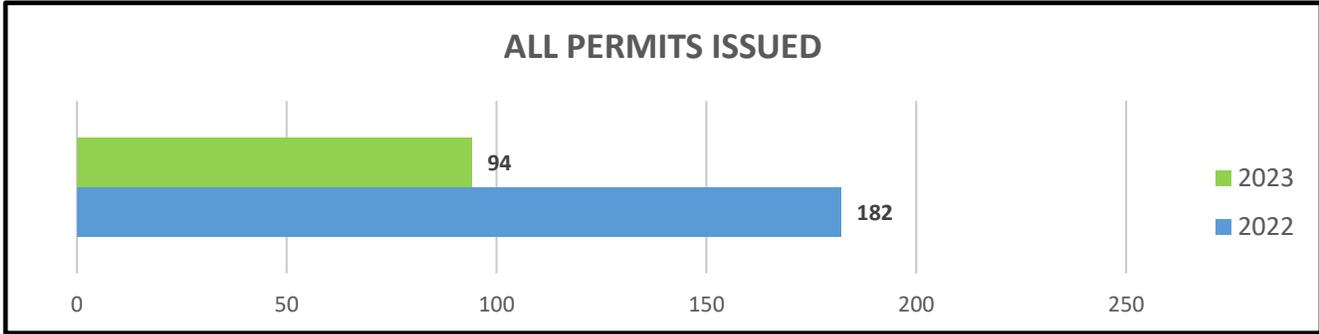
*Scott Dunlop, Development Services Director*





# April 2023

DEPARTMENT OF DEVELOPMENT SERVICES  
SCOTT DUNLOP, DIRECTOR



\*Charts displayed at different scales



# MEMO

To: Mayor and City Council Members  
From: Debbie Charbonneau, Heritage & Tourism Manager  
Date: May 17, 2023  
RE: **April & May**

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## COMMUNITY MEETINGS

- Chamber of Commerce Board Meeting – Monday, April 10, 2023
- Chamber of Commerce Board Meeting – Monday, May 1, 2023
- Chamber of Commerce April Monthly Membership Meeting – Thursday, April 10, 2023
- Chamber of Commerce May Monthly Membership Meeting – Thursday, May 11, 2023
- City Council Meeting – Wednesday, April 19, 2023
- City Council Meeting – Wednesday, May 17, 2023
- Staff Meeting – Tuesday, April 4, 2023
- Staff Meeting – Tuesday, April 18, 2023
- Staff Meeting – Tuesday, April 25, 2023
- Staff Meeting – Tuesday, May 2, 2023
- Staff Meeting – Tuesday, May 9, 2023
- Juneteenth Meeting – Wednesday, April 12, 2023
- Juneteenth Meeting – Wednesday, April 26, 2023
- ManorPalooza Meeting – Monday, May 1, 2023

## BUSINESS CONTACTS/VISITS

I made 26 business contacts/visits for the months of April & May 2023.

## EVENTS

### MANOR ARTISANS MARKET – APRIL 16, 2023 & MAY 21, 2023

The Market will be located at Timmermann Park. Please join them the 3<sup>rd</sup> Sunday of each month and support local artisans from 11:00am – 2:00pm.



# MEMO

## **MANOR COMMUNITY FARMER'S MARKET**

The Market is located at Shadow Glen Club House. Please join them every Wednesday from 4:00pm – 7:00pm and support your local small businesses.

## **CITY OF MANOR EASTER EGG HUNT – SATURDAY, APRIL 1, 2023**

The event was held at Jennie Lane Park, and it was very well attended, even the Easter Bunny.

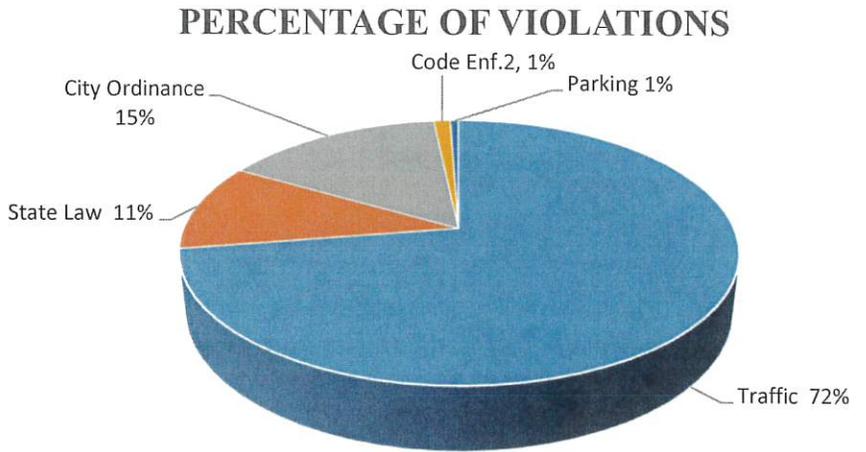
## **MANORPALOOZA – MAY 5 & 6, 2023**

ManorPalooza was a huge success. Everyone had a great time, the food trucks sold out, music was great, the carnival made more money than last year, had vendors that did really well, and the Sausage Eating Contest was a great success with Geoffrey Esper winning 1<sup>st</sup> place for the second year in a row.

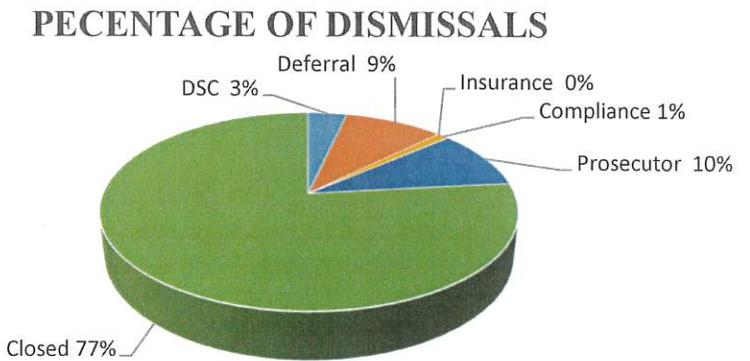
# City of Manor Municipal Court

## APRIL 2023

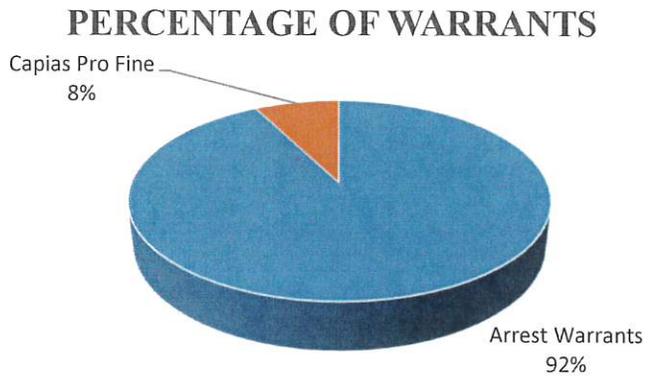
Violations Filed	Apr-23	Apr-22
Traffic	129	201
State Law	19	16
City Ordinance	27	31
Code Enforcement	2	1
Parking	1	0
<b>Total</b>	<b>178</b>	<b>249</b>



Dismissals	Apr-23	Apr-22
DSC	7	6
Deferral	18	9
Insurance	0	2
Compliance	2	10
Prosecutor	19	31
Closed	152	236
<b>Total</b>	<b>198</b>	<b>294</b>



Warrants	Apr-23	Apr-22
Arrest Warrants	84	89
Capias Pro Fine	7	18
<b>Total</b>	<b>91</b>	<b>107</b>



### Money Collected in April 2023

Kept By City	\$26,636.19
kept By State	\$9,499.76
<b>Total</b>	<b>\$36,135.95</b>

### Money Collected in April 2022

Kept By City	\$36,142.20
Kept By State	\$14,203.32
<b>Total</b>	<b>\$50,345.52</b>



# MEMO

To: Mayor and City Council Members  
From: Matt Woodard, Director of Public Works  
Date: May 10, 2023  
RE: April Monthly Report

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## Public Works Department

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

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

### *Water and Wastewater Department*

In April, 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. On April 18<sup>th</sup>, the Water/Wastewater Department hosted their first TWUA meeting. The meeting was a great success, and we look forward to hosting more meetings in the near future.

### *Water Production & Purchase*

In April, 29% of the water we supplied to our residents was from our wells, and purchased 71 % from EPCOR and Manville WSC.

### *Population*

City of Manor- 19,993

Shadowglen- 7,314

CITY OF MANOR  
 CAPITAL PROJECT STATUS REPORT  
 PUBLIC WORKS DEPARTMENT  
 April 26<sup>th</sup>, 2023

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Wastewater Collection System Improvements Project 14621 – Addendum #49	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	The contractor is working on the remaining punch list items for WWCS and LS.	99%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12” gravity wastewater main	City legal issued a request to the contractor for a mitigation proposal to be submitted for review. Proposed mitigation included costs that the contractor wanted City to cover. Waiting on City Legal to determine the next steps.	99%
CIP W-15 FM973 WL 14757 - SOW No. 2	12” Water Line from downtown to Manor Commons area	The change order was approved on the April 5 <sup>th</sup> council meeting. Waiting on signed copy from City.	99%
Pavement Management Program 14843 - SOW No. 3	Pavement Assessment and Management Program	GBA has completed driving the roads. Cassie doing QAQC and preliminary report. 80/20 forecast will be conducted. Pauline will provide Matt with a rolling 5-year list for future repairs once the data is analyzed and street rankings are updated.	Reviewing field data
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	The easement has been purchased. R Construction is challenging the pump and haul invoices. A meeting with the contractor has been scheduled on 3/28.	Construction Phase

Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Preparing Travis County Permit and conducting an amendment for the additional design and analysis. Analysis of the alternate routes is in progress, conducting an internal review of the design memo and OPC.	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Process of scheduling a meeting with the pump rep. Waiting on SCADA information. Shadow Glen Golf Course Easement has been recorded.	Working on Construction documents.
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Conducted a meeting with City Staff to go over the proposed layout. Working on internal review from the redlines. Alignment is being adjusted per information provided by Manville WSC. Easement documents are currently being prepared.	Preliminary Engineering
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	The project was awarded on February 15, 2023. Construction Documents are being processed and reviewing submittals. Conducted Precon 3/14 onsite. Reviewing submittals. Received gen set proposal for Presidential Glen.	Under construction.
FY 2021 Paving Improvements Project 15125 - SOW No. 11	Capital Metro GBA and City-Funded paving improvements	Change order approved by Council. Waiting on signed copy from City. Coordinating Duett driveway cut.	Project close to being closed out.
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Adjusting MH to be below 20' if possible and verified capacity analysis for future growth. 60%+ plans to City this week. Verifying easements.	Preliminary Engineering

Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finish preliminary design. <u>Tentative schedule:</u> 60% plans – 4/5/23 95% plans – 5/15/23 Bid documents – 6/15/23 60% plans sent to city, Setting up review meeting.	Working on Construction Documents
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	All grant-required preliminary engineering is complete. Grant Admin. waiting on the executed purchase agreement for the plant site to submit an application package.	Design Phase Engineering
210 Reuse Authorization Application 15284 - SOW No. 17	Application for reclaimed water authorization for the Cottonwood Creek WWTP as part of the Lease/Purchase Contract	Application amended to include additional uses, per City Staff request. Received TCEQ's comments. Email submittal went out Friday, hard copy was mailed via USPS today, 2/22/2023. GBA received a draft authorization letter, in the process of reviewing it.	Application Submitted, Under Review
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	In progress: Growth projections Model Network setup Data Collection & Existing Conditions Summary	Study Phase
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	The water model is set up, working on scenarios and future growth. Will set up a meeting with the city to review SCADA data and compare results and show the model. Gathered all fire flow data to calibrate the water model.	Study Phase

2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	At the last meeting, the focus was on roadway impact fees. At the next meeting Water and Wastewater fees will be looked at as well as updates to the proposed service area map for the roadway impact fee.	The next meeting is on April 12, 2023
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Preliminary layout complete. On hold until DA with developer gets worked out.	Preliminary engineering.
2023 Sanitary Sewer Evaluation Study 15333 - SOW No. 22	Contract approved at September 7 Council Meeting.	A final report has been finalized with additional figures and tables per discussion with Matt and Raymond. Will be sent over, along with all data, this week.	Study Phase
FY2022 Bond-Funded Water, Wastewater, and Roadway Improvement Project 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. Hill lane – construct entrada entrance first, update on a drainage easement location for outfall. Currently working on FM 973 waterline alignment	Working on the preliminary layout for FM 973 (north) Waterline. Right of Entry documents are being worked on in order for survey to take place.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	Sent out an application package to the city for review on 1/26/2023. Check sent out to TCEQ on 1/26/2023. Waiting for the lab results for the permit application.	
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding	Contracts were awarded on 3/15/23 and working on the preliminary design. Added additional streets to project after meeting with City Staff.	Preliminary Design
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro	Contracts were awarded on 3/15/23 and working on the preliminary design.	Preliminary Design

## **Streets and Parks Monthly Report April 2023**

### **Daily Duties and Projects 4-1-2023 / 4-30-2023**

#### ***Streets Maintenance***

Pothole repairs on Abrahamson, W. Carrie Manor, Gregg Manor, Brenham, San Marcos, Jamie Dr, Marshall, Joy Lee, Jessie Rd, E. Carrie Manor, and Sun Crest.

Hung banners at City Hall and at Public Works.

Placed “No Trucks” sign at Old HWY 20 and Emu Ln.

Added three way stop and placed at stop bars on Parsons and Gregg Manor Rd.

Repainted stop bars and parking spaces on Burnet between Parsons and Boyce St. and stop bar on Hill Ln.

Cleaned graffiti off several signs on S. Burnet.

Placed steel plate over phone line box in ROW to protect it from being crushed by 18-wheeler traffic on Gregg Manor Rd. and Hill Ln.

Street repairs and cut out replaced asphalt.

Closed N. Lexington St. and Old Kimbro St. because of flooding.

Leveled Manor Palooza areas with dirt and rock.

#### ***Parks Maintenance***

Planted seven trees at Bell Farms Park.

Hauled kiddy mulch to Bell Farms Park playscape.

Trimmed trees on Hill Ln.

Weekly table setups and take downs at city hall as requested.

Cut and chipped tree debris off Old HWY 20.

Trimmed and chipped trees at Greenbury.

Power washed City Hall twice on the South and East side 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.

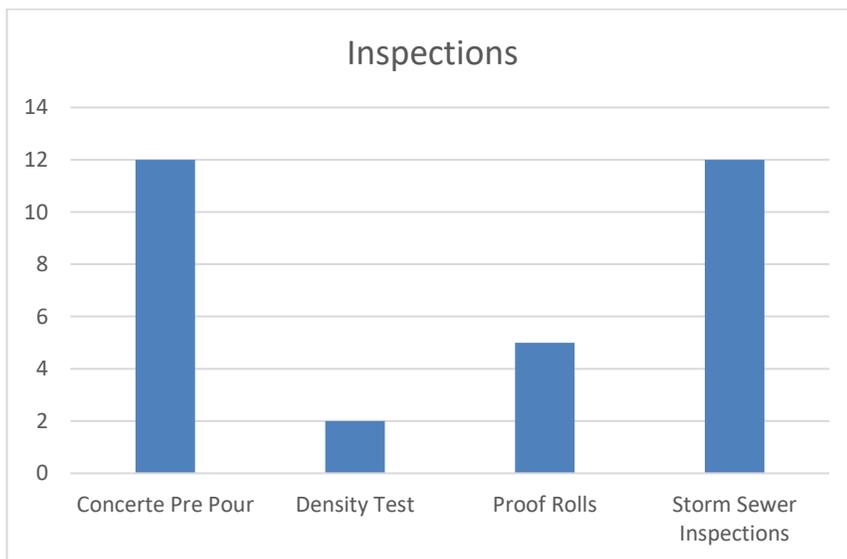
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

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

- 760 inspections done this month.

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



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

Presidential Heights Phase 6 – Homes are being built.

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 years walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Stonewater North Phase 2- 2 years walkthrough has been done, contractor in process of repair. April 2021 still waiting.

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

Manor Heights Phase 1 Sec 1 – 2-year walkthrough has been done.

Manor Heights – Phase I Sec. 2 – 1 year walkthrough has been done.

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

Manor Heights – Phase II Sec. 1B & 2B Contractor in 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 – Homes are being built.

LA Mexicana – In the process of development.

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 & 23- A walkthrough punch list. September 2021 still waiting.

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

Shadowglen Phase 2 Sec 27A & 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 & 21B- Walkthrough punch list. January 2022 still waiting.

Palomino Subdivision - Development process.

Presidential Glen Commercial WW – Development process.

***Cemetery Report***

April 4, 2023- Checked and visited the cemetery.

April 8, 2023 – Checked and visited the cemetery.

April 12, 2023 – Checked cemetery. Picked up fallen trees.

April 22, 2023 – Met with Anderson Family to order headstones for parents.

April 22, 2023 – Met with the Benitez Family to measure for headstone. Headstone installed.

April 25, 2023 – Met with the Mr. Walton and Family to install headstone for wife.

April 27, 2023 – Checked and visited cemetery.

April 30, 2023 – Removed broken branches and beer bottles from headstones.

# WATER/WASTEWATER MONTHLY REPORT APRIL

<b>WASTEWATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	5
MANHOLES REPAIRED	
SEWER BACKUPS	1
NUMBER OF LINES FILMED	
TAPS	2
LINES REPAIRED	
LINES LOCATED	1
CLEANOUTS REPAIRED	3
<b>WATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	62
WATER LEAKS SERVICE LEAKS	1
CUSTOMER LEAKS	4
NEW SERVICE TAPS	1
HYDRANT FLUSHED	38
HYDRANT REPAIR/REPLACED	1
LINES LOCATED	1
BROWN WATER	3
WATER PRESSURE/ FROZEN CUSTOMER PIPES	2
WATER TURN ON/OFF	1
BAC T SAMPLES	10
SITES INSPECTED	240
MANHOLES INSPECTED	8
WASTEWATER LINES	8/1355 FEET
CONSTRUCTION METER DISCONNECT	1



# MEMO

To: Mayor and City Council Members  
 From: Tracey Vasquez, Human Resources Director  
 Meeting Date: May 17, 2023  
 RE: April 2023

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## **Meetings and Events:**

### ***Juneteenth Meetings***

April 12, 2023  
 April 21, 2023  
 April 26, 2023

### ***HR Workshop Roundtable Meeting***

April 13, 2023  
 April 27, 2023

### ***Staff Meetings***

April 4, 2023  
 April 18, 2023  
 April 25, 2023

### ***City Council Meetings***

April 19, 2023

## **April 2023**

- April 3, 2023 met with McGrath HR Group with Scott Moore for administration prior to department head meetings.
- Met with the McGrath HR Group and all department heads to finalize the drafted compensation pay scale for the City of Manor’s on-going compensation study on April 5, 2023.
- Interviewed two qualified candidates for the Heritage and Tourism Manager position.
- Interviewed qualified candidate for the Park Crewman position.



# MEMO

- Interviewed qualified candidate for the Street Crewman position.
- Interviewed qualified candidate for the Utility Crewman position.
- Attended MLARS training in Houston at the Police Department on April 11, 2023.
- Hutto City Hall visit on April 14, 2023.
- April 17, 2023, follow up meeting for Summer Skilled Trades Academy at Pflugerville ISD.
- April 18, 2023, Sergeant's meeting in Council Chambers regarding Worker's Comp protocols.
- Texas Water Association Conference from 6 p.m.- 8 p.m. at Shadow Glenn Golf Course on April 18, 2023.
- April 20, 2023, met with AFLAC regarding short- and long-term disability options for City participation.
- April 25, 2023, Health, and Wellness Overview Update with Barbara Saintomas with TML Health.
- April 28, 2023, ZOOM meeting with McGrath for finalizing draft to present to City Council.
- Continuing to update and revamp new policy manual for proposal.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



# MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: May 17, 2023

RE: **April Monthly Report**

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The following are accomplishments from the month of April.

1. Evaluating moving off of Spectrum for internet services.
2. Deployed Apple AirTags to city council so we can track devices if lost or stolen and more easily secure them.
3. Received new Wi-Fi Access points at City Hall, PD and Public Works to bring modernization and stability to the Wi-Fi for city employees. Needing external antenna.
4. Training.
5. Starting installation of Audio/Visual in Chamber room.
6. Getting feasibility study started for internet to the home similar to the city of Pharr.
7. Replacing old, worn-out Uninterruptible power supplies for servers.



# MEMO

To: Mayor and City Council Members  
 From: Lluvia T. Almaraz, City Secretary  
 Date: May 17, 2023  
 Re: **April 2023**

## City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	January	February	March	April
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	4	5	3	4
Council Minutes	Minutes recorded, prepared, approved, archived	4	5	3	4
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	0	6	4	3
Resolutions	Resolutions written & processed	0	3	5	3
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	0	2	2	1
Bids	Bids advertised, received, tabulated, awarded, recorded	1	0	0	0
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	4	0	0	1
Contracts & Agreements	Contracts & Agreements approved & executed	2	1	14	10
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	64	32	47	38

### COUNCIL MEETINGS

- Council Regular Meetings - April 5<sup>th</sup> and April 19<sup>th</sup>
- Council Special Meeting and Workshop – April 5<sup>th</sup> and April 19<sup>th</sup>

### TRAINING/OTHER MEETINGS

- Mayor and Mayor Pro Tem Meeting – April 6<sup>th</sup>
- Staff Meetings – April 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup>
- TMCA – Benefits of Professional Associations Webinar - April 17<sup>th</sup>
- TMCA Budget Cycle Seminar – April 12-14<sup>th</sup>
- TML Region 10 – Officer meeting – April 20<sup>th</sup>



# MEMO

## 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:** May 17, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Purchase Agreements with Carlota Nunez and Simon Nunez for a wastewater easement with a temporary construction easement.

**BACKGROUND/SUMMARY:**

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 Cottonwood Creek West Tributary Wastewater Project. This project is scheduled to be completed in the Fall of 2023. The Nunez family have two (2) parcel tracts that the city is seeking a 25' 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 field work and comparable analysis and provided the City of Manor with monetary compensation analysis for the easements for tracts 8 and 9 at \$24,466 and \$20,534 respectfully.

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

- Purchase Agreements Parcel No. 8 and No. 9

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the Purchase Agreements with Carlotta Nunez and Simon Nunez for a wastewater easement with a temporary construction easement.

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

**CITY OF MANOR PURCHASE AGREEMENT**  
Cottonwood Creek West Tributary Wastewater Project; Parcel 8

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

THIS <sup>505</sup>CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Carlota Nunez and husband, ~~Symon~~ Osorio** (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:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.6001 acres (26,138 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 0.5821 acres (25,357 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** TWENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SIX AND NO/100'S DOLLARS (**\$24,466.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater 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 wastewater 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.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater 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 Wastewater 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.

**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:**

Carlota NUNEZ  
Carlota Nunez

5-3-23  
Date

Symon Osorio  
Symon Osorio

5/03/23  
Date

SOS SIMON

**BUYER:**

**CITY OF MANOR, TEXAS**  
**A Texas home-rule municipality**

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

\_\_\_\_\_  
Date

Parcel No. 8  
Project: Cottonwood Creek West Tributary Wastewater Project  
TCAD Tax ID: 547903



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.6001 OF ONE ACRE OF LAND (26,138 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 17, BLOCK A, KIMBRO CREEK ESTATES SECTION TWO, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200200073, 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:

**COMMENCING** at a 1/2-inch rebar with cap stamped "LSI SURVEY" set at the intersection of the existing Northerly right-of-way line of Johnson Road (R.O.W. Varies) and the existing Westerly right-of-way line of said Johnson Road for the Easterly Southeast corner of said Lot 17, Block A and the common Southwest corner of a called 13.69 acre tract of land described in a General Warranty Deed to Nicolas Carbajal and Maria Yolanda Carbajal, recorded in Document No. 2012122081 of said O.P.R.T.C.T., from which a 3-inch iron pipe found in the Westerly line of said 13.69 acre tract for the Easterly common corner of said Lot 17, Block A and of a called 137.022 acre tract of land described in a Warranty Deed to Lanzola Reserves, LLC, recorded in Document No. 2021005280 of said O.P.R.T.C.T., bears North 27°01'40" East a distance of 735.25 feet;

THENCE South 45°17'52" West with the existing Westerly right-of-way line of said Johnson Road and the common Easterly line of said Lot 17, Block A, a distance of 1.65 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE **South 45°17'52" West** continuing with the existing Westerly right-of-way line of said Johnson Road and the common Easterly line of said Lot 17, Block A, a distance of **25.00** feet to a Calculated Point;

THENCE over and across said Lot 17, Block A, the following four (4) courses and distances:

1. **North 45°06'58" West** a distance of **114.07** feet to a Calculated Point;
2. **North 19°39'24" East** a distance of **324.66** feet to a Calculated Point;
3. **North 39°52'33" West** a distance of **219.01** feet to a Calculated Point; and



- 4. **North 66°00'12" West** a distance of **384.25** feet to a Calculated Point in the Westerly line of said Lot 17, Block A and the common Easterly line of Lot 18, Block A, said KIMBRO CREEK ESTATES SECTION TWO;

THENCE **North 27°36'35" East** with the Westerly line of said Lot 17, Block A and the common Easterly line of said Lot 18, Block A, a distance of **25.05** feet to a Calculated Point, from which said 1/2-inch iron rebar with cap stamped "CARSON AND BUSH" found in the Southerly line of said 137.022 acre tract, for the Northerly common corner of said Lot 17, Block A and of said Lot 18, Block A, bears North 27°36'35" East a distance of 320.49 feet;

THENCE over and across said Lot 17, Block A, the following four (4) courses and distances:

- 1. **South 66°00'12" East** a distance of **388.47** feet to a Calculated Point;
- 2. **South 39°52'33" East** a distance of **239.11** feet to a Calculated Point;
- 3. **South 19°39'24" West** a distance of **323.11** feet to a Calculated Point; and
- 4. **South 45°06'58" East** a distance of **98.40** feet to the **POINT OF BEGINNING** and containing 0.6001 of one acre of land (26,138 Sq. Ft.), more or less;

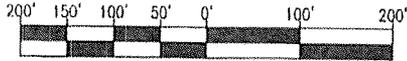
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

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.

  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



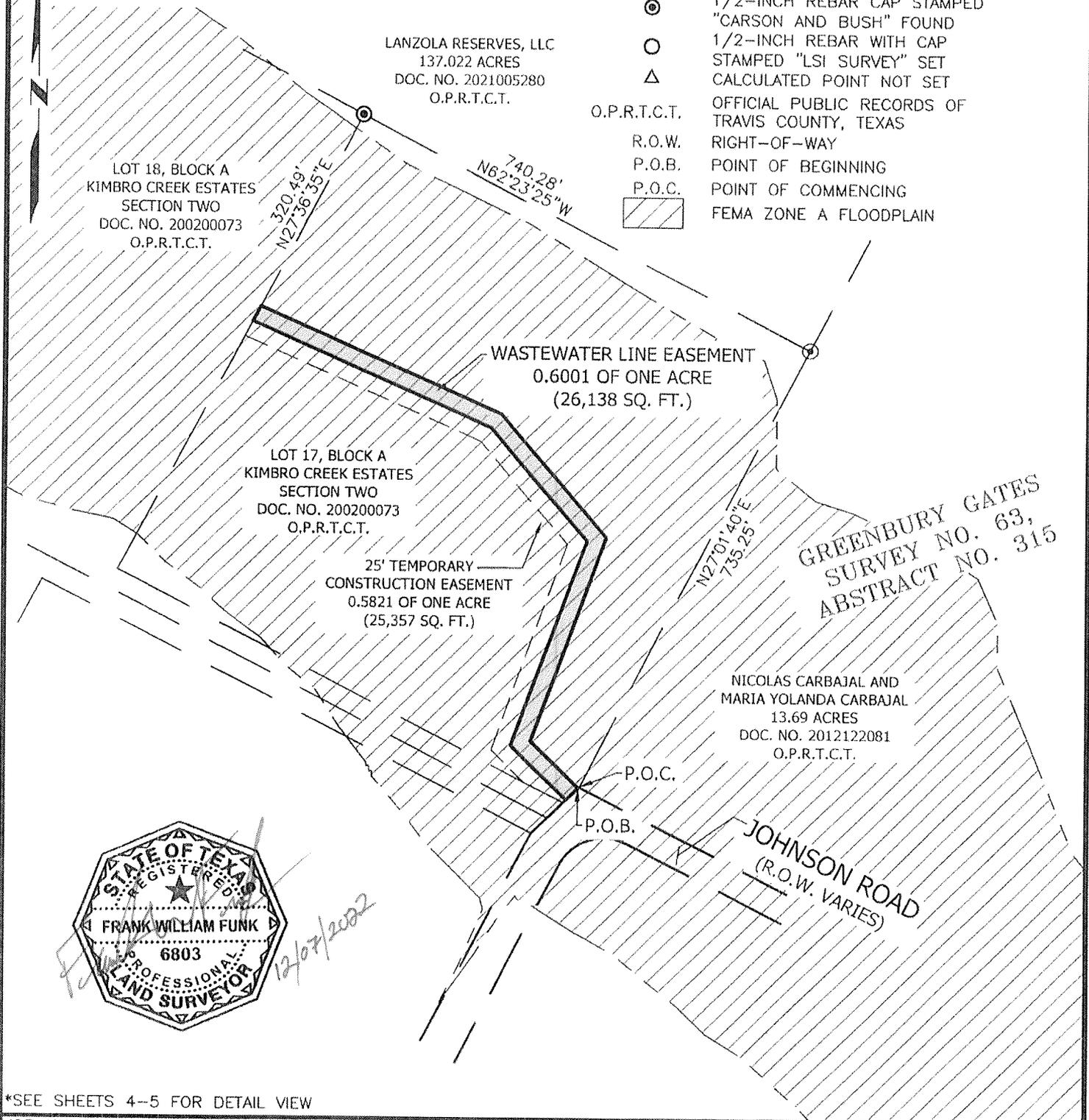
Job Number: 22-021  
 Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 8.DWG



GRAPHIC SCALE

LEGEND

- ⊙ 3-INCH IRON PIPE FOUND (OR AS NOTED)
- ⊗ 1/2-INCH REBAR CAP STAMPED "CARSON AND BUSH" FOUND
- 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- FEMA ZONE A FLOODPLAIN



*12/07/2022*

\*SEE SHEETS 4-5 FOR DETAIL VIEW

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 8			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 05		FIELDBOOKS 13/419	SCALE: 1" = 200'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

LANZOLA RESERVES, LLC  
 137.022 ACRES  
 DOC. NO. 2021005280  
 O.P.R.T.C.T.

GREENBURY GATES SURVEY NO. 63,  
 ABSTRACT NO. 315

LOT 17, BLOCK A  
 KIMBRO CREEK ESTATES  
 SECTION TWO  
 DOC. NO. 200200073  
 O.P.R.T.C.T.

WASTEWATER LINE  
 EASEMENT  
 0.6001 OF ONE ACRE  
 (26,138 SQ. FT.)

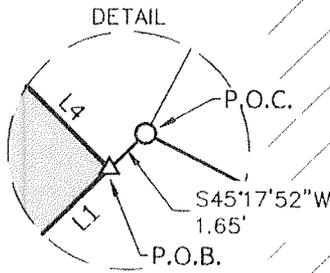
NICOLAS CARBAJAL AND  
 MARIA YOLANDA CARBAJAL  
 13.69 ACRES  
 DOC. NO. 2012122081  
 O.P.R.T.C.T.

MATCH LINE SHEET 5  
 SHEET 4

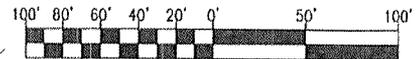
25' TEMPORARY  
 CONSTRUCTION EASEMENT  
 0.5821 OF ONE ACRE  
 (25,357 SQ. FT.)

N27°01'40"E 735.25'

S39°52'33"E 239.11'  
 N39°52'33"W 219.01'  
 N19°39'24"E 324.66'  
 S19°39'24"W 323.11'



JOHNSON ROAD  
 (R.O.W. VARIES)



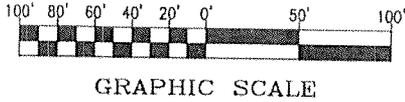
GRAPHIC SCALE

\*SEE SHEET 5 FOR NOTES AND LINE TABLE

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 8			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 05	FIELDBOOKS 13/419	SCALE: 1" = 100'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S45°17'52"W	25.00'
L2	N45°06'58"W	114.07'
L3	N27°36'35"E	25.05'
L4	S45°06'58"E	98.40'

LOT 18, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

LANZOLA RESERVES, LLC  
137.022 ACRES  
DOC. NO. 2021005280  
O.P.R.T.C.T.

LOT 17, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

WASTEWATER LINE  
EASEMENT  
0.6001 OF ONE ACRE  
(26,138 SQ. FT.)

GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.5821 OF ONE ACRE  
(25,357 SQ. FT.)

LOT 17, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

FLOOD NOTE:

A PORTION OF THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48453C0295H, DATED SEPTEMBER 26, 2008, MAP NO. 48453C0485J, DATED AUGUST 28, 2014, BOTH FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

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.

MATCH LINE SHEET 5  
SHEET 4

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 8			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 05		FIELDBOOKS 13/419	SCALE: 1" = 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

**THE STATE OF TEXAS**                    §  
   §  
**COUNTY OF TRAVIS**                    §

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

A tract of land consisting of 0.6001 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.6001 acre 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 Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the south and west being approximately 0.5821 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements 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 wastewater 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 Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise 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**, in **Grantee's** sole determination.

**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. **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 as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, 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** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

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 wastewater utility lines, and for making connections therewith.

**GRANTOR:**

\_\_\_\_\_  
Carlota Nunez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Symon Osorio

\_\_\_\_\_  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

\_\_\_\_\_  
By: Dr. Christopher Harvey, Mayor

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

The foregoing instrument was executed before me by Carlota Nunez and husband, Symon Osorio on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public-State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, 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

**Project Name:** Cottonwood Creek West Tributary Wastewater Project  
**Parcel No.** 8  
**TCAD PID No.:** 547903

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

**CITY OF MANOR PURCHASE AGREEMENT**  
Cottonwood Creek West Tributary Wastewater Project; Parcel 9

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

THIS <sup>SOS</sup>CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Carlota Nunez and husband, <sup>Simon</sup>Osorio** (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:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.5006 acres (21,806 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 0.5009 acres (21,819 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** TWENTY THOUSAND FIVE HUNDRED THIRTY-FOUR AND NO/100'S DOLLARS (**\$20,534.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater 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 wastewater 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.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater 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 Wastewater 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.

**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:**

Carlota NUNEZ  
Carlota Nunez

5-3-23  
Date

SOS SIMON  
Symon Osorio

5/03/23  
Date

SOS SIMON

**BUYER:**

**CITY OF MANOR, TEXAS**  
**A Texas home-rule municipality**

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

\_\_\_\_\_  
Date

Parcel No. 9  
Project: Cottonwood Creek West Tributary Wastewater Project  
TCAD Tax ID: 547904



10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.5006 OF ONE ACRE OF LAND (21,806 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 18, BLOCK A, KIMBRO CREEK ESTATES SECTION TWO, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200200073, 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 "LSI SURVEY" set in the Westerly line of said Lot 18, Block A at the Easterly common corner of a called 19.874 acre tract of land described in a General Warranty Deed to Bulmero Almanza and Esperanza Alonso, recorded in Document No. 2018172431 of said O.P.R.T.C.T. and of a called 20.163 acre tract of land described in a Special Owely of Partition Deed to Arthur Dent Werchan, recorded in Document No. 2022055595 of said O.P.R.T.C.T., from which a 5/8-inch iron rebar found in the Westerly line of said Lot 18, Block A and the common Easterly line of said 19.874 acre tract bears North 27°43'51" East a distance of 216.24 feet;

THENCE over and across said Lot 18, Block A, the following three (3) courses and distances:

1. **South 62°17'29" East** a distance of **59.50** feet to a Calculated Point;
2. **North 71°10'26" East** a distance of **419.38** feet to a Calculated Point; and
3. **South 66°00'12" East** a distance of **393.62** feet to a Calculated Point in the Easterly line of said Lot 18, Block A and the common Westerly line of Lot 17, Block A, said KIMBRO CREEK ESTATES SECTION TWO, from which a 1/2-inch iron rebar with cap stamped "CARSON AND BUSH" found in the Southerly line of said 137.022 acre tract for the Northerly common corner of said Lot 18, Block A and of said Lot 17, Block A, bears North 27°36'35" East a distance of 320.49 feet;

THENCE **South 27°36'35" West** with the Easterly line of said Lot 18, Block A and the common Westerly line of said Lot 17, Block A, a distance of **25.05** feet to a Calculated Point;

THENCE over and across said Lot 18, Block A, the following three (3) courses and distances:



1. **North 66°00'12" West** a distance of **382.26** feet to a Calculated Point;
2. **South 71°10'26" West** a distance of **420.33** feet to a Calculated Point; and
3. **North 62°17'29" West** a distance of **70.07** feet to a Calculated Point in the Westerly line of said Lot 18, Block A and the common Easterly line of said 20.163 acre tract;

THENCE **North 27°21'40" East** with the Westerly line of said Lot 18, Block A and the common Easterly line of said 20.163 acre tract, a distance of **25.00** feet to the **POINT OF BEGINNING** and containing 0.5006 of one acre of land (21,806 Sq. Ft.), more or less;

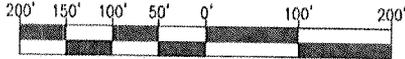
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

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.

*Frank W. Funk* 12/07/2022  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 22-021  
 Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 9.DWG



GRAPHIC SCALE

GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315

LANZOLA RESERVES, LLC  
137.022 ACRES  
DOC. NO. 2021005280  
O.P.R.T.C.T.

BULMERO ALMANZA AND  
ESPERANZA ALONSO  
19.874 ACRES  
DOC. NO. 2018172431  
O.P.R.T.C.T.

LOT 18, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

WASTEWATER LINE EASEMENT  
0.5006 OF ONE ACRE  
(21,806 SQ. FT.)

P.O.B.

ARTHUR DENT WERCHAN  
20.163 ACRES  
DOC. NO. 2022055595  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.5009 OF ONE ACRE  
(21,819 SQ. FT.)

LOT 17, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

LOT 18, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

LOT 19, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.



LEGEND

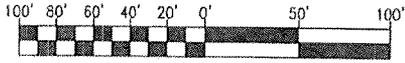
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "CARSON AND BUSH" FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- FEMA ZONE A FLOODPLAIN

\*SEE SHEETS 4-5 FOR DETAIL VIEW

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 9			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 05		FIELDBOOKS 13/419	SCALE: 1" = 200'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901



GRAPHIC SCALE

LANZOLA RESERVES, LLC  
 137.022 ACRES  
 DOC. NO. 2021005280  
 O.P.R.T.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S62°17'29"E	59.50'
L2	S27°36'35"W	25.05'
L3	N62°17'29"W	70.07'
L4	N27°21'40"E	25.00'

GREENBURY GATES SURVEY NO. 63,  
 ABSTRACT NO. 315

LOT 18, BLOCK A  
 KIMBRO CREEK ESTATES  
 SECTION TWO  
 DOC. NO. 200200073  
 O.P.R.T.C.T.

BULMERO ALMANZA AND  
 ESPERANZA ALONSO  
 19.874 ACRES  
 DOC. NO. 2018172431  
 O.P.R.T.C.T.

WASTEWATER LINE  
 EASEMENT  
 0.5006 OF ONE ACRE  
 (21,806 SQ. FT.)

ARTHUR DENT WERCHAN  
 20.163 ACRES  
 DOC. NO. 2022055595  
 O.P.R.T.C.T.

L4

P.O.B.

N27°43'51"E 216.24'

N71°10'26"E 419.38'

S71°10'26"W 420.33'

25' TEMPORARY  
 CONSTRUCTION EASEMENT  
 0.5009 OF ONE ACRE  
 (21,819 SQ. FT.)

LOT 18, BLOCK A  
 KIMBRO CREEK ESTATES  
 SECTION TWO  
 DOC. NO. 200200073  
 O.P.R.T.C.T.

MATCH LINE SHEET 4  
 SHEET 5

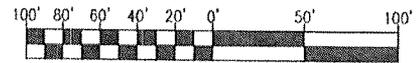
\*SEE SHEET 5 FOR NOTES

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 9			
DRAWING FILE PATH:			
K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 05		FIELDBOOKS 13/419	SCALE: 1" = 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901

GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315



GRAPHIC SCALE



LANZOLA RESERVES, LLC  
137.022 ACRES  
DOC. NO. 2021005280  
O.P.R.T.C.T.

MATCH LINE SHEET 4  
SHEET 5

LOT 18, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

WASTEWATER LINE  
EASEMENT  
0.5006 OF ONE ACRE  
(21,806 SQ. FT.)

LOT 17, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

566°00'12"E 393.62'  
N66°00'12"W 382.26'  
25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.5009 OF ONE ACRE  
(21,819 SQ. FT.)

LOT 18, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

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.

JOB NUMBER: 22-021		DATE: 12/06/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 9			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 05	FIELDBOOKS 13/419	SCALE: 1" = 100'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

**THE STATE OF TEXAS**                    §  
   §  
**COUNTY OF TRAVIS**                   §

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

A tract of land consisting of 0.5006 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.5006 acre 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 Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the south being approximately 0.5009 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements 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 wastewater 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 Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise 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**, in **Grantee's** sole determination.

**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. **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 as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, 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** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

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 wastewater utility lines, and for making connections therewith.

**GRANTOR:**

\_\_\_\_\_  
Carlota Nunez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Symon Osorio

\_\_\_\_\_  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

\_\_\_\_\_  
By: Dr. Christopher Harvey, Mayor

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

The foregoing instrument was executed before me by Carlota Nunez and husband, Symon Osorio on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public-State of Texas

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, 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

**Project Name:** Cottonwood Creek West Tributary Wastewater Project  
**Parcel No.** 9  
**TCAD PID No.:** 547904

**AFTER RECORDING RETURN TO:**

City of Manor  
105 E. Eggleston  
Manor, Texas 78653



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Interlocal Agreement Between Manor Independent School District and the City of Manor for the Summer Library Program.

**BACKGROUND/SUMMARY:**

The Interlocal Agreement will allow the City of Manor to support the Summer Library Program at multiple Manor Independent School District facilities. The ILA will support MISD paid coordinators to manage each school library facility as well as the planned family events during the evening. The ILA will support the coordination of the Food Service Division to provide free breakfast and lunches at each location. The ILA will support 400 youth during the months of June and July to help the students increase their literacy and provide them with a safe program environment and healthy meals in a supervised setting. Supporting this ILA will position to create other avenues to work with the school district on other initiatives that will build an inclusive community environment for the students and their families. Supporting the Summer Library programs through this ILA will achieve outcomes that increase literacy and become a foundation for the City of Manor to work collaboratively with the school district in the future.

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

- Interlocal Agreement

**STAFF RECOMMENDATION:**

Staff recommends City Council approve the Interlocal Agreement Between Manor Independent School District and the City of Manor and authorize the City Manager to negotiate a final agreement and execute the final agreement.

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

---

County of Travis §  
 State of Texas §

**INTERLOCAL AGREEMENT  
 BETWEEN  
 MANOR INDEPENDENT SCHOOL DISTRICT AND THE CITY OF MANOR**

This Interlocal Agreement (the “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Manor, a Texas home-rule municipality (the “City”), and the Manor Independent School District, a political subdivision of the State of Texas (the “School District”). In this Agreement, the City and the School District are sometimes individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, on May 3, 2023, the Manor City Council (the “City Council”) approved allocating up to \$61,000.00 for a summer library program within the City (the “Summer Library Program);

WHEREAS, the City and the School District desire to establish terms and conditions under which the City and the School District will collaborate to provide the Summer Library Program for the City’s youth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to the Interlocal Cooperation Act Texas Government Code, Chapter 791, the City and the School District hereby agree to the terms and conditions for the Summer Library Program set forth in this Agreement.

**ARTICLE I  
 PURPOSE AND TERM**

Section 1.1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the City and School District will collaborate for the administration of the Summer Library Program for residents within the City’s corporate limits and extraterritorial jurisdiction. It is the intent of the governing bodies of the City and the School District to enable the School District to conduct a Summer Library Program accessible to the youth of the City during the summer to increase literacy and their families; and coordination with the School District’s Food Service Division to provide free meals.

Section 1.2. Term. The period for performance of this Agreement shall commence on June 1, 2023 and will end on July 31, 2023.

**ARTICLE II  
RESPONSIBILITIES OF THE PARTIES**

Section 2.1. Responsibilities of the City. The City assumes the following responsibilities:

- a. Providing funding not to exceed the amount of \$61,000.00 as reimbursement for personnel costs (salary and fringe) for librarians, assistant librarians, food service personnel, and bus drivers; and
- b. Making payments within thirty (30) days of receipt of approved invoices.

Section 2.2. Responsibilities of the School District. The School District assumes the following responsibilities:

- a. Hiring librarians and assistant librarians (as needed); food service personnel (as needed), and bus drivers (as needed);
- b. Purchasing food and food supplies as needed for breakfast and lunches to serve approximately 400 youth during the term of the Agreement;
- c. Purchasing supplies for youth activities (as needed);
- d. Opening four (4) campus libraries (at Blake Manor Elementary, Presidential Meadows Elementary, Lagos Elementary School and ShadowGlen Elementary) four (4) days (Monday – Thursday ) each week for twenty-three (23) days in the summer (between June 12 – July 27);
- e. Hosting at each campus library listed above six (6) family events during the evening;
- f. Creating programs and activities for youth of all ages by the librarians and/or assistant librarians; and
- g. Coordinating with the School District’s Food Service to provide free breakfast and lunch.

Section 2.3. Additional Responsibilities of the School District. The School District shall also collect and share with the City the following at the end of the term of this Agreement:

- a. The number of students served by the Summer Library Program; and
- b. The number of families served by the Summer Library Program.

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

Section 3.1. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 3.2. Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 3.3. Notice. All notices required to be in writing will be deemed to be delivered when (i) deposited in the U.S. Mail as certified mail, return receipt requested; (ii) transferred to a mail, package delivery service for next day delivery; or (iv) hand-delivered to the offices named below at the address set forth below with a signed and dated receipt. When mailed, delivered delivery service, the notice shall be addressed to the party at the address set forth below the party's respective names below, or at such other address or as may be specified from time to time by written notice delivered in accordance with this Section.

Any notice delivered to the School District under this Section shall be addressed:

Manor Independent School District  
Attn: Superintendent  
10335 US Hwy 290 E,  
Manor, Texas 78653

with a copy to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice delivered to the City under this Section shall be addressed:

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

with a copy to:

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

Section 3.4. Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 3.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 3.6. Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument should be a Saturday, Sunday, or legal holiday, compliance with such obligation or delivery shall be acceptable if performed on the next working day following the Saturday, Sunday, or legal holiday. For the purpose of this Section, a "legal holiday" means a state or federal holiday on which financial institutions or post offices in Travis County, Texas, are generally closed; and any holiday on which the business offices of the School District or the City are not open to the public.

Section 3.7. Recitals, Schedules and Exhibits. All recitals, schedules, or exhibits referred to in this Agreement are incorporated into this Agreement by reference for all purposes as if set forth at length and shall be deemed to be a part of this Agreement.

Section 3.8. No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 3.9. No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 3.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.11. Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 3.12. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successor governmental entities.

Section 3.13. Modification Procedure. Any modification, amendment, or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by the duly authorized representative of each party.

Section 3.14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 3.15. Successor Entities. Any reference to any governmental entity, governmental department, or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsibility or function described by this Agreement.

Section 3.16. Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City Manager and the School District Superintendent or their designees shall attempt to resolve disputes prior to the institution of litigation.

*[signature pages follow]*

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,  
a municipal corporation

\_\_\_\_\_  
Scott Moore, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Veronica Rivera  
Assistant City Attorney

MANOR INDEPENDENT SCHOOL DISTRICT,  
an independent school district and political  
subdivision of the State of Texas

\_\_\_\_\_, Superintendent  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Board Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

*Applicant: Saavy ATX Realty LLC*

*Owner: Wenkai Chen*

### BACKGROUND/SUMMARY:

This is a narrow (40') but deep (250') lot on North Bastrop Street. Sometime in the 1980s, or possibly even 1950's, the 5 lots on West Lane Ave were broken up and the back 40' of each lot was sold to create this 40' x 250' lot. Its unique size and shape makes it more challenging to develop but the applicant is seek to rezone it from Single Family Suburban (SF-1) to Two-Family (TF) to be able to place a two-family building on the property. The lot meets the minimum lot size for a Two-Family lot, it's 10,000 sf while the minimum is 8,750 sf, however the narrowness of the lot will require a variance when it is platted to the lot width and setbacks to make development feasible. These variances would be necessary even if the property remained zoned SF-1.

The Comprehensive Plan's Future Land Use Map has this general area as Community Mixed-Use which generally seeks higher densities, but given the character of the neighborhood and unique lot size, a two-family dwelling unit would be appropriate and achieve some of the goals of the Plan including: LU2 – encourage a range of product types and lot sizes, ED14 – encourage diverse housing in terms of type and affordability to align with workforce needs, LU.A – encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect gradual transition from urban to suburban to rural development, LU.B – promote more compact, higher density, well-connected development within appropriate infill locations, LU 1 – encourage innovative forms of compact, pedestrian friendly development and wider array of affordable housing choices through smart regulatory provisions and incentives, DU 11 – increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

P&Z held the public hearing and discussed how the structure would impact surrounding homes, use of the alley, and the architectural detailing. They wanted to see better renderings of the structure and the property owner agreed to provide those. They postponed action on this item (5-0) to their May 10<sup>th</sup> meeting.

This item was postponed for a second time at the May 10<sup>th</sup> P&Z as the applicant was still working with the architect on a rendering. If this item is not ready by June's P&Z it will be pulled and re-notified.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- Conceptual Layout
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council postpone item to the June 21<sup>st</sup> Regular Council Meeting.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None X-postpone</b>
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## ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO TWO FAMILY (TF); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from Single Family Suburban (SF-1) to zoning district Two-Family (TF). The Property is accordingly hereby rezoned to Two Family (TF).

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 17<sup>th</sup> day of May 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO.** \_\_\_\_\_

**Page 3**

**EXHIBIT “A”**

Property Address:

707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

The South forty (40) feet of Lots 6, 7, 8, 9 and 10, Block 1, A.E. Lane’s Addition to the Town of Manor, according to the map or plat thereof, recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

# Letter of Intent

March 12, 2023

City of Manor  
Development Services Department  
Attn: Mr. Scott Dunlop, Director  
105 E. Eggleston Street  
Manor, Texas 78653

Re: [707 BASTROP ST TX 78653](#)

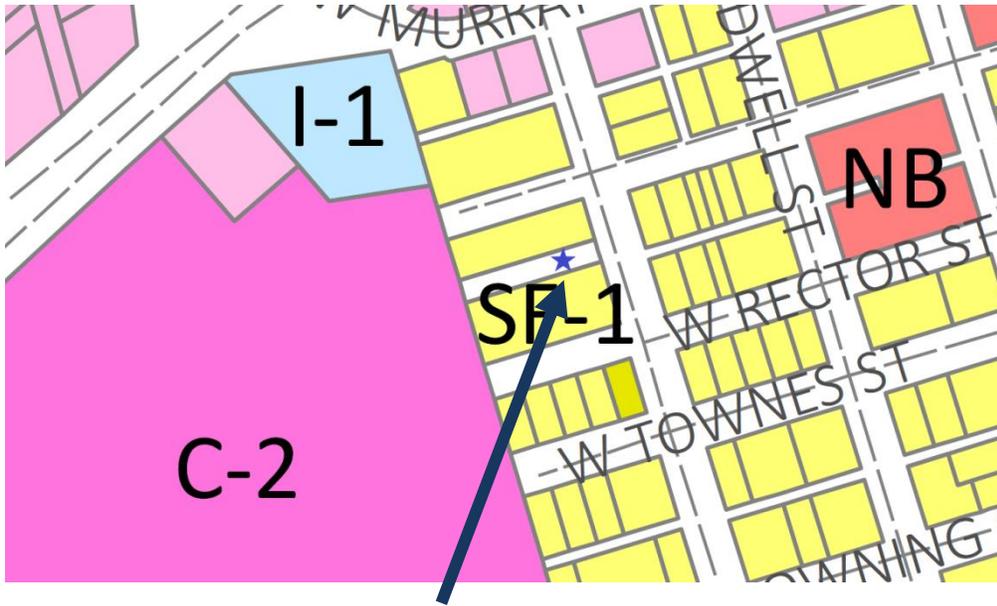
**Dear Mr. Dunlop,**

We are writing to you to zone the subject property to TF.

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.94 ft wide and 250 ft long, with a total of 9,986 sqft.

We are requesting to:

1. Zone it as TF (Two-Family) – currently it doesn't have zoning assigned ( per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)

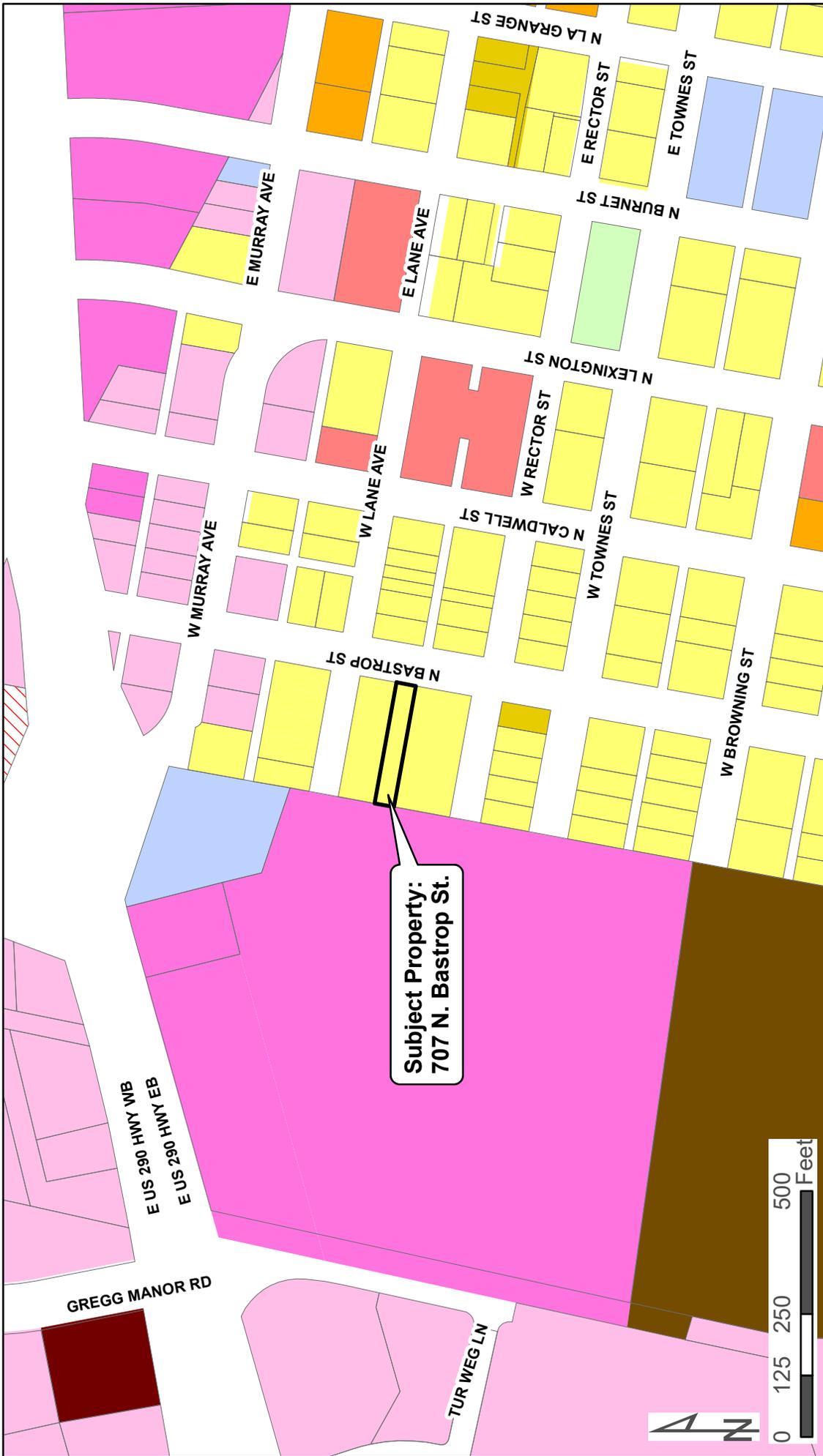
Please see below conceptual design of the proposed TF (duplex).



Please help to grant these requests and let me know if you have any questions.

Respectfully,

Katherine Chen  
Savvy ATX Realty

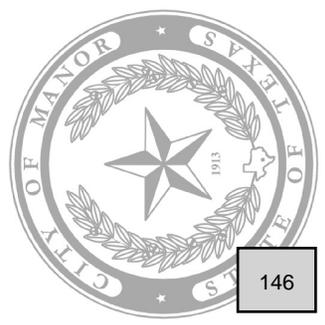


Zone	
GO - General Office	A - Agricultural
C-1 - Light Commercial	SF-1 - Single Family Suburban
C-2 - Medium Commercial	SF-2 - Single Family Standard
C-3 - Heavy Commercial	TF - Two Family
NB - Neighborhood Business	TH - Townhome
DB - Downtown Business	MF-1 - Multi-Family 15
IN-1 - Light Industrial	MF-2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

Item 7.

**Current:**  
Single Family Suburban (SF-1)

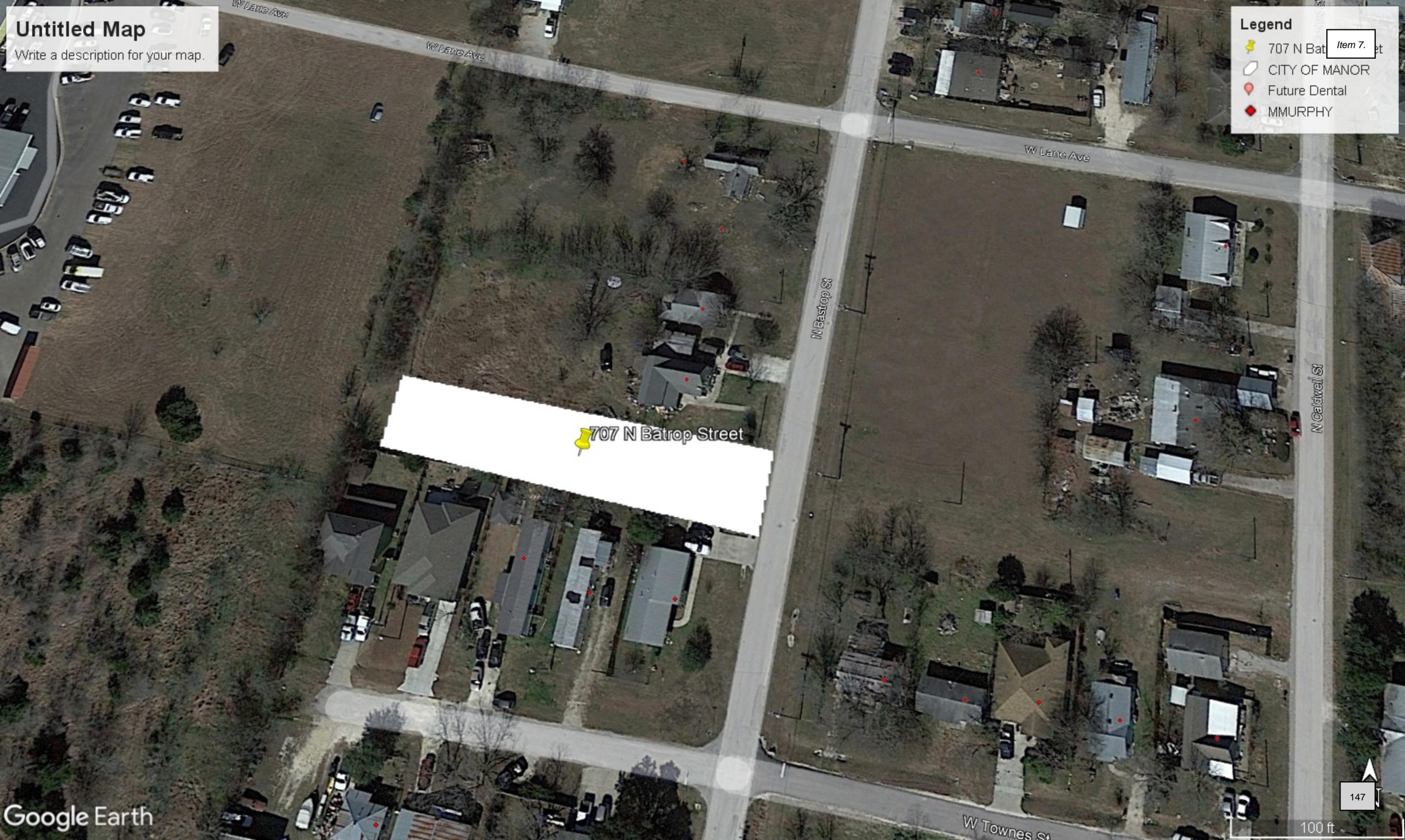
**Proposed:**  
Two-Family (TF)



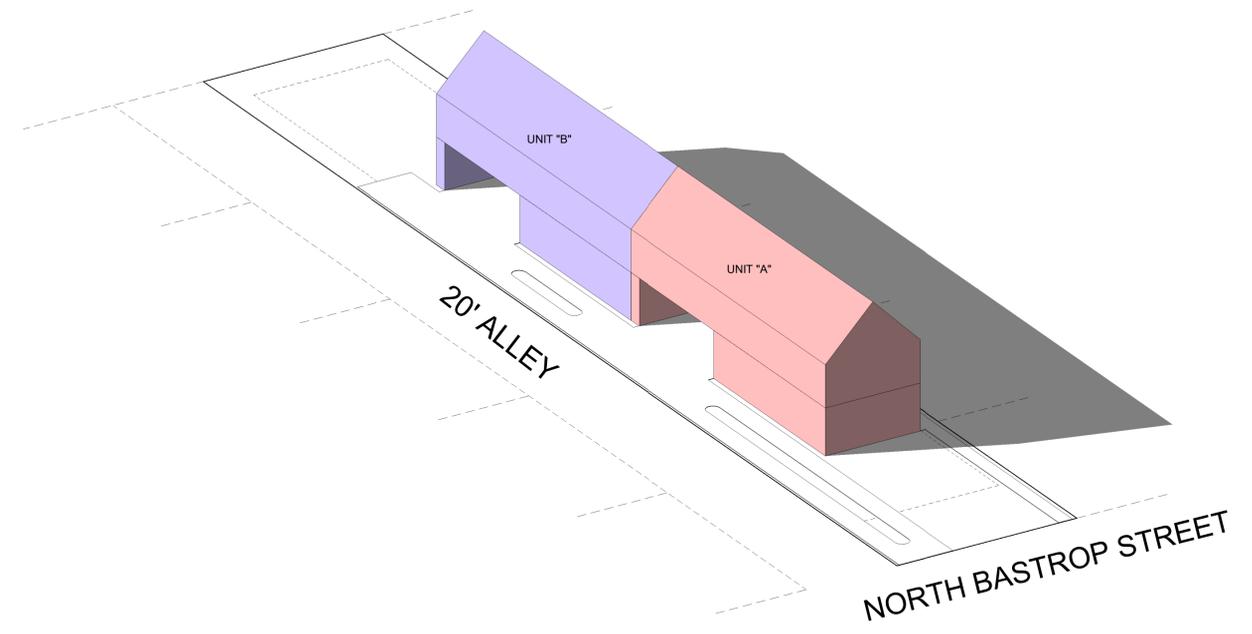
Untitled Map  
Write a description for your map.

**Legend**

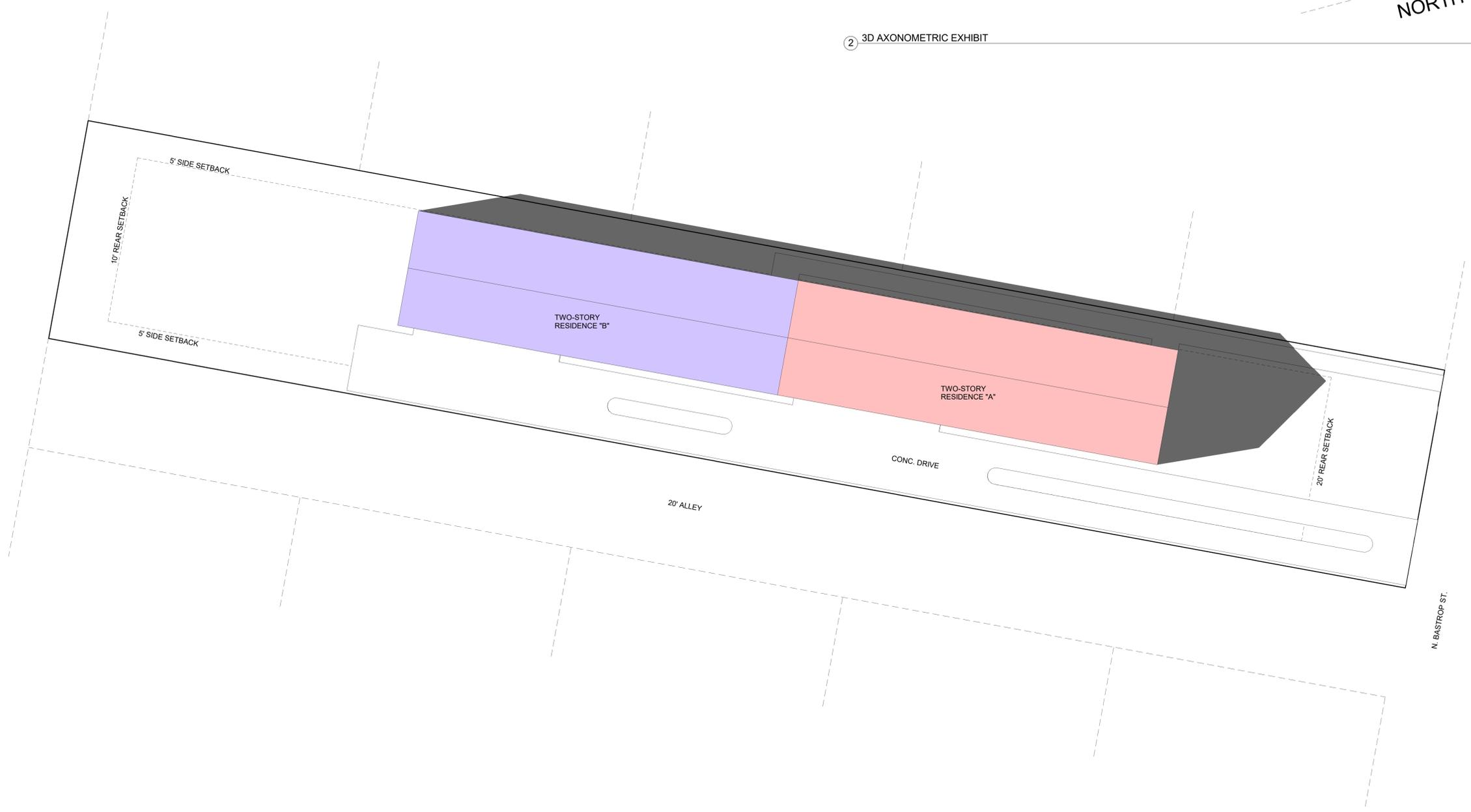
-  707 N Batrop Street Item 7.
-  CITY OF MANOR
-  Future Dental
-  MMURPHY



 707 N Batrop Street



2 3D AXONOMETRIC EXHIBIT



CONCEPT SITE PLAN INFORMATION:

LOT SIZE:	9,986 SF
BUILDING COVER:	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
TOTAL:	3,000 SF
PAVED AREA:	
DRIVEWAY:	2,131 SF
SIDEWALK:	382 SF
TOTAL:	2,513 SF
TOTAL IMPERVIOUS COVER:	5,513 SF
IMPERVIOUS COVER %:	55.2%
PRINCIPAL STRUCTURE %:	15%
PRINCIPAL/ACCESSORY %:	30%

1 SITE PLAN  
1" = 10'-0"

**COMMUNITY MIXED-USE**

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

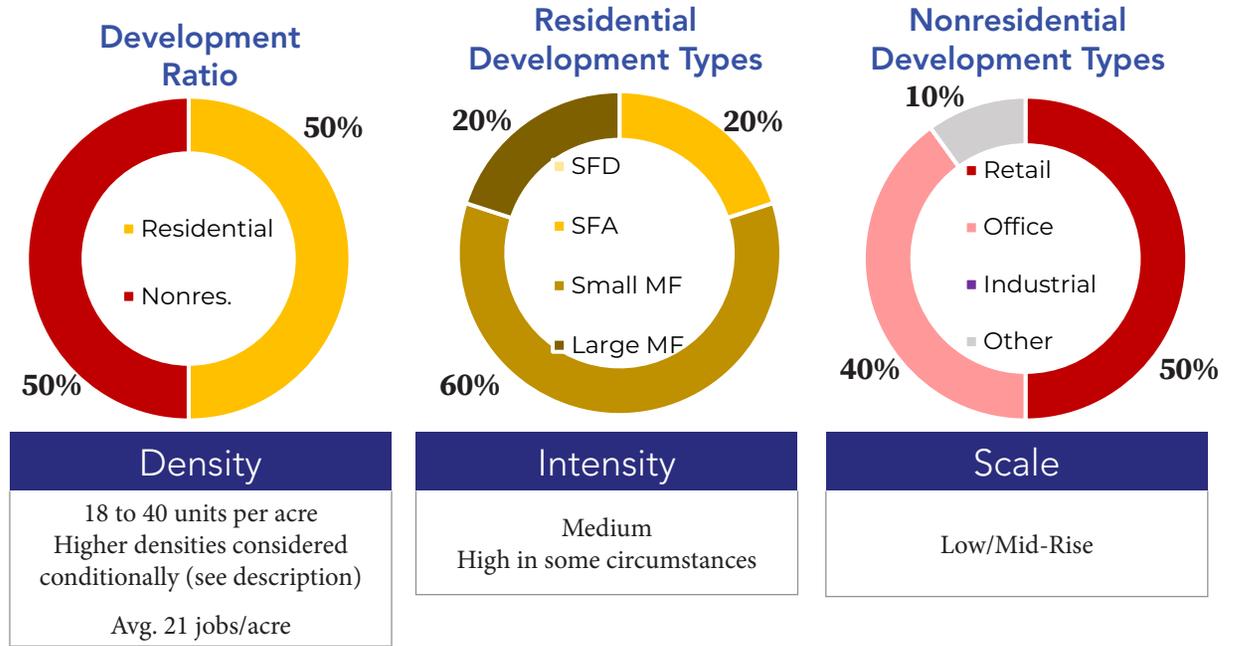
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●●●○○	
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	●●●●●	
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●●●○	
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
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.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF  
 Case Number: 2023-P-1523-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 707 Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

*Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY*

*Owner: Wenkai Chen*

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Subdivision 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.

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

CERON AMPARO PATRICIA C & MIGUEL  
ANEL CASTILLO MENDIETA  
305 W TOWNES ST  
MANOR TX 78653-2107

PAZ NAUL MAURICIO & ZOILA MORE  
1116 CANYON MAPLE RD  
PFLUGERVILLE TX 78660-5808

JASMIN SHAKESPEARE & LINDA  
PO BOX 455 MANOR TX 78653-0455

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

JACKSON BONNIE & VSYNTHIA  
LENA MCCOY  
PO BOX 985  
MANOR TX 78653-0985

GUERRERO JOSE  
& MAXIMINA CLEMENS  
307 W TOWNES ST  
MANOR TX 78653-2107

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

BARRS PHYLLIS Y & SANDRA V  
& S MCCARTHER LIFE ESTATE  
13604 HARRIS RIDGE BLVD UNIT A  
PFLUGERVILLE TX 78660-8892

TREJO GERARDO &  
JENNIFER I BARAHONA DE TREJO  
801 CALDWELL ST  
MANOR TX 78653-3318

RIVER CITY PARTNERS LTD  
501 E KOENIG LN  
AUSTIN TX 78751-1426

SHAW HUGHIE L & RUBY L  
8808 CINCH LN # 1060  
AUSTIN TX 78724-5011

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

ROBINSON WALTER L  
& CURTIS ROBINSON  
3608 EAGLES NEST ST  
ROUND ROCK TX 78665-1131

LUNA BENITA GONZALEZ  
802 N BASTROP ST  
MANOR TX 78653-5430

JOHNSON ONNIE MAE LIFE ESTATE  
PO BOX 228  
MANOR TX 78653-0228

MANOR INDEPENDENT SCHOOL  
DISTR DISTRICT  
PO BOX 359  
MANOR TX 78653-0359

TURMAN THOMAS M  
21609 UNION LEE CHURCH RD  
MANOR TX 78653-5329



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

*Applicant: Henry Juarez*

*Owner: Henry Juarez*

**BACKGROUND/SUMMARY:**

This property was annexed on April 20, 2016, and zoned Light Industrial (IN-1) also on April 20, 2016. At the time the adjacent 40-acre property was zoned Light Industrial, and this 1-acre tract was intended to be a contractor’s shop for a plumbing company that occupies the site. The adjacent 40-acre tract was rezoned to Institutional Large (I-2) on September 1, 2021, for the MISD K-8 Campus. The Comprehensive Plan has the majority of the portion of N. FM 973 south of Gregg Lane as Commercial Corridor or Community Mixed-Use, both which align with the uses in the requested Light Commercial C-1 zoning category.

P&Z voted 7-0 to recommend approval.

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

- Ordinance
- Letter of Intent
- Rezoning map
- Aerial Image
- Preliminary Site Layout
- FLUM
- Commercial Corridor Dashboard
- Community Mixed-Use Dashboard
- Notice and Mailing Labels

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council approve a first reading of an ordinance rezoning one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X</b>		

**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 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 property described in Exhibits "A" (the "Property"), from Light Industrial (IN-1) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 17<sup>th</sup> day of May 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of June 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**EXHIBIT "A"**

Property Address: 13500 N. FM 973 Manor, TX 78653

Property Legal Description:

1.069 acres of land more or less, being all of that certain 1.062 acres of land of the Greenbury Gates Survey No. 63, Travis County, Texas as conveyed to Michael and James Paclik Jr. by warranty deed recorded in Document Number 2013171610, Official Public Records, Travis County, Texas; more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap in the west right-of-way of F.M. 973 at the S.E. corner of that certain 1.062 acres of land recorded in Document Number 2013171610, Official Public Records, Travis County, Texas; for the S.E. corner hereof, from which point a spindle found on the east right-of-way of F.M. 973 bears S 58° 26' 39" E at a distance of 40.44 feet;

THENCE N 62° 05' 04" W for a distance of 189.74 feet to a ½" iron rod found for the S.W. corner hereof;

THENCE N 28° 08' 03" E for a distance of 247.31 feet to a ½" iron rod found for the N.W. corner hereof;

THENCE S 61° 39' 20" E for a distance of 188.00 feet to an iron rod with cap found on the west right-of-way of F.M. 973 for the N.E. corner hereof;

THENCE S 27° 43' 45" W along the west right-of-way of F.M. 973 for a distance of 245.90 feet to the POINT OF BEGINNING, containing 1.069 acres of land, more or less.

April 10, 2023

City Of Manor  
Development Services Department  
Attn: Mr. Scott Dunlop, Director  
105 E. Eggleston Street  
Manor, Texas 78653

RE: Letter of Intent  
Rezoning Request – 13500 FM 973

Dear Mr. Dunlop,

Please accept this Letter of Intent for a Rezoning Request for the subject property located at 13500 FM 973 in Manor, Texas 78653. The TCAD Parcel Property ID is 786707, is 1.069 acres in size, and is legally described as Abstract 315 Survey 63 Gates G Acreage 1.0690 in Travis County, Texas.

The property is currently zoned IN-1 and we are requesting to change to C-1. The property is current in use as a plumbing company. The property owner wants to remove the existing building and construct a new building with parking for restaurant use.

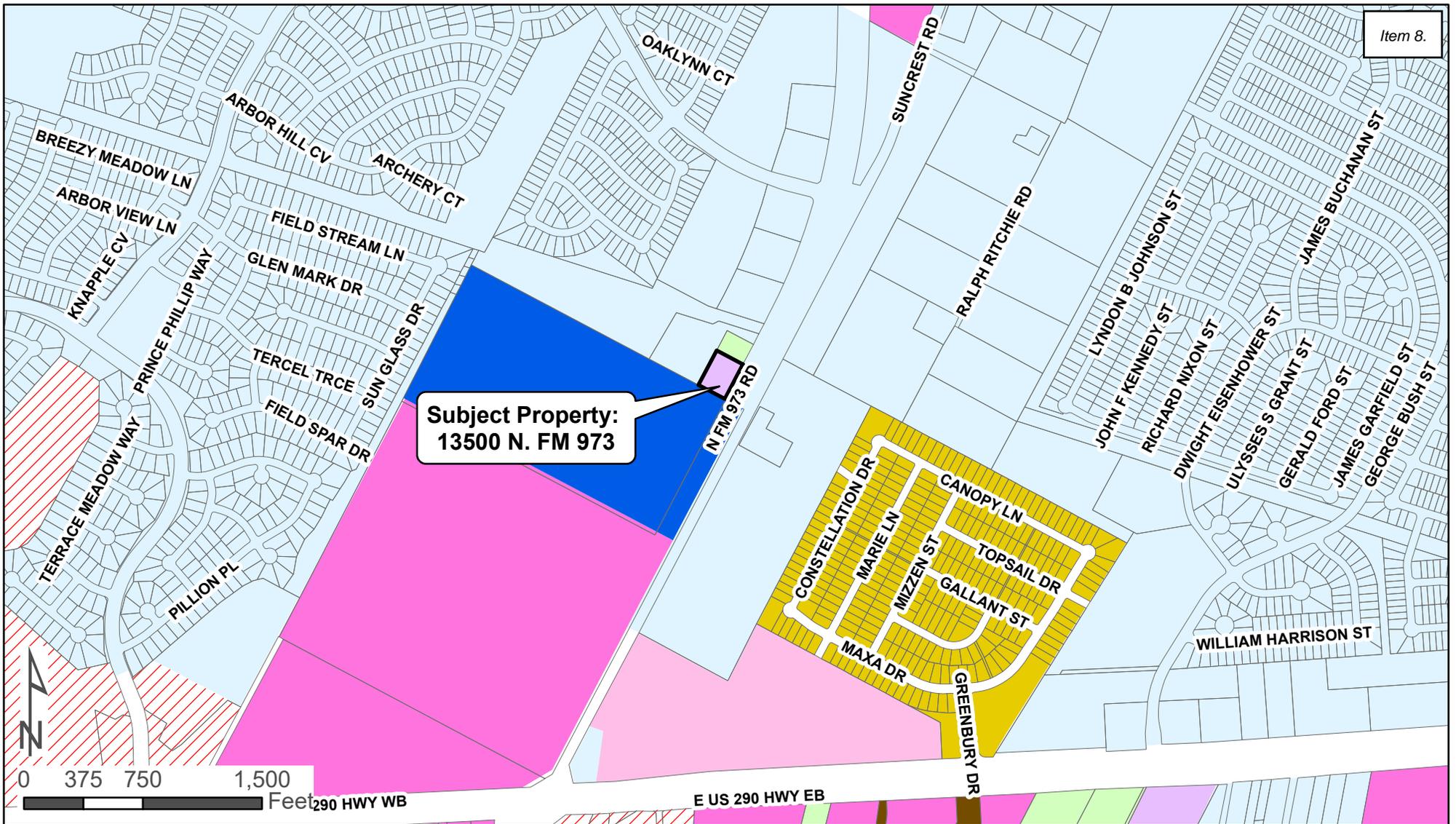
The property is on the border between Public/Semi-Public, Mixed-Density Neighborhood, and Commercial Corridor future land use as per the City's Comprehensive Plan 2050. The proposed restaurant development will follow City of Manor's vision and guidelines for development in that area and will be complementary to the existing and future neighborhoods.

Please feel free to contact me at (512) 576-4399 or at [juarezje@gmail.com](mailto:juarezje@gmail.com) if you have any questions or require additional information.

Respectfully submitted,



Henry Juarez  
Development Consultant



Current:  
Light Industrial (IN-1)

Proposed:  
Light Commercial (C-1)

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

# 13500 FM 973

Write a description for your map.

**Legend**

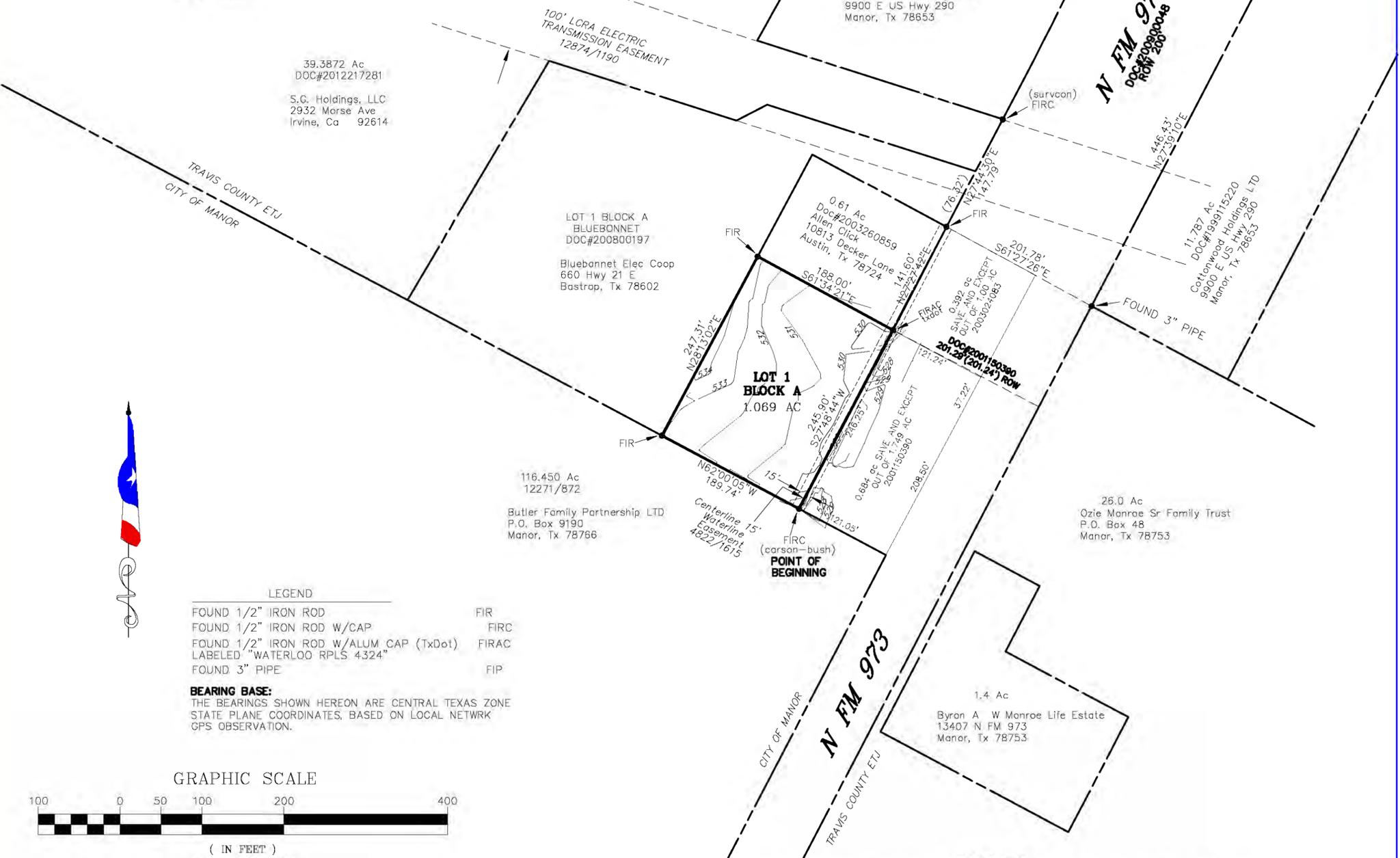
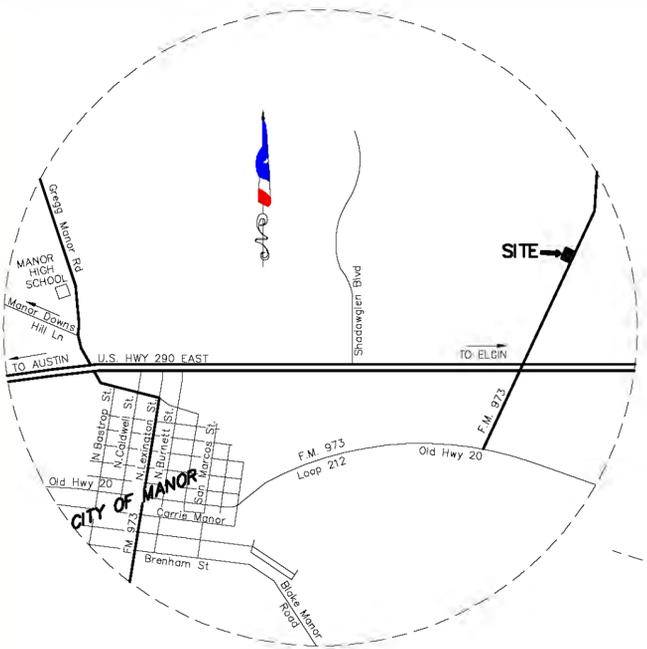
-  13500 FM973 Item 8.
-  Feature 1
-  JM Plumbing, Inc. MLS#40335



Cobblestone Bookkeeping Services

13500 FM973 JM Plumbing, Inc. MLS#40335

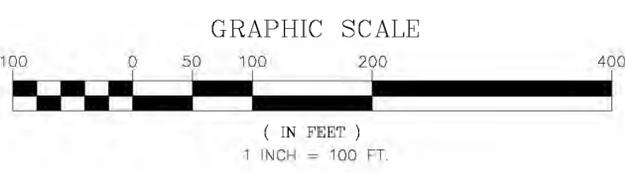
# PRELIMINARY PLAN MIRELES PARK



**LEGEND**

FOUND 1/2" IRON ROD	FIR
FOUND 1/2" IRON ROD W/CAP	FIRC
FOUND 1/2" IRON ROD w/ALUM CAP (TxDot)	FIRAC
LABELLED "WATERLOO RPLS 4324"	FIP
FOUND 3" PIPE	FIP

**BEARING BASE:**  
THE BEARINGS SHOWN HEREON ARE CENTRAL TEXAS ZONE STATE PLANE COORDINATES, BASED ON LOCAL NETWORK GPS OBSERVATION.



**FIELD NOTES**  
BEING 1.069 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS, AND BEING THAT SAME 1.069 ACRES CONVEYED TO JULIO C. MIRELES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013171610, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, FOR WHICH A MORE PARTICULAR DESCRIPTIONS BY METES AND BOUNDS IS AS FOLLOWS.

BEGINNING at an iron rod found with cap(carson/bush) in the west right of way of N FM 973 at the SE corner of that certain 1.069 acre of land described in Document No. 2013171610, Official Public Records, Travis County, Texas, same being the north line of a 116.45 acre tract conveyed to Butler Family Partnership, LTD., by deed recorded in Volume 12271, Page 875, Real Property Records, for the SE corner hereof;

THENCE N62°00'05"W for a distance of 189.74 feet to a 1/2" iron rod found at the SE corner of Lot 1, Block A, Bluebonnet, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200800197, Official Public Records, for the SE corner hereof;

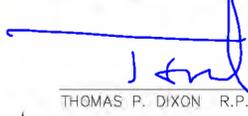
THENCE N28°13'02"E along the NW line hereof for a distance of 247.31 feet to a 1/2" iron rod found at the SW corner of a 0.61 acre tract conveyed to Allen Click by deed recorded in Document No. 2003260859, Official Public Records, for the NW corner hereof;

THENCE S61°34'21"E for a distance of 188.00 feet to a 1/2" iron rod with aluminum cap(txdat) found in the west line of N FM 973 at the SE corner of said Click tract, for the NE corner hereof;

THENCE S27°48'44"W along the west ROW of N FM 973 for a distance of 245.90 feet to the POINT OF BEGINNING of this tract, containing 1.069 acres of land, more or less.

**Surveyors Certification**  
I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF THE TRAVIS COUNTY SUBDIVISION ORDINANCE, AMENDED, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION, ON THE GROUND, MARCH 2, 2017.

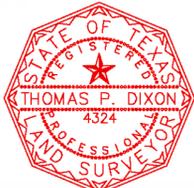
NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL NO. 48453C0485H, EFFECTIVE DATE OF SEPTEMBER 26, 2008.

  
THOMAS P. DIXON R.P.L.S. #4324 DATE 3/24/2017

**OWNER:**  
JULIO C. MIRELES  
13500 N FM 973  
MANOR, TEXAS 78653

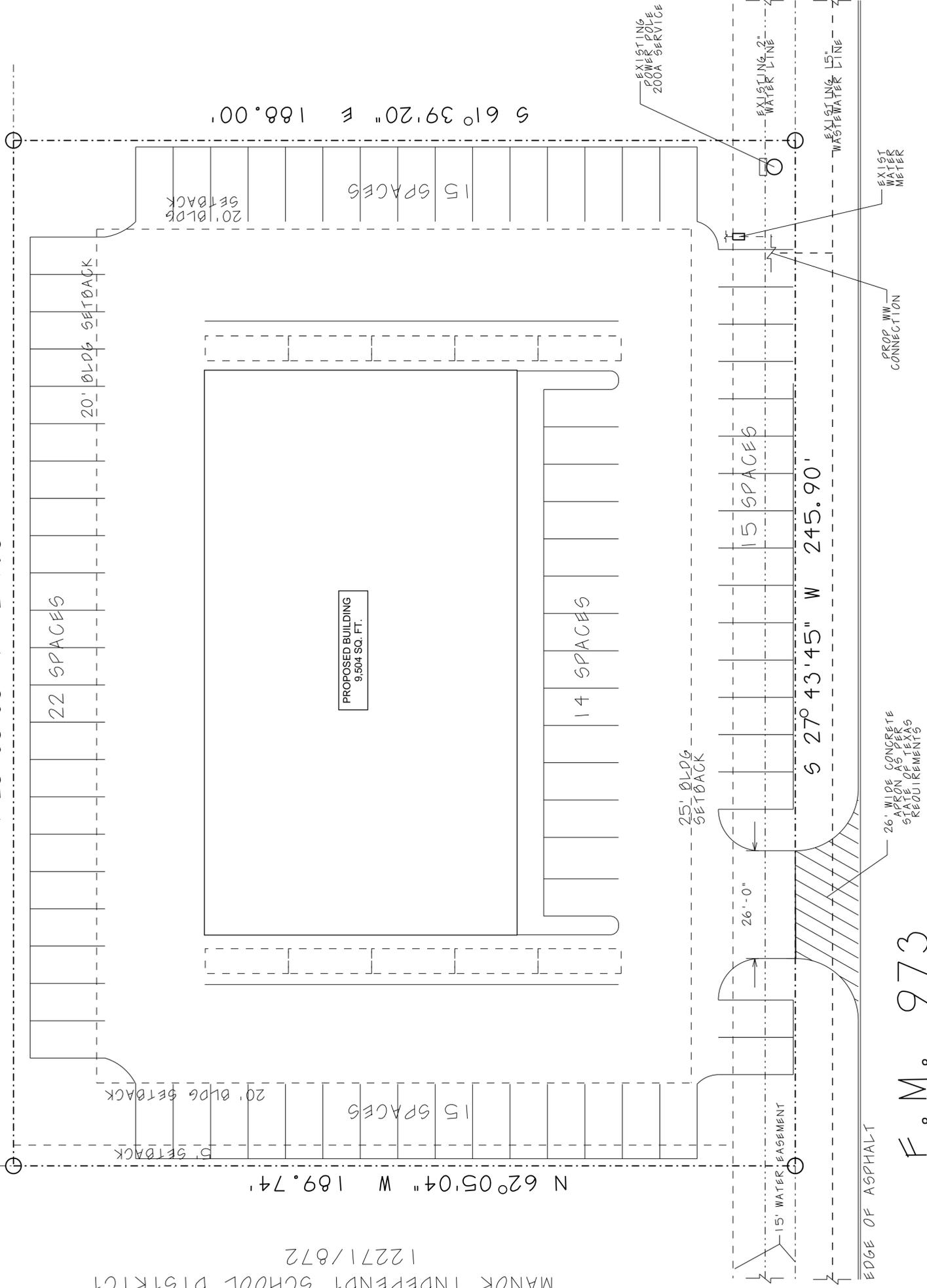
**LEGAL DESCRIPTION:**  
BEING 1.069 ACRES OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS.(ETJ MANOR)  
ACRES: 1.0692 ACRES, MORE OR LESS  
PROPOSED 1 COMMERCIAL LOT  
PREPARATION DATE: MARCH 23, 2017

WATERLOO SURVEYORS INC.  
P.O. BOX 160176  
AUSTIN, TEXAS 78716-0176  
Phone: 512-481-9602  
www.waterloosurveyors.com  
FIRM# 10124400



BLUEBONNET ELECTRIC COOPERATIVE INC.

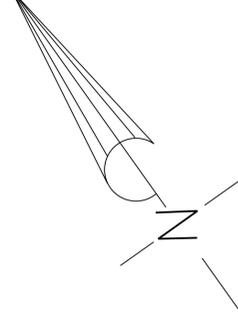
N 28° 08' 03" E 247.31'



MANOR INDEPENDT SCHOOL DISTRICT  
12271/872

F.M. 973

EDGE OF ASPHALT



ALLEN GLICK  
DOC# 2003260859

**LEGAL DESCRIPTION**

1.069 ACRES OF LAND, MORE OR LESS,  
BEING ALL OF THAT CERTAIN 1.062 ACRES  
OF LAND CONVEYED TO MICHAEL JAMES PACUK,  
BY WARRANTY DEED RECORDED IN DOCUMENT  
NUMBER 2013171610, DEED RECORDS TRAVIS COUNTY

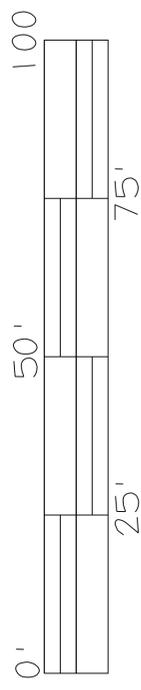
ABS 315 SUR 63 GATES 6  
ACR - 1.0690 AC

PROPERTY ID: 786707

**OWNER:** JULIO G. MIRELES  
13500 N. FM 973  
MANOR, TEXAS 78753  
\*512\* 775-0773

**PROJECT INFORMATION:**

LOT SIZE = 1.0690 ACR = 46,565.14 SQ.FT.  
PROPOSED BUILDING = 9,504 SQ.FT.  
PROPOSED BUILDING COVERAGE = 10.7 %  
PROPOSED PARKING/DRIVE = 50.FT.  
TOTAL PROPOSED IMPERVIOUS COVER = 50.FT.  
PROPOSED IMPERVIOUS COVER = %



**SITE PLAN**

SCALE: 1" = 30'-0"

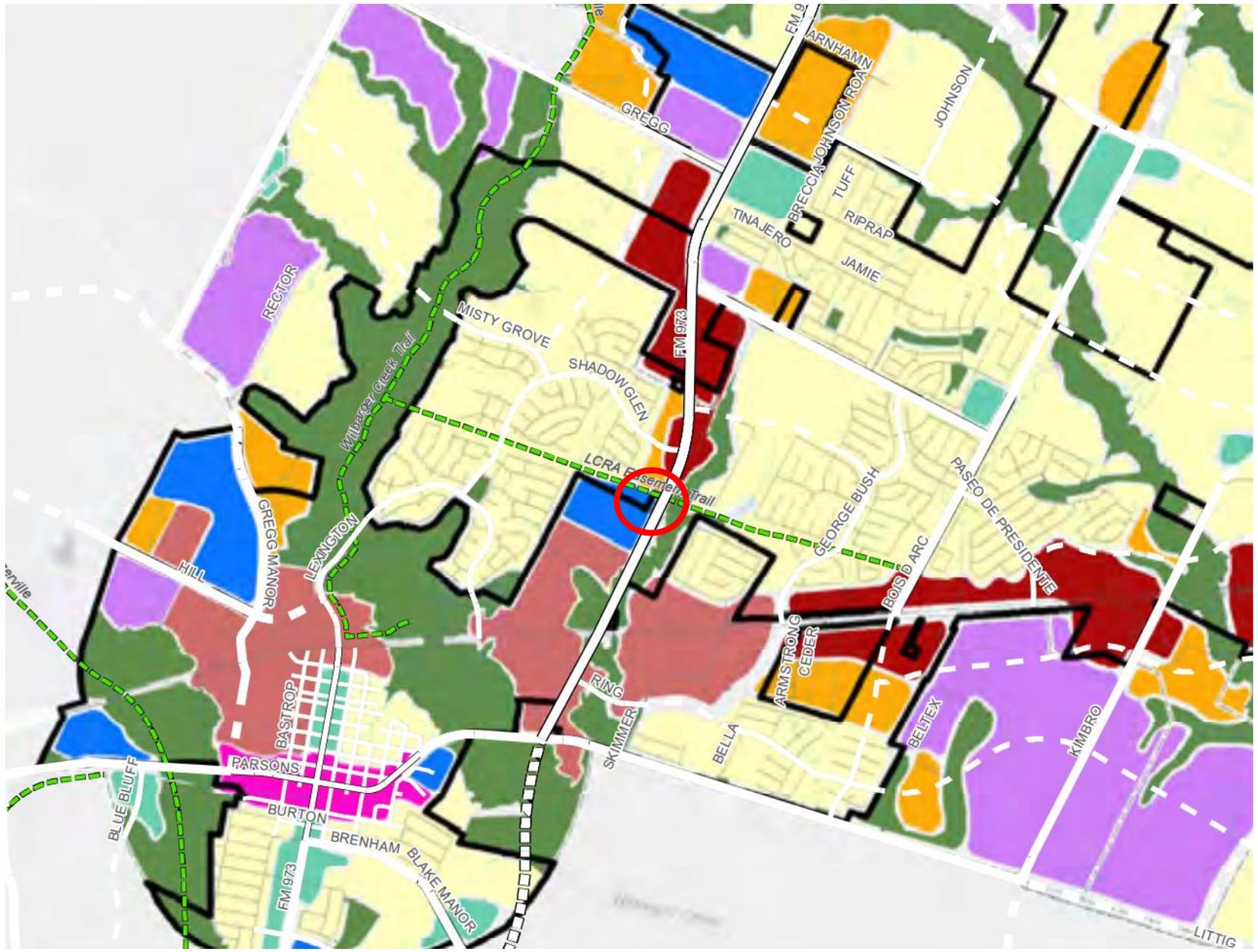
REVISIONS:  
DATE DESCRIPTION

**LG Architecture**  
Luis Garcia, Architect  
(512) 784-6467  
Austin, Texas

**JM Plumbing**  
13500 N.FM 973  
Manor, Texas

SHEET NAME:  
**Site Plan**

SHEET NUMBER:  
**SP 1-0**



## COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

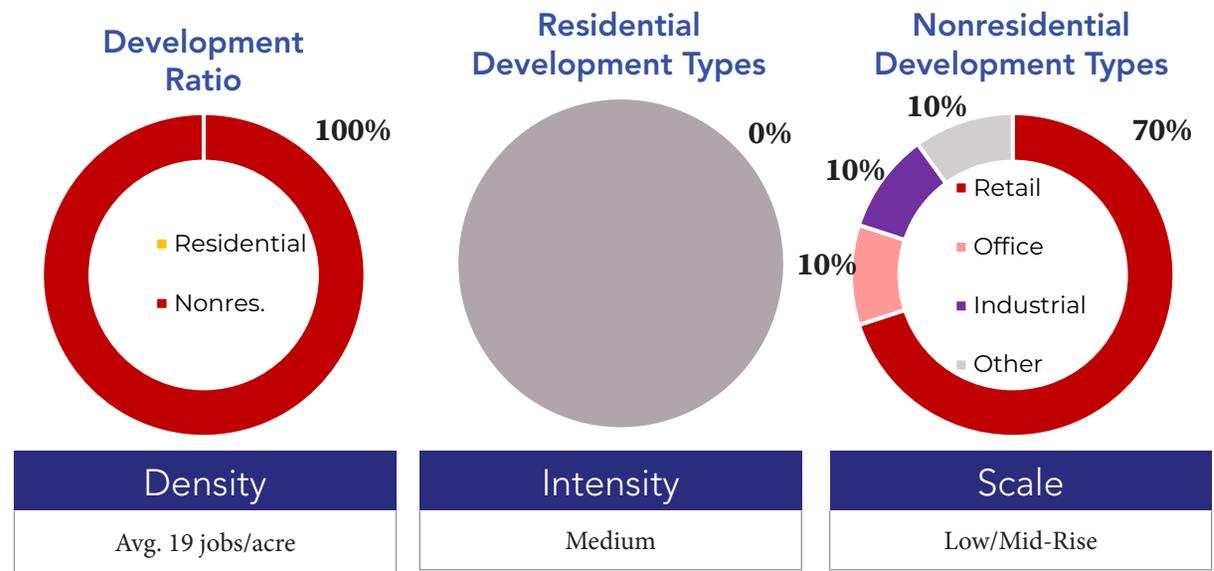
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

## COMMUNITY MIXED-USE

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

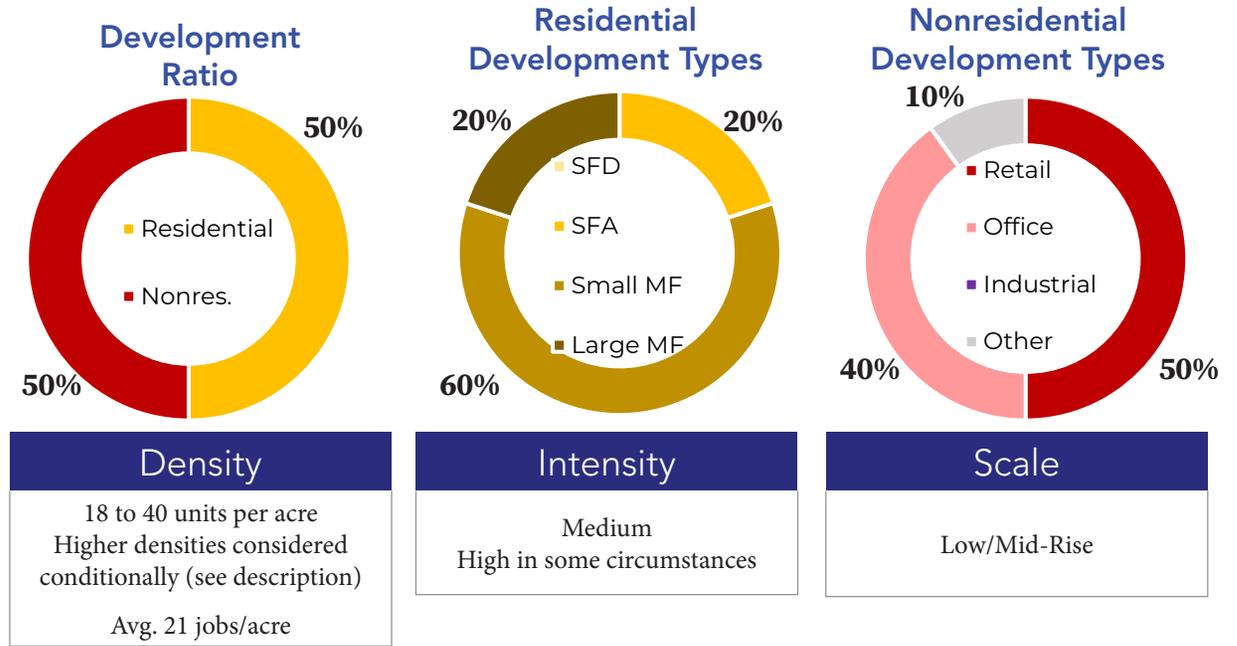
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●●●○○	
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	●●●●●	
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●●●○	
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
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.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.



4/26/2023

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 13500 FM 973 Rezoning IN-1 to C-1  
 Case Number: 2023-P-1534-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for one lot out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 1.069 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 13500 FM 973, Manor, TX from Industrial Light (IN-1) to Commercial Light (C-1).**

***Applicant: LIQUE Engineers***  
***Owner: Rapid Express Car Wash***

The Planning and Zoning Commission will meet at 6:30PM on May 10, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 17, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

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

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

Board of Trustees of The Manor ISD  
PO Box 9190  
Austin, TX 78766-9190

Bluebonnet Electric Cooperative Inc  
650 Highway 21 E  
Bastrop, TX 78602-5864

SG Land Holdings LLC  
2646 Dupont Dr Suite 60 PMB 520  
Irvine, CA 92612-7651

Cottonwood Holdings LTD  
9900 US Highway 290 E  
Manor, TX 78653-9720

Click Allen  
10813 Decker Lane  
Austin, TX 78724-1017

Cottonwood Holdings LTD  
9900 US Highway 290 E  
Manor, TX 78653-9720



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Performance Bond Extension request for the Village at Manor Commons Phase 3.

**BACKGROUND/SUMMARY:**

Section 60(e) of our Subdivision Code provides a one-year time limit on to complete the subdivision improvements from the date the final plat is approved. The final plat for Village at Manor Commons Phase 3 was approved on June 8, 2023.

P&Z voted 7-0 to recommend approval.

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

- Request

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve a Performance Bond Extension request for the Village at Manor Commons Phase 3 to June 8, 2024

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X</b>		

14400 The Lakes Blvd. Building C, Suite 200 Pflugerville, TX 78660  
QUALICOCOMMUNITIES.COM

**QUALICO**<sup>®</sup>  
communities

May 4<sup>th</sup>, 2023

To whom this may concern,

On behalf of Qualico MC, LLC and in accordance with City of Manor Code of Ordinances; Chapter 10, Exhibit A, Article IV., Section 60(e), we wish to request an extension of the Subdivision Performance and Payment Bond (Bond No. 800086159) in the amount of \$1,157,022.80 delivered and posted with the City of Manor on April 3<sup>rd</sup>, 2023 for the Village at Manor Commons Phase 3 project.

The Village at Manor Commons Phase 3 Plat was approved on June 8<sup>th</sup>, 2022. The first anniversary date of the plat approval is June 8<sup>th</sup>, 2023. Therefore, our extension request is not to exceed 1 year beyond the first anniversary date of the Phase 3 plat approval, taking the extension through to June 8<sup>th</sup>, 2024.

Currently, the Phase 3 improvements are underway. However, the improvements will not be completed by the first anniversary date of the Plat approval of June 8<sup>th</sup>, 2023. All utilities are in the ground with streets ready for first course base. Given our latest project schedule, we expect to be completed, ready for City inspection and acceptance by June 26<sup>th</sup>, 2023.

Thank you for your consideration.



**Brandon Reinhart**  
Land Development Project Manager

14400 The Lakes Boulevard  
Building C, Suite 200  
Pflugerville, TX 78660

Office: (512) 703-9439  
Cell: (512) 605-9606  
Email: [breinhart@Qualico.com](mailto:breinhart@Qualico.com)

Encl: Village at Manor Commons Ph. 3 - Subdivision Performance & Payment Bond No. 800086159

**SUBDIVISION PERFORMANCE AND PAYMENT  
BOND**

Bond No. 800086159

KNOW ALL MEN BY THESE PRESENTS, that we Qualico MC, LLC, of the City of Pflugerville, County of Travis, and State of Texas, as Principal, and Atlantic Specialty Insurance Company a corporation organized and existing under the laws of New York and authorized under the laws of the State of Texas to act as Surety on bonds for Principal, as Surety, are held and firmly bound unto the City of Manor, Texas, as Obligee, in the penal sum of One Million One Hundred Fifty Seven Thousand Twenty Two and 80/100 (\$1,157,022.80) DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is required by ordinances, regulations, and agreements of the City of Manor (the "City") to construct certain erosion control, manville w.s.c., sanitary sewer, storm water, streets, electrical improvements shown in the approved construction plans dated JUNE 23, 2022 and entitled Village at Manor Commons, Ph 3 for the subdivision known as Village at Manor Commons, Ph 3 (the "Improvements") within the timeframes required by said City ordinances, regulations, and agreements as a condition of final plat approval for the Village at Manor Commons, Ph 3 subdivision, and the Improvements shall constitute the project for which this bond shall guarantee completion. Obligee shall be entitled to recover attorneys' fees and court costs from the Surety and Principal in an action on this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that: (1) if the said Principal shall faithfully construct and complete the project in accordance with the approved construction plans for the Improvements, ordinances, and regulations of the City of Manor, by \_\_\_\_\_ and shall save the Obligee harmless from any loss, cost or damage by reason of Principal' s failure to complete said project; and (2) if the said Principal shall pay all claimants supplying labor and material to it or a subcontractor in the prosecution of the Improvements; then this obligation shall be null and void; otherwise to remain in full force and effect until Obligee accepts the Improvements.

Obligee may draw on any part or all of the total amount of this bond by submitting a written request for a draw from the Obligee's Public Works Director or designee to Surety's Attorney-in-fact. The bond shall be irrevocable until the Improvements are completed and accepted by the City.

In the event that either Principal fails to promptly pay when due persons who have supplied labor, materials, or supplies used in the prosecution of the project, the Surety will, upon receipt of notice from the Obligee or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability for the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the penalty of this bond. obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the project is to be constructed.

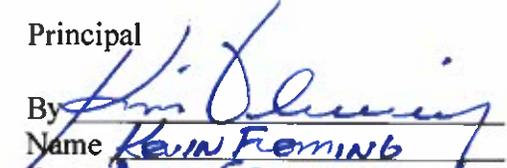
IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this 23<sup>rd</sup> day of March 2023.

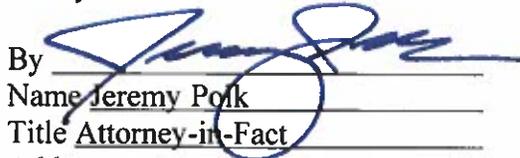
Qualico MC, LLC

Atlantic Specialty Insurance Company

Principal

Surety

By   
Name Kevin Fleming  
Title ASST. SECRETARY  
Address \_\_\_\_\_

By   
Name Jeremy Polk  
Title Attorney-in-Fact  
Address \_\_\_\_\_

14400 The Lakes Blvd

605 Highway 169 North

Building C, Suite 200

Suite 800

Pflugerville, TX 78660

Plymouth, MN 55441

The name and address of the Resident Agent of Surety is:

Scott David Chapman

480 Wildwood Forest Dr, Suite 760

Spring, TX 77380

(Seal)



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jeremy Polk, Jorge Mendez, Matthew Erra**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

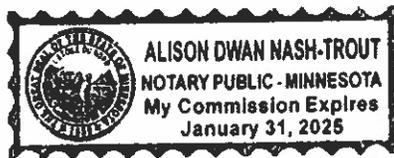
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of March, 2023.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution of the City of Manor, Texas approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3).

**BACKGROUND/SUMMARY:**

On November 7, 2018, the City authorized the creation of the Manor Heights PID and entered into a development agreement with the developer which contemplated multiple bond issuances. Bonds were previously issued for Improvement Areas #1 and #2 and Major Improvement Area. The developer is now requesting the issuance of bonds for Improvement Area #3 and entering into a reimbursement agreement with the City for reimbursement of public improvements the developer is constructing within Improvement Area #3. The attached resolution and reimbursement agreement are provided for City Council’s consideration.

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

- Resolution No. 2023-18
- Reimbursement Agreement

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council approve Resolution No. 2023-18 of the City of Manor, Texas approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3) and directing the Mayor to execute the Reimbursement Agreement (Improvement Area #3).

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

**RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND AUTHORIZING THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #3).**

**WHEREAS**, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Manor Heights Public Improvement District" (the "District") pursuant to Resolution No. 2018-10 adopted by the Manor City Council (the "City Council") on November 7, 2018; and

**WHEREAS**, on October 7, 2020, the City authorized additional land be included within the District pursuant to Resolution No. 2020-11; and

**WHEREAS**, the City entered into a Development Agreement with Sky Village Kimbro Estates LLC ("Sky Village") and RHOF, LLC ("RHOF") that stated the intent and expectation of the parties that the City would reimburse Sky Village and RHOF, or their successors in interest, for the costs of the construction of certain public improvements constructed for the benefit of the District; and

**WHEREAS**, Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("Forestar") is, for the purposes of the Development Agreement, the successor in interest to the obligations and interests of Sky Village and RHOF under the Development Agreement; and

**WHEREAS**, in connection with the development of the property within the District and the planned issuance of the "City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)" (the "Bonds"), the City Council intends to approve the forms, terms, and/or provisions of a Reimbursement Agreement to be by and between the City and Forestar; and

**WHEREAS**, this Resolution and the Reimbursement Agreement approved by it, are in furtherance of the intentions of the parties to the Development Agreement; and

**WHEREAS**, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

Section 2. Approval of Reimbursement Agreement. The Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3) (the "Reimbursement Agreement"), between the City of Manor, Texas and Forestar, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City is hereby authorized and directed to execute and deliver the Reimbursement Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the Reimbursement Agreement may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

*[Execution page follows]*

**DULY PASSED AND APPROVED** on the 17<sup>th</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor, City of Manor, Texas

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz  
City Secretary

**EXHIBIT A**

**MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #3)**

**MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
REIMBURSEMENT AGREEMENT  
(IMPROVEMENT AREA #3)**

This Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #3) (this “Reimbursement Agreement”) is executed between the City of Manor, Texas (“City”) and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Owner”) (each individually referred to as a “Party” and collectively as the “Parties”) effective as of the \_\_\_ day of \_\_\_\_\_, 2023.

**RECITALS**

**WHEREAS**, on November 7, 2018, the City Council of the City (the “City Council”) authorized the formation of the Manor Heights Public Improvement District (the “District” or “PID”) pursuant to Resolution No. 2018-10 (the “Creation Resolution”) in accordance with the PID Act, covering approximately 599.2 acres of land described in the Creation Resolution (the “District Property”); and

**WHEREAS**, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

**WHEREAS**, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) that promote the interests of the City and confer a special benefit on the assessed property within the District; and

**WHEREAS**, the District Property was originally contemplated to be developed in phases (“Improvement Areas”) beginning with Improvement Area #1, Improvement Area #2, and the Major Improvement Area;

**WHEREAS**, pursuant to the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “PID Financing Agreement”), the Owner now intends to further divide the Major Improvement Area into two or more Improvement Areas including Improvement Area #3, as depicted on Exhibit “A”, and the Owner intends that certain Authorized Improvements (as defined herein) be constructed over time to serve District Property (or portions thereof); and

**WHEREAS**, it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #3 (the “Improvement Area #3 Improvements” and to be further defined in a Service and Assessment Plan (hereinafter defined)) and levy assessments against certain District Property within Improvement Area #3 (the “Improvement Area #3 Assessments” or the “Assessments”) in accordance with the Assessment Roll (as defined herein) attached to a

Service and Assessment Plan for the District (as the same may be amended or updated from time to time, the “Service and Assessment Plan”); and

**WHEREAS**, it is intended that bonds secured by the Improvement Area #3 Assessments (the “PID Bonds”) will be issued to finance a portion of the Actual Costs of, among other things, the Improvement Area #3 Improvements (the Actual Costs of the Improvement Area #3 Improvements being the “Improvement Area #3 Improvements Cost”); and

**WHEREAS**, the proceeds of the PID Bonds shall be used to reimburse the Owner for the Improvement Area #3 Improvements Cost; and

**WHEREAS**, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

**WHEREAS**, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #3 Assessments, including foreclosure sale proceeds, first into segregated funds held by the City for Improvement Area #3’s revenues (an “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

**WHEREAS**, the Parties intend that all or a portion of the Improvement Area #3 Improvements Cost shall be paid for with the hereinafter-defined Improvement Area #3 Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as further described pursuant to the PID Financing Agreement; and

**WHEREAS**, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area #3 Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Definitions. Capitalized terms not otherwise herein defined shall be given the meaning assigned to such term in the PID Financing Agreement and/or Indenture, as applicable, and such definition shall govern in the event of a conflict with a definition herein.
  - a. Actual Costs – shall mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services

including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

- b. Assessment Roll – shall mean one or more assessment rolls for the assessed property within the District, as updated, modified or amended from time to time in accordance with the Service and Assessment Plan.
  - c. Authorized Improvements – shall mean any authorized improvement listed in the PID Act.
  - d. Improvement Area #3 Reimbursement Obligation – shall mean the Improvement Area #3 Reimbursement Obligation.
  - e. Pledged Revenues – shall mean the sum of (i) revenues generated by the Improvement Area #3 Assessments less delinquent collection costs; (ii) the moneys held by the City in the Operating Account; and (iii) any additional revenues that the City may pledge to the payment of the PID Bonds.
3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the revenue generated by the Improvement Area #3 Assessments to be deposited into the Operating Account. After a series of PID Bonds secured by the Pledged Revenues are issued, the City shall cause those Pledged Revenues to be deposited pursuant to the Indenture once executed.
  4. Payment of Improvements Cost. The City shall pay the Improvement Area #3 Improvements Cost pursuant to executed and approved Payment Requests (defined herein) in the manner provided for in the PID Financing Agreement from the applicable Operating Account. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area #3 Improvements Cost pursuant to executed and approved certifications for payment in the manner provided for in the PID Financing Agreement and the Indenture for PID Bonds.
  5. Improvement Area #3 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner

- shall be entitled to receive from the City in an amount not to exceed \$4,255,000 for the Improvement Area #3 Improvements Cost (the “Improvement Area #3 Reimbursement Obligation”) in accordance with the terms of this Reimbursement Agreement, and subject to any further limitations as may be contained in the PID Financing Agreement, until December 31, 2053 (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of the Improvement Area #3 Improvements Cost in excess of the amount of the Improvement Area #3 Assessments collected. The Improvement Area #3 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owner, solely from the Pledged Revenues deposited in the Operating Account or, if PID Bonds are issued, the Project Fund or the reimbursement fund, as applicable, created by the Indenture. The Improvement Area #3 Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City Council, and represents the total allowable costs to be assessed against Improvement Area #3 for the Improvement Area #3 Improvements. The interest rate paid to the Owner on the Improvement Area #3 Reimbursement Obligation shall be of 5.50%. The interest rate is hereby approved by the City Council and complies with the PID Act. Interest will accrue on the Improvement Area #3 Reimbursement Obligation at the interest rate stated above from the later to occur of: (i) the date that the Improvement Area #3 Assessment is levied by the City or (ii) the date a certificate for payment for the Improvement Area #3 Improvements Cost is approved by the City. Following the issuance of PID Bonds, interest on the Improvement Area #3 Reimbursement Obligation will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.
6. Obligated Payment Sources. The Improvement Area #3 Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #3 Reimbursement Obligation is not paid in full at the Maturity Date, and the Improvement Area #3 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the Operating Account or if PID Bonds are issued, in the Project Fund or the reimbursement fund, as applicable, created by the Indenture to pay the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.

7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Tax Assessor-Collector, Assessments (including the foreclosure of liens resulting from the nonpayment of the Assessments or other charges due and owing under the Service and Assessment Plan) and shall not permit a reduction, abatement, or exemption in the Assessments due on any portion of the District Property until the earlier of (i) the PID Bonds related to that particular portion of the District Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs in accordance with this Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.
8. Process for Payment for the Improvement Area #3 Reimbursement Obligation. The Owner may submit to the City a written request for payment in the form and manner provided for in the PID Financing Agreement (a "Payment Request") of any funds then available in the Operating Account or, after the issuance of PID Bonds, the Project Fund created by the Indenture, following February 1<sup>st</sup> of each year. Upon receipt of the Payment Request for the Improvement Area #3 Improvements described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owner within thirty (30) days. This process will continue until the Improvement Area #3 Reimbursement Obligation and accrued and unpaid interest is paid in full, or until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #3 Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.
9. Termination. Upon either (i) all payments paid to the Owner under this Reimbursement Agreement equal to the Improvement Area #3 Reimbursement Obligation plus any accrued and unpaid interest, (ii) the PID Bonds being issued for Improvement Area #3 that is equal to the Improvement Area #3 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area #3 Reimbursement Obligation, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #3 Reimbursement Obligation or accrued and unpaid interest remains unpaid, the Improvement Area #3 Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further however that if any Assessments remain due and payable and are uncollected

on the Maturity Date for Improvement Area #3, such Assessment, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #3 for any outstanding PID Bonds, and then paid to the Owner and applied to the Improvement Area #3 Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds equal more than the Improvement Area #3 Reimbursement Obligation.

10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Owner acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Owner acknowledges that the only source of funds for payment under this Agreement is from the Operating Account or if PID Bonds are issued, from the Project Fund or the reimbursement fund, as applicable, created by the Indenture to pay the Improvement Area #3 Reimbursement Obligation.
11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Improvement Area #3 Reimbursement Obligation associated with that Assessment by a corresponding amount; provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #3 Reimbursement Obligation to be less than zero.
12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #3 Improvements.
13. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Manor  
 Attn: City Manager  
 105 East Eggleston Street  
 Manor, Texas 78653

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

If to Owner: Forestar (USA) Real Estate Group, Inc.  
 Attn: John Maberry  
 10700 Pecan Park Blvd. Suite 150  
 Austin, Texas 78750

With a copy to: Metcalfe Wolff Stuart & Williams, LLP  
 Attn: Talley J. Williams  
 221 W. 6th, Suite 1300  
 Austin, Texas 78701  
 Facsimile: (512) 404-2234

15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture, then the Indenture shall control.
16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of the Improvement Area #3 Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee (defined herein)) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Improvement Area #3 Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Improvement Area #3 Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such

conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

- a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the District Property from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement, if then existing, to any party, so long as the assignee has demonstrated to the City's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
- d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.

- e. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.
- f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.
- b. If the Owner is in Default, the City’s sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the reimbursement fund as provided in Section 6 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific enforcement.
- c. If the City is in Default, the Owner’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City’s knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Anti-Boycott Verification, No business with Sanctioned Countries. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas

Government Code, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

**21. No Discrimination Against Firearm Entities and Firearm Trade Associations.**

To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

i. ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or

firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

ii. 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

iii. 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

22. No Discrimination Against Fossil Fuel Companies. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the

extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Owner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

23. Form 1295. If required, Owner shall complete Form 1295 in connection with the Owner’s participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). If required, the City shall confirm receipt of the Form 1295 once received from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 shall be provided solely by the Owner; and, neither the City nor its consultants shall have verified such information.
24. Miscellaneous.
- a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.
  - b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.
  - c. This Reimbursement Agreement may be amended only by written agreement of the Parties.
  - d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

STATE OF TEXAS                    §  
  §  
COUNTY OF TRAVIS               §

BEFORE ME, a Notary Public, on this day personally appeared, Dr. Christopher Harvey, Mayor of the City of Manor, Texas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

[Signatures Continue on Next Page]

**FORESTAR (USA) REAL ESTATE GROUP,  
INC., a Delaware corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

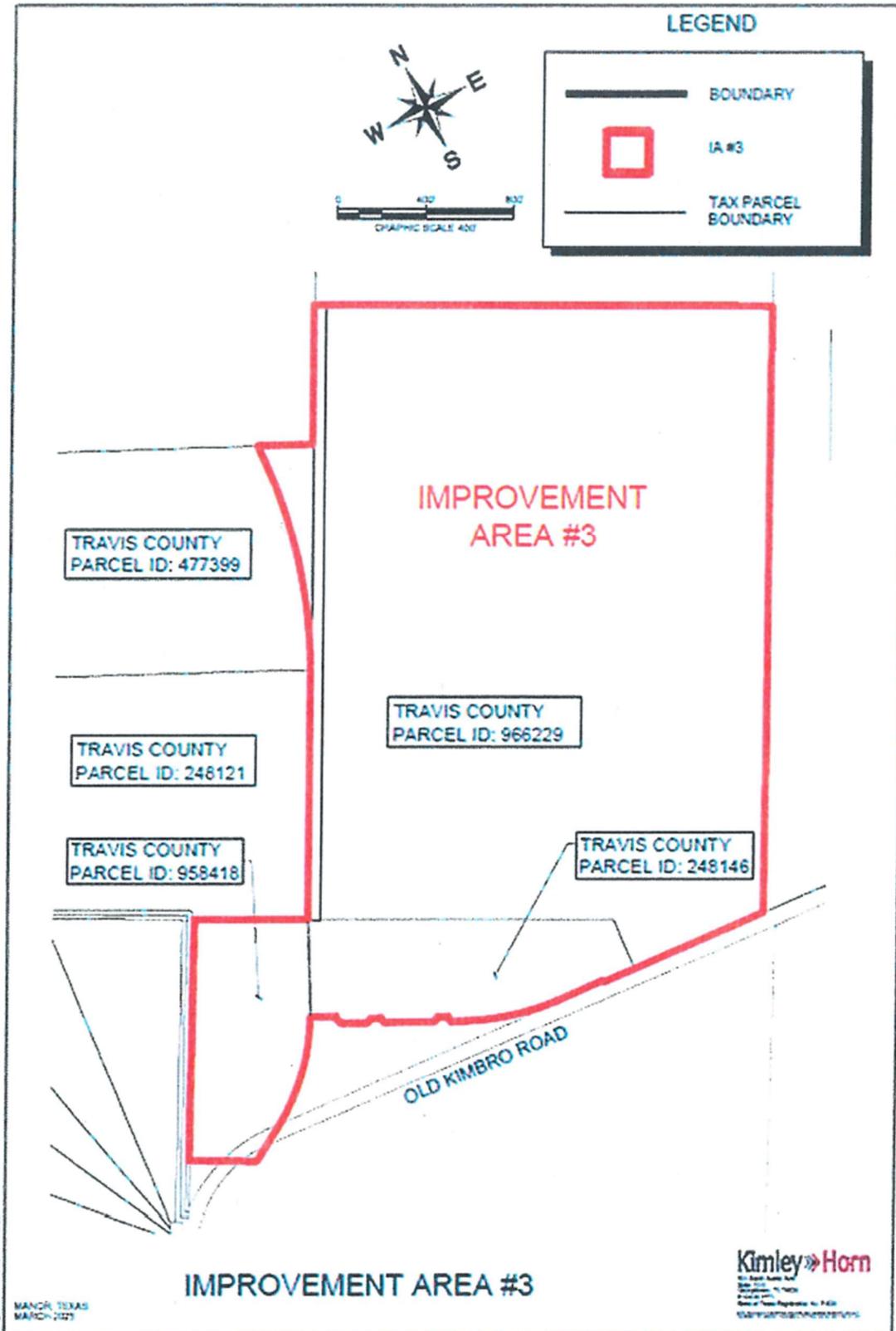
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_, 2023 by \_\_\_\_\_, \_\_\_\_\_, of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

\_\_\_\_\_  
Name printed or typed  
Commission Expires: \_\_\_\_\_

### Exhibit "A" Improvement Area #3





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the City of Manor Fiscal Year 2023-2024 Budget Priorities with the Legislative Agenda.

**BACKGROUND/SUMMARY:**

At the City Council regular meeting August 19, 2022, the following was outlined as a supporting legislation resolution for the following.

- Economic Development – Business incentives and community development
- Workforce Development – Job training and internships
- Education – Leisure services (library and shared spaces)
- 21<sup>st</sup> Century Infrastructure – public safety and utility expansion
- Health Science, Tech & Manufacturing – To establish a partnership with bio-tech companies and health science industries.

City staff is seeking Council direction to continue working on these agenda items/add additional priorities.

Preliminary valuation is showing an increase of taxable value of 14% compared to last year

**2022** \$1,788,475,384

**2023** \$2,045,512,492

Our new value is up 8% compared to last year.

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

- Budget Committee Calendar

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council give staff and Budget Committee direction for the Fiscal Year 2023-2024 budgeting priorities.

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

# Budget Committee

# May 2023

April '23							June '23							July '23						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T		
						1						1	2	3						
2	3	4	5	6	7	8	4	5	6	7	8	9	10	2	3	4	5	6	7	8
9	10	11	12	13	14	15	11	12	13	14	15	16	17	9	10	11	12	13	14	15
16	17	18	19	20	21	22	18	19	20	21	22	23	24	16	17	18	19	20	21	22
23	24	25	26	27	28	29	25	26	27	28	29	30	23	24	25	26	27	28	29	
30													30	31						

Item 11.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b> Cinco de Mayo	<b>6</b>
			<b>CC Meeting</b>		<b>ManorPalooza</b>	
<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
			Cap Improvements Committee @ 5pm			
<b>14</b> Mother's Day	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b> Armed Forces Day
			<b>CC Meeting</b>			
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b> <b>Spcl CC Mtg</b>	<b>25</b>	<b>26</b>	<b>27</b>
		<b>Staff deadline for budget submission</b>		Potential Budget Committee Meeting		
<b>28</b>	<b>29</b> Memorial Day	<b>30</b>	<b>31</b>			
	<b>City Hall Closed</b>					
		Notes				



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Pauline Gray, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution to conduct a public hearing to consider amendment of Water and Wastewater Community Impact Fees as recommended by the Advisory Committee.

**BACKGROUND/SUMMARY:**

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council reappointed the Planning and Zoning Commission and one representative of the development community as the Community Impact Fee Advisory Committee. The Committee has met several times and has evaluated the City's current Impact Fee Program and has come up with recommendations for proposed changes to the Community Impact Fees for Water and Wastewater.

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

- Resolution No. 2023-19

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council approve Resolution No. 2023-19 to conduct a public hearing for the purpose of amending Water and Wastewater Community Impact Fees.

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

**RESOLUTION NO. 2023-19**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS SETTING A PUBLIC HEARING TO BE HELD AT 7:00 P.M. ON WEDNESDAY, JULY 5, 2023, AT MANOR CITY HALL, 105 E. EGGLESTON STREET, MANOR, TEXAS 78653 TO CONSIDER AMENDMENT OF WATER AND WASTEWATER COMMUNITY IMPACT FEES.**

**WHEREAS**, Chapter 395, Texas Local Government Code requires a political subdivision, prior to amending an impact fee, to hold a public hearing to consider amending the Community Impact Fee, and

**WHEREAS**, it is deemed in the best interest of the City of Manor to consider amending its impact fees pursuant to said code;

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

**SECTION 1.** A public hearing shall be held at 7:00 PM on Wednesday, July 5, 2023, at Manor City Hall, located at 105 E. Eggleston Street, Manor, Texas 78653 for the purpose of amending Water and Wastewater Community Impact Fees. Community Impact Fees may be used to generate revenues for funding or recouping the costs of water and wastewater facilities, or the expansion of such facilities by and which are attributable to new development.

**SECTION 2.** That before the date of the first publication of the notice of public hearing, the City make available to the Community Impact Fee calculations.

**SECTION 3.** That the City provide public notice of such public hearing as follows:

(a) By serving notice of the hearing at least thirty (30) days prior to the hearing by certified mail to any person who has given written notice by certified or registered mail to the City Secretary requesting notice of such hearing within two (2) years preceding the date of adoption of this resolution setting the public hearing; and

(b) By publishing notice at least thirty (30) days, but not more than sixty (60) days, prior to the date set for the hearing, in a newspaper of general circulation within Travis County.

**SECTION 4.** 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 5.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code.*

**DULY PASSED AND APPROVED** on this 17<sup>th</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz  
City Secretary



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Pauline M. Gray, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the submission of the FY2023 Project Improvement List to Capital Metro.

**BACKGROUND/SUMMARY:**

The proposed project list will include street reconstruction and resurfacing including excavation, subgrade preparation, flexible base, and hot mix asphalt concrete in selected areas. Also proposed is mill and overlay in selected areas. The project list will also include fog seal maintenance work in Greenbury, Wildhorse, and Bell Farms.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Yes

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Manor Paving Projects
- 2023 Paving Projects-Reconstruction
- 2023 Paving Projects- Mill and Overlay
- 2023 Paving Projects-FOG SEAL

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve the submission of the FY2023 Project Improvement List to Capital Metro.

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

## CITY OF MANOR PROPOSED PAVING PROJECTS – FY2023

### 1. Paving Projects (This list will be provided to Cap Metro) based on FY2022 Roadway Analysis:

#### Street Reconstruction and Resurfacing Including Excavation, Subgrade Preparation, Flex Base, and Hot Mix Asphalt Concrete in selected areas.

Wheeler from Dead End to Bastrop Street  
Wheeler from North Caldwell to Lexington  
North Caldwell from W Boyce to Eggleston  
North Caldwell from E Wheeler to E Browning  
North Caldwell from E Eggleston to E Wheeler  
Carrie Manor – from Burnet to Mid-Block San Marcos

#### Street Repair – Mill & Overlay

Boyce from N Lockhart to Parsons  
Carrie Manor from S Lexington to S Burnet  
Carrie Manor from S San Marcos to S Lockhart  
JF Nagle from S Lampasas to Smith  
Browning from the Dead End to N Bastrop  
Rector from N LaGrange to Dead End  
Smith from JF Nagle to the School  
Gregg Street from E Wheeler to E Browning  
N Bastrop from W Townes to W Lane  
Burnet from E Burton to E Carrie Manor

### 2. Fog Seal Projects – Maintenance Portion of the FY2023 Paving Improvements

Greenbury  
Wildhorse Creek  
Bell Farms

A fog seal is an asphalt emulsion applied just once over an existing asphalt pavement surface. This renews any oxidization (that faded gray look) on the surface of the asphalt. It also seals minor cracks, stops the road from raveling, and makes the surface look better.



1500 CR 269  
 Leander, Texas 78641  
 512 . 259 . 3882

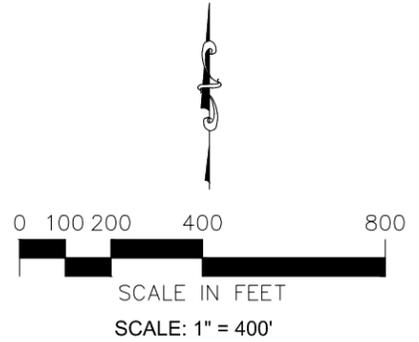
Texas Engineering Firm #4242

2023 CAPITAL METRO PAVING IMPROVEMENTS

STREET RECONSTRUCTION  
 IMPROVEMENTS

DATE: 04/27/2023

DRAWN BY: JGA



STREET MILL AND OVERLAY



1500 CR 269  
Leander, Texas 78641  
512 . 259 . 3882

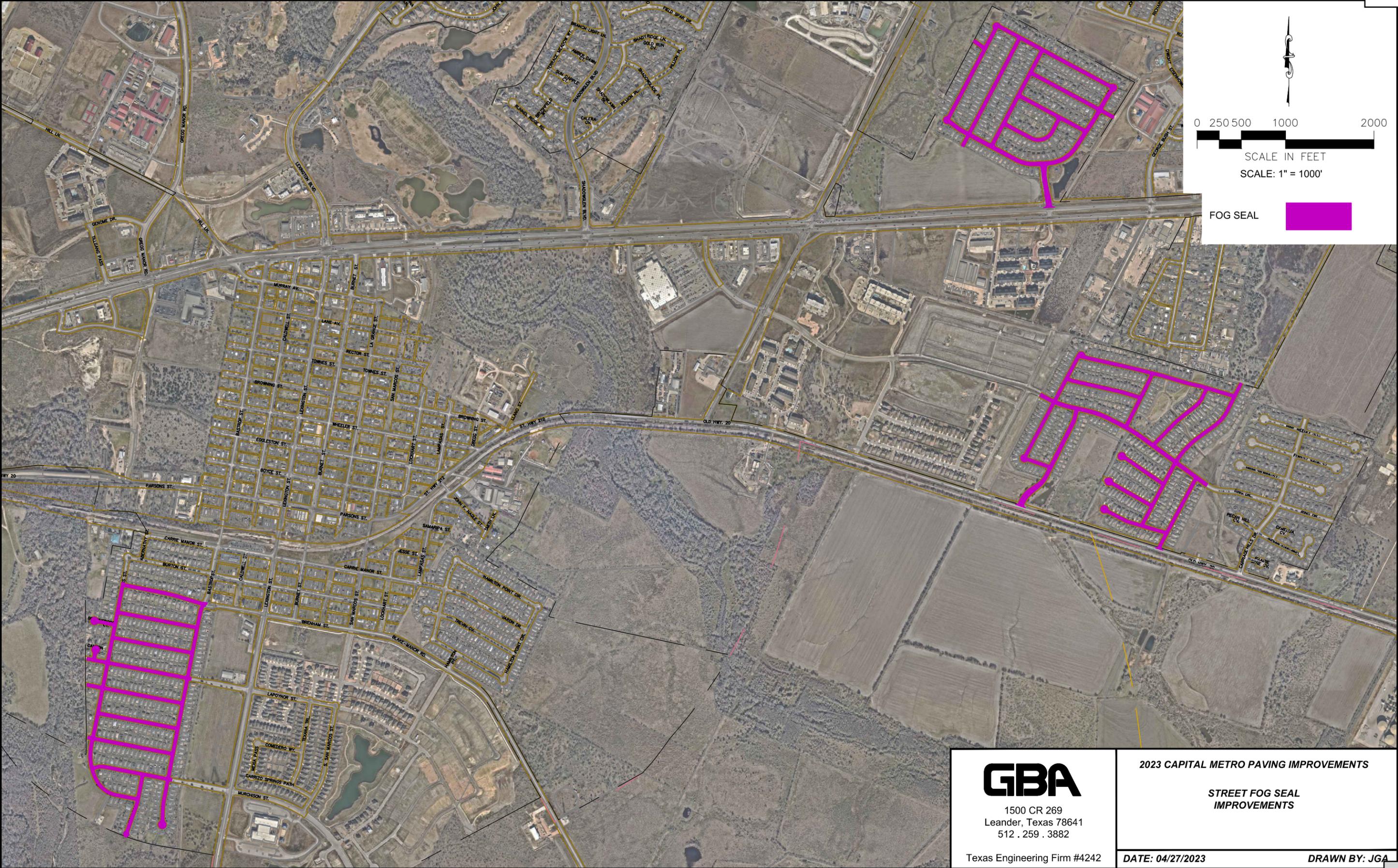
Texas Engineering Firm #4242

2023 CAPITAL METRO PAVING IMPROVEMENTS

STREET MILL AND OVERLAY IMPROVEMENTS

DATE: 04/27/2023

DRAWN BY: JGA



0 250 500 1000 2000  
 SCALE IN FEET  
 SCALE: 1" = 1000'

FOG SEAL

**GBA**  
 1500 CR 269  
 Leander, Texas 78641  
 512 . 259 . 3882  
 Texas Engineering Firm #4242

2023 CAPITAL METRO PAVING IMPROVEMENTS  
**STREET FOG SEAL IMPROVEMENTS**  
 DATE: 04/27/2023 DRAWN BY: JGA



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Phase 2 Wastewater Collection System Improvement project.

**BACKGROUND/SUMMARY:**

The proposed change order includes adjusting and upsizing 500 LF of piping that will eliminate a utility conflict and increase pipe capacity and provide reimbursement for pumping and hauling costs incurred due to inflow and infiltration caused by a faulty manhole bore installation. Contract time has been increased due to project delays caused by the necessitation of an easement acquisition following the start of construction. The developer had withdrawn authorization to acquire an easement on the subject tract because the tract was to be purchased by the developer. When the closing on the tract did not occur, the easement was again necessary.

**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** Yes  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Change Order No. 2

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council approve Change Order No. 2 to the construction contract for the Cottonwood Creek Phase 2 Wastewater Collection System Improvement project with R Construction Civil, LLC in the amount of \$68,122.75.00

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

## CHANGE ORDER

ORDER NO.: 2  
DATE: 5/17/2023  
AGREEMENT DATE: 23<sup>rd</sup> February, 2022

NAME OF PROJECT: Cottonwood Creek Phase 2 Wastewater Collection System Improvements

OWNER: City of Manor

CONTRACTOR: R Construction Civil, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1 – Add Change Order Item, C.O. 2-1, Excavation, removal and disposal of 500 LF of 8” PVC pipe @ \$49/LF

Item No. 2 – Add Change Order Item, C.O. 2-2, Installation of 500 LF of 12” PVC pipe @ \$136/LF

Item No. 3 – Add Change Order Item, C.O. 2-3, Installation of 4.61 VF of Manhole Riser, including coating @ \$3,980.04/VF

Item No. 4 – Add Change Order Item, C.O. 2-4, 500 LF of Extra Depth for pipe installation @ \$36.88/LF

Item No. 5. – Add Change Order Deduct Item, C.O. 2-5, 48.29 Loads of Groundwater Infiltration Removal and Disposal @ (\$1,039.91)/Load

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$697,645.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$788,069.00

The CONTRACT PRICE due to this CHANGE ORDER will be **INCREASE** by: \$68,122.75

The new CONTRACT PRICE including this CHANGE ORDER will be: \$856,191.75

3. Change to CONTRACT TIME:

The CONTRACT TIME will be increased or (decreased) by 350 calendar days.

The date for completion of all work will be July 17, 2023

4. Approvals Required:

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

Recommended by: Frank Phelan, P.E. Signed: \_\_\_\_\_  
Engineer

Ordered by: \_\_\_\_\_ Signed: \_\_\_\_\_  
Owner City of Manor

Accepted by: \_\_\_\_\_ Signed \_\_\_\_\_



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a statement of work for engineering services for the Manor Commercial Park Wastewater Collection System & Carriage Hills Lift Station #5 Improvements project.

**BACKGROUND/SUMMARY:**

The proposed project will provide centralized wastewater collection system improvements to the existing Manor Commercial Park development. Presently, the developed lots in this subdivision are all on septic systems. This project is to be primarily funded with \$3,400,000 of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) proceeds. The project will include approximately 8,700 LF of 8-inch & 12-inch gravity sewer mains, 18 manholes and upgrades to the Carriage Hills lift station/piping. The project will also provide for decommissioning of septic systems via connection of developed lots to the installed collection system. This project was discussed along with our 2021 Bond projects during the August 18<sup>th</sup> and September 7<sup>th</sup>, 2021 Capital Improvements Committee meetings. This project would provide economic benefits to the city through the voluntary annexation of properties within the Manor Commercial Park and by decommissioning of existing septic tanks and fields, existing businesses will be able to more fully utilize their lots to grow their businesses, providing more jobs and economic benefit to the city. There is also a proposal to extend another 12” line off the wastewater lines in this project to serve an even larger area, which includes many of the properties along the western side of Kimbro Road, which also have the potential for light industrial development. With the initiation process of the SLFRF program, the statement of work for the Manor Commercial Park wastewater collection system extension project should have been reviewed and approved by the City Council in 2021. The project plans are 90% complete, which has helped city staff facilitate several successful meetings with the landowners and explain the benefits of the project. This has led to the City Council to approve several annexation agreements this year and positioned the city to market the commercial park for suitable industrial development projects looking to expand in the region.

**LEGAL REVIEW:** Yes, Completed  
**FISCAL IMPACT:** Yes, Funding through SLFRF  
**PRESENTATION:** Yes  
**ATTACHMENTS:** Yes

- Statement of Work #7

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and award Statement of Work #7 to George Butler Associates, Inc. for the Manor Commercial Park Wastewater Collection System & Carriage Hills Lift Station #5 Improvements in the amount of \$344,600.

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

## EXHIBIT A

### Statement of Work (SOW) No. 7

#### TO MASTER SERVICES AGREEMENT

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

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

**ASSIGNMENT:** Professional Engineering Services to establish a comprehensive plan for preliminary engineering, final design, permitting, bidding and construction phase services for the wastewater collection system improvements to serve the area of Manor Commercial Park, a portion of Manor Villa Estates and select adjacent properties. These improvements include the design of approximately 8,700 linear feet (LF) of 8-inch & 12-inch diameter gravity sewer main, 18 manholes and upgrades to the existing Carriage Hills lift station/piping. Preliminary design services will also include calculation of associated Wilbarger wastewater treatment plant capacity.

#### SCOPE OF SERVICES:

##### **TASK 1: PROJECT MANAGEMENT**

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

- SUBTASK 1: Kickoff Meeting
- SUBTASK 2: Schedule Maintenance
- SUBTASK 3: Progress Meetings
- SUBTASK 4: Invoices and Progress Reports
- SUBTASK 5: Principal Oversight

##### **TASK 2: PRELIMINARY ENGINEERING**

- SUBTASK 1: Collect all maps, drawings, and specifications available on the relevant portions of the project.
- SUBTASK 2: Define the project criteria in accordance with funding commitments and limits.
- SUBTASK 3: Review field investigations, surveying and mapping analysis to refine the quantitative limits of the project.
- SUBTASK 4: Identify alternative designs, methodologies, equipment and configurations for the proposed project.

SUBTASK 5: Complete preliminary design calculations and drawing for the construction of the facilities.

SUBTASK 6: Submit preliminary design to Owner for review and approval.

SUBTASK 7: Prepare preliminary opinion of probable cost for the anticipated quantities involved for identified alternatives.

**TASK 3: CONSTRUCTION DOCUMENT PHASE**

SUBTASK 1: Review field investigation, survey and other data for performance of detailed designs, as required.

SUBTASK 2: Prepare drawings for construction of the project.

SUBTASK 3: Prepare technical specifications for construction of the project.

SUBTASK 4: Prepare contract documents for construction of the project.

SUBTASK 5: Prepare Texas Commission on Environmental Quality (TCEQ) permitting submittal for construction of the project.

**TASK 4: PERMITTING PHASE**

SUBTASK 1: Prepare and submit applications for: City of Manor Coronavirus Local Fiscal Recovery Fund Project Approval and TCEQ.

SUBTASK 2: Respond to reviewing entity comments.

SUBTASK 3: Finalize plans and documents accordingly with any necessary changes from regulating entities.

**TASK 5: BIDDING PHASE**

SUBTASK 1: Provide bidding documents to CITY and assist with bidding.

SUBTASK 2: Issue bid documents to potential bidders.

SUBTASK 3: Answer potential bidder inquiries and issue addenda as necessary.

SUBTASK 4: Conduct pre-bid conference.

SUBTASK 5: Submit opinion of probable construction costs (OPCC) and attend bid opening.

SUBTASKS 6: Reviewing bids, develop bid tabulation, perform contractor qualifications verification and provide recommendation of award.

SUBTASK 7: Submit to CITY for review and approval to award.

SUBTASK 8: Provide contracts and execution of award.

**TASK 6: CONSTRUCTION PHASE**

SUBTASK 1: Review required bonding and insurance requirements and prepare notice to proceed.

SUBTASK 2: Conduct pre-construction conference and review contract requirements.

SUBTASK 3: Perform submittal review and approval in accordance with construction documents.

SUBTASK 4: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 5: Review field testing reports.

SUBTASK 6: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 7: Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.

SUBTASK 8: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 9: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 10: Prepare record construction drawings to reflect any adjustments.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Easement acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Site development plans.
6. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
7. Inspection or testing services.
8. SWPPP or TPDES permits.
9. Permitting Support.
10. Construction phase services not specifically listed.
11. Any designs or reports not specifically listed.
12. Additional meetings and site visits not specifically listed.
13. Any other service not specifically listed.



JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242

1500 County Road 269  
Leander, TX 78641

Item 15.

PO Box 2029  
Leander, TX 78646-2029

**COMPENSATION:**

TASK 1. FEE:	\$9,300
TASK 2. FEE:	\$137,500
TASK 3. FEE:	\$129,500
TASK 4. FEE:	\$12,600
TASK 5. FEE:	\$11,700
TASK 6. FEE:	\$44,000

**TOTAL:** \$344,600

CITY OF MANOR, TEXAS

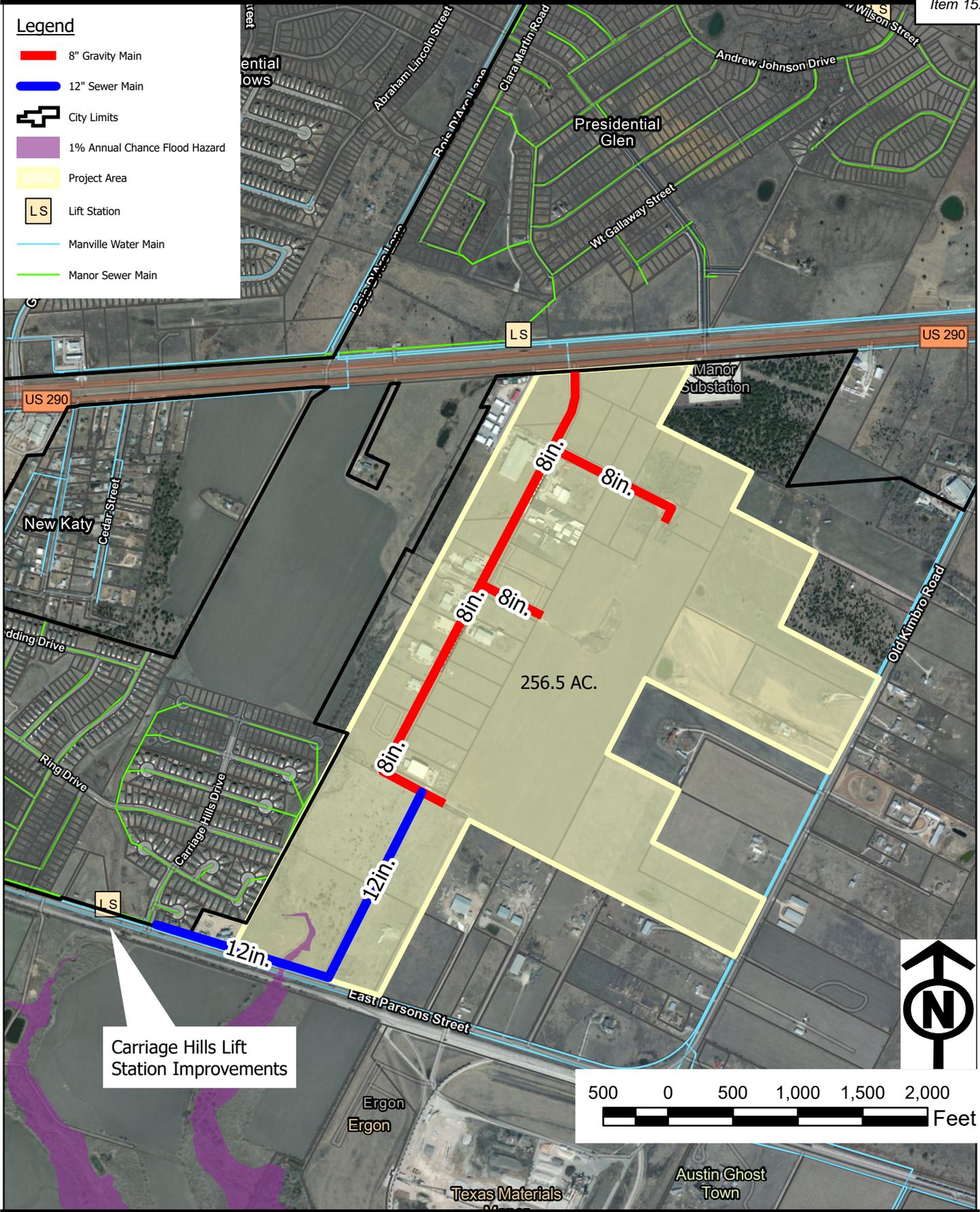
GEORGE BUTLER ASSOCIATES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 10/22/21



PROJECT NUMBER  
P5892.00  
DATE  
110/21/2021

Concept Layout  
Manor Commercial Park  
Wastewater Collection System Improvements  
Manor, Travis County, Texas

FIGURE  
**1**  
212



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Daria Sakharova, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the 2022 Fall Inflow and Infiltration Report.

### BACKGROUND/SUMMARY:

The City of Manor has been contending with elevated wet-weather flows at its wastewater treatment facilities. To begin the process of addressing high levels of wet-weather flows, the City Council engaged GBA to initiate a flow monitoring program. An initial flow monitoring study was conducted in the Fall of 2021 which identified several sanitary sewer drainage basins with elevated rates of Inflow and Infiltration (I&I). A second (more focused) round of flow monitoring was performed in the Fall of 2022 to further delineate I&I locations within the City's system. Additionally, two basins from the 2021 project that had been identified as having excessive I&I were selected for Sanitary Sewer Evaluation Study (SSES) investigations for the Fall of 2022, which consisted of manhole inspections, smoke testing, and closed-circuit televising (CCTV) of the basins' sanitary sewers.

The attached project report provides analysis of all flow and rainfall monitoring from the Fall 2022 investigations, including manhole condition assessments, CCTV, and smoke testing results, GIS updates, and engineering recommendations for wastewater collection system administrative, maintenance, and construction items. The report's Conclusions and Recommendations section includes annual inflow-reduction investigative budget amounts and scheduling for overall I&I mitigation program preliminary engineering, design, construction, and post-construction activities. Construction project scopes will be defined based upon capital budget amounts established to accomplish desired I&I mitigation objectives.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** Yes

**ATTACHMENTS:** Yes

1. 2022 Fall Inflow and Infiltration PowerPoint Presentation Deck
2. 2022 Fall Inflow and Infiltration Report

### STAFF RECOMMENDATION:

Staff recommends that the City Council accept the report as presented.

**PLANNING & ZONING COMMISSION:**

**Recommend Approval**

**Disapproval**

**None**

*(Type X before choice to indicate)*

# 2023 INFLOW & INFILTRATION INVESTIGATIONS PROJECT

## Preliminary Engineering Report

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City of Manor  
Public Works Department

SOW No. 22

GBA NO. 15333

April 24, 2023

**FINAL REPORT**

**GBA**



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## Definitions and Abbreviations

CCTV	Closed-Circuit Television
CIPP	Cured-In-Place Pipe
City	City of Manor
DS	Downstream
DSMH	Downstream Manhole
FBS	Frame Base Seal
FL	Fracture Longitudinal
GBA	George Butler Associates, Inc.
GIS	Geographic Information System
GPM	Gallons Per Minute
I&I	Inflow and Infiltration
IR	Infiltration Runner
MCU	Miscellaneous Camera Under Water
MH	Manhole
MSA	Miscellaneous Survey Abandoned
MWLS	Miscellaneous Water Level Survey
PACP	Pipeline Assessment Certification Program
PVC	Polyvinyl Chloride
SSO	Sanitary Sewer Overflow
UMH	Unknown Manhole
US	Upstream
USMH	Upstream Manhole
VCP	Vitrified Clay Pipe

# 1 Project Background and Description

## 1.1 Introduction and Objectives

This Field Work Summary presents the results of the Inflow and Infiltration (I&I) Field Investigations Project performed for the City of Manor (City) by George Butler Associates, Inc. (GBA). The field investigations for this Work Order included manhole condition assessments, closed-circuit televising (CCTV), smoke testing, and dyed water testing of sanitary sewer lines within a specific area of the City. Additionally, flow monitoring was performed at 12 locations through the City for a contracted period of 90 days from September 1 through November 30, 2022, although meters were installed several days prior to the start date and remained installed through at least December 10<sup>th</sup>.

The objectives for this project are:

1. Check for pipe connectivity, structural defects, and potential sources of I&I in existing manholes and sanitary sewer lines within the specific neighborhoods selected to be investigated.
2. Collect flow and rainfall data and perform I&I analysis on the separated sanitary sewers in the City of Manor.
3. Use the data collection to update the City's GIS
4. Ensure accurate routing is documented

The ultimate goal for the City of Manor is to reduce the flows in its sanitary sewer system. The City has documented several instances of sanitary sewer overflows (SSO's) as well as concerns of residential sewer backups. The Pilot Areas identified for field investigations were systems of particular concern based on the results of previous flow monitoring performed in 2021.

## 1.2 Project Area

This project encompassed two project areas:

Area 1 – the entire City of Manor was studied by the installation of flow meters and rain gauges. This area is shown on Figure 1-1.

Area 2 – a specific subsection of the City specifically identified for in-depth Sanitary Sewer Evaluation Study (SSES) will be referred to as the "Pilot Area". This area is generally bound by Wedding Drive on the North, Old HWY-20 on the South, Beltex Drive on the East, and Skimmer Run on the West. This area is shown on Figure 1-2.

Both areas are made up of primarily residential neighborhoods as well as a limited amount of commercial development throughout the area. Most of the existing infrastructure was originally built between 1985 and 2005 and is comprised of 6 to 24 inch diameter, predominantly PVC, sewers. The general flow of the project area is from the outside northeast and southwest corners into the treatment plant located at the center of the City near E Parsons St and Llano St. The study area included facilities within the Wilbarger Creek watershed. However, wastewater collected from a portion of the Cottonwood watershed is pumped into the Wilbarger Creek watershed.

The City’s Wilbarger Creek Wastewater Treatment Plant (WWTP) is located at 547 Llano Street. Reducing the amount of I&I in the project area will reduce the stress on this WWTP during wet weather events.

### 1.3 Project Background and Past Field Studies

The City of Manor has encountered high wastewater collection and treatment system flows during storm events and rainy periods. These high flows jeopardize the City’s ability to meet permitted flow requirements at treatment plant facilities (excursions) and present potential for system spills (bypasses).

In the Fall of 2021, the City contracted with GBA to perform city-wide flow monitoring. The locations of 2021 flow meters are shown on Figure 1-3. That flow monitoring and subsequent analysis indicated several drainage basins in the City had particularly high I&I rates. Two of the basins metered in 2021 showed especially elevated levels of I&I (Sites 6 and 7) and as such were selected for further SSES investigations in this 2022 project. The City then engaged GBA to conduct this focused scope investigation with the purpose of identifying surface water inflow and ground water infiltration into the City’s existing wastewater system in an effort to identify deficiencies contributing to high wastewater collection and treatment system flow conditions.

Figure 1-1 – Flow Monitoring Project Area

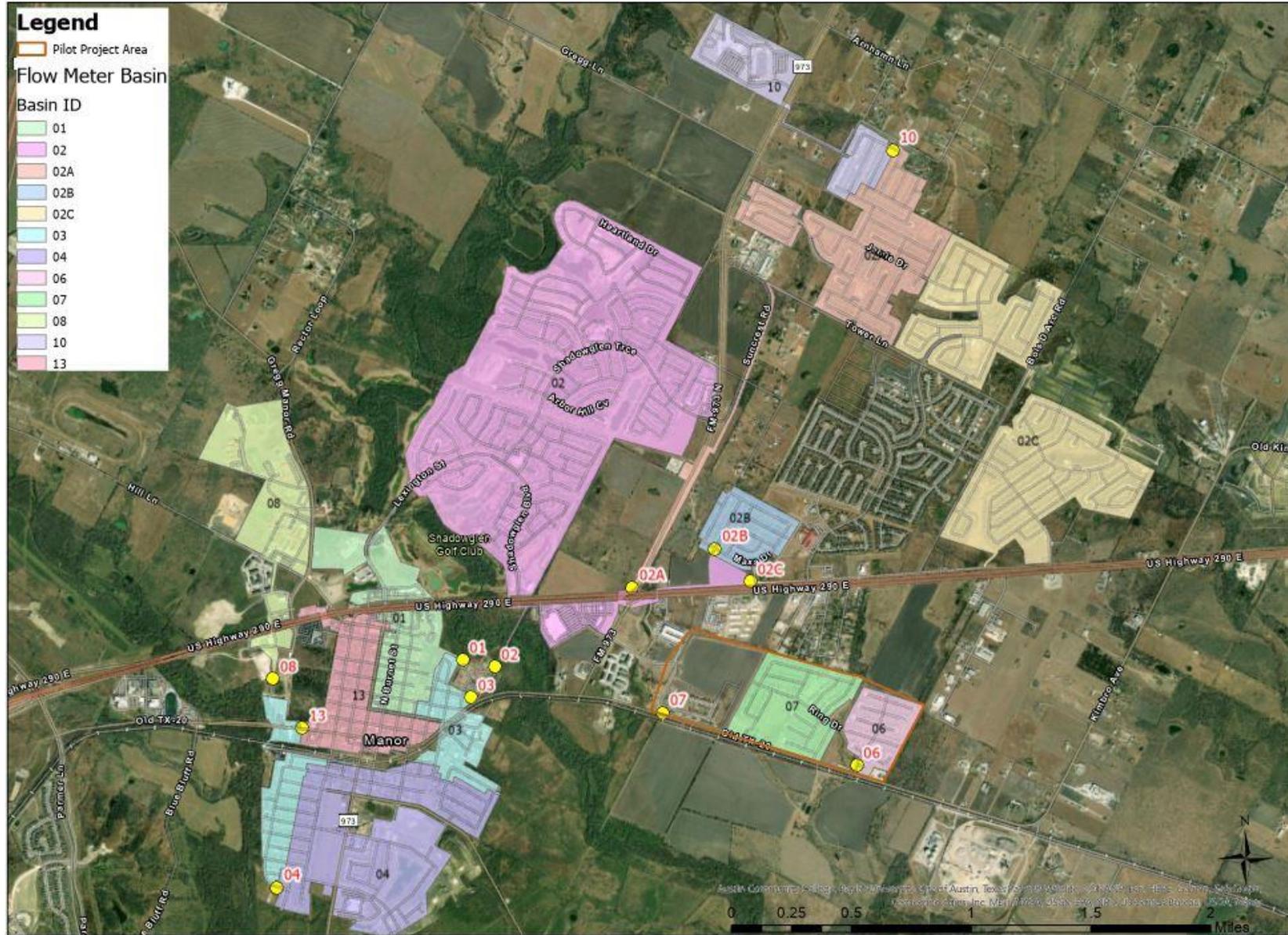


Figure 1-2 – SSES Pilot Area





## 2 Flow and Rainfall Monitoring and Analysis

---

The 2021 flow monitoring period experienced very low rainfall levels. In order to perform more precise I&I analysis, it was decided to repeat the flow monitoring in 2022. The results from this repeat flow monitoring are summarized in the following sections.

### 2.1 Flow and Rainfall Monitoring

#### 2.1.1 Metering Plan

The metering plan for the City of Manor, TX 2022 flow monitoring included 12 flow meter sites and 3 rain gauges. All of the flow meter locations are in the Wilbarger Creek Watershed.

Site investigations at monitoring sites were conducted prior to and during installation. All meter sites are listed in Table 2-1 and the rain gauges are listed in Table 2-2. The monitoring basins are shown on Figure 2-1. Figures 2-2 and 2-3 show more focused pictures of the meter sites and rain gauges.

#### 2.1.2 Installation and Servicing of Meters

Installation of the 12 flow meters began on 8/21/2022 and was completed by 8/22/2022. A change from the 2021 flow monitoring, the basin which contributed to meter site 2 was broken up into three (3) smaller basins – 2A, 2B, and 2C in an effort to identify a more precise location for the significant I&I previously measured at Site 2 during the 2021 investigations.

The monitoring equipment was inspected and checked biweekly to download data and collect manual measurements for velocity and depth adjustments. The flow meters were synchronized to collect data on a 5-minute interval and on a concurrent basis. Flow monitoring was contracted to last for a 90-day period through the end of November, however meter removal did not take place until 12/16/2022. It was desired to capture rainfall that was anticipated at the beginning of December, so the meters were left in place until the 16<sup>th</sup>.

Rainfall monitoring was conducted at three locations that were selected to accurately represent the rainfall received in each meter basin. Rain gauge locations are listed in Table 1-2.

#### 2.1.3 System Characteristics

Flow monitoring sites were selected to isolate areas in the system and establish basin flow characteristics. A basin inventory for each meter site including acreages, sewer footages tributary to the meter sites, and inch-diameter mile totals are listed in Table 2-3. A basin flow schematic diagram was created to represent the established basins. This schematic shows how meters and basins are inter-connected. The basin flow schematic is provided as Figure 2-4.

**Table 2-1 – Flow Monitoring Site Summary**

Meter ID	Manhole Number	Address	Metered Segment	Meter Basin	Pipe Diam (in)	Analysis Period Start	Analysis Period End	Equipment
1	N10-004	547 Llano St.	N10-005_N10-004	1	15	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
2	N11-003	546 Llano St.	N11-004_N11-003	2	24	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
2A	M12-034	12131 FM 973	M12-035_M12-034	2A	15	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
2B	M12-006	18001 Maxa Dr.	M12-006_M12-005	2B	10	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
2C	M12-013	13100 Greenbury Dr.	M12-014_M12-013	2C	15	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
3	O10-027	Gregg St.	O10-027_O11-004	3	15	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
4	P09-034	11806 Athens St.	P09-035_P09-034	4	12	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
6	O13-007	13300 Prairie Sage Cv.	O13-007_O13-006	6	8	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
7	O12-003	Old TX-20	O12-004_O12-003	7	15	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
8	N09-001	11616 US HWY 290	N09-002_N09-001	8	12	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
10	I13-003	12002 Pyrite Rd.	I13-003_I13-003	10	12	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor
13	O09-007	409 Parsons St.	O09-007_O09-007	13	12	8/22/2022	12/16/2022	ISCO 2150 - A/V Sensor

**Table 1-2 – Rain Gauge Summary**

Rain Gauge ID	General Location
RG 1	Wilbarger Creek Sludge Processing Plant
RG 2	Wildhorse Creek Lift Station Site
RG 3	Stonewater North Lift Station Site



Figure 2-2 – Flow and Rainfall Monitoring Locations (Continued)

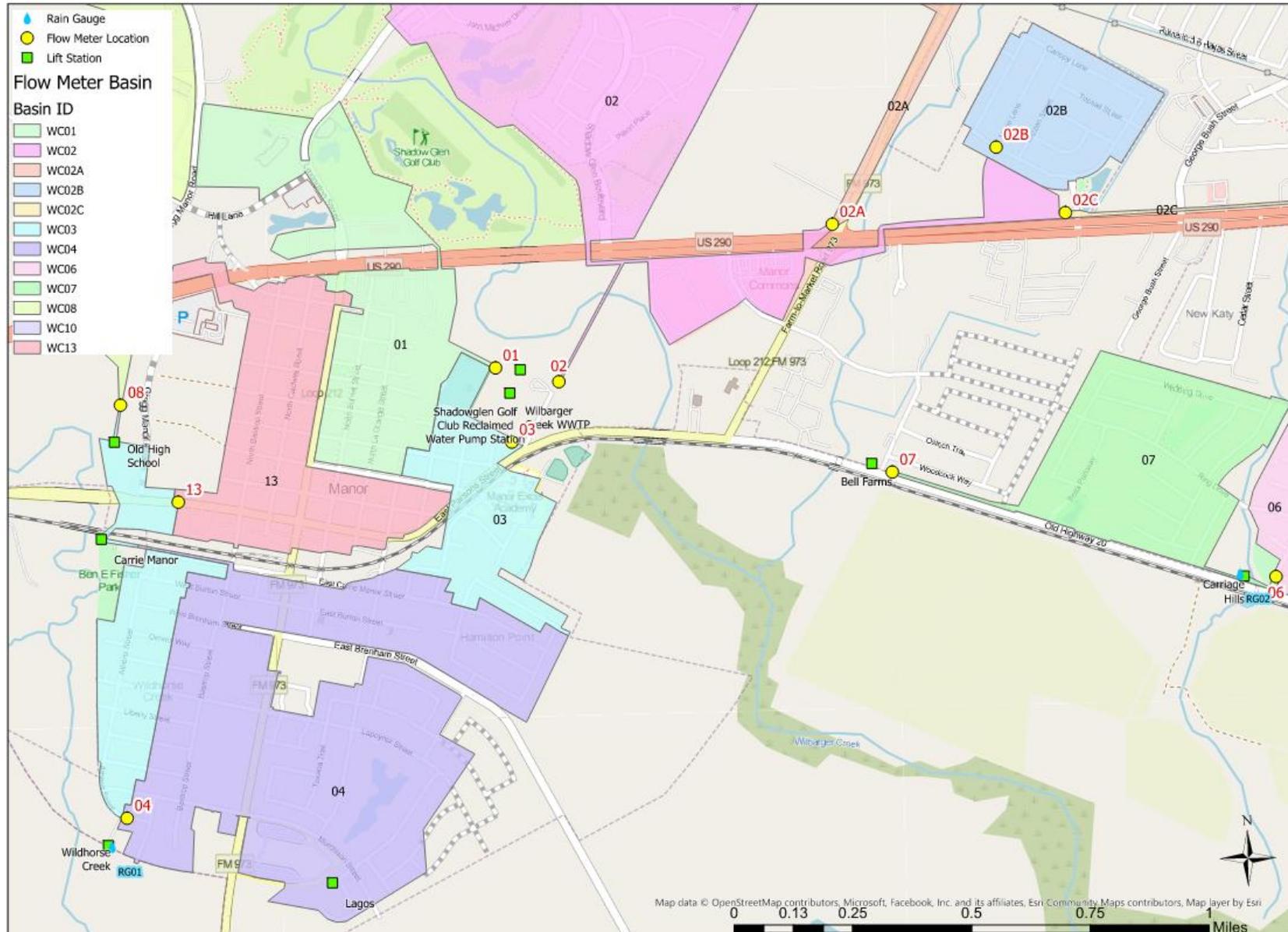
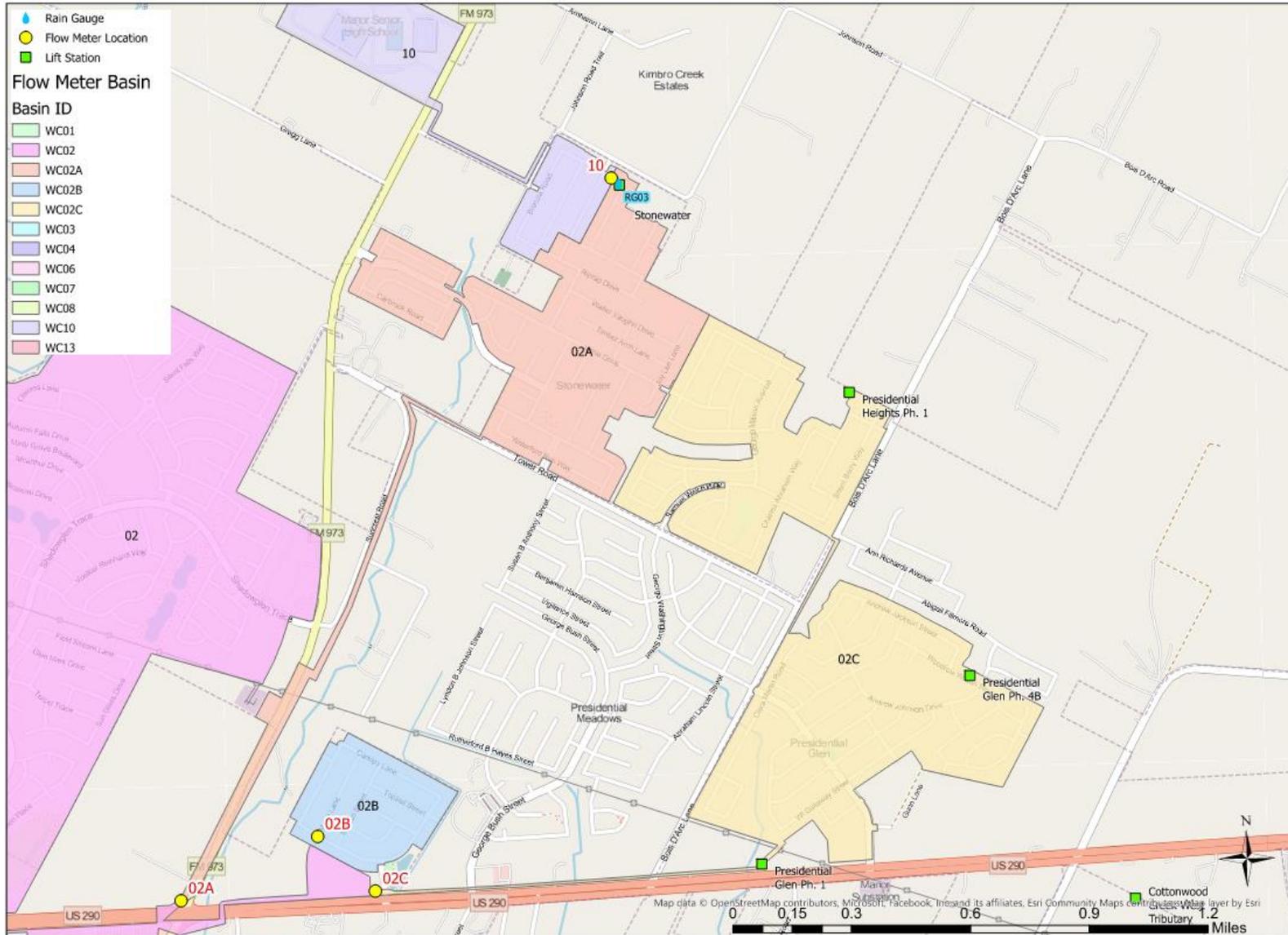


Figure 2-3 – Flow and Rainfall Monitoring Locations (Continued)



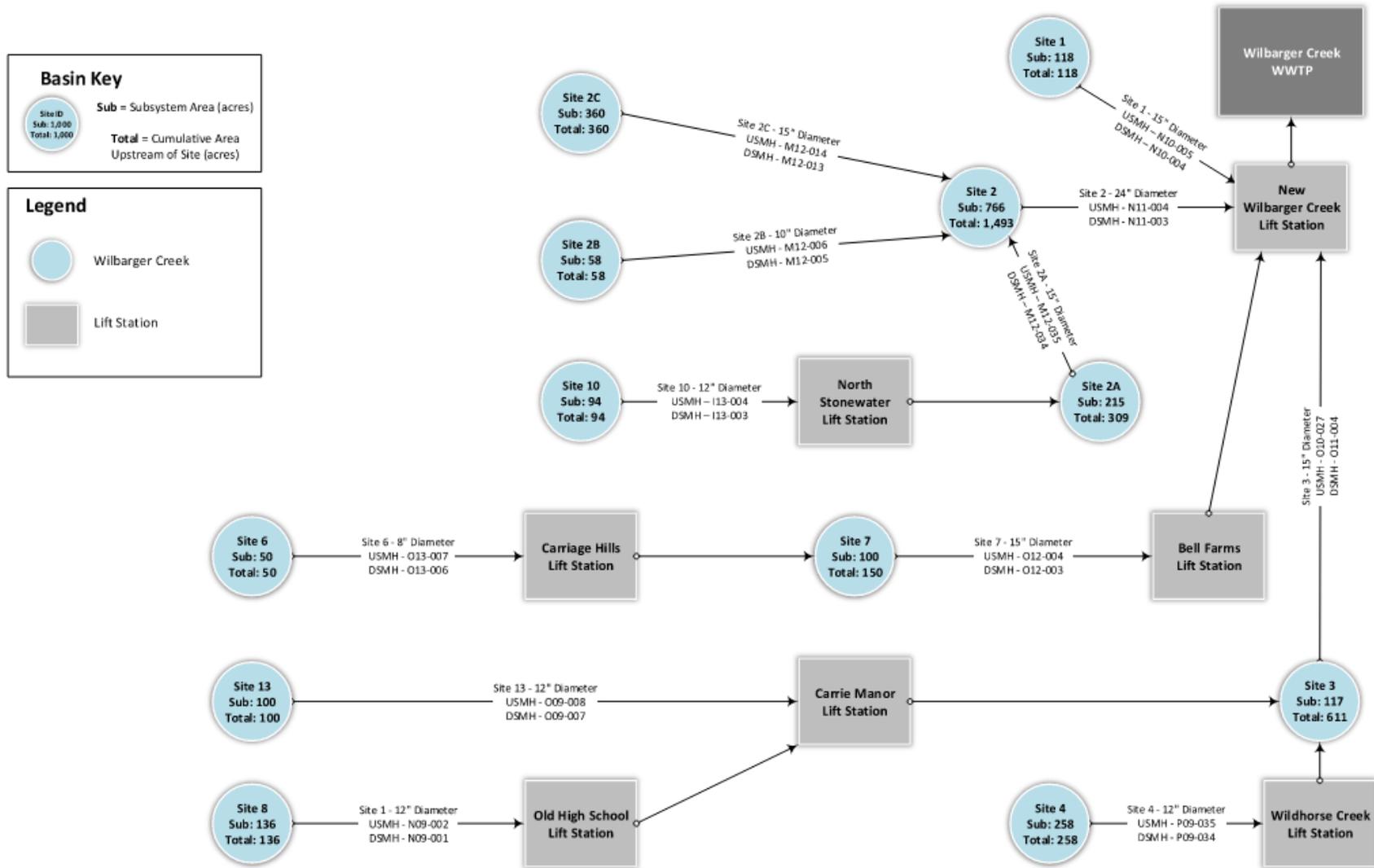
**Table 2-3 – City of Manor Subsystem Characteristics**

Site/ Subsystem	Subsystem Area (acres)	Cumulative Area (acres)	Subsystem Length (ft)	Cumulative Length (ft)	Subsystem IDM	Cumulative IDM
1-N10-004	118	118	16,668	16,668	27	27
2-N11-003	766	1,493	103,846	215,660	198	385
2A-M12-034	215	309	36,064	43,430	63	75
2B-M12-006	58	58	9,396	9,396	14	14
2C-M12-013	360	360	58,988	58,988	97	97
3-O10-027	117	611	22,230	87,886	36	131
4-P09-034	258	258	37,396	37,396	55	55
6-O13-007	50	50	8,913	8,913	14	14
7-O12-003	100	150	17,328	26,241	31	44
8-N09-001	136	136	10,672	10,672	18	18
10-I13-003	94	94	7,366	7,366	13	13
13-O09-007	100	100	17,588	17,588	23	23

Notes:

(1) IDM = inch-diameter miles, a benchmark used to quantify total amount of sanitary sewer pipe in each subsystem. It is found by taking the product of the diameter in inches and multiplying it by the length in miles.

Figure 2-4 – City of Manor Subsystem Flow Diagram



## 2.2 Evaluation of Collected Data

### 2.2.1 Manual Field Measurements

Manual measurements for level and velocity were taken at the metering sites to compare to meter readings. The manual measurements were used to calibrate the flow monitoring data. Adjustments to level could be made in the field but adjustments to velocity were generally made in the office. Adjustments were made in the field only when excessive discrepancies were identified. The relative accuracy of the collected flow data can be evaluated by comparison of real-time flow meter readings and manually obtained flow-profiling data. These measurements have a generally accepted percentage error of 10%. This error is compounded under the following conditions: high velocity (3 feet per second (fps) and higher), low velocity (1 fps and lower), low flow level (less than 1 inch), or silting conditions in the pipe. Manual field measurements compared to meter readings are summarized for each flow monitoring site in Appendix A.

### 2.2.2 Mass Balance Checks

Mass balance checks were performed during flow monitoring as a quality assurance measure. These checks involved summing daily flows at each meter site throughout the monitoring period and comparing upstream to downstream base flows for connected meter sites. Daily volumes from flow meter data were calculated and summarized. The mass balance was conducted to provide assurance that recorded flows were acceptably accurate. A summary of the mass balance performed is provided in Table 2-4.

There were only a handful of days with negative mass balance results and most were attributed to meter malfunctions. Since subsystem calculations are performed by subtracting contributing flow meters from the cumulative meter in question, if the cumulative meter gets fouled and misses readings, the mass balance results in a negative value. There were no imbalances that raised concern for system routing or exfiltration during this project.

Table 2-4 – Mass Balance – All Meters

Date	Site 1 - Cumulative	Site 2 - Cumulative	Site 2 - Subsystem	Site 2A - Cumulative	Site 2A - Subsystem	Site 2B- Cumulative	Site 2C- Cumulative	Site 3 - Cumulative	Site 3 - Subsystem	Site 4 - Cumulative	Site 6 - Cumulative	Site 7 - Cumulative	Site 7 - Subsystem	Site 8 - Cumulative	Site 10 - Cumulative	Site 13 - Cumulative	RG 1	RG 2	RG 3	Average Rain
	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Daily Total (in)	Daily Total (in)	Daily Total (in)	Daily Total (in)
26-Aug-22	0.03	0.70	0.47	0.20	0.16	0.08		0.27	-0.11	0.12	0.05	0.22	0.17	0.08	0.03	0.02	0.00	0.00	0.00	0.00
27-Aug-22	0.03	0.77	0.49	0.21	0.18	0.07		0.60	0.39	0.12	0.06	0.24	0.17	0.06	0.03	0.03	0.00	0.00	0.00	0.00
28-Aug-22	0.03	0.79	0.46	0.25	0.22	0.08		0.79	0.55	0.14	0.07	0.25	0.19	0.07	0.03	0.03	0.00	0.00	0.00	0.00
29-Aug-22	0.02	0.70	0.36	0.25	0.21	0.09		0.76	0.53	0.13	0.05	0.23	0.17	0.07	0.04	0.03	0.00	0.00	0.00	0.00
30-Aug-22	0.02	0.67	0.38	0.22	0.18	0.07		0.63	0.40	0.13	0.06	0.25	0.19	0.07	0.03	0.03	0.00	0.03	0.03	0.01
31-Aug-22	0.03	0.74	0.44	0.25	0.22	0.05		0.56	0.33	0.13	0.06	0.27	0.21	0.07	0.03	0.03	0.00	0.14	0.02	0.03
1-Sep-22	0.03	0.80	0.48	0.27	0.24	0.05		0.56	0.32	0.14	0.06	0.27	0.20	0.08	0.03	0.03	0.00	0.00	0.02	0.01
2-Sep-22	0.03	0.78	0.48	0.24	0.22	0.05		0.52	0.28	0.14	0.07	0.26	0.19	0.08	0.03	0.02	0.00	0.00	0.00	0.00
3-Sep-22	0.04	0.82	0.50	0.26	0.24	0.06		0.54	0.29	0.14	0.07	0.26	0.19	0.08	0.02	0.03	0.00	0.02	0.02	0.01
4-Sep-22	0.04	0.84	0.49	0.29	0.26	0.06		0.51	0.28	0.13	0.06	0.24	0.18	0.07	0.02	0.02	0.00	0.02	0.02	0.01
5-Sep-22	0.03	0.95	0.58	0.30	0.28	0.07		0.53	0.28	0.14	0.07	0.24	0.18	0.07	0.03	0.03	0.00	0.01	0.00	0.00
6-Sep-22	0.03	0.85	0.51	0.28	0.24	0.06		0.56	0.30	0.14	0.06	0.23	0.17	0.09	0.04	0.03	0.00	0.00	0.00	0.00
7-Sep-22	0.03	0.87	0.53	0.27	0.21	0.08		0.58	0.32	0.15	0.06	0.26	0.20	0.09	0.06	0.03	0.00	0.08	0.12	0.05
8-Sep-22	0.04	0.92	0.46	0.37	0.32	0.09		0.57	0.31	0.14	0.07	0.44	0.37	0.10	0.05	0.02	0.00	0.00	0.00	0.00
9-Sep-22	0.03	0.81	0.42	0.24	0.19	0.07	0.15	0.50	0.25	0.14	0.09	0.30	0.22	0.09	0.05	0.02	0.00	0.00	0.00	0.00
10-Sep-22	0.01	0.88	0.46	0.19	0.15	0.08	0.14	0.48	0.25	0.14	0.08	0.28	0.19	0.07	0.04	0.02	0.00	0.00	0.00	0.00
11-Sep-22	0.04	0.97	0.52	0.19	0.15	0.10	0.17	0.48	0.24	0.15	0.07	0.27	0.20	0.07	0.04	0.02	0.00	0.00	0.00	0.00
12-Sep-22	0.03	0.91	0.51	0.16	0.11	0.11	0.14	0.49	0.25	0.14	0.05	0.24	0.19	0.08	0.04	0.02	0.00	0.00	0.00	0.00
13-Sep-22	0.04	0.87	0.46	0.17	0.12	0.10	0.14	0.41	0.19	0.13	0.06	0.22	0.16	0.08	0.05	0.02	0.00	0.00	0.00	0.00
14-Sep-22	0.03	0.76	0.30	0.22	0.16	0.10	0.14	0.42	0.18	0.13	0.05	0.22	0.17	0.09	0.06	0.02	0.00	0.00	0.00	0.00
15-Sep-22	0.03	0.80	0.32	0.22	0.18	0.10	0.15	0.39	0.16	0.13	0.05	0.21	0.16	0.08	0.05	0.02	0.00	0.00	0.00	0.00
16-Sep-22	0.04	0.81	0.32	0.22	0.17	0.10	0.16	0.44	0.20	0.14	0.05	0.21	0.16	0.08	0.05	0.02	0.00	0.00	0.00	0.00
17-Sep-22	0.04	0.91	0.38	0.24	0.19	0.10	0.18	0.44	0.16	0.15	0.07	0.24	0.17	0.09	0.05	0.03	0.00	0.00	0.00	0.00
18-Sep-22	0.04	0.96	0.38	0.26	0.21	0.10	0.21	0.40	0.16	0.16	0.08	0.25	0.17	0.07	0.05	0.02	0.00	0.00	0.00	0.00
19-Sep-22	0.04	0.87	0.36	0.24	0.19	0.08	0.18	0.41	0.15	0.15	0.06	0.23	0.17	0.09	0.06	0.02	0.00	0.00	0.00	0.00
20-Sep-22	0.04	0.86	0.36	0.23	0.16	0.08	0.18	0.40	0.14	0.16	0.06	0.22	0.16	0.08	0.07	0.02	0.00	0.00	0.00	0.00
21-Sep-22	0.04	0.84	0.36	0.22	0.17	0.08	0.18	0.40	0.14	0.16	0.07	0.23	0.17	0.08	0.05	0.02	0.00	0.00	0.00	0.00
22-Sep-22	0.05	0.84	0.37	0.21	0.16	0.09	0.18	0.41	0.16	0.15	0.06	0.23	0.17	0.08	0.05	0.02	0.00	0.00	0.00	0.00
23-Sep-22	0.04	0.83	0.35	0.22	0.17	0.08	0.18	0.37	0.11	0.16	0.06	0.22	0.16	0.08	0.05	0.02	0.00	0.00	0.00	0.00
24-Sep-22	0.04	0.85	0.40	0.15	0.09	0.09	0.21	0.37	0.11	0.17	0.06	0.24	0.18	0.07	0.06	0.02	0.00	0.00	0.00	0.00
25-Sep-22	0.04	0.93	0.22	0.39	0.32	0.10	0.23	0.39	0.12	0.17	0.01	0.26	0.24	0.07	0.06	0.02	0.00	0.00	0.00	0.00
26-Sep-22	0.03	0.90	0.30	0.32	0.26	0.09	0.19	0.39	0.13	0.16	0.01	0.24	0.23	0.08	0.06	0.02	0.00	0.00	0.00	0.00
27-Sep-22	0.03	0.76	0.31	0.22	0.16	0.09	0.14	0.39	0.14	0.15	0.01	0.23	0.22	0.07	0.05	0.02	0.00	0.00	0.00	0.00
28-Sep-22	0.04	0.70	0.27	0.21	0.15	0.07	0.15	0.39	0.15	0.16	0.04	0.23	0.19	0.07	0.06	0.02	0.00	0.00	0.00	0.00
29-Sep-22	0.04	0.80	0.37	0.18	0.12	0.06	0.19	0.37	0.13	0.15	0.06	0.23	0.17	0.07	0.06	0.02	0.00	0.00	0.00	0.00
30-Sep-22	0.05	0.86	0.48	0.13	0.06	0.06	0.19	0.39	0.13	0.16	0.06	0.23	0.16	0.07	0.07	0.02	0.00	0.00	0.00	0.00
1-Oct-22	0.04	0.92	0.44	0.21	0.15	0.06	0.21	0.37	0.10	0.18	0.06	0.24	0.18	0.05	0.06	0.03	0.00	0.00	0.00	0.00
2-Oct-22	0.05	0.91	0.37	0.24	0.16	0.07	0.23	0.40	0.12	0.20	0.07	0.26	0.20	0.06	0.08	0.03	0.00	0.00	0.00	0.00
3-Oct-22	0.06	0.92	0.47	0.18	0.12	0.07	0.21	0.42	0.14	0.19	0.05	0.24	0.19	0.06	0.06	0.03	0.00	0.00	0.00	0.00
4-Oct-22	0.08	0.74	0.28	0.20	0.14	0.06	0.20	0.38	0.13	0.16	0.06	0.24	0.18	0.07	0.06	0.03	0.00	0.00	0.00	0.00
5-Oct-22	0.09	0.76	0.28	0.22	0.15	0.06	0.20	0.38	0.12	0.16	0.05	0.24	0.19	0.06	0.07	0.03	0.00	0.00	0.00	0.00
6-Oct-22	0.08	0.75	0.27	0.22	0.16	0.06	0.20	0.30	0.06	0.15	0.06	0.24	0.18	0.06	0.06	0.03	0.00	0.00	0.00	0.00
7-Oct-22	0.08	0.80	0.32	0.22	0.16	0.06	0.21	0.43	0.18	0.16	0.06	0.22	0.16	0.06	0.06	0.03	0.00	0.00	0.00	0.00
8-Oct-22	0.08	0.87	0.36	0.23	0.17	0.06	0.22	0.40	0.14	0.18	0.05	0.23	0.18	0.06	0.07	0.03	0.00	0.00	0.00	0.00
9-Oct-22	0.07	0.87	0.31	0.25	0.18	0.06	0.25	0.36	0.09	0.17	0.06	0.23	0.17	0.06	0.08	0.03	0.00	0.00	0.00	0.00
10-Oct-22	0.05	0.84	0.28	0.25	0.17	0.06	0.25	0.41	0.13	0.19	0.06	0.25	0.19	0.06	0.07	0.03	0.00	0.00	0.00	0.00
11-Oct-22	0.05	0.83	0.33	0.22	0.15	0.06	0.22	0.33	0.04	0.18	0.05	0.24	0.19	0.08	0.08	0.03	0.00	0.00	0.00	0.00
12-Oct-22	0.05	0.77	0.32	0.18	0.13	0.06	0.21	0.33	0.05	0.18	0.05	0.24	0.19	0.08	0.05	0.03	0.00	0.00	0.00	0.00
13-Oct-22	0.05	0.78	0.34	0.19	0.13	0.06	0.20	0.38	0.10	0.18	0.05	0.23	0.18	0.07	0.05	0.03	0.00	0.00	0.00	0.00
14-Oct-22	0.05	0.75	0.31	0.19	0.12	0.06	0.20	0.35	0.08	0.17	0.05	0.23	0.18	0.08	0.07	0.03	0.00	0.00	0.00	0.00
15-Oct-22	0.05	0.83	0.31	0.23	0.16	0.06	0.22	0.28	0.00	0.18	0.06	0.26	0.20	0.07	0.07	0.03	0.00	0.00	0.00	0.00
16-Oct-22	0.04	0.89	0.31	0.25	0.19	0.07	0.26	0.34	0.06	0.19	0.08	0.26	0.18	0.07	0.06	0.03	0.00	0.03	0.07	0.03
17-Oct-22	0.05	1.00	0.33	0.29	0.19	0.08	0.30	0.51	0.11	0.21	0.10	0.49	0.40	0.11	0.10	0.08	0.07	0.05	0.07	0.05
18-Oct-22	0.04	0.94	0.38	0.26	0.20	0.06	0.24	0.34	0.07	0.16	0.09	0.36	0.27	0.08	0.06	0.03	0.00	0.00	0.00	0.00
19-Oct-22	0.05	0.83	0.27	0.28	0.22	0.06	0.22	0.34	0.08	0.17	0.08	0.28	0.20	0.06	0.06	0.03	0.00	0.00	0.00	0.00
20-Oct-22	0.04	0.81	0.28	0.25	0.19	0.06	0.23	0.35	0.10	0.17	0.08	0.27	0.19	0.06	0.06	0.03	0.00	0.00	0.00	0.00
21-Oct-22	0.06	0.79	0.29	0.23	0.19	0.06	0.21	0.33	0.05	0.17	0.08	0.26	0.18	0.08	0.04	0.03	0.00	0.00	0.00	0.00

Table 2-4 - Mass Balance – All Meters (Cont'd)

Date	Site 1 - Cumulative	Site 2 - Cumulative	Site 2 - Subsystem	Site 2A - Cumulative	Site 2A - Subsystem	Site 2B - Cumulative	Site 2C - Cumulative	Site 3 - Cumulative	Site 3 - Subsystem	Site 4 - Cumulative	Site 6 - Cumulative	Site 7 - Cumulative	Site 7 - Subsystem	Site 8 - Cumulative	Site 10 - Cumulative	Site 13 - Cumulative	RG 1	RG 2	RG 3	Average Rain
	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Flow Volume (MG)	Daily Total (in)	Daily Total (in)	Daily Total (in)	Daily Total (in)
22-Oct-22	0.06	0.87	0.34	0.25	0.18	0.06	0.22	0.33	0.07	0.17	0.08	0.27	0.19	0.06	0.06	0.03	0.00	0.00	0.00	0.00
23-Oct-22	0.07	0.94	0.39	0.24	0.17	0.07	0.24	0.36	0.09	0.17	0.10	0.30	0.20	0.07	0.07	0.03	0.00	0.00	0.00	0.00
24-Oct-22	0.07	0.89	0.36	0.24	0.18	0.06	0.23	0.47	0.18	0.17	0.08	0.28	0.20	0.08	0.07	0.04	0.00	0.06	0.09	0.05
25-Oct-22	0.05	0.90	0.36	0.27	0.19	0.06	0.22	0.43	0.14	0.17	0.08	0.31	0.24	0.08	0.08	0.04	0.82	0.00	0.00	0.27
26-Oct-22	0.06	0.88	0.32	0.28	0.22	0.06	0.22	0.38	0.12	0.16	0.08	0.29	0.20	0.08	0.06	0.03	0.00	0.00	0.00	0.00
27-Oct-22	0.06	0.86	0.33	0.26	0.20	0.06	0.21	0.34	0.09	0.16	0.08	0.26	0.19	0.06	0.06	0.03	0.00	0.00	0.00	0.00
28-Oct-22	0.07	0.95	0.34	0.29	0.23	0.06	0.25	0.44	0.14	0.16	0.09	0.38	0.30	0.08	0.06	0.06	0.04	0.04	0.03	0.03
29-Oct-22	0.07	0.98	0.36	0.30	0.26	0.06	0.26	0.37	0.11	0.16	0.11	0.40	0.29	0.06	0.05	0.03	0.01	0.00	0.00	0.00
30-Oct-22	0.06	0.98	0.36	0.28	0.19	0.07	0.27	0.37	0.12	0.16	0.11	0.34	0.23	0.06	0.09	0.03	0.00	0.00	0.00	0.00
31-Oct-22	0.06	0.85	0.30	0.25	0.16	0.06	0.23	0.35	0.10	0.15	0.09	0.29	0.20	0.07	0.09	0.03	0.00	0.00	0.00	0.00
1-Nov-22	0.06	0.84	0.31	0.24	0.16	0.06	0.23	0.29	0.05	0.15	0.08	0.23	0.15	0.06	0.07	0.02	0.03	0.01	0.02	0.01
2-Nov-22	0.06	0.92	0.45	0.21	0.14	0.05	0.21	0.31	0.08	0.15	0.07	0.23	0.16	0.06	0.07	0.02	0.01	0.00	0.00	0.00
3-Nov-22	0.06	0.92	0.44	0.22	0.15	0.06	0.20	0.33	0.08	0.15	0.07	0.28	0.21	0.08	0.07	0.02	0.00	0.00	0.00	0.00
4-Nov-22	0.07	0.90	0.40	0.23	0.15	0.06	0.21	0.39	0.11	0.17	0.08	0.29	0.21	0.07	0.08	0.03	0.00	0.08	0.05	0.04
5-Nov-22	0.06	0.90	0.30	0.29	0.22	0.07	0.25	0.41	0.13	0.18	0.11	0.43	0.33	0.07	0.07	0.04	0.68	0.00	0.00	0.23
6-Nov-22	0.06	0.56	-0.03	0.27	0.19	0.07	0.25	0.39	0.11	0.18	0.11	0.37	0.26	0.07	0.07	0.03	0.00	0.00	0.00	0.00
7-Nov-22	0.07	0.47	-0.18	0.30	0.21	0.07	0.27	0.51	0.17	0.19	0.12	0.47	0.35	0.09	0.10	0.06	0.05	0.07	0.06	0.04
8-Nov-22	0.07	0.65	0.05	0.28	0.20	0.07	0.25	0.44	0.14	0.18	0.13	0.48	0.34	0.08	0.08	0.04	0.00	0.06	0.07	0.03
9-Nov-22	0.08	1.41	0.78	0.28	0.20	0.08	0.27	0.46	0.14	0.19	0.13	0.53	0.40	0.08	0.08	0.05	0.11	0.00	0.00	0.04
10-Nov-22	0.08	1.10	0.57	0.24	0.18	0.06	0.23	0.41	0.12	0.18	0.13	0.41	0.27	0.08	0.06	0.03	0.00	0.00	0.00	0.00
11-Nov-22	0.06	1.06	0.48	0.24	0.17	0.07	0.26	0.54	0.21	0.19	0.12	0.42	0.30	0.08	0.07	0.06	0.03	0.03	0.03	0.02
12-Nov-22	0.08	1.10	0.50	0.24	0.18	0.08	0.28	0.52	0.22	0.18	0.16	0.53	0.37	0.08	0.07	0.04	0.03	0.00	0.00	0.01
13-Nov-22	0.06	0.93	0.35	0.23	0.16	0.07	0.28	0.47	0.19	0.18	0.14	0.39	0.25	0.07	0.07	0.03	0.00	0.00	0.00	0.00
14-Nov-22	0.05	0.47	-0.04	0.20	0.13	0.07	0.23	0.42	0.15	0.17	0.12	0.32	0.20	0.08	0.07	0.03	0.02	0.03	0.05	0.01
15-Nov-22	0.06	0.82	0.33	0.19	0.13	0.06	0.23	0.42	0.12	0.19	0.10	0.30	0.20	0.08	0.07	0.02	0.01	0.00	0.01	0.00
16-Nov-22	0.06	1.01	0.53	0.18	0.11	0.07	0.23	0.36	0.07	0.20	0.10	0.30	0.20	0.07	0.06	0.02	0.00	0.00	0.00	0.00
17-Nov-22	0.06	1.33	0.91	0.17	0.10	0.06	0.22	0.32	0.05	0.17	0.09	0.29	0.20	0.07	0.05	0.02	0.00	0.00	0.00	0.00
18-Nov-22	0.06	1.45	1.17		-0.05	0.06	0.22	0.35	0.11	0.15	0.09	0.29	0.20	0.06	0.05	0.02	0.01	0.01	0.00	0.00
19-Nov-22	0.06	1.59	1.27		-0.06	0.06	0.26	0.39	0.13	0.17	0.09	0.32	0.22	0.06	0.06	0.04	0.01	0.01	0.01	0.01
20-Nov-22	0.05	1.67	1.31		-0.06	0.07	0.28	0.38	0.11	0.17	0.10	0.37	0.27	0.07	0.06	0.03	0.01	0.00	0.01	0.00
21-Nov-22	0.06	1.65	1.32		-0.05	0.06	0.27	0.35	0.08	0.17	0.10	0.37	0.27	0.07	0.05	0.03	0.01	0.01	0.01	0.00
22-Nov-22	0.07	1.65	1.30		-0.06	0.07	0.28	0.38	0.10	0.17	0.11	0.43	0.32	0.06	0.06	0.04	0.00	0.00	0.00	0.00
23-Nov-22	0.06	1.65	1.31		-0.05	0.08	0.27	0.32	0.05	0.18	0.10	0.37	0.26	0.07	0.05	0.03	0.03	0.02	0.02	0.01
24-Nov-22	0.07	2.04	1.52	0.34	0.03	0.10	0.34	0.42	0.07	0.20	0.14	0.51	0.38	0.08	0.05	0.07	0.02	0.03	0.02	0.01
25-Nov-22	0.08	1.79	1.10	0.31	0.26	0.06	0.33	0.34	0.04	0.18	0.15	0.59	0.44	0.07	0.05	0.05	0.03	0.03	0.02	0.01
26-Nov-22	0.29	2.06	1.33	0.49	0.15	0.10	0.41	1.30	0.59	0.36	0.24	0.87	0.63	0.14	0.07	0.21	0.02	0.02	0.02	0.02
27-Nov-22	0.07	1.54	1.20		-0.06	0.05	0.29	0.35	0.06	0.18	0.16	0.58	0.43	0.06	0.06	0.04	0.00	0.00	0.00	0.00
28-Nov-22	0.06	1.33	1.00	0.41	0.00	0.06	0.22	0.42	0.14	0.18	0.12	0.42	0.30	0.07	0.05	0.03	0.00	0.00	0.00	0.00
29-Nov-22	0.05	1.14	0.89		-0.04	0.05	0.19	0.30	-0.74	0.95	0.11	0.35	0.25	0.06	0.04	0.03	0.00	0.00	0.00	0.00
30-Nov-22	0.05	1.20		0.14		0.05	0.16	0.30	0.02	0.19	0.09	0.34	0.25	0.06	0.05	0.02	0.00	0.00	0.00	0.00
1-Dec-22	0.05	1.31	0.97	0.12	0.06	0.05	0.17	0.38	0.15	0.14	0.08	0.33	0.25	0.06	0.06	0.02	0.00	0.00	0.00	0.00
2-Dec-22	0.05	1.48	1.13	0.12	0.06	0.05	0.17	0.36	0.12	0.15	0.07	0.31	0.24	0.06	0.06	0.03	0.01	0.01	0.01	0.00
3-Dec-22	0.08	1.71	1.29	0.17	0.11	0.06	0.19	0.34	0.10	0.16	0.07	0.35	0.29	0.05	0.06	0.03	0.00	0.00	0.00	0.00
4-Dec-22	0.07	1.81	1.34	0.19	-0.08	0.06	0.22	0.36	0.11	0.17	0.08	0.33	0.25	0.05	0.27	0.03	0.00	0.00	0.00	0.00
5-Dec-22	0.06	1.79	1.42	0.12	-0.02	0.06	0.18	0.36	0.12	0.16	0.08	0.32	0.24	0.05	0.14	0.03	0.00	0.00	0.00	0.00
6-Dec-22	0.07	1.84	1.49	0.13	-0.01	0.06	0.17	0.33	0.09	0.15	0.08	0.28	0.21	0.06	0.14	0.03	0.00	0.00	0.00	0.00
7-Dec-22	0.07	1.94	1.54	0.18	0.09	0.06	0.17	0.36	0.14	0.14	0.07	0.30	0.23	0.06	0.09	0.03	0.00	0.00	0.00	0.00
8-Dec-22	0.06	1.89	1.47	0.19	0.15	0.06	0.17	0.37	0.14	0.14	0.08	0.30	0.23	0.06	0.05	0.03	0.00	0.00	0.00	0.00
9-Dec-22	0.07	1.75	1.33	0.19	0.14	0.06	0.17	0.33	0.10	0.14	0.08	0.35	0.27	0.06	0.05	0.03	0.00	0.00	0.00	0.00
10-Dec-22	0.05	1.72	1.27	0.20	0.14	0.06	0.19	0.30	0.07	0.15	0.08	0.35	0.27	0.05	0.06	0.03	0.03	0.03	0.02	0.02
11-Dec-22	0.07	1.75	1.20	0.23	0.17	0.07	0.24	0.38	0.11	0.17	0.09	0.43	0.34	0.06	0.06	0.05	0.03	0.02	0.02	0.02
12-Dec-22	0.06	1.44	0.96	0.22	0.15	0.06	0.20	0.29	0.03	0.16	0.09	0.39	0.31	0.07	0.07	0.03	0.01	0.00	0.00	0.00
13-Dec-22	0.07	1.18	0.72	0.21	0.15	0.06	0.20	0.31	0.04	0.17	0.08	0.33	0.25	0.06	0.06	0.03	0.00	0.00	0.00	0.00
Dry Weather Average <sup>(1)</sup>	0.05	1.04	0.57	0.23	0.14	0.07	0.22	0.42	0.14	0.17	0.08	0.31	0.23	0.07	0.06	0.03				
Dry Weather Minimum <sup>(1)</sup>	0.01	0.47	-0.32	0.12	-0.08	0.05	0.14	0.27	-0.74	0.12	0.01	0.21	0.14	0.05	0.02	0.02				
Dry Weather Maximum <sup>(1)</sup>	0.29	2.06	1.54	0.49	0.32	0.11	0.41	1.30	0.59	0.95	0.24	0.87	0.63	0.14	0.27	0.21				
Wet Weather Average	0.06	1.13	0.64	0.26	0.15	0.07	0.25	0.45	0.16	0.17	0.10	0.37	0.27	0.07	0.06	0.04				
Average Negative Imbalance	0.00	0.00	-0.12	0.00	-0.05	0.00	0.00	0.00	-0.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

Notes:  
 (1) Dry weather days exclude days with over 1/4" of rain and the day after.  
 Indicates incomplete data  
 Indicates rain event occurred  
 Indicates an imbalance in the system

## 2.3 Surge Conditions

Surcharge is the depth of water in a sewer that exceeds the top of the pipe. Surcharge occurred in 8 of the 12 sites during the 2022 flow monitoring period.

Surcharge conditions are less desirable than gravity flow conditions to measure peak flows in sanitary sewer systems. However, many of the recorded surcharge events provided high quality hydrographs and data for I&I volume measurements. A high quality hydrograph is one where direct correlation can be made between rainfall and increased flow in the sewer line that is being monitored. Maximum surcharge depth levels and duration of the surcharge was documented.

For each surcharge event, a backup or pressure flow designation was assigned. The backup designation means that the surcharge elevation is impacted by downstream capacity limitations and is demonstrated by significant slowing of velocities as depths are increasing. Pressure flow is when velocities are increasing as levels are rising. This indicates that downstream conditions are not restricting flow. Table 2-5 shows a comparison of surcharging recorded during the 2021 Flow Monitoring to surcharging during the 2022 Flow Monitoring. Four (4) of the sites monitored in 2022 did not surcharge in 2021 and are indicated by the NA in Table 2-5. A more detailed summary of surcharge recordings for each site for the 2022 Flow Monitoring are provided in Table 2-6 and shown on Figure 2-5.

Most of the surcharging was due to backing up from downstream restrictions. Several sites are just upstream of lift stations. Backups at sites near lift stations were also visually noted during wet weather and dry weather. The maximum dry weather surcharge caused by lift station backup was 85.65 inches at Site 4 This was suspected to be caused by backup at the Wildhorse Creek Lift Station. Site 10 also experienced a large surcharge of 76.72 inches which is suspected to be caused by the Stonewater Lift Station. These lift stations should be reviewed to determine if residents are or could be impacted by possible backup and overflows. The pump stations should also be examined to see if pumps are functioning properly (debris buildup and/or blockages), and that operational set points are correct so that the pipes do not surcharge during normal pump cycles. Other sites that surcharged were Sites 1, 2, 2A, 2C, 3, and 8. Four (4) of these sites (Sites 1, 2, 3, and 10) also surcharged during the 2021 flow monitoring conducted by GBA.

**Table 2-5 – 2021 vs 2022 Surcharge Depths**

Site	2021 Max Surcharge Depth (in)	2022 Max Surcharge Depth (in)
1-N10-004	42.63	24.76
2-N11-003	21.12	95.67
2A-M12-034	NA*	1.55
2C-M12-013	NA*	3.66
3-O10-027	9.74	16.13
4-P09-034	NA	85.65
8-N09-001	NA	37.38
10-I13-003	12.14	76.72

\*Note: Sites not monitored in 2021.

Table 2-6 – 2022 Surge Summary

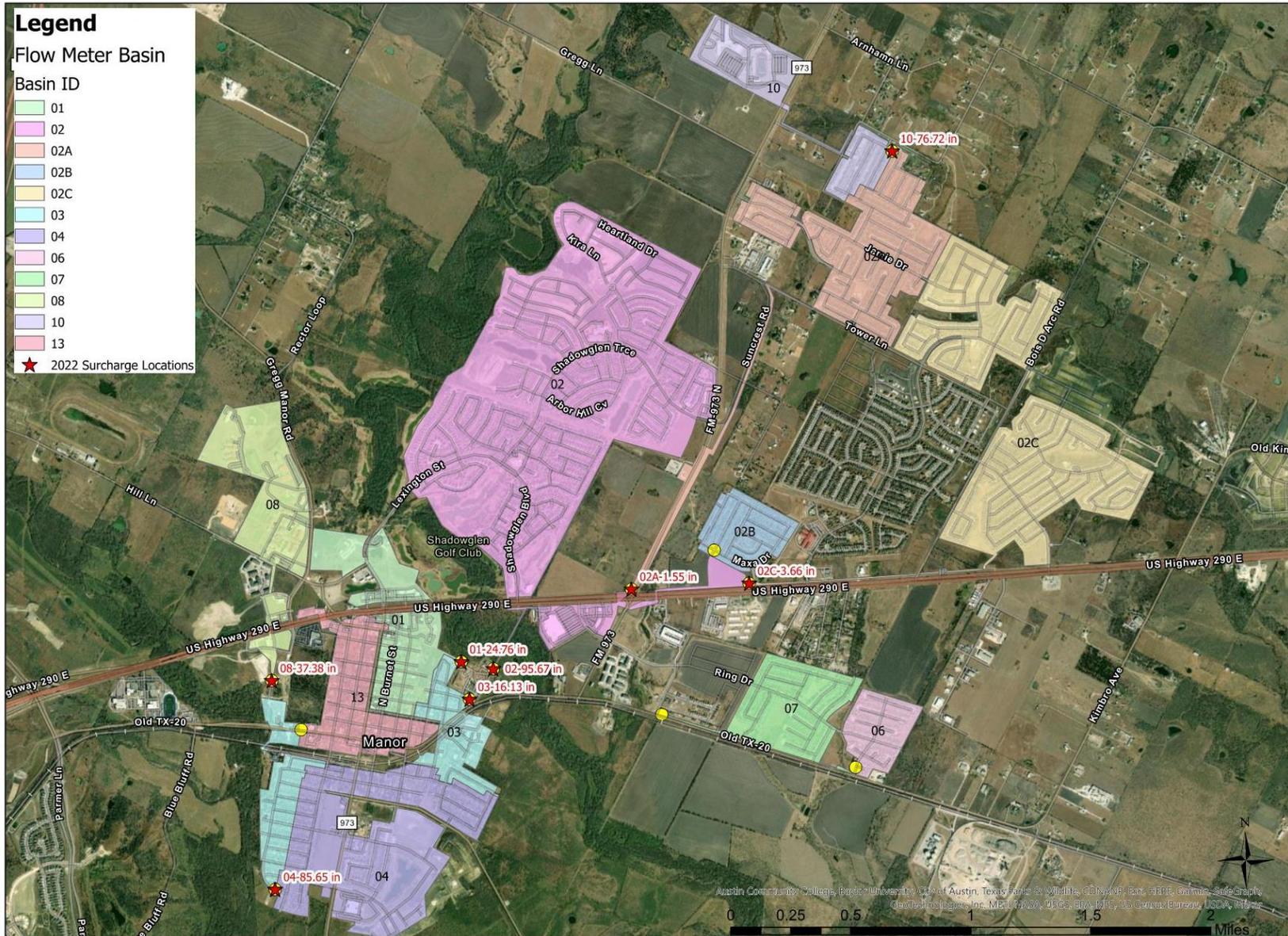
		Date of Storm	9/7/2022	9/17/2022	9/28/2022	11/7/2022	11/11/2023	11/25/2022	11/29/2023	12/4/2022
Site	Dia. (in.)	Total Storm Rainfall (in.)	0.81	Dry Weather	Dry Weather	0.91	0.72	1.61	Dry Weather	Dry Weather
		Storm Duration (hr)	3.42			2.00	11.17	15.17		
1-N10-004	15	Max Depth Value from Invert (in.)	-	-	-	-	-	39.76 (B)	-	-
		Level of Surcharge (in.)	-	-	-	-	-	24.76	-	-
		Surcharge Duration (hrs)	-	-	-	-	-	3.25	-	-
2-N11-003	24	Max Depth Value from Invert (in.)	-	-	-	24.37 (B)	-	119.67 (B)	-	-
		Level of Surcharge (in.)	-	-	-	0.37	-	95.67	-	-
		Surcharge Duration (hrs)	-	-	-	0.083	-	8.25	-	-
2A-M12-034	15	Max Depth Value from Invert (in.)	-	-	-	-	-	-	-	16.55 (P)
		Level of Surcharge (in.)	-	-	-	-	-	-	-	1.55
		Surcharge Duration (hrs)	-	-	-	-	-	-	-	-
2C-M12-013	15	Max Depth Value from Invert (in.)	-	-	18.66 (P)	-	-	-	-	-
		Level of Surcharge (in.)	-	-	3.66	-	-	-	-	-
		Surcharge Duration (hrs)	-	-	0.25	-	-	-	-	-
3-O10-027	15	Max Depth Value from Invert (in.)	-	-	-	15.61 (P)	-	31.13 (B)	15.62 (P)	-
		Level of Surcharge (in.)	-	-	-	0.61	-	16.13	0.62	-
		Surcharge Duration (hrs)	-	-	-	0.083	-	6.25	0.083	-
4-P09-034	12	Max Depth Value from Invert (in.)	-	-	-	-	-	-	97.65 (B)	-
		Level of Surcharge (in.)	-	-	-	-	-	-	85.65	-
		Surcharge Duration (hrs)	-	-	-	-	-	-	56.75	-
8-N09-001	12	Max Depth Value from Invert (in.)	-	49.38 (B)	-	-	19.52 (B)	-	-	-
		Level of Surcharge (in.)	-	37.38	-	-	7.52	-	-	-
		Surcharge Duration (hrs)	-	2.92	-	-	0.33	-	-	-
10-I13-003	12	Max Depth Value from Invert (in.)	17.48 (B)	-	-	-	-	-	-	88.72 (B)
		Level of Surcharge (in.)	5.48	-	-	-	-	-	-	76.72
		Surcharge Duration (hrs)	0.17	-	-	-	-	-	-	69.17

Notes:

(P) Denotes pressurized flow caused by lack of capacity (flow velocities generally increase as flow depths increase)

(B) Denotes flow backup caused by downstream restriction (flow velocities generally decrease as flow depths increase)

Figure 2-5 – 2022 Surcharging Summary



## 2.4 Flow and Rainfall Monitoring Data Analysis

This Fall 2022 flow monitoring collected data from 12 flow meter sites to isolate subsystems contributing sanitary sewer flow within the City of Manor, TX. The information gathered was used to:

- Analyze flow and rainfall monitoring data.
- Determine Average Daily Dry Weather Flow (ADDF).
- Determine high groundwater infiltration.
- Determine inflow.
- Conduct a volumetric analysis.

Detailed results for each flow monitoring site are provided in Appendix A.

### 2.4.1 Selection of Data for Analysis

The collected flow and rainfall data was reviewed for each monitoring site and representative days were selected for investigation of average dry weather flow (ADDF) periods, high groundwater infiltration flow periods, and peak storm inflow periods. Storms chosen for detailed flow analysis were selected based on high rainfall depths throughout the sub-systems. A number of factors were considered when selecting storm events for detailed analysis. These factors included:

- Total measured rainfall (typically greater than 0.20 in. but preferably at least 0.4 in.).
- Peak rainfall intensity (typically greater 0.30 in/hr).
- Consistent base flow before and after storm events (typically a period of three days before and after a storm).
- Flow monitoring data showed a measurable reaction (typically a peak flow measuring at least twice where the base flow would be).
- Interval between storm events (typically at least three days or enough time to allow flows to return to base flow levels).

### 2.4.2 Analysis of Rainfall Data

Historical rainfall data provided by the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service was used as a point of comparison. The total annual average rainfall for the City of Manor is 36.33 inches. NOAA Atlas 14 Point Precipitation Frequency Estimates were referenced as well. A summary of the probability that a storm event with a particular recurrence interval will not be equaled or exceeded during a specified period is presented with historical data on average monthly rainfall amounts, total annual rainfall, and normal expected rainfall. Table 2-7 shows the historical rainfall depth-duration-frequency relationships.

**Table 2-7 – Rainfall Depth-Duration-Frequency Relationship for City of Manor**

Return Period (years)	Total Rainfall (in) for Duration Indicated					
	30 min	1 hr	2 hr	6 hr	12 hr	24 hr
1	1.3	1.6	2.0	2.5	2.8	3.2
2	1.5	2.0	2.4	3.2	3.6	4.1
5	1.9	2.5	3.1	4.1	4.7	5.4
10	2.2	2.9	3.7	5.1	5.8	6.7
25	2.6	3.5	4.6	6.5	7.5	8.6
50	3.0	4.0	5.4	7.7	8.9	10.2
100	3.4	4.6	6.2	9.1	10.6	12.1

Rainfall data for this project was collected from 3 rain gauge sites that were installed by GBA field crews. These gauges are considered representative of the project area and its basin tributary areas. Rain gauges 1 and 2 were averaged together to create a representative rain gauge that could be used to analyze sites 1-8 and 13. Site 10 was analyzed using the data from rain gauge 3. Table 2-8 shows the delineation of the percentages for each rain gauge per meter site.

Tables 2-9 and 2-10 provide summaries of the recorded storm events during the monitoring period at the rain gauges. The average total depth of rainfall recorded at the rain gauge sites during the monitoring period was 11.62 inches which is just slightly higher than to the expected average in the area of 11.52 inches for the monitored period based on the U.S. Climate Data and NOAA historical rainfall data. Monthly rain gauge totals are compared with expected monthly averages on Figure 2-6.

Table 2-8 – Weighted Rain Gauge Delineation

Meter Basin ID \ RG ID	RG 1	RG 2	RG 3
1	50%	50%	
2	50%	50%	
2A	50%	50%	
2B	50%	50%	
2C	50%	50%	
3	50%	50%	
4	50%	50%	
6	50%	50%	
7	50%	50%	
8	50%	50%	
10			100%
13	50%	50%	

Table 2-9 – Rain Gauge 1 & 2 – Rainfall Summary

RG1 & RG2 - 13220 Old Hwy. 20/13220 Old Hwy. 20							
Date	Storm Time Start	Storm Duration (hr)	Time of Peak Rainfall	Total Storm Rainfall (in)	15 min Storm Intensity (in/hr) (1)	60 min Storm Intensity (in/hr) (1)	Return Interval (years)
8/30/22	8/30/22 10:25	7.58	8/30/22 10:40	0.32	0.48	0.26	<1
8/31/22	8/31/22 17:40	0.25	8/31/22 17:45	0.55	1.96	0.55	<1
9/3/22	9/3/22 15:40	1.58	9/3/22 15:50	0.24	0.48	0.20	<1
9/4/22	9/4/22 23:00	4.00	9/5/22 3:00	0.03	0.08	0.02	<1
9/7/22	9/7/22 19:00	3.42	9/7/22 19:10	0.81	2.20	0.74	<1
10/16/22	10/16/22 23:05	11.92	10/17/22 0:20	2.30	1.36	0.98	<1
10/24/22	10/24/22 21:40	2.33	10/25/22 0:00	0.68	1.64	0.41	<1
10/28/22	10/28/22 0:00	11.08	10/28/22 8:40	0.86	1.36	0.71	<1
10/29/22	10/29/22 0:00	0.00	10/29/22 11:55	0.01	0.02	0.01	<1
11/1/22	11/1/22 0:00	1.08	11/1/22 1:05	0.05	0.06	0.03	<1
11/2/22	11/2/22 12:00	0.00	11/2/22 23:55	0.01	0.02	0.01	<1
11/4/22	11/4/22 15:00	9.00	11/5/22 0:00	0.69	1.36	0.35	<1
11/7/22	11/7/22 8:50	2.00	11/7/22 9:35	0.91	1.60	0.82	<1
11/8/22	11/8/22 20:00	16.00	11/9/22 0:00	0.31	0.66	0.19	<1
11/11/22	11/11/22 12:50	11.17	11/11/22 16:30	0.72	0.74	0.33	<1
11/14/22	11/14/22 13:00	11.00	11/14/22 15:00	0.17	0.18	0.08	<1
11/18/22	11/18/22 20:10	0.25	11/18/22 20:25	0.01	0.02	0.01	<1
11/19/22	11/19/22 9:10	9.67	11/19/22 13:10	0.34	0.16	0.10	<1
11/20/22	11/20/22 22:50	23.00	11/21/22 16:50	0.26	0.08	0.05	<1
11/23/22	11/23/22 22:45	21.00	11/24/22 16:30	0.66	0.64	0.34	<1
11/25/22	11/25/22 16:00	15.17	11/25/22 23:55	1.61	1.42	0.64	<1
12/2/22	12/2/22 0:25	6.92	12/2/22 7:20	0.08	0.04	0.02	<1
12/10/22	12/10/22 7:55	17.00	12/10/22 23:35	0.48	0.60	0.35	<1
12/12/22	12/12/22 3:25	0.00	12/12/22 15:20	0.01	0.02	0.01	<1
12/14/22	12/14/22 6:10	1.42	12/14/22 7:35	0.02	0.04	0.01	<1

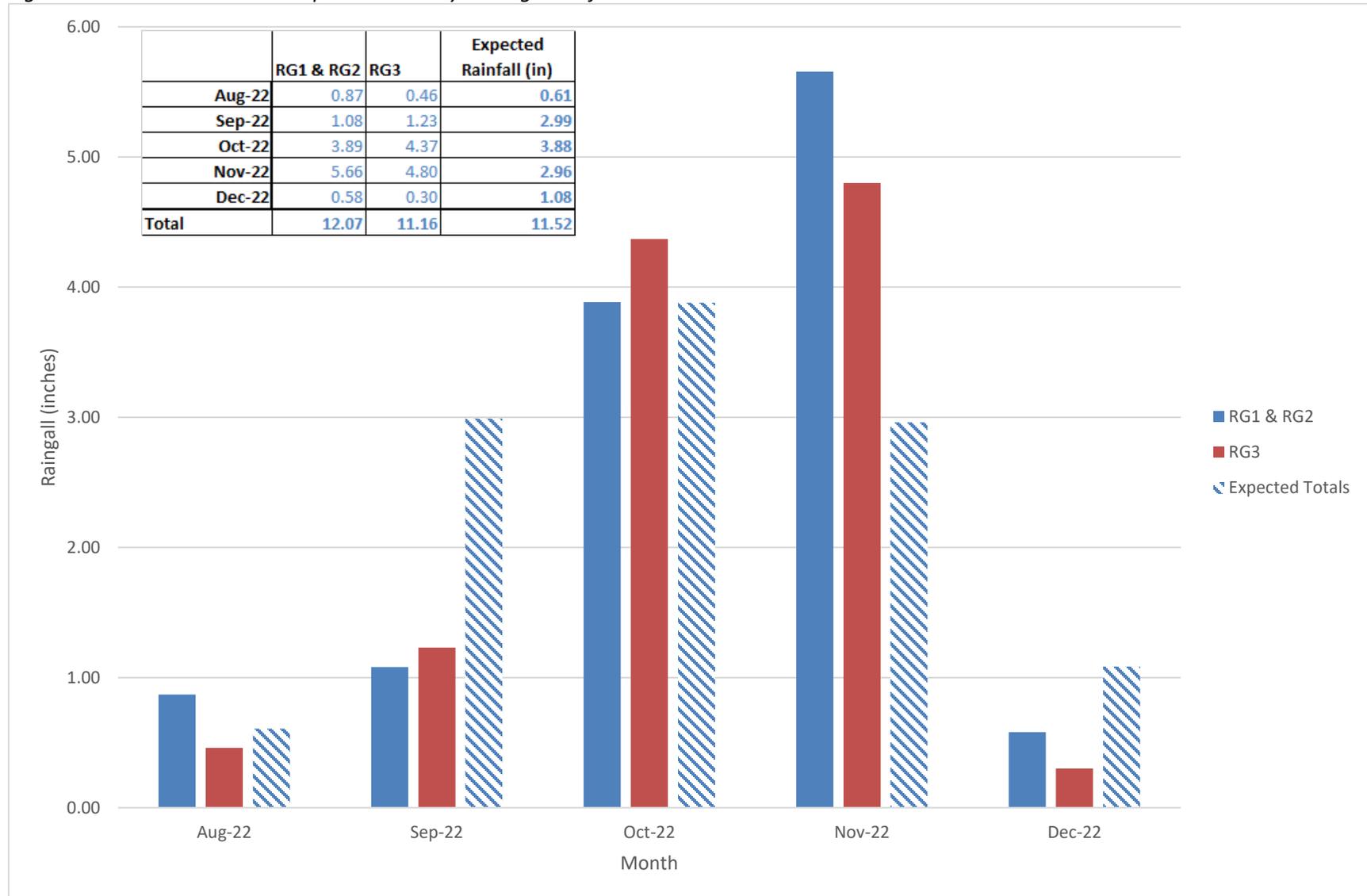
Note: Red highlighted cells indicate storms with a Total Storm Rainfall greater than 0.4 inches.

**Table 2-10 – Rain Gauge 3 – Rainfall Summary**

RG3 - 11957 Johnson Rd.							
Date	Storm Time Start	Storm Duration (hr)	Time of Peak Rainfall	Total Storm Rainfall (in)	15 min Storm Intensity (in/hr) (1)	60 min Storm Intensity (in/hr) (1)	Return Interval (years)
8/30/22	8/30/22 10:30	9.50	8/30/22 11:15	0.33	0.52	0.26	<1
8/31/22	8/31/22 16:00	2.25	8/31/22 17:50	0.13	0.28	0.12	<1
9/1/22	9/1/22 20:10	0.25	9/1/22 20:20	0.09	0.32	0.09	<1
9/3/22	9/3/22 15:35	1.33	9/3/22 15:45	0.22	0.48	0.20	<1
9/4/22	9/4/22 22:10	0.17	9/4/22 22:20	0.05	0.20	0.05	<1
9/7/22	9/7/22 18:55	3.42	9/7/22 19:05	0.87	3.12	0.84	<1
10/16/22	10/16/22 23:20	8.67	10/17/22 8:00	2.71	1.60	1.10	<1
10/24/22	10/24/22 21:05	1.83	10/24/22 21:55	0.86	2.52	0.82	<1
10/28/22	10/28/22 4:00	7.08	10/28/22 8:45	0.80	1.16	0.62	<1
11/1/22	11/1/22 4:00	0.00	11/1/22 15:55	0.02	0.08	0.02	<1
11/4/22	11/4/22 19:55	0.67	11/4/22 20:10	0.36	0.88	0.36	<1
11/7/22	11/7/22 9:25	1.00	11/7/22 9:55	0.76	2.08	0.75	<1
11/8/22	11/8/22 20:30	0.50	11/8/22 20:45	0.49	1.56	0.49	<1
11/11/22	11/11/22 13:30	6.50	11/11/22 16:30	0.59	0.80	0.31	<1
11/14/22	11/14/22 13:55	14.08	11/14/22 16:00	0.11	0.24	0.06	<1
11/19/22	11/19/22 9:10	9.67	11/19/22 13:15	0.29	0.16	0.09	<1
11/20/22	11/20/22 17:00	4.33	11/20/22 21:20	0.02	0.04	0.01	<1
11/21/22	11/21/22 10:00	9.67	11/21/22 19:40	0.17	0.12	0.06	<1
11/23/22	11/23/22 22:50	22.83	11/24/22 16:30	0.60	0.52	0.27	<1
11/25/22	11/25/22 17:05	12.75	11/26/22 0:00	1.39	1.48	0.66	<1
12/2/22	12/2/22 0:50	6.58	12/2/22 7:25	0.06	0.04	0.02	<1
12/10/22	12/10/22 23:25	1.17	12/11/22 0:15	0.22	0.24	0.20	<1
12/14/22	12/14/22 6:10	0.67	12/14/22 6:50	0.02	0.04	0.02	<1

Note: Red highlighted cells indicate storms with a Total Storm Rainfall greater than 0.4 inches.

Figure 2-6 – Measured Versus Expected Monthly Average Rainfall



Note: The months of August and December are pro-rated to represent partial months of measuring.

### 2.4.3 Average Daily Dry Weather Flow (ADDF)

Average Daily Dry Weather Flow (ADDF) is defined as the normal wastewater flow generated in the sanitary sewer system during dry weather conditions. This flow includes wastewater production and permanent infiltration naturally present during dry conditions with low groundwater levels. This flow does not include rainfall-induced infiltration and inflow. The ADDF rate can be measured directly during dry weather/low groundwater conditions. The instantaneous ADDF rate varies throughout each day with the highest rates normally observed near 8:00 a.m. and 10:00 p.m.

The ratio of peak instantaneous flow to ADDF is the ADDF peaking factor and is typically determined from representative flow data days. The best way to measure ADDF is in gallons per day per inch-diameter-mile (IDM) which creates an even comparison between basins, regardless of the length or diameters of sewers within them. A summary of ADDF for each subsystem is shown in Table 2-11.

Table 2-11 – ADDF Summary

Site/ Subsystem	Subsystem Area (acres)	Cumulative Area (acres)	Subsystem ADDF (mgd)	Cumulative ADDF (mgd)	Peaking Factor	Cumulative Peak ADDF	Subsystem ADDF Per Acre (gpd/acre)	Cumulative ADDF Per Acre (gpd/acre)	Subsystem ADDF Per IDM (gpd/IDM)	Cumulative ADDF Per IDM (gpd/IDM)
1	118	118	0.03	0.03	1.89	0.06	267	267	1,180	1,180
2	766	1,493	0.36	0.84	1.58	1.33	466	564	1,806	2,189
2A	215	309	0.15	0.20	1.73	0.35	702	657	2,407	2,699
2B	58	58	0.06	0.06	1.64	0.10	1,018	1,018	4,112	4,112
2C	360	360	0.22	0.22	1.74	0.39	620	620	2,289	2,289
3	117	611	0.13	0.35	1.67	0.59	1,149	572	3,760	2,662
4	258	258	0.14	0.14	1.41	0.19	531	531	2,502	2,502
6	50	50	0.06	0.06	1.82	0.11	1,158	1,158	4,287	4,287
7	100	150	0.17	0.22	1.44	0.32	1,670	1,499	5,431	5,082
8	136	136	0.06	0.06	1.43	0.08	411	411	3,096	3,096
10	94	94	0.05	0.05	1.58	0.08	554	554	4,159	4,159
13	100	100	0.02	0.02	1.71	0.04	223	223	979	979

Notes:

(1) Cumulative Peak ADDF is the product of the Cumulative ADDF and the ADDF Peaking Factor.

## 2.4.4 Infiltration

Infiltration is defined as flows entering the wastewater collection system through defects below ground such as defective pipes, pipe joints, and manholes. The rate of infiltration depends on the depth of groundwater above the defects, as well as the percentage of the collection system below the groundwater table. The variation in groundwater levels and subsequent infiltration is seasonal and weather dependent. Since the groundwater levels are normally a relative constant over periods of several days, the peak infiltration can be considered as the maximum infiltration, which occurs during the maximum groundwater period of the year. To determine high groundwater infiltration, flow data from the day following significant storm events were analyzed.

The hydrographs were examined to verify inflow had subsided. If inflow had not subsided, the flow from the next day was used to determine infiltration. The total flow measured during these infiltration periods included ADDF plus infiltration flow. Infiltration flow was determined by subtracting the ADDF from the total flow measured during the infiltration periods. Night flow readings were used for the analysis since the least temporal variation in base flow occurs during this period. Infiltration is calculated by subtracting the minimum three-hour flow during the ADDF week from the minimum three-hour flow during an infiltration day.

Some common inflow and infiltration source examples are shown on Figure 2-7. The difference between ADDF, inflow, and infiltration is further demonstrated graphically on Figure 2-8.

The infiltration parameters are shown for each subsystem for the flow monitoring period in Table 2-12 and Figure 2-9. Subsystems with excessive infiltration were based on an infiltration rate above 2,500 gpd/IDM. The 2,500 gpd/IDM threshold is based on GBA's historical flow monitoring observations and experience as well as guidelines set forth by the EPA. Two (2) subsystems – Basins 6 and 7 – indicated having excessive infiltration based on an infiltration rate above the 2,500 gpd/IDM for the monitoring period. Coincidentally, these basins also had excessive infiltration rates during the 2021 Fall flow monitoring, and due to this were selected as the "pilot" study areas for this 2022 project.

Figure 2-7 – Inflow and Infiltration Sources

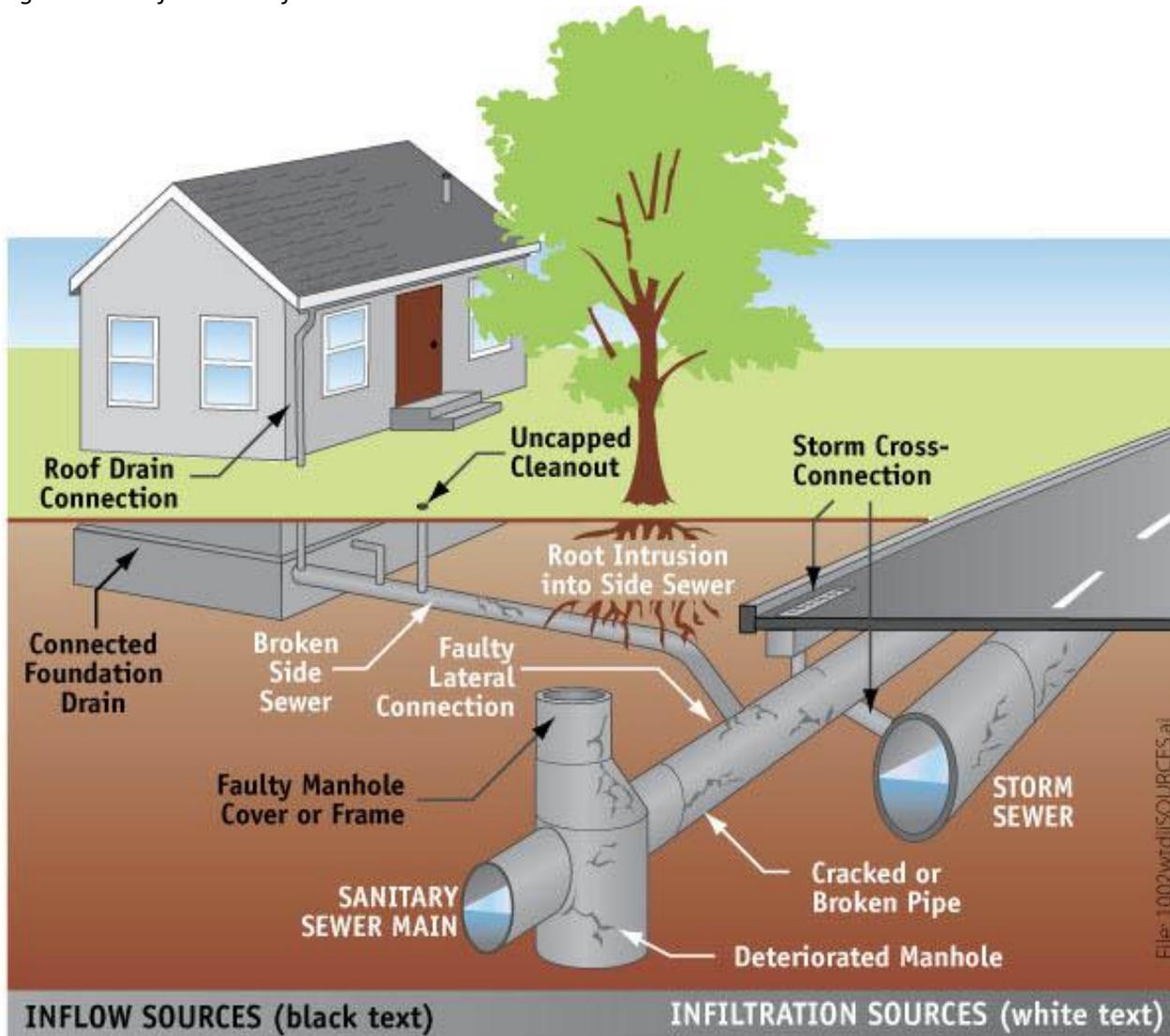


Figure 2-8 – Graphical Illustration of I&I Components

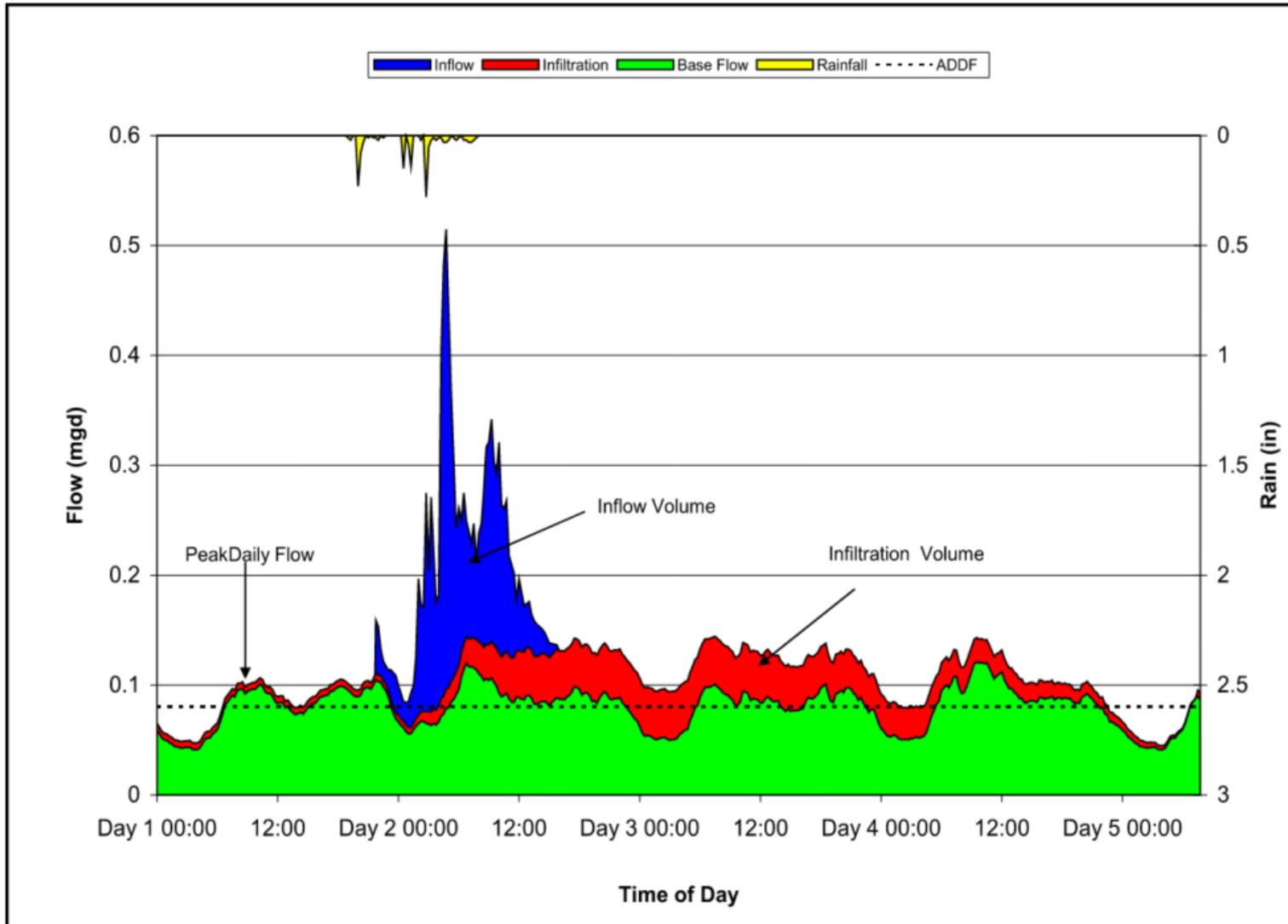


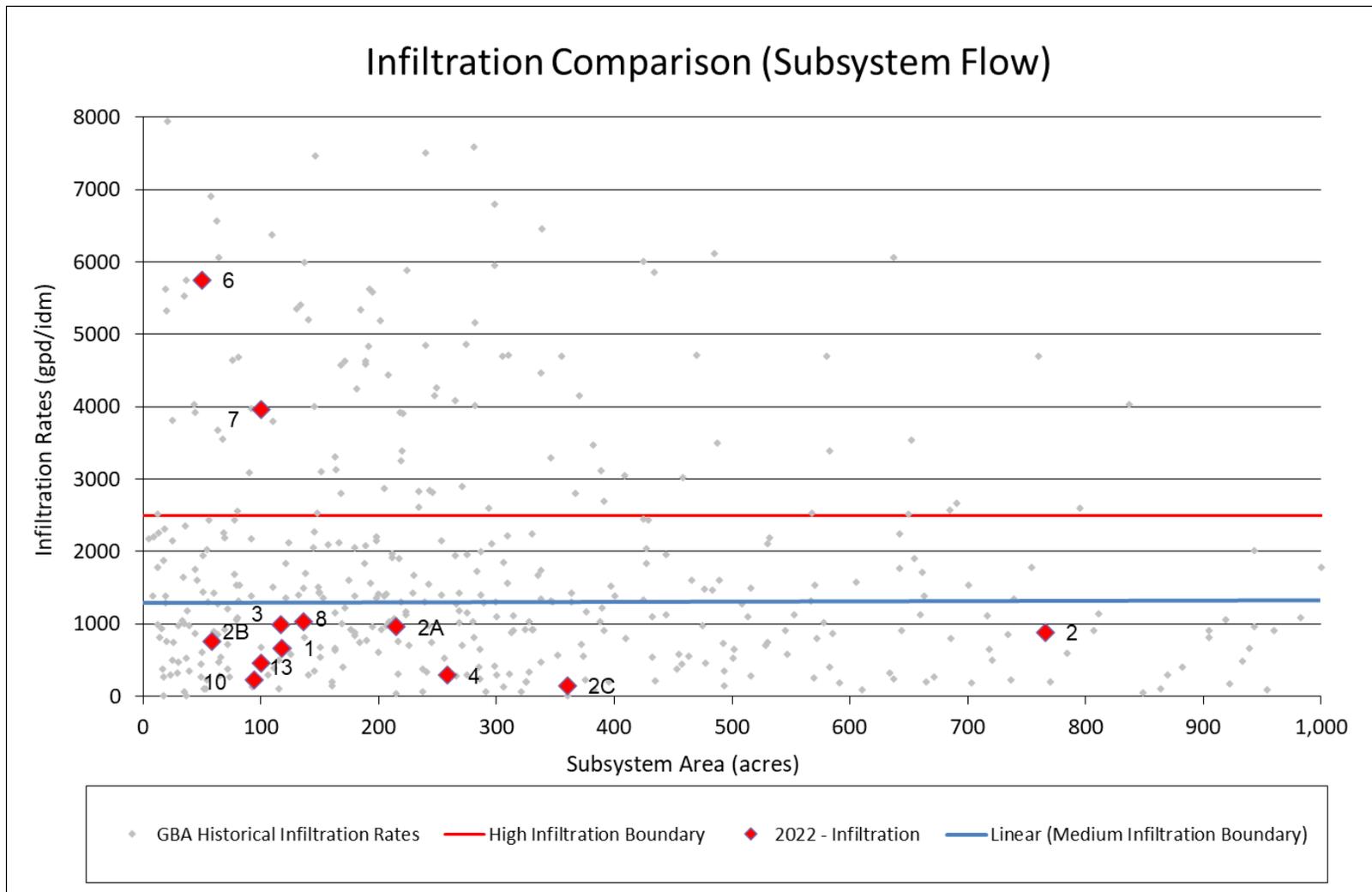
Table 2-12 – Infiltration Summary

Site/ Subsystem	Subsystem Area (acres)	Cumulative Area (acres)	Subsystem IDM	Cumulative IDM	Subsystem Infiltration (mgd)	Cumulative Infiltration (mgd)	Subsystem Infiltration Rate (gpd/IDM)	Cumulative Infiltration Rate (gpd/IDM)	Cumulative Infiltration Per Acre (gpd/acre)	Subsystem Infiltration Ranking
1	118	118	27	27	0.018	0.018	663	663	150	8
2	766	1493	198	385	0.174	0.262	881	681	175	6
2A	215	309	63	75	0.060	0.063	958	835	203	5
2B	58	58	14	14	0.011	0.011	754	754	187	7
2C	360	360	97	97	0.014	0.014	145	145	39	12
3	117	611	36	131	0.036	0.081	995	613	132	4
4	258	258	55	55	0.016	0.016	290	290	61	10
6	50	50	14	14	0.078	0.078	5,751	5,751	1,553	1
7	100	150	31	44	0.122	0.200	3,962	4,508	1,330	2
8	136	136	18	18	0.019	0.019	1,030	1,030	137	3
10	94	94	13	13	0.003	0.003	223	223	30	11
13	100	100	23	23	0.010	0.010	461	461	105	9

Notes:

Excessive Infiltration > 2,500 gpd/IDM

Figure 2-9 – Excessive Infiltration



### 2.4.5 Inflow

Inflow is defined as rainfall-related water entering the collection system from sources such as private sewer laterals, downspouts, foundation drains, yard and area drains, storm sump pumps, manhole covers, and cross connections from storm drains. Inflow is directly influenced by the intensity and duration of a storm event and therefore is not a fixed quantity.

A value for the design inflow is not directly calculated. Instead, a constant is calculated based on the storm duration, intensity, and the monitored flow. This constant, “K,” is then used to predict inflow values for different rainfall return intervals. The “K” coefficient accounts for rainfall that enters the sewer system as inflow.

For each selected storm, the peak rainfall, peak flow, and time from peak rainfall to peak flow (also referred to as Time of Concentration, Toc) were used to calculate the “K” value at the flow monitoring point. Values for ADDF and infiltration were subtracted from the peak flow to determine the peak inflow. Once the peak inflow was determined and rainfall intensity was calculated from the rainfall monitoring data, a “K” value was determined. Several “K” values were averaged to arrive at a “K” value for the basin being monitored.

The inflow coefficient “K” for each storm event at each monitoring point was determined by the following formula:

$$K = \frac{Q}{iA}$$

Where:

- K = inflow coefficient
- Q = peak inflow (cfs) calculated by subtracting dry-weather base flow from the peak flow for each rain event that is being analyzed
- i = rainfall intensity for selected recurrence interval and time of concentration (in/hr)
- A = sewered area (acres)

Interior basins are basins with at least one upstream tributary area. Basin inflow coefficients for interior basins were calculated using measured cumulative flow, tributary basin inflow coefficients and tributary areas. The flow generated within an interior basin must be calculated because measured flow includes the dynamic cumulative effect from all tributary basins. System dynamics considers the time of travel through the sewer system. Each interior basin inflow coefficient was determined using the following weighted coefficient formula.

$$K_t = (K_1A_1 + K_2A_2 + \dots + K_iA_i) / A_t$$

Where:

- K<sub>t</sub> = cumulative inflow coefficient (measured)
- K<sub>i</sub> = tributary basin inflow coefficient (calculated)
- A<sub>i</sub> = tributary sewered basin area (acres)
- A<sub>t</sub> = total sewered tributary area (acres)
- i = Number of tributary basins

Exterior basins are basins in which there is no additional upstream tributary area coming into the basin. The relative accuracy of the “K” coefficient determined for a basin is typically higher for exterior basins that have only one sewer line outlet from the basin monitored. A decrease in the relative accuracy of the “K” coefficient is typical for interior flow basins due to cumulative flow effects. Inflow coefficients may also be skewed in basins that are largely undeveloped or contain pockets of undeveloped area.

A table showing the calculation of inflow for each storm event and calculation of an inflow coefficient at each monitoring location is included in the individual site analysis located in Appendix A. The inflow calculations required determining the sewered acreage tributary to the site and a time of concentration, which in turn was determined after review of storm event time of concentrations. Many storm data dates were available that showed measurable inflow responses, which included a minimum of four events to provide an average value at each metering site.

The 1-year subsystem inflow rates for each basin were calculated by ratio of 1-year subsystem storm inflow (gpd) to the subsystem’s sewer footage length per 1,000 feet. Based on GBA’s historical data from past flow monitoring projects as well as guidelines set forth by the EPA and other entities, an excessive subsystem inflow rate boundary line was established from the middle third of data. As subsystem area and sewer footage increases, the excessive inflow rate boundary decreases to represent the larger subsystems more accurately.

The excessive inflow rate boundary line is generally greater than or equal to 26,000 gpd/1000 ft for basins less than 300 acres in area. It then gradually decreases from 26,000 gpd/1000 ft to 8,000 gpd/1000 ft for areas between 300 and 900 acres. Finally inflow is considered excessive above 8,000 gpd/1000 ft for areas greater than 900 acres. This is also demonstrated in Table 2-13 below.

**Table 2-13 – Excessive Inflow Rate Thresholds**

<b>Basin Area (Acres)</b>	<b>Excessive Inflow Rate Threshold</b>
< 300	> 26,000 gpd/1000 ft
300 - 900	26,000 – 8,000 gpd/1000 ft
> 900	> 8,000 gpd/1000 ft

A summary of inflow parameters for each subsystem is shown in Table 2-14.

As shown in Table 2-14 and on Figure 2-10, 11 of the 12 basins exceeded this high inflow rate. Site 3 had the largest subsystem “K” value and highest 1-year inflow rate of 173,260 gpd/1000 ft. This site collects flow from sites 4, 8, and 13, in addition to its own, and of those three subsystems, Site 13 has the highest subsystem inflow rate of 60,947 gpd/1000 ft.

The only site that did not have excessive inflow was Site 2A. Since Site 2 was further divided into 2A, 2B, and 2C for this year’s flow monitoring to attempt to isolate sources of excessive I&I, it can be concluded that basins 2B and 2C should be the primary focus of any further investigations.

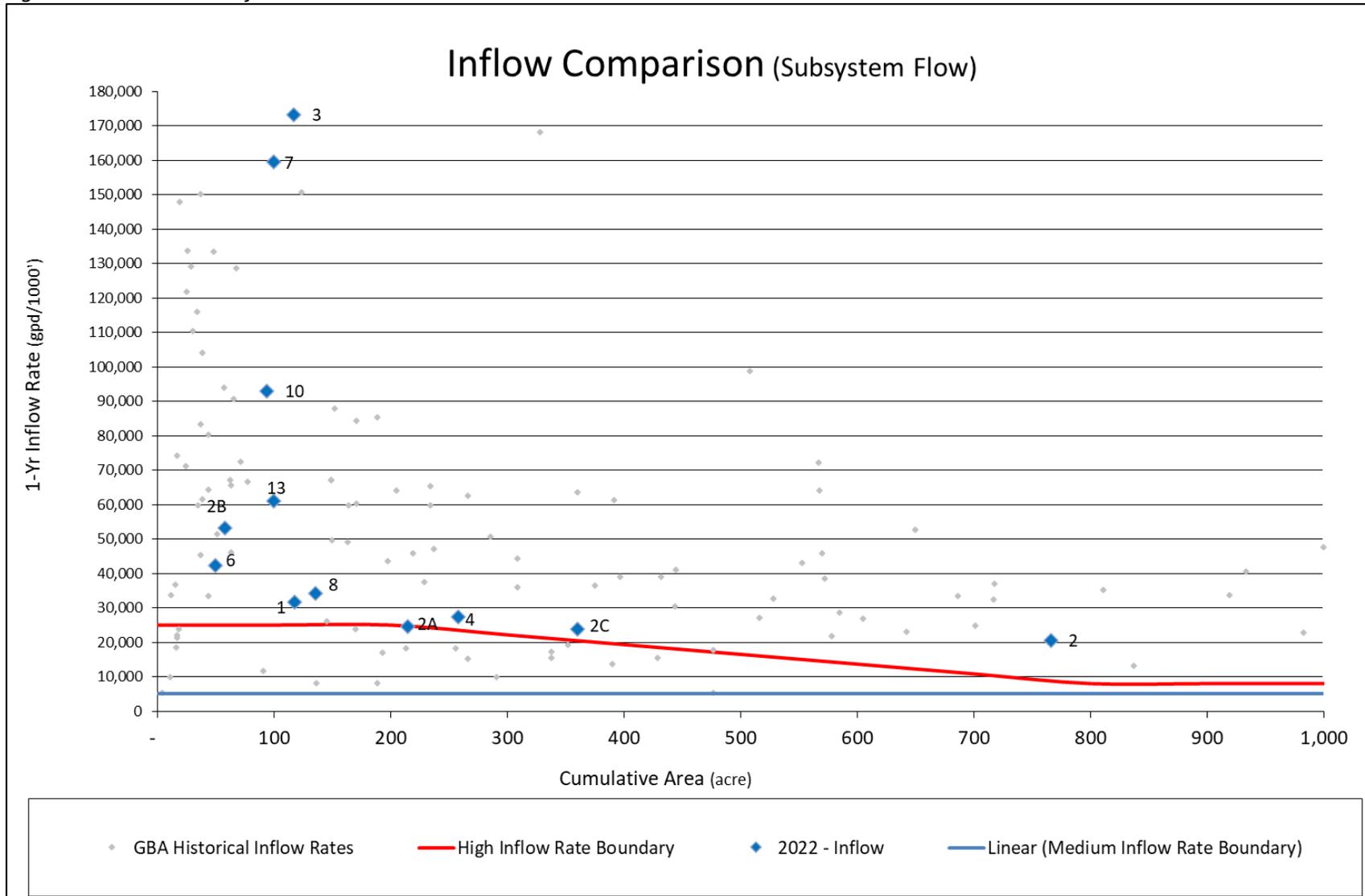
Table 2-14 – Inflow Summary

Site/ Subsystem	Subsyst. Area (acres)	Cumul. Area (acres)	Subsyst. Sewer (ft)	Cumul. Sewer (ft)	Time of Concentratio n Subsystem (min)	Time of Concentratio n Cumulative (min)	Inflow Coefficient Subsystem K	Inflow Coefficient Cumulative K	1-Year Storm Inflow		1-Year Subsystem Inflow Rate (gpd/1000 ft)	1-Year Cumulative Inflow Rate (gpd/1000 ft)	10-Year Storm Inflow		Subsystem Inflow Ranking <sup>(4)</sup>
									Subsyst. (mgd)	Cumul. (mgd)			Subsyst. (mgd)	Cumul. (mgd)	
1	118	118	16,668	16,668	75	75	0.0047	0.0047	0.53	0.53	31,668	31,668	0.94	0.94	8
2	766	1,493	103,846	215,660	90	105	0.0033	0.0040	2.14	4.50	20,565	20,857	3.87	8.29	12
2A	215	309	36,064	43,430	90	105	0.0048	0.0059	0.88	1.37	24,459	31,551	1.60	2.52	10
2B	58	58	9,396	9,396	45	45	0.0064	0.0064	0.50	0.50	53,235	53,235	0.88	0.88	5
2C	360	360	58,988	58,988	60	60	0.0037	0.0037	1.41	1.41	23,855	23,855	2.49	2.49	11
3	117	611	22,230	87,886	90	90	0.0386	0.0120	3.85	6.26	173,260	71,238	6.98	11.34	1
4	258	258	37,396	37,396	60	60	0.0037	0.0037	1.02	1.02	27,281	27,281	1.80	1.80	9
6	50	50	8,913	8,913	45	45	0.0056	0.0056	0.38	0.38	42,300	42,300	0.66	0.66	6
7	100	150	17,328	26,241	90	210	0.0324	0.0235	2.76	1.50	159,536	57,029	5.01	2.95	2
8	136	136	10,672	10,672	135	135	0.0045	0.0045	0.36	0.36	34,128	34,128	0.69	0.69	7
10	94	94	7,366	7,366	90	90	0.0085	0.0085	0.68	0.68	92,973	92,973	1.24	1.24	3
13	100	100	17,588	17,588	90	105	0.0126	0.0126	1.07	0.94	60,947	53,300	1.94	1.73	4

Notes:

- (1) Excessive Inflow is > 25,000 gpd/1000ft for less than 300 acre area, between 25,000 and 8,000 gpd/1000ft for areas between 300 and 900 acres, or > 8,000 gpd/1000ft
- (2) Time of concentration is calculated by averaging the time from peak rainfall to peak inflow for selected storms.
- (3) 1 year storm and 10 year storm inflow are based on the following formula:  $Q=KiA*0.6463$  (conversion factor from CFS to MGD)
- (4) Ranking based on 1-Year Inflow Rate (gpd/1000 ft).

Figure 2-10 – Excessive Inflow



## 2.4.6 Peak System Flow Rates

The sewer system capacity at the flow monitoring sites was compared to peak flows with various recurrence intervals. The sewer capacities were calculated using measured pipe diameters and the calibrated energy gradient determined from Manning's equation and flow meter data. These capacities may not represent the capacity of sewers upstream or downstream of the monitoring locations. The approximate level of protection at each of the flow monitoring points was estimated by comparing the cumulative peak flows for various return periods with the existing capacity. A summary of peak subsystem flow rates and known capacities is shown in Table 2-15.

The lowest level of protection was estimated as flows from greater than a 1-year storm but less than a 2-year storm at Sites 2C, 3, and 13. The next lowest protection was estimated as flows from greater than a 2-year storm but less than a 5-year storm at Sites 7 and 8.

Table 2-15 – Calculated Capacity vs Peak Flows

Site/ Subsystem	Pipe Diam (in)	Existing Capacity <sup>(1)</sup> (mgd)	Average Dry- Weather Flow (mgd)	Maximum Recorded Flowrate (mgd)	Peak-to- ADDF Ratio	Cumulative Peak Flows (mgd)							Approximate Level of Protection <sup>(2)</sup>
						1 Year	2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	
1	15	3.5591	0.0315	2.5700	81.6:1	0.61	0.71	0.88	1.02	1.23	1.40	1.58	Greater than 100 Year
2	24	9.5038	0.8417	6.8970	8.2:1	6.09	7.07	8.54	9.88	11.81	13.42	15.16	Between 5 and 10 Year
2A	15	2.7138	0.2029	2.1500	10.6:1	1.79	2.09	2.53	2.94	3.53	4.02	4.55	Between 5 and 10 Year
2B	10	0.8436	0.0590	0.3630	6.1:1	0.61	0.70	0.85	0.98	1.17	1.32	1.48	Between 2 and 5 Year
2C	15	1.9569	0.2230	1.6000	7.2:1	1.81	2.08	2.51	2.89	3.42	3.85	4.32	Between 1 and 2 Year
3	15	8.0504	0.3496	6.7000	19.2:1	6.93	8.24	10.22	12.01	14.56	16.66	18.93	Between 1 and 2 Year
4	12	4.2335	0.1369	2.2038	16.1:1	1.23	1.43	1.74	2.01	2.40	2.71	3.05	Greater than 100 Year
6	8	1.4359	0.0579	0.3800	6.6:1	0.56	0.63	0.75	0.84	0.98	1.09	1.21	Greater than 100 Year
7	15	2.9728	0.2249	1.5600	6.9:1	2.02	2.40	2.96	3.48	4.26	4.93	5.67	Between 5 and 10 Year
8	12	0.7333	0.0559	0.4900	8.8:1	0.46	0.55	0.67	0.79	0.96	1.11	1.26	Between 5 and 10 Year
10	12	3.2792	0.0520	1.8425	35.4:1	0.77	0.91	1.13	1.33	1.61	1.83	2.08	Greater than 100 Year
13	12	1.1594	0.0223	0.6940	31.1:1	0.99	1.19	1.50	1.78	2.18	2.51	2.88	Between 1 and 2 Year

(1) Existing Capacity is calculated using the pipe diameter and calibrated energy gradient determined from modified Mannings equation.

(2) Level of protection = storm recurrence interval which will surcharge the metered location.

### 2.4.7 Volumetric Analysis

Utilizing significant storm events, the amount of rainfall (I&I volume, or percent rain to sewer) entering the sanitary sewer system was calculated. Using the meter data for each storm, the I&I volume was determined by creating an I&I hydrograph, which is the difference between an adjusted dry weather flow period and the storm’s wet weather hydrograph. The adjusted dry weather flow period represents what the predicted dry weather flow would be if the rain event had not occurred. Typically, flows from the day or week before the storm event are used as the adjusted dry weather flow. The total I&I volumes were plotted on a graph against the corresponding 24-hour rainfall total for each event. A linear regression analysis was then used to determine the total I&I volumes for any given amount of rain.

Table 2-16 indicates which subsystems have excessive I&I volumes. A subsystem is considered to have excessive I&I if it averaged 2% or greater total rain volume entering the sanitary sewer. Each subsystem was ranked for excessiveness of I&I volume. Only one of the basins was above the excessive level – Basin 7, which is similar to its excessive ranking during the 2021 flow monitoring project. Individual site percent rain to sewer analyses are detailed in Appendix A.

**Table 2-16 – Statistical Analysis of Rain to Sewer Volume**

Site/ Subsystem	Average Rain to Sewer Cumulative (%)	Average Rain to Sewer Subsystem <sup>(1)</sup> (%)	Ranking <sup>(2)</sup>	Number of Events Analyzed	10-Year 24-Hour I&I Volume (MG)
1	0.85%	0.85%	7	15	0.34
2	0.53%	0.10%	12	12	1.00
2A	1.28%	1.54%	3	11	0.30
2B	1.13%	1.13%	5	14	0.08
2C	0.72%	0.72%	8	11	0.28
3	0.81%	0.98%	6	14	1.46
4	0.50%	0.50%	11	15	0.31
6	1.41%	1.41%	4	15	0.12
7	5.60%	8.40%	1	15	1.41
8	0.63%	0.63%	10	15	0.31
10	0.67%	0.67%	9	11	0.12
13	1.68%	1.68%	2	15	0.34

(1) Highlight excessive I/I which is I/I greater than 2% subsystem, based on historical analysis.

(2) Ranking based on Subsystem average

## 2.5 Flow and Rainfall Monitoring Results Summary

The 2022 Fall flow monitoring in Manor, TX showed several sub-basins with excessive I&I characteristics. Table 2-17 shows a summary of the flow monitoring sub-basins and the I&I characteristics each basin had including capacity issue indicators such as wet-weather surcharging. Table 2-17 demonstrates that nine (9) of the thirteen (13) flow meter sub-basins had at least one excessive I&I characteristic. The only sub-basin that did not have any I&I indicators is 2A, however the inflow rate for this sub-basin is 2% away from the excessive threshold of 25,000 gpd/1000ft. Overall, inflow seems to be a significant issue in the City’s sanitary sewer system and should be further investigated to determine the sources of inflow.

**Table 2-17 – Flow Monitoring Results Summary**

Site/ Subsystem	Excessive Parameters			Capacity Issue Indicator	
	Subsystem Infiltration Rate (gpd/IDM)	1-Year Subsystem Inflow Rate (gpd/1000 ft)	Average Percent Rain to Sewer Subsystem (%)	Wet Weather Surchage	Dry Weather Surchage
1	663	31,668	0.85%	Yes	No
2	881	20,565	0.10%	Yes	No
2A	958	24,459	1.54%	No	Yes
2B	754	53,235	1.13%	No	No
2C	145	23,855	0.72%	No	Yes
3	995	173,260	0.98%	Yes	Yes
4	290	27,281	0.50%	No	Yes
6	5,751	42,300	1.41%	No	No
7	3,962	159,536	8.40%	No	No
8	1,030	34,128	0.63%	Yes	Yes
10	223	92,973	0.67%	Yes	Yes
13	461	60,947	1.68%	No	No

Indicates excessive characteristics  
 All three parameters are excessive  
 Two of three parameters are excessive  
 One parameter is excessive

## 3 Manhole Condition Assessments

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### 3.1 Inspection Background

The 2021 Fall flow monitoring project indicated several basins with excessive I&I characteristics. Two of those basins - Sites 6 and 7 – were selected as a “pilot” study area. Detailed SSES investigations would be completed in these basins to collect further I&I data. The next three chapters will present the findings of these investigations.

Manhole Condition Assessments were performed on 137 manholes within the Pilot Area to assess the structural condition of the manholes and to gather information regarding the presence and degree of I&I. Simple manhole inspections were performed and logged using a GIS Application called Field Maps. If a manhole was suspected to have a defect that was not clearly visible from the surface, or if better measurements and pictures were required, an internal inspection could be completed. Manholes in the project area on which an inspection was attempted by GBA are shown on Figure 3-1.

After a primary investigation, it was determined that only simple surface inspections were necessary. No defects were found that indicated the necessity of an internal inspection. A Simple Surface inspection gathers general upper manhole condition information from the surface, as well as basic information about lower manhole conditions that can be observed and measured from the surface without entering the manhole. The accuracy of a simple surface inspection with regard to pipe sizes and lower manhole condition is lower than an internal inspection. An internal inspection gathers the highest level of measurement and condition information primarily used as part of a comprehensive condition analysis. An internal inspection includes a manned entry into the structure to collect all pipe measurements, lamping defects, and pictures.

A scoring guide to the Simple Inspections which were performed is included on Figure 3-2.

### 3.2 Inspection Results

There were 137 attempted simple surface inspections, of which six (6) were not able to be fully inspected. Of the incomplete inspections three (3) manholes were located behind fences and could not be accessed, two (2) were not found, and one (1) had a locked cover that the crews could not open. All of these manholes are listed in Table 3-1. The locations of the incomplete inspections are shown on Figure 3-3.

Additionally, two (2) new manholes were found during inspections. These are listed in Table 3-2 and shown on Figure 3-4.



Figure 3-2 – Manhole Condition Assessments Scoring Guide

MH Score	Defect	Definition	Photo Required
0	No defects found		Topside, Vicinity & Channel
1	Cracks-(Small)	Crack less than 3/8"	Topside, Vicinity & Channel
	Inflow or Infiltration-(Light)	Staining and/or weeping observed	
	Debris-(Light)	<1 gallon	
	Offset of any manhole part	1-2" (measuring the greatest offset distance)	
2	Cracks-(Medium)	3/8" to 3/4"	Topside, Vicinity & Channel
	Inflow or Infiltration-(Light)	Trickle and/or dripping (1-3 gallons per minute)	
	Debris-(Moderate)	1-3 gallons	
	Offset of any manhole part	2-3" (measuring the greatest offset distance)	
	Surcharge Evidence	Greater than pipe height	
	Mortar or Joint	Material Missing	
3	Cracks-(Large)	3/4" to 1"	Topside, Vicinity & Channel
	Inflow or Infiltration-(Medium)	Streaming or running (3-10 gallons per minute)	
	Debris-(Heavy)	3-5 gallons	
	Offset of any manhole part	3-4" (measuring the greatest offset distance)	
	Surcharge Evidence	Within 5 ft of the MH rim	
	Chimney/Chamber material	Missing/Deteriorated	
	Bench/Channel	Missing material/ Poor hydraulics	
	Flowline Obstruction Flow	Any un-removable object obstructing less than 50% of flow Greater than 50% of pipe but less than top of pipe	
4	Voids Visible	Manhole Material Loss and or Cracks >1" with material loss	Topside, Vicinity & Channel
	Inflow or Infiltration-(Heavy)	Gusher (>10 gallons per minute)	
	Debris-(Extremely Heavy)	>5 gallons	
	Offset of any manhole part	>4" (measuring the greatest offset distance)	
	Surcharge Evidence	Evidence to the rim or overflow (comment: "Possible SSO")	
	Bench/Channel	Material mostly missing/Slow stagnant hydraulics	
	Flowline Obstruction	Any un-removable object obstructing greater than 50% of flow	
	Flow	Greater than top of pipe	
5	Unable to Inspect	<b>REQUIRED TO POPULATE "Reason Not Inspected" FIELD</b> If possible locate with metal detector and mark with paint	Vicinity

**Table 3-1 – Manholes Not Inspected**

MH ID	Condition	Reason Not Inspected
O13-001	Unable to Inspect	Could Not Open, Bolted Cover
O13-002	Unable to Inspect	Could Not Access, In Private Yard
O13-004	Unable to Inspect	Could Not Find
O13-021	Unable to Inspect	Could Not Access, In Private Yard
O13-012	Unable to Inspect	Could Not Find
O13-025	Unable to Inspect	Could Not Access, In Private Yard

**Table 3-2 – New Manholes Found**

MH ID	Condition	Upstream Manhole	Downstream Manhole	Address
UMH-1	0	O13-056	O13-047	13012 Ship Bell Drive
UMH-2	4	O13-057	O13-046	13012 Tinker Street

Figure 3-3 – Incomplete Manhole Inspections

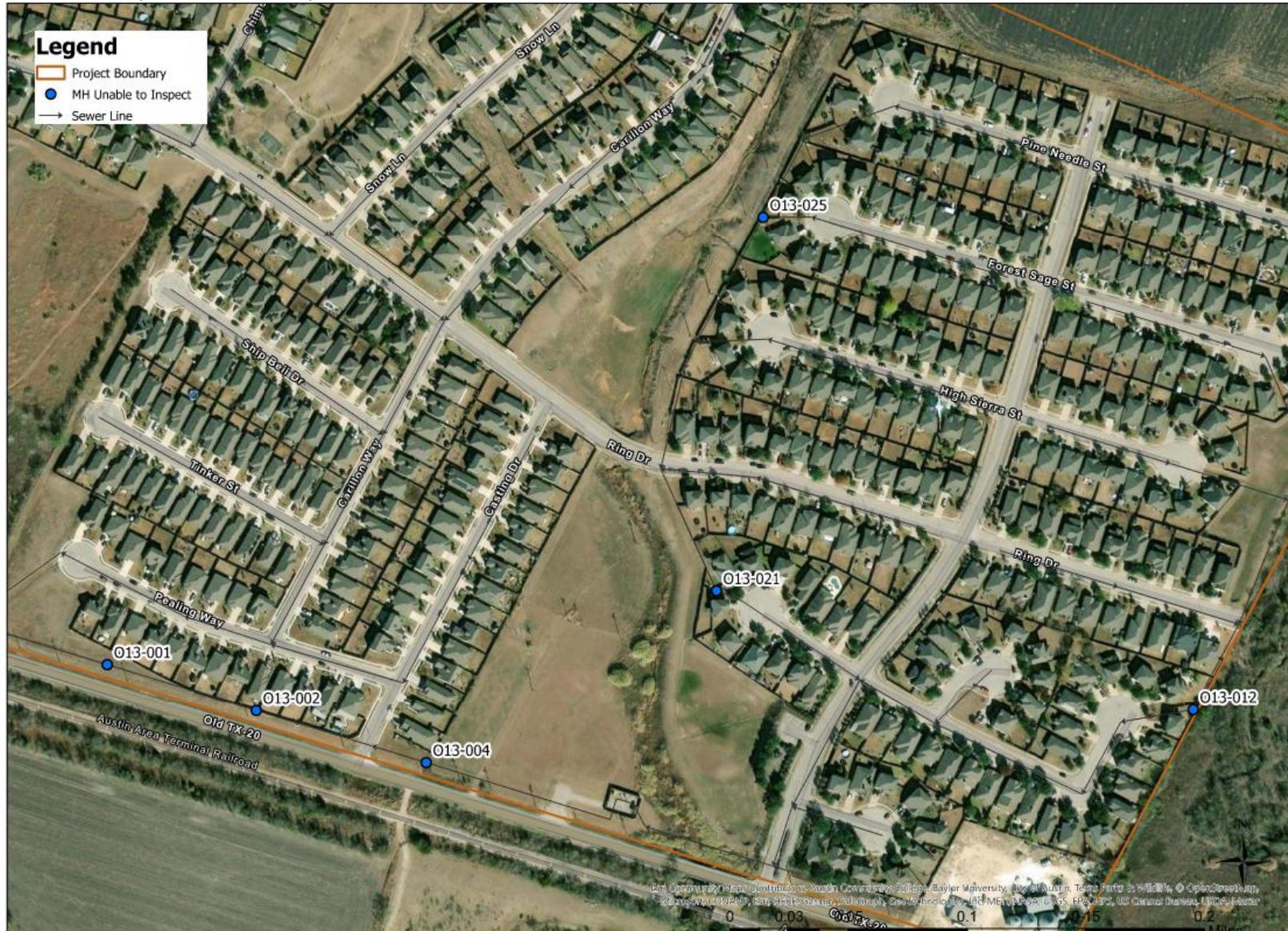


Figure 3-4 – New Manholes Found



### 3.2.1 Structural Condition Summary

Of the 131 manholes successfully inspected, 19 were rated 4 on the condition rating. This is the most severe rating available and is given when significant I&I or structural defects are found. Table 3-3 lists the manholes which were rated 4 as well as the reason for this rating. It is recommended that the City perform rehabilitation on these 19 manholes first to ensure the continued functionality of its system. As shown in Table 3-3, most of the defects are related to liner failures throughout the manholes. If large chunks of liner are allowed to break off, they can get stuck in a sewer line and cause severe back-ups upstream in the system.

**Table 3-3 – Manholes Rated 4**

MH ID	COVER TYPE	MH MATERIAL	MH DEPTH (ft)	RATING	REASON FOR RATING <sup>(1)</sup>
O12-003	Bolt Down	CONCRETE	19.6	4	Liner peeling around grade ring and around pipes (3), manhole offset at grade ring (4).
O12-004	Bolt Down	CONCRETE	18.25	4	Lining peeling off at bottom of chamber (2), manhole joint separating at chamber (3), infiltration at chamber (4).
O12-006	Bolt Down	CONCRETE	16.05	4	Liner is peeling at the chamber (3), manhole separation at midpoint (4).
O12-007	Standard	CONCRETE	N/A <sup>(2)</sup>	4	Liner bubbles in chamber (4), flow line obstruction in north in pipe (3).
O12-008	Standard	PVC	13.4	4	Total liner failure in chamber (4), south in pipe (dry) full of debris (2), debris on bench (2).
O12-010	Standard	PVC	6.15	4	A chunk of PVC pipe is in the mouth of the in pipe (4).
O13-058	Standard	CONCRETE	7.59	4	Crack surrounding chimney with liner failure (4), crack surrounding half of the chamber with bubbling (4).
O12-021	Bolt Down	CONCRETE	12.32	4	Lining around grade ring is peeling all around (3), cracks around concrete base (3), major infiltration point at bench of manhole (4).
O13-006	Standard	CONCRETE	18.37 to grease <sup>(3)</sup>	4	Grease surcharge flowline obstruction and debris (4), liner failure at mouth of chimney (3).
O13-041	Standard	CONCRETE	7.03	4	Crack surrounding chimney (4)
O13-038	Standard	CONCRETE	6.2	4	Large crack all the way around and I&I staining.
O13-037	Standard	CONCRETE	7.62	4	Large crack all the way around chimney, quarter inch in width.
O13-023	Standard	CONCRETE	8.2	4	Manhole lid broken.
O13-013	Standard	CONCRETE	10.04	4	Crack surrounding grade ring (3), asphalt surrounding manhole cover is broken (4), roots growing through crack in chimney.
O13-017	Standard	CONCRETE	7.83	4	No lining, large crack all the way around chimney.
O13-035	Standard	CONCRETE	5.7	4	Cracked all the way around and no lining.
O13-036	Standard	CONCRETE	6.25	4	Cracked all the way around chamber and no lining.
O13-005	Bolt Down	CONCRETE	19.16	4	Manhole surcharged (4).
UMH-2	Standard	CONCRETE	9.26	4	Manhole between O13-057 and O13-046, large crack surround chimney with void visible (4).

Notes

1. Numbers in parenthesis in the Reason for Rating column indicate the severity rating given to each defect found, if multiple significant defects were found.
2. Manhole was too deep to get a depth measurement with the level rod.
3. There was a grease plug partway up the chamber that blocked crew access to manhole invert.

Structural manhole defects allow certain amounts of I&I to enter the sanitary system. Based on studies by both GBA and other entities, average inflow rates have been assigned to certain defects. Table 3-4 details these estimates:

**Table 3-4 – Inflow Rates for Manhole Defects**

<b>Manhole Defect</b>	<b>Average Inflow Rate (gpm)</b>
Ponding Manhole	3
Rim Seal	1-5
Corbel Lead or Cracked Frame Base Seal (FBS)	0.5-1.5
Chimney Cracks	1-2
Broken Frame	1-2

\*Flow rate is per hole and assuming 2" head of rainfall accumulation

Using the inflow rates from Table 3-4, a total of approximately 46 gpm can be potentially removed if the indicated rehabilitation is performed.

In addition to the 19 manholes rated 4, there were 22 manholes rated 3. Typically in an I&I rehabilitation project it would be recommended to fix manholes rated 3 and 4 together, as both can allow significant amounts of I&I to enter the system. These manholes are listed in Appendix B.

The manholes that are recommended for further rehabilitation work are listed in Table 3-5. It is important to keep in mind that I&I rehabilitation has the potential to push the I&I to a different point on the manhole or line where it could thus still enter the sanitary system. Sanitary sewer rehabilitation will not completely remove all I&I and create a water-tight system. The goal of any rehabilitation should be instead to reduce I&I while also increasing the functional life cycle of the collection system.

Table 3-5 – Manholes in Need of Rehabilitation

Manhole ID	Inspection Rating	Location of defect							Recommended Rehabilitation/Maintenance						Comments	
		Frame	FBS	Grade Ring	Chimney	Chamber	Channel	Other	Reset MH part	Install FBS	Line MH	Cleaning	Point Repair	Pipe Seals		Other
O12-003	4			✓		✓			✓	✓				✓		Liner peeling around grade ring and around pipes, manhole offset at grade ring.
O12-004	4					✓					✓					Lining peeling off at bottom of chamber, manhole joint separating at chamber, infiltration at chamber.
O12-006	4					✓			✓		✓					Liner is peeling at the chamber, manhole separation at midpoint.
O12-007	4					✓	✓				✓	✓				Liner bubbles in chamber, flow line obstruction in north in pipe.
O12-008	4					✓	✓				✓	✓				Total liner failure in chamber, south in pipe (dry) full of debris, debris on bench.
O12-010	4						✓					✓				A chunk of PVC pipe is in the mouth of the in pipe .
O12-021	4		✓	✓		✓				✓	✓					Lining around grade ring is peeling all around , cracks around concrete frame surround, major infiltration point at bench of manhole.
O13-005	4							Surcharge				✓				Manhole surcharged, most likely due to back-up from lift station.
O13-006	4				✓		✓				✓	✓				Grease surcharge flowline obstruction and debris, liner failure at mouth of chimney.
O13-013	4		✓	✓	✓					✓	✓	✓		Re-pave surrounding asphalt		Crack surrounding grade ring, asphalt surrounding manhole is broken, roots growing through crack in chimney.
O13-017	4				✓						✓					No lining, large crack all the way around chimney.
O13-023	4							Broken lid						New MH lid		Manhole lid broken.
O13-035	4					✓					✓					Chamber seal is missing, no lining.
O13-036	4					✓					✓					Cracked all the way around chamber and no lining.
O13-037	4		✓		✓					✓			✓			Large crack all the way around chimney, quarter inch in width. I&I staining from under the frame.
O13-038	4		✓		✓					✓			✓			Large crack all the way around and I&I staining.
O13-041	4				✓								✓			Crack surrounding chimney.
O13-058	4				✓	✓					✓					Crack surrounding chimney with liner failure, crack surrounding half of the chamber with bubbling.
UMH-2	4		✓		✓					✓	✓					Manhole between O13-057 and O13-046, large crack surround chimney with void visible. Heavy staining from under frame.

FBS = Frame Base Seal

# 4 CCTV Inspections

## 4.1 Inspection Background

Tunnel Vision Pipeline Cleaning and Video Inspection, Inc. attempted CCTV inspections in 2022 on 107 line segments for a total of 30,386 linear feet. All CCTV inspections attempted are shown on Figure 4-1 and the statistics are listed in Table 4-1.

Table 4-1 – CCTV Summary

Project Area	Pipe Size	LF Scoped	LF Inspected
Basins 6 & 7	8"	26,108	26,907
	12"	1,428	1,641
	15"	2,759	2,791
	<b>Total</b>	<b>30,295</b>	<b>30,386</b>

All of the lines scoped for this project were successfully inspected. There were no major issues with tree roots in the system however debris was present in many line segments. Section 4.2 will discuss the heavy cleaning that was completed for this project.

Additionally, two new manholes were found during CCTV (and noted again during manhole inspections) which were labeled UMH-1 and UMH-2. These are discussed in more detail in Section 3.2.

## 4.2 Heavy Cleaning

A total of 48.5 hours was spent on heavy cleaning in this targeted Project Area. Most of this time was spent cleaning the 12"-15" lines along Old TX-20. These lines were found to be at least 50% full of silt, rock, and other debris at the time of inspections. It is suspected that the two lift stations located along this trunk line are at least partially responsible for the debris accumulation. The lift station operation cycles were not perfectly calibrated so flows were not always pumped out at the correct intervals and this caused flows to back-up into the sewer lines and debris to settle out.

Additionally, the 8" lines along St Mary Drive had heavy gravel-type debris that needed heavy cleaning. It is unclear where the debris originated, but it is suspected to have been introduced into the lines during the construction taking place northwest of St Mary Drive.

It was also noted that the two (2) lift stations along Old Hwy 20 (Carriage Hills and Bell Farms Lift Stations) should be cleaned as a follow-up to the work completed during this project. Since not every bit of debris is able to be vacuumed out of the lines at the time of heavy cleaning, it is probably that some debris made its way into the lift stations. Heavy cleaning of the stations will ensure that similar backing up into the system as has been seen before does not happen again.

The lines on which heavy cleaning was performed are shown on Figure 4-2.

Figure 4-1 – CCTV Completed





### 4.3 Structural Condition Summary

Water level sags were the most noted defect within this project area identified during CCTV inspections. As can be seen in Table 4-2, three (3) lines experienced sagging severe enough to be rated a 4, and one (1) line had an infiltration defect rated 4. Sagging can occur when pipe joints separate and pipe bedding settles below the line. Over time, sags can worsen and lead to pipe failures, but CIPP lining can reinforce the structural strength of the line segment and keep it from failing.

There were additionally seven (7) lines identified that had a defect rating of 3 which are listed in Table 4-3. Figure 4-2 shows the locations of lines identified to have defects.

The reports produced by the CCTV contractor are included in Appendix C.

**Table 4-2 – CCTV Lines with a Highest Defect Rating of 4**

Pipe ID	USMH	DSMH	Diam	Matl	PAPC Score	Defect	Defect Ft DS	Comment
<b>O12-009 - O12-008</b>	O12-009	O12-008	8	PVC	4G34	MWLS	50.1, 26.2-196.8	MSA at 50.1 ft D. due to debris. Rated 3423D, reversal was rated 4G00. Sag rated 3/4 for 30.1U-196.8U
<b>O13-001 - O13-021</b>	O13-001	O13-021	12	PVC	4100	IR	272.3	Infiltration Runner rated 4 at 272.3ft DS
<b>O13-010 - O13-009</b>	O13-010	O13-009	8	PVC	4A37	MWLS	175.2-200.1, 227.3-243.2, 315.3	Multiple significant sags in line. 175.2-200.1, 227.3-243.2, 315.3-335.1
<b>O13-016 - O13-015</b>	O13-016	O13-015	8	PVC	4135	MWLS	39.6-66.0	Sag rated 3 from 39.6-66.0 ft DS. MCU rated 4 at 46.5

**Table 4-3 – Lines with a Highest Defect Rating of 3**

Pipe ID	USMH	DSMH	Diam	Matl	PAPC Score	Defect	Defect Ft DS	Comment
<b>N12-009 - O12-019</b>	N12-009	O12-019	8	PVC	3700	MWLS	230-265	Sag rated 3 from 230-265Ft DS
<b>N13-012 - N12-009</b>	N13-012	N12-009	8	PVC	3112	FL	503	Flow Level rated 3 at 503 ft DS most likely due to a sag
<b>O12-008 - O12-007</b>	O12-008	O12-007	8	PVC	3424	MWLS	8-23.9, 237.2	Sag rated 3 at 8-23.9ft D and at 237.2ft D. Other minor sags in line rated 2.
<b>O12-019 - O12-018</b>	O12-019	O12-018	8	PVC	382A	MWLS	29-125, 289-361	Sag rated 3 from 29-125 DS and 289-361 DS sags rated 2 also in line
<b>O13-012 - O13-011</b>	O13-012	O13-011	8	PVC	3900	MWLS	190-251, 377-558	Sag rated 3 from 190-251, and 377-558 ft DS
<b>O13-044 - O13-043</b>	O13-044	O13-043	8	PVC	372C	MWLS	126.4-184.5	Sag rated 3 from 126.4-184.5 ft DS. MSA due to debris. Line had significant amount of debris which had to be cleaned. Line rated 3A22 DS initially, rated 372C upon redo. Redo was 241.5D, first pass was 184.6D.
<b>O13-046 - O13-045</b>	O13-046	O13-045	8	PVC	3A25	MWLS	4.5-55.8, 237.8-250.8	Sag rated 3 from 4.5-55.8 DS and again at 237.8-250.8 DS. Sags rated 2 also in line.

Figure 4-3 – CCTV Lines with Major Defects



## 5 Smoke Testing

Smoke testing is typically performed on sewer segments by introducing a non-toxic heated liquid smoke into the collection system. The smoke is forced through the system with a gas-powered blower. The smoke exits the system at locations where rainfall or groundwater can enter. A three-person crew visually inspects areas tributary to the line segment. Typical I&I sources identified during smoke testing are shown on Figure 5-1.

Careful planning preceded the smoke testing to reduce public inconvenience. Due to the potential public concern resulting from smoke in and near buildings, the public and the fire department were notified prior to testing. Smoke testing notices were delivered to every residence in the area a minimum of 48 hours prior to testing. Instructions were included on the notices for ensuring each building's p-traps were full of standing water ahead of the smoke testing. This would prevent smoke from entering a building through the lateral connection to the sanitary sewer. Daily contact was made with the fire and police department dispatch to inform them of specific areas being tested.

Smoke testing was conducted on approximately 37,500 feet of sanitary sewer lines in the project area. The testing observations were recorded in a GIS database created by GBA and approved by the City.

A source was considered positive if the smoke was observed in the area tributary to the line segment being tested. Suspect sources, which are sources that are potentially connected to the system but did not smoke during the tests, were also identified. Clogs, sags, collapsed pipes, or water traps may prevent a suspect source from smoking. A negative source was used if a house plumbing vent did not smoke when the line segment the house was assumed to be connected to was tested. It is possible that the house lateral was full of water or roots, and that prevented smoke from traveling up and out of the vent stack. GBA documented these negative sources as back-up information for the City if a homeowner calls about a problem with their sewer lateral.

A total of 280 positive, 12 negative, and 1 suspect sources were identified during this process. Figures 5-2 and 5-3 show the lines smoke tested and the locations of the smoke sources identified during testing, respectively. All smoke testing sources are also included in a Table in Appendix B.

There were twelve (12) houses that had negative plumbing vent smoke sources. It is suspected that clogs or sags in the laterals were the cause of the smoke not exiting the vent stacks. Table 5-1 shows the properties where vent smoke was not observed.

There were 237 properties with uncapped, broken, or defective cleanouts that should be rehabilitated, out of the 259 total properties with cleanouts present. Although uncapped cleanouts are small in diameter and do not typically introduce a lot of rainfall into the sewer system, they can still pose problems to the system. Foreign objects are often lodged into the cleanouts, and if the top of the cleanout is flush with the surface, it can create a sump scenario that can pool rainfall flow and increase I&I in the system. Appendix D contains the complete list of the 237 defective clean-outs along with recommendations for next steps.

A summary of the types of smoke testing sources and their respective I&I flow rates is shown in Table 5-2. The defects highlighted in gray should be first priority for removal or rehabilitation as they are the most cost-effective sources of I&I that can be removed. More in-depth cost analysis should be performed during the design phase to ensure the most viable solutions are reached.

Figure 5-1 – Typical Smoke Testing Sources

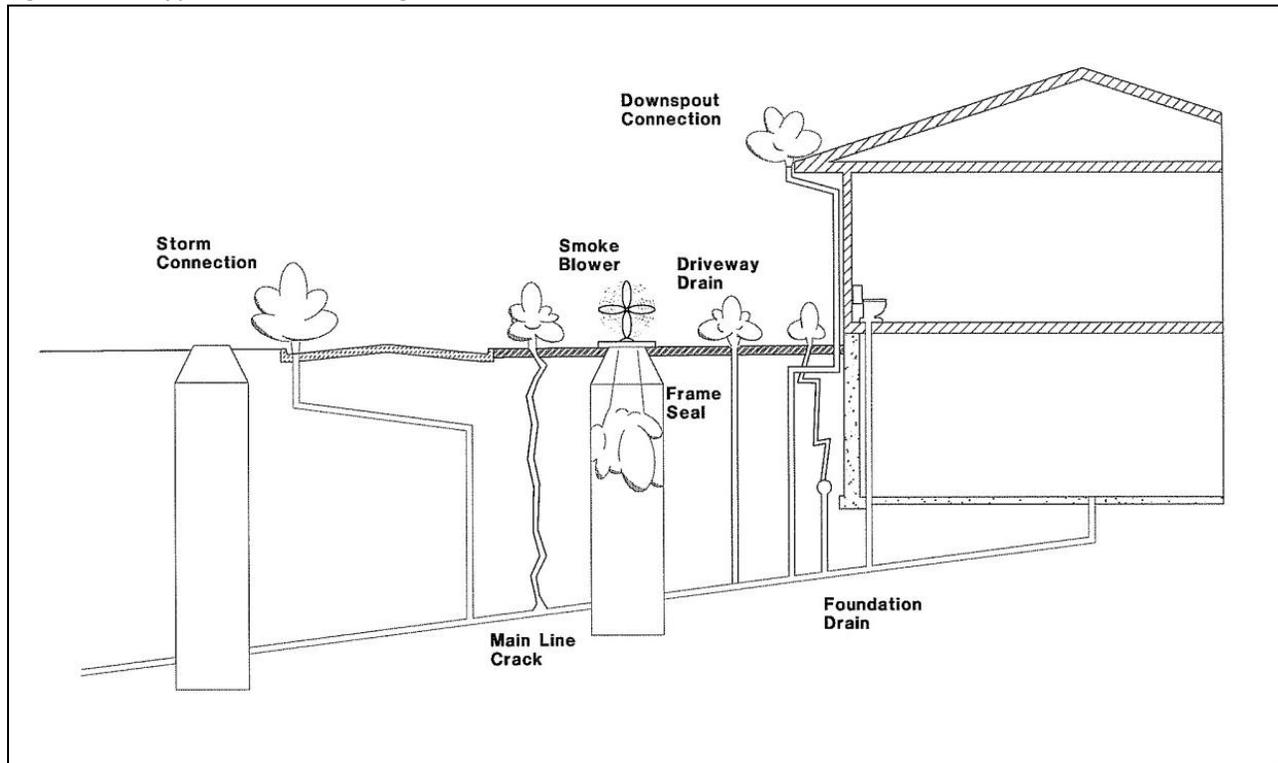


Table 5-1 – Houses with No Vent Smoke

Defect Type	Smoke Intensity	Address	Public/Private	Smoke Result	Blower MH
Vent Stack	None	12916 Wedding Drive	Private	Negative	N13-005
Vent Stack	None	12701 Carillon Way	Private	Negative	O13-046
Vent Stack	None	12925 Carillon Way	Private	Negative	O13-055
Vent Stack	None	12805 Wedding Drive	Private	Negative	N13-006
Vent Stack	None	12721 Wedding Drive	Private	Negative	N13-006
Vent Stack	None	12725 Wedding Drive	Private	Negative	N13-006
Vent Stack	None	12812 St Mary Drive	Private	Negative	N12-010
Vent Stack	None	12753 Bella Parkway	Private	Negative	O13-058
Vent Stack	None	12737 Bella Parkway	Private	Negative	O13-058
Vent Stack	None	12549 Ostrich Trail	Private	Negative	O12-006
Vent Stack	None	13300 Prairie Sage Cove	Private	Negative	O13-042
Vent Stack	None	13333 Indian Oak Bend	Private	Negative	O13-009

**Table 5-2 – Smoke Testing Results**

Source	Units	Estimated Potential 1-Year Storm Inflow <sup>(1)</sup> (gpm)	Total Potential 1-Year Storm Inflow (gpm)
<i>Positive Sources</i>			
Cleanout	259	0.25	64.75
Foundation Drain	1	3.0	3.0
Indirect Storm Inlets/Lines	0	0.5	0
Plumbing Defect	1	0.25	0.25
Sanitary Manholes	15	1.0	15.0
Service Laterals	4	0.5	2.0
Stairwell Drain	0	3.0	0
<b>Total</b>	<b>280</b>	<b>-</b>	<b>85.0</b>
<i>Negative Sources</i>			
Plumbing Vent or Inside Building	12	0	0
<b>Total</b>	<b>12</b>	<b>0</b>	<b>0</b>
<i>Suspect Sources</i>			
Inconclusive/Suspect Sources <sup>(2)</sup>	1	0	0
<b>Total</b>	<b>1</b>	<b>-</b>	<b>0</b>
<sup>(1)</sup> Estimates for unit flows are based on average values used in previous studies by GBA and other entities.			
<sup>(2)</sup> This source is a line segment that did not smoke during testing. It could have been due to blockages in the pipe. CCTV did not show any evidence of a blockage, so suspect this was just a momentary issue.			
The defects highlighted in blue should be first priority for removal or rehabilitation as they are the most cost effective sources of I&I that can be removed.			

Figure 5-2 – Smoke Testing Lines



Figure 5-3 – Smoke Testing Results



## 6 GIS Updates

Table 6-1 lists the necessary GIS updates that should be done. All necessary updates are highlighted in yellow :

**Table 6-1 – Updates Needed in GIS**

USMH	DSMH	Pipe ID	Diam	Material	Length	Comment
N12-001	O12-012	N12-001_O12-012	8	PVC	343	Original length was 338.88
N13-002	N13-001	N13-002_N13-001	8	PVC	218.7	Original length was 199.12
N13-013	O13-050	N13-013_O13-050	8	PVC	394.8	Original length was 371.6
O12-008	O12-007	O12-008_O12-007	8	PVC	240.5	Original length was 288.81
O12-012	O12-002	O12-012_O12-002	12	PVC	146.31	Line appears to be 12", not 8"
O13-017	O13-016	O13-017_O13-016	8	PVC	269.6	Original length was 308.43
O13-020	O13-008	O13-020_O13-008	8	PVC	294.7	Original length was 321.85
O13-021	O13-020	O13-021_O13-020	8	PVC	73.4	Original length was 54.77
O13-023	O13-022	O13-023_O13-022	8	PVC	206.1	Original length was 229.47
O13-024	O13-023	O13-024_O13-023	8	PVC	84.6	Original length was 64.34
O13-026	O13-025	O13-026_O13-025	8	PVC	213.1	Original length was 198.06
O13-035	O13-025	O13-035_O13-025	8	PVC	158.7	Original length was 107.5
O13-036	O13-035	O13-036_O13-035	8	PVC	418.3	Original length was 458.59
O13-040	O13-039	O13-040_O13-039	8	PVC	415.3	Original length was 392.31
O13-043	O12-021	O13-043_O12-021	8	PVC	315.4	Original length was 292.5
O13-044	O13-043	O13-044_O13-043	8	PVC	241.5	Original length was 309.09
O13-045	O13-044	O13-045_O13-044	8	PVC	177.4	Original length was 202.54
O13-056	UMH1	O13-056_UMH1	8	PVC	379.2	New MH labeled UMH1
UMH1	O13-047	UMH1_O13-047	8	PVC	199.2	New MH labeled UMH1
O13-057	UMH2	O13-057_UMH2	8	PVC	368.2	New MH labeled UMH2
UMH2	O13-046	UMH2_O13-046	8	PVC	192.2	New MH labeled UMH2
O13-002	O13-001	O13-002_O13-001	12	PVC	403.9	Original length was 346.96
O13-001	O13-021	O13-001_O13-021	12	PVC	272.3	Original length was 330.88
O12-021	O12-020	O12-021_O12-020	15	PVC	294.5	Original length was 382.66
O12-021	O12-020	O12-021_O12-020	15	PVC	415.4	Original length was 382.66
O12-006	O12-005	O12-006_O12-005	15	PVC	503.3	Original length was 434.11
O12-005	O12-004	O12-005_O12-004	15	PVC	505.2	Original length was 362.54
O12-004	O12-003	O12-004_O12-003	15	PVC	284.2	Original length was 499.1
O12-003	O10-002	O12-003_O10-002	15	PVC	188.9	Original length was 150.46

The locations of unknown manholes O13-046A and O13-047A were shown previously in Figure 3-4 and were the same unknown manholes identified during manhole inspections.

# 7 Conclusions and Recommendations

## 7.1 Conclusions

The objectives of this project were:

1. Check for pipe connectivity, structural defects, and potential sources of I&I in existing manholes and sanitary sewer lines within the specific neighborhoods selected to be investigated.
2. Collect flow and rainfall data and perform I&I analysis on the separated sanitary sewers in the City of Manor.
3. Use the data collection to update the City's GIS and ensure accurate routing is documented.

All objectives were met through the completion of manhole inspections, smoke testing, CCTV, and flow monitoring in this Project Area. Several areas of GIS updates have been identified and were discussed in Chapter 6. Many sources of I&I were discovered throughout the completion of the field inspections and can be addressed with a rehabilitation program.

The conclusions for this project area are:

- The sanitary sewer lines appear to be in good shape and only approximately 10.2% of the 107 lines inspected have significant structural defects that should be fixed.
- The manhole structures are in slightly worse condition, with approximately 31% needing some level of rehabilitation.
- Smoke testing identified 237 clean-outs that have broken, missing, or leaking lids that could be addressed to reduce storm inflow into the system.

## 7.2 Recommendations

### 7.2.1 Maintenance Items

#### Flow Monitoring Items

Based on the 2022 Fall flow monitoring results, seven (7) of the twelve (12) basins showed evidence of inflow sources. Inflow is most often associated with system surcharging because it is the result of sources directly tied into the system and causes rain-induced flows to enter the system much quicker than through infiltration sources.

The best way to detect infiltration sources is by performing sanitary sewer smoke testing. GBA recommends that the City adopt a multi-year inflow-reduction program, similar to what is shown below in Table 7-1, to identify, design, and rehabilitate I&I sources in the leakiest basins. Smoke testing would be the first round of inspections to be completed, and the results of the smoke testing would indicate more specific locations for additional investigations in the form of CCTV and manhole inspections. It is anticipated that approximately 30% of the system will need to be televised, and 25% of the manholes will need further inspection. Once sources and conditions are identified, rehabilitation design documents can be created and construction of repairs accomplished.

Based on the aforementioned quantities, the recommended City annual budget amounts for the investigations should follow the schedule shown below:

- 2023: \$68,225
- 2024: \$104,390
- 2025: \$84,088
- 2026: \$113,745

The basins listed in Table 7-1 were ranked in order from highest to lowest inflow rates as the leakiest basins should be addressed first. These costs also include the estimated costs of Administration, Analysis, and Reporting.

To ensure the most effective discovery, analysis, design, and rehabilitation of I&I sources, a schedule similar to one shown in Table 7-2 is recommended. This schedule is broken up into three phases for each problem area:

1. Field work or Preliminary Engineering – the investigation and analysis of specific basins with a focus on I&I sources. This task will also include post-construction flow monitoring to help determine if I&I was successfully reduced.
2. Design or Final Engineering – the preparation of construction documents, plans, and specifications for competitive sealed bidding.
3. Construction and Observation – the periodic observation of the rehabilitation of defects identified and designed in Phases 1 and 2. Construction observation is crucial at this phase because it will ensure the construction is done correctly and future construction-related failures such as sagging of pipes will be minimized.

The rate of these phases will depend on City budgets and staff availability to work with consultant on the various phases. GBA has seen great success of programs like this in other similarly-sized clients.

#### Manhole Inspection Items

Inspection attempts were made at all manholes assigned to this project to confirm pipe connectivity. Out of the 136 structures selected for inspections and analysis, 6 were not able to be inspected.

- It is recommended that the City locate and inspect the three (3) manholes located in private back-yards: O13-002, O13-021, and O13-025.
- It is recommended that the City uncover the two (2) buried manholes and raise them to grade: O13-004 and O13-012.
- The lift stations along Old Hwy 20 – Carriage Hills and Bell Farms – should be heavily cleaned and calibrated to ensure they are operating with correct levels. The systems upstream of these lift stations showed signs of flow backing up and being held in the lines which leads to deposition of debris, the formation of grease plugs (as was seen in manhole O13-006), and potential back-ups into residents' homes.

#### CCTV Items

The lines identified in Table 7-3 that have sagging in them should be placed on a routine maintenance and inspection schedule. It is recommended that the lines are televised at a minimum every 5 years and

cleaned as needed. If a sag is not cleaned periodically, sump conditions will cause debris to collect, eventually filling the pipe and stopping flow.

Table 7-1 – Inflow Reduction Program for the City of Manor

Focus of Investigations Year Basin Location	Inflow 2024 Basin 3	Inflow 2024 Basin 10	Inflow 2024 Basin 13	Inflow 2025 Basin 2B	Inflow 2025 Basin 8	Inflow 2025 Basin 1	Inflow 2026 Basin 4
Total LF of sewer	22,230	7,366	17,588	9,396	10,672	16,668	37,396
Manholes	91	23	55	28	58	61	105
Total Smoke Testing (LF)	22,230	7,366	17,588	9,396	10,672	16,668	37,396
Cost of Total Smoke Testing	\$ 22,230	\$ 7,366	\$ 17,588	\$ 9,396	\$ 10,672	\$ 16,668	\$ 37,396
Number of Dyed Water Tests	10	4	7	5	5	7	20
Cost of Dyed Water Testing	\$ 1,300	\$ 520	\$ 910	\$ 650	\$ 650	\$ 910	\$ 2,600
% of System to CCTV	30%	30%	30%	30%	30%	30%	30%
Cost of CCTV	\$ 26,676	\$ 8,839	\$ 21,106	\$ 11,275	\$ 12,806	\$ 20,002	\$ 44,875
% of Manholes to Inspect	25%	25%	25%	25%	25%	25%	25%
Cost of Manhole Inspections	\$ 2,275	\$ 575	\$ 1,375	\$ 700	\$ 1,450	\$ 1,525	\$ 2,625
Total Cost of Field Work	\$ 52,481	\$ 17,300	\$ 40,979	\$ 22,021	\$ 25,578	\$ 39,105	\$ 87,496
Administration, Analysis, and Reporting	\$ 15,744	\$ 5,190	\$ 12,294	\$ 6,606	\$ 7,674	\$ 11,731	\$ 26,249
<b>Total Cost of Investigations</b>	<b>\$ 68,225</b>	<b>\$ 22,490</b>	<b>\$ 53,272</b>	<b>\$ 28,628</b>	<b>\$ 33,252</b>	<b>\$ 50,836</b>	<b>\$ 113,745</b>

Table 7-2 – Inflow Reduction Program Schedule for the City of Manor

	2024	2025				2026				2027				2028				
	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	
Basin 3 Investigations Basin 10 Investigations Basin 13 Investigations	Field Work ("Preliminary Engineering")																	
			Design ("Final Engineering")			Construction/Observation			Post-Construction Flow Monitoring									
Basin 2B Investigations Basin 8 Investigations Basin 1 Investigations			Field Work ("Preliminary Engineering")			Design ("Final Engineering")			Construction/Observation		Post-Construction Flow Monitoring							
Basin 4 Investigations							Field Work ("Preliminary Engineering")		Design ("Final Engineering")			Construction/Observation		Post-Construction Flow Monitoring				

Table 7-3 – CCTV Major Defects

Pipe ID	USMH	DSMH	Diam	Matl	PAPC Score	Defect	Defect Dist. From USMH	Comment
<b>O12-009 - O12-008</b>	O12-009	O12-008	8	PVC	4G34	MWLS	50.1, 26.2-196.8	MSA at 50.1 ft DS. due to debris. Rated 3423D, reversal was rated 4G00. Sag rated 3/4 for 30.1 US-196.8 US
<b>O13-010 - O13-009</b>	O13-010	O13-009	8	PVC	4A37	MWLS	175.2-200.1, 227.3-243.2, 315.3	Multiple significant sags in line. 175.2-200.1, 227.3-243.2, 315.3-335.1
<b>O13-016 - O13-015</b>	O13-016	O13-015	8	PVC	4135	MWLS	39.6-66.0	Sag rated 3 from 39.6-66.0 ft DS. MCU rated 4 at 46.5
<b>O13-001 - O13-021</b>	O13-001	O13-021	12	PVC	4100	IR	272.3	Infiltration Runner rated 4 at 272.3ft DS
<b>N12-009 - O12-019</b>	N12-009	O12-019	8	PVC	3700	MWLS	230-265	Sag rated 3 from 230-265ft DS
<b>N13-012 - N12-009</b>	N13-012	N12-009	8	PVC	3112	FL	503	Flow Level rated 3 at 503 ft DS
<b>O12-008 - O12-007</b>	O12-008	O12-007	8	PVC	3424	MWLS	8-23.9, 237.2	Sag rated 3 at 8-23.9ft D and at 237.2ft D. Other minor sags in line rated 2.
<b>O12-019 - O12-018</b>	O12-019	O12-018	8	PVC	382A	MWLS	29-125, 289-361	Sag rated 3 from 29-125 DS and 289-361 DS sags rated 2 also in line
<b>O13-012 - O13-011</b>	O13-012	O13-011	8	PVC	3900	MWLS	190-251, 377-558	Sag rated 3 from 190-251, and 377-558 ft DS
<b>O13-044 - O13-043</b>	O13-044	O13-043	8	PVC	372C	MWLS	126.4-184.5	Sag rated 3 from 126.4-184.5 ft DS. MSA due to debris. Line had significant amount of debris which had to be cleaned. Line rated 3A22 DS initially, rated 372C upon redo. Redo was 241.5D, first pass was 184.6D.
<b>O13-046 - O13-045</b>	O13-046	O13-045	8	PVC	3A25	MWLS	4.5-55.8, 237.8-250.8	Sag rated 3 from 4.5-55.8 DS and again at 237.8-250.8 DS. Sags rated 2 also in line.

## 7.2.2 Construction Items

Based on structural condition assessments of the 127 successfully inspected manholes, it is recommended that the City perform rehabilitation on the 19 manholes with the worst rating. The manholes in need of rehabilitation, as well as the type of rehabilitation recommended, are listed in Table 7-4.

Smoke testing exposed several areas of storm water inflow into the sanitary system that should be addressed.

- It is recommended that the City address the following private I&I sources:
  - Work with homeowner to disconnect the foundation drain at 12828 Doorbell Drive.
  - Check and fix broken caps or replace missing caps on 237 cleanouts listed in Appendix D.

Based on the flow monitoring analysis and the SSES work completed as part of this project, the drainage areas to meter sites 6 and 7 had an excessive infiltration rate, inflow rate, and rain to sewer percentage. The rehabilitation recommendations listed in Tables 7-3 and 7-4 should decrease these I&I rates.

- It is recommended that the City perform post-rehabilitation flow monitoring to see if a reduction in I&I can be measured.

## 7.2.3 Administrative Items

The SSES investigations completed showed that the City's GIS network is lacking correct information on line size and material for several segments.

- It is recommended the City consider performing a system-wide update to incorporate CCTV data and manhole inspection data into their GIS databases. The lines with the necessary changes are listed in Table 7-5.

Table 7-4 – Manholes in Need of Rehabilitation

Manhole ID	Inspection Rating	Location of defect							Recommended Rehabilitation/Maintenance						Comments	
		Frame	FBS	Grade Ring	Chimney	Chamber	Channel	Other	Reset MH part	Install FBS	Line MH	Cleaning	Point Repair	Pipe Seals		Other
O12-003	4			✓		✓			✓	✓				✓		Liner peeling around grade ring and around pipes, manhole offset at grade ring.
O12-004	4					✓					✓					Lining peeling off at bottom of chamber, manhole joint separating at chamber, infiltration at chamber.
O12-006	4					✓			✓		✓					Liner is peeling at the chamber, manhole separation at midpoint.
O12-007	4					✓	✓				✓	✓				Liner bubbles in chamber, flow line obstruction in north in pipe.
O12-008	4					✓	✓				✓	✓				Total liner failure in chamber, south in pipe (dry) full of debris, debris on bench.
O12-010	4						✓				✓					A chunk of PVC pipe is in the mouth of the in pipe .
O12-021	4		✓	✓		✓				✓	✓					Lining around grade ring is peeling all around , cracks around concrete frame surround, major infiltration point at bench of manhole.
O13-005	4							Surcharge				✓				Manhole surcharged, most likely due to back-up from lift station.
O13-006	4				✓		✓				✓	✓				Grease surcharge flowline obstruction and debris, liner failure at mouth of chimney.
O13-013	4		✓	✓	✓			Broken lid		✓	✓	✓			New MH lid	Crack surrounding grade ring, asphalt surrounding manhole cover is broken, roots growing through crack in chimney.
O13-017	4				✓						✓					No lining, large crack all the way around chimney.
O13-023	4							Broken lid							New MH lid	Manhole lid broken.
O13-035	4					✓					✓					Chamber seal is missing, no lining.
O13-036	4					✓					✓					Cracked all the way around chamber and no lining.
O13-037	4		✓		✓					✓			✓			Large crack all the way around chimney, quarter inch in width. I&I staining from under the frame.
O13-038	4		✓		✓					✓			✓			Large crack all the way around and I&I staining.
O13-041	4				✓								✓			Crack surrounding chimney.
O13-058	4				✓	✓					✓					Crack surrounding chimney with liner failure, crack surrounding half of the chamber with bubbling.
UMH-2	4		✓		✓					✓	✓					Manhole between O13-057 and O13-046, large crack surround chimney with void visible. Heavy staining from under frame.

FBS = Frame Base Seal

Table 7-5 – GIS Updates Recommended

USMH	DSMH	Pipe ID	Diam	Material	Length	Comment
<b>N12-001</b>	O12-012	N12-001_O12-012	8	PVC	343	Original length was 338.88
<b>N13-002</b>	N13-001	N13-002_N13-001	8	PVC	218.7	Original length was 199.12
<b>N13-013</b>	O13-050	N13-013_O13-050	8	PVC	394.8	Original length was 371.6
<b>O12-008</b>	O12-007	O12-008_O12-007	8	PVC	240.5	Original length was 288.81
<b>O12-012</b>	O12-002	O12-012_O12-002	12	PVC	146.31	Line appears to be 12", not 8"
<b>O13-017</b>	O13-016	O13-017_O13-016	8	PVC	269.6	Original length was 308.43
<b>O13-020</b>	O13-008	O13-020_O13-008	8	PVC	294.7	Original length was 321.85
<b>O13-021</b>	O13-020	O13-021_O13-020	8	PVC	73.4	Original length was 54.77
<b>O13-023</b>	O13-022	O13-023_O13-022	8	PVC	206.1	Original length was 229.47
<b>O13-024</b>	O13-023	O13-024_O13-023	8	PVC	84.6	Original length was 64.34
<b>O13-026</b>	O13-025	O13-026_O13-025	8	PVC	213.1	Original length was 198.06
<b>O13-035</b>	O13-025	O13-035_O13-025	8	PVC	158.7	Original length was 107.5
<b>O13-036</b>	O13-035	O13-036_O13-035	8	PVC	418.3	Original length was 458.59
<b>O13-040</b>	O13-039	O13-040_O13-039	8	PVC	415.3	Original length was 392.31
<b>O13-043</b>	O12-021	O13-043_O12-021	8	PVC	315.4	Original length was 292.5
<b>O13-044</b>	O13-043	O13-044_O13-043	8	PVC	241.5	Original length was 309.09
<b>O13-045</b>	O13-044	O13-045_O13-044	8	PVC	177.4	Original length was 202.54
<b>O13-056</b>	UMH1	O13-056_UMH1	8	PVC	379.2	New MH labeled UMH1
UMH1	O13-047	UMH1_O13-047	8	PVC	199.2	New MH labeled UMH1
<b>O13-057</b>	UMH2	O13-057_UMH2	8	PVC	368.2	New MH labeled UMH2
UMH2	O13-046	UMH2_O13-046	8	PVC	192.2	New MH labeled UMH2
<b>O13-002</b>	O13-001	O13-002_O13-001	12	PVC	403.9	Original length was 346.96
<b>O13-001</b>	O13-021	O13-001_O13-021	12	PVC	272.3	Original length was 330.88
<b>O12-021</b>	O12-020	O12-021_O12-020	15	PVC	294.5	Original length was 382.66
<b>O12-021</b>	O12-020	O12-021_O12-020	15	PVC	415.4	Original length was 382.66
<b>O12-006</b>	O12-005	O12-006_O12-005	15	PVC	503.3	Original length was 434.11
<b>O12-005</b>	O12-004	O12-005_O12-004	15	PVC	505.2	Original length was 362.54
<b>O12-004</b>	O12-003	O12-004_O12-003	15	PVC	284.2	Original length was 499.1
<b>O12-003</b>	O10-002	O12-003_O10-002	15	PVC	188.9	Original length was 150.46

# Appendix A – Flow Monitoring Site Data

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Due to the size of this Appendix, it will be included as a separate document submitted with this report.

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# Appendix B – Manhole Inspections Rated 3

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MH ID	COVER TYPE	MH MATERIAL	MH DEPTH	RATING	TYPE OF DEFECT	DEFECT LOCATION	COMMENTS
N12-009	Standard	CONC	10.36	3	Maintenance	Bench or Channel	Sanitation debris in invert, grease in invert.
N12-010	Standard	PVC	10.9	3	Structural	Chimney	Liner flaking off with cracks underneath surrounding chimney, grease in channel, manhole cover pick hole is filled with concrete.
N13-010	Standard	CONC	6.59	3	Structural	Frame or Cover	Manhole frame has liner peeling and cracking around it.
O12-005	Bolt Down	CONC	17.4	3	Structural	Grade Ring	Manhole ring offset from grade ring.
O12-009	Standard	CONC	12.61	3	Maintenance and Structural	Bench or Channel	Seems to be heavy debris in invert and on bench, flow obstruction in east in pipe. Liner failure above out pipe in chamber.
O13-008	Standard	CONC	16.19	3	Structural	Grade Ring	Liner bubbling, cracks surrounding reducer.
O13-009	Standard	CONC	16.98	3	Structural	Chimney	Frame deterioration, crack surrounding chimney.
O13-010	Standard	CONC	14.58	3	Structural	Chimney	Cracks surrounding chimney.
O13-011	Standard	CONC	13.85	3	Structural	Grade Ring	Rag obstructing flow, crack surrounding grade ring.
O13-014	Standard	CONC	9.2	3	Structural	Grade Ring	Crack around grade ring.
O13-018	Standard	CONC	8.47	3	Structural	Reducer or Chamber	No lining no cracked all the way around
O13-019	Standard	CONC	6.13	3	Structural	Reducer or Chamber	No liner in manhole, crack all the way around chamber.
O13-020	Standard	CONC	8.26	3	Structural	Grade Ring	Crack surrounding grade ring.
O13-026	Standard	CONC	8.64	3	Structural	Reducer or Chamber	No liner in manhole; crack around manhole chamber.
O13-027	Standard	CONC	6.06	3	Structural	Reducer or Chamber	No liner in manhole, crack around manhole chamber.
O13-028	Standard	CONC	6.13	3	Structural	Reducer or Chamber	No liner around manhole, 2 cracks around manhole chamber.
O13-029	Standard	CONC	8.12	3	Structural	Chimney	Crack all the way around at lower chimney
O13-032	Standard	CONC	6.52	3	Structural	Chimney	Crack along chimney and crying
O13-042	Standard	CONC	6.53	3	Structural	Reducer or Chamber	Crack surrounding chamber.
O13-045	Standard	CONC	12.42	3	Structural	Frame or Cover	Grease in chamber, cracks surround frame liner failing, liner cracks in chamber cracks in liner above north in pipe,
O13-047	Standard	PVC	14.21	3	Structural	Bench or Channel	Bench missing large section of liner, liner cracks on top of both in and out pipe.
O13-057	Standard	CONC	5.27	3	Structural	Chimney	Liner peeling in chimney.

# Appendix C – CCTV Results

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## Project Summary

### Manor 9-8-22

Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO13046MHO13046AA	9/16/2022	Tinker St	MH O13-046	MH O13-046A	PVC	199.7	199.7
MHO12017MH012016A	9/8/2022	Albatross Pass	MH 012-017	MH 012-016	PVC	373.2	373.2
MHN13001MHO13055A	9/15/2022	Carillon Way	MH N13-001	MH O13-055	PVC	402.2	402.2
MHN13013MHO13050A	9/16/2022	Snow Lane	MH N13-013	MH O13-050	PVC	394.8	394.8
MHO13050MHO13049A	9/16/2022	Snow Lane	MH O13-050	MH O13-049	PVC	401.0	401.0
MHO13054MHO13049A	9/16/2022	Ring Dr	MH O13-054	MH O13-049	PVC	246.6	246.6
MHO13049MHO13048A	9/16/2022	Ring Dr	MH O13-049	MH O13-048	PVC	320.8	320.8
MHO13056MHO13047A	9/16/2022	Ship Bell Dr	MH O13-056	MH O13-047	PVC	379.5	379.5
MHO13047MHO13047AA	9/16/2022	Ship Bell Dr	MH O13-047	MH O13-047A	PVC	199.2	199.2

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO13055MHO13048A	9/16/2022	Carillon Way	MH O13-055	MH O13-048	PVC	405.2	405.2
MHN13005MHN13002A	9/15/2022	Carillon Way	MH N13-002	MH N13-005	PVC	170.4	170.4
MHO13057MHO13046A	9/16/2022	Manor	MH O13-057	MH O13-046	PVC	368.2	368.2
MHN13003MHN13002A	9/15/2022	Wedding Dr	MH N13-003	MH N13-002	PVC	402.0	402.0
MHO13053MHO13052A	9/21/2022	Casting Dr	MH O13-053	MH O13-052	PVC	324.2	324.2
MHO13052MHO13051A	9/21/2022	Casting Dr	MH O13-052	MH O13-051	PVC	307.3	307.3
MHO13047MHO13046A	9/21/2022	Carillon Way	MH O13-047	MH O13-046	PVC	279.3	279.3
MHO13046MHO13045A	9/21/2022	Carillon Way	MH O13-046	MH O13-045	PVC	250.8	250.8
MHO13051MHO13045A	9/21/2022	Pealing Way	MH O13-051	MH O13-045	PVC	298.3	298.3
MHO13045MHO13044A	9/21/2022	Pealing Way	MH O13-045	MH O13-044	PVC	177.4	177.4
MHO13044MHO13043A	9/21/2022	Pealing Way - Heavy Cleaning	MH O13-044	MH O13-043	PVC	241.7	184.6

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO13028MHO13027A	9/21/2022	Pine Needle	MH O13-028	MH O13-027	PVC	358.2	358.1
MHO13036MHO13035A	9/21/2022	Forest Sage	MH O13-036	MH O13-035	PVC	418.3	418.3
MHO13038MHO13037A	9/21/2022	High Sierra St	MH O13-038	MH O13-037	PVC	475.1	475.1
MH O13-048MH O13-047AA	9/16/2022	Carillon Way	MH O13-048	MH O13-047A	PVC	288.7	288.7
MHN13006MHN12011A	9/9/2022	Wedding Dr	MH N13-006	MH N12-011	PVC	403.0	403.0
MHO12016MHO12015A	9/8/2022	Albatross Pass	MH O12-016	MH O12-015	PVC	79.5	79.5
MHO12024MHO12015A	9/8/2022	Woodcock Way	MH O12-024	MH O12-015	PVC	283.1	283.1
MHO12015MHO12014A	9/8/2022	Woodcock Way	MH O12-015	MH O12-014	PVC	396.9	396.9
MHO12014MHO12013A	9/8/2022	Woodcock Way	MH O12-014	MH O12-013	PVC	406.6	406.5
MHO12013MHO12012A	9/8/2022	Woodcock Way	MH O12-013	MH O12-012	PVC	335.4	335.4
MHO12027MHO12026A	9/8/2022	Ostrich Trail	MH O12-027	MH O12-026	PVC	413.5	413.5

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO12026MHO12025A	9/8/2022	Ostrich Trail	MH O12-026	MH O12-025	PVC	323.5	323.5
MHO12025MHN12001A	9/8/2022	Ostrich Trail	MH O12-025	MH N12-001	PVC	267.0	267.0
CON13P01MHN3008A	9/9/2022	Wedding Dr.	MH N13-008	CO N13-P01	PVC	170.8	170.8
MHN13002MHN13001A	9/15/2022	Carillon Way	MH N13-002	MH N13-001	PVC	218.7	218.7
MHN13007MHN13006A	9/9/2022	Wedding Dr.	MH N13-007	MH N13-006	PVC	404.7	404.7
MHO13037MHO13024A	9/24/2022	High Sierra St	MH O13-037	MH O13-024	PVC	161.7	161.7
MHN12011MHN12010A	9/9/2022	St. Mary Dr	MH N12-011	MH N12-010	PVC	303.6	303.5
MHN12010MHN12009A	9/9/2022	St. Mary Dr	MH N12-010	MH N12-009	PVC	286.5	286.5
MHN12009MHO12019A	9/9/2022	St. Mary Dr	MH N12-009	MH O12-019	PVC	325.7	325.7
MHO12019MHO12018A	9/9/2022	St. Mary Dr	MH O12-019	MH O12-018	PVC	398.5	398.5
MHN13010MHN13009A	9/15/2022	Door Bell Dr	MH N13-010	MH N13-009	PVC	372.8	372.8

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHN13009MHN12010A	9/15/2022	Door Bell Dr	MH N13-009	MH N12-010	PVC	399.0	399.0
MHN13011MHO13058A	9/15/2022	Chime Dr	MH N13-011	MH O13-058	PVC	505.5	505.5
MHO13058MHN13012A	9/15/2022	Ring Dr	MH O13-058	MH N13-012	PVC	376.1	376.1
MHN13012MHN12009A	9/15/2022	Ring Dr	MH N13-012	MH N12-009	PVC	503.9	503.9
MHN13004MHN13003A	9/15/2022	Wedding Dr	MH N13-004	MH N13-003	PVC	331.2	331.2
MHN13008MHN13007A	9/9/2022	Wedding Dr.	MH N13-008	MH N13-007	PVC	231.2	231.2
MHN12003MHN12002A	9/27/2022	Skimmer Run	MH N12-003	MH N12-002	PVC	135.8	135.7
MHO12009MHO12008A	9/25/2022	Bella Prky - reversal	MH O12-009	MH O12-008	PVC	223.0	50.1
MHO12008MHO12007A	9/25/2022	Bella Prky	MH O12-008	MH O12-007	PVC	240.5	240.5
MHO12009MHO12008A	9/25/2022	Bella Prky - reversal	MH O12-008	MH O12-009	PVC	223.0	196.8
MHO13011MHO13010A	9/24/2022	Indian Oak Bend	MH O13-011	MH O13-010	PVC	182.9	182.9

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO13012MHO13011A	9/24/2022	Indian Oak Bend	MH O13-011	MH O13-012	PVC	167.6	167.6
MHO13010MHO13009A	9/24/2022	Indian Oak Bend	MH O13-010	MH O13-009	PVC	365.0	365.0
MHO13009MHO13008A	9/24/2022	Indian Oak Bend	MH O13-009	MH O13-008	PVC	202.9	202.9
MHO13041MHO13009A	9/24/2022	Camellia Cove	MH O13-041	MH O13-009	PVC	165.1	165.1
MHO13008MHO13007A	9/24/2022	Carriage Hills Dr	MH O13-008	MH O13-007	PVC	327.5	327.5
MHO13019MHO13018A	9/21/2022	Pine Needle	MH O13-019	MH O13-018	PVC	284.8	284.8
MH N12-004MH N12-003	9/27/2022	Skimmer Run	MH N12-004	MH N12-003	PVC	140.0	140.0
MHO13044MHO13043A	9/25/2022	Pealing Way - Heavy Cleaning	MH O13-044	MH O13-043	PVC	241.7	241.5
MHN12002MHN12001A	9/27/2022	Skimmer Run	MH N12-002	MH N12-001	PVC	187.0	187.0
MHN12007MHN12006A	9/27/2022	Skimmer Run	MH N12-006	MH N12-007	PVC	64.4	64.4
MHN12008MHN12006A	9/27/2022	Skimmer Run	MH N12-006	MH N12-008	PVC	50.8	50.8

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO12018MHO12009A	9/27/2022	St Mary Dr	MH O12-018	MH O12-009	PVC	325.2	325.2
MHO13029MHO13015A	9/25/2022	Forest Sage	MH O13-029	MH O13-015	PVC	269.5	269.5
MHO13035MHO13025A	9/25/2022	Manor Forest Sage	MH O13-035	MH O13-025	PVC	158.7	158.7
MHO13043MHO12021A	9/25/2022	Pealing Way	MH O13-043	MH O12-021	PVC	315.4	315.4
MHN12001MHO12012A	9/25/2022	Skimmer Run	MH N12-001	MH O12-012	PVC	343.3	343.0
MHO12012MHO12002A	9/25/2022	Manor Skimmer Run	MH O12-012	MH O12-002	PVC	143.6	143.6
MHN12006MHN12005A	9/27/2022	Skimmer Run	MH N12-006	MH N12-005	PVC	64.9	64.9
MHO13007MHO13006A	9/24/2022	Carriage Hills Dr	MH O13-007	MH O13-006	PVC	138.6	138.6
MHO13015MHO13014A	9/24/2022	Ring Dr	MH O13-014	MH O13-015	PVC	89.1	89.1
MHN12005MHN12004A	9/27/2022	Skimmer Run	MH N12-005	MH N12-004	PVC	91.6	91.4
MHO13023MHO13022A	9/24/2022	Ring Dr	MH O13-022	MH O13-023	PVC	206.1	206.1

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO13024MHO13023A	9/24/2022	Ring Dr	MH O13-023	MH O13-024	PVC	84.6	84.6
MHO13025MHO13024A	9/24/2022	Ring Dr	MH O13-024	MH O13-025	PVC	305.4	305.4
MHO13026MHO13025A	9/24/2022	Ring Dr	MH O13-025	MH O13-026	PVC	213.1	213.1
MHO13022MHO13021A	9/24/2022	Ring Dr	MH O13-022	MH O13-021	PVC	309.6	309.6
MHO13020MHO13008A	9/24/2022	Pecan Hill Cove	MH O13-020	MH O13-008	PVC	294.7	294.7
MHO13021MHO13020A	9/24/2022	Pecan Hill Cove	MH O13-020	MH O13-021	PVC	73.4	73.4
MHO13031MHO13014A	9/24/2022	High Sierra St	MH O13-031	MH O13-014	PVC	276.6	276.6
MHO13017MHO13016A	9/24/2022	Pine Needle	MH O13-017	MH O13-016	PVC	269.6	269.5
MHO12010MHO12009A	9/25/2022	Bella Prky	MH O12-010	MH O12-009	PVC	402.2	402.2
MHO13014MHO13013A	9/24/2022	Ring Dr	MH O13-013	MH O13-014	PVC	298.9	298.9
MHO12011HO12010A	9/25/2022	Bella Prky	MH O12-011	H O12-010	PVC	202.2	202.2

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Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO13016MHO13015A	9/24/2022	Ring Dr	MH O13-015	MH O13-016	PVC	204.8	204.8
MHO13018MHO13017A	9/21/2022	Manor	MH O13-018	MH O13-017	PVC	258.9	258.9
MH O13-030MH O13-029	9/21/2022	Forest Sage St	MH O13-030	MH O13-029	PVC	403.7	403.7
MHO13032MHO13031A	9/21/2022	High Sierra St	MH O13-032	MH O13-031	PVC	281.9	281.9
MHO13040MHO13039A	9/21/2022	Ring Dr	MH O13-040	MH O13-039	PVC	415.3	415.3
MHO13039MHO13022A	9/21/2022	Ring Dr	MH O13-039	MH O13-022	PVC	205.7	205.7
MHO13034MHO13033A	9/21/2022	Ring Dr	MH O13-034	MH O13-033	PVC	283.5	283.5
MHO13033MHO13013A	9/21/2022	Ring Dr	MH O13-033	MH O13-013	PVC	277.2	277.2
MHO13042MHO13007A	9/25/2022	Prairie Sage Cove	MH O13-042	MH O13-007	PVC	200.5	200.5
MHO13027MHO13026A	9/24/2022	Pine Needle	MH O13-027	MH O13-026	PVC	213.8	213.8
MHO13013HO13012A	9/24/2022	Ring Dr	MH O13-013	MH O13-012	PVC	212.5	212.5

Number of inspections: 97

**Subtotal 26,616.6 ft 26,359.2 ft**

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## Project Summary

### Manor - Heavy cleaning & CCTV 12-28-22 thru 1-30-23

Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO12-002_MHO12-001A	1/30/2023	Skimmer Run - Old Tx-20 Hwy Easement	MH O12-002	MH O12-001	PVC	81.2	81.1
MHO12-003_MHO12-002A	1/27/2023	Old Tx-20 Hwy Easement	MH O12-003	MH O12-002	PVC	188.9	188.9
MHO12004_MHO12003A	1/27/2023	Old TX 20 Hwy Easement	MH O12-004	MH O12-003	PVC	284.2	284.2
MHO12-005_MHO12-004A	1/18/2023	Old Tx-20 Hwy Easement	MH O12-005	MH O12-004	PVC	505.2	505.2
MHO12-006_MHO12-005A	1/18/2023	Old Tx-20 Hwy Easement	MH O12-006	MH O12-005	PVC	503.3	503.3
MHO12-007_MHO12-006A	1/18/2023	Old Tx-20 Easement	Drive MH O12-007	MH O12-006	PVC	504.9	504.9
MHO12-020_MHO12-007A	1/17/2023	Old Tx-20 Easement	MH O12-020	MH O12-007	PVC	294.5	294.5
MHO12-021_MHO12-020A	1/17/2023	Old Tx-20 Easement	MH O12-021	MH O12-020	PVC	415.4	415.4
MHO13-003_MHO13-002A	12/29/2022	Casting Dr-Old Tx-20 Hwy Easement	MH O13-003	MH O13-002	PVC	263.6	263.6

Tunnel Vision Pipeline Cleaning and Video Inspection, Inc.  
512-581-8669



Main ID	Date	Address	Start MH	Finish MH	Pipe	Asset length	Surveyed Length
MHO13-002_MHO13-001	12/29/2022	Old Tx-20 Hwy Easement	MH O13-002	MH O13-001	PVC	403.9	403.9
MHO13-001_MHO12-021A	12/29/2022	Old Tx-20 Hwy Easement	MH O13-001	MH O12-021	PVC	272.3	272.3
MHO13-004_MHO13-003A	12/28/2022	Old Tx-20 Hwy Easement	MH O13-003	MH O13-004	PVC	139.4	139.4
MHO13-005_LS05A	12/28/2022	Old Tx-20 Hwy Easement	MH O13-005	LS05	PVC	58.8	58.8
MHO13-006_MHO13-005A	12/28/2022	Carriage Hills Drive -Old Tx-20 Hwy Easement	MH O13-006	MH O13-005	PVC	302.4	302.3

Number of inspections: 14

**Subtotal**                    **4,218.0 ft**    **4,217.8 ft**

**Total**                        **4,218.0 ft**    **4,217.8 ft**

# Appendix D – Defective Clean-out List

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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an amendment to the Space Needs Assessment and Facilities Master Plan Contract with PGAL.

**BACKGROUND/SUMMARY:**

- PGAL was chosen by Council on February 2, 2022
- April 6, 2022 a professional services contract was awarded and signed to PGAL
- May 3, 2023 PGAL presented the City facility needs assessment findings

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

- Scope & Proposal Letter for Concept Design Services

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council approve the Scope & Proposal Letter for Concept Design Services with PGAL.

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



May 11, 2023

Scott Moore  
City Manager  
City of Manor  
Phone: 512-215-8290  
E-mail: smooore@cityofmanor.org

Add Service to Space Needs Assessment And Facilities Master Plan Contract:  
Scope & Proposal Letter for CONCEPT DESIGN SERVICES

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
DALLAS/FORT WORTH  
DENVER  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

Dear Mr. Moore,

Based on our work on the City's **Space Needs Assessment and Facilities Master Plan**, the City is considering the need for the following projects: a New Police Complex, a new City Hall, a new Recreation Center, a new City Warehouse, and a Library. As the City decides which projects to accomplish in the short term and potentially include on a bond election item, we propose to assist by providing concept design and rendering imagery to support the bond election for the Police Complex, City Hall, and Recreation Center.

#### **CHARACTER AND EXTENT OF SERVICES: CONCEPT DESIGN SERVICES**

Services will include the following Architectural (Phase 1, Phase 2, Phase 3) and Budget Verification (Phase 4) services:

1. Phase 1: Establish design aesthetic preference:
  - a. City to establish a 'Design Committee' to assist in determining preferred design aesthetic/style for the projects
  - b. PGAL will host two design aesthetic meetings with the Design Committee to discuss and determine preferred aesthetic. PGAL will provide a presentation of precedent imagery of various styles for Committee to react to.
  - c. PGAL to provide a PDF package of images reflecting the aesthetic preferences and goals of the Design Committee.
  - d. Phase 3 renderings' aesthetic style will be based on Design Committee aesthetic direction.
  
2. Phase 2: Site Plans
  - a. Provide concept site plans to serve as the basis for Phase 3 Renderings:
    - i. Police Complex: site layout of full program on a generic 10 acre site or actual site (if a site is selected/purchased)
    - ii. City Hall: site layout of full program on a generic 5 acre site or actual site (if a site is selected/purchased)
    - iii. Recreation Center: site layout of full program on a generic 5 acre site or actual site (if a site is selected/purchased)

- 3. Phase 3: Renderings
  - a. Provide concept rendering imagery using established design aesthetic during Phase I.
    - i. Police Complex: 3 exterior rendering views
    - ii. City Hall: 3 exterior rendering views
    - iii. Recreation Center: 3 exterior rendering views
  - b. Renderings will be provided as digital files for use in bond support graphics, website, and printed materials.
  - c. PGAL will create graphic boards with the renderings and project information that can be printed and mounted on rigid boards for display.
  
- 4. Phase 4: Budget Estimate Verification
  - a. PGAL provided high level budget estimates for the Needs Assessment. This phase includes an allowance to engage a cost estimating firm to double check and verify the high level budgets. PGAL will provide estimator with the needs assessment budget, the site plans, and the renderings. The cost estimator will adjust based on their experience/expertise.

**COMPENSATION**

We understand the architectural design fee will be based on an ‘hourly not-to-exceed’ fee structure. The table below

Service	Fee
Phase 1 : Establish Design Aesthetic	\$5,000
Phase 2: Site Plans:	
Police Complex	\$4,000
City Hall	\$4,000
Recreation Center	\$4,000
Phase 3: Renderings:	
Police Complex	\$8,000
City Hall	\$8,000
Recreation	\$8,000
Phase 4: Budget Verification (by Cost Estimator)	\$5,000
TOTAL	\$46,000

Reimbursable Costs:

We would expect to be reimbursed for any out-of-pocket expenses we incur on behalf of the project such as cost of reproduction, plotting, special handling or delivery, and travel. Reimbursable expenses will be billed at our cost, plus a 10% service charge. We would recommend a reimbursable expenses budget of \$1,000.00 be established for the project. Note: this allowance would include cost of printing six large boards of the renderings for public display.

Thank you for the opportunity to continue service the City on these important projects. Please don't hesitate to call should you have any questions regarding this proposal.

Sincerely,



PGAL  
Cris Ruebush, AIA, LEED AP

Approved and Accepted by:

---

Name Date

---

Title



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on creating the City Facilities Design Committee, appointing Mayor Harvey and two (2) City Councilmembers to the City Facilities Design Committee with City staff.

**BACKGROUND/SUMMARY:**

On May 3, 2023, the City Council was presented the City of Manor Facility needs assessment findings for our current and future space needs for City Hall and Police Department operations as well as future warehouse and recreational facilities. The next step is to form the ad hoc committee that will evaluate facility design concepts and initiate the process of conducting public engagement meetings to seek citizen input for our future facilities. This committee will consist of Mayor Harvey, two (2) City Councilmembers, City Manager and the Department Heads.

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

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council appoint Mayor Harvey and two (2) Councilmembers to the City Facilities Design Committee.

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





## **City of Manor**

# **REQUEST FOR PROPOSALS**

**Proposal Reference Number:** 2023-27

**Project Title:** City Branding and Ongoing Communications Services

**Proposal Closing Date:** June 2, 2023

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**City of Manor, Texas**  
**Request for Proposals**  
**Introduction**

- A. Project Overview: The City of Manor is requesting proposals and seeks to hire a qualified firm for the development of a comprehensive brand for the City of Manor, as well as for ongoing communications services, as detailed in Appendix A - Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to Scott Moore, City Manager, at [smoore@manortx.gov](mailto:smoore@manortx.gov).
  - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the City Manager.
  - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to the City of Manor website ([www.cityofmanor.org](http://www.cityofmanor.org)). All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry” unless such reply is made by such formal written addendum.
  - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix
- C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

## 2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B - Proposal.

Proposer: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

City of Manor ("City"): The City of Manor, Texas.

City Secretary's Office: The office of the City Secretary of the City of Manor, located at 105 E. Eggleston St., Manor, Texas 78653. (512) 272-5555.

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A - Scope of Service.

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A- Scope of Services.

## 3. General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

## 4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

## 5. Proposal Submittal Requirements

- A. Submittal Packet Format and Required Content: Proposals should be prepared in accordance with the instructions outlined in Appendix B, and C. Utmost attention should be given to accuracy, completeness, and clarity of content. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. All Proposal Documents must be prepared in single-space type on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The proposal submittal should include two (2) hard copies and one (1) electronic copy on a flash drive. Proposals should be submitted in a sealed envelope with the following information marked plainly on the front:

- B. **Submittal Deadline:** The deadline for submittal of Proposals shall be 10:00 A.M. (CST), Friday, May 26, 2023. It is the Proposer's responsibility to have the Proposal Documents correctly submitted by the deadline. No extensions will be granted and no late submissions will be accepted.
- C. **Key Events Schedule:**

Proposal Release Date	3:00 PM (CST) Friday, May 19, 2023
Sealed Proposals Due to City	10:00 AM (CST) Friday, June 2, 2023
Anticipated Committee Evaluation Review	Tuesday, June 6, 2023
Anticipated City Council Approval	Wednesday, June 21, 2023
Anticipated Contract Award	Friday, June 23, 2023

- D. **Proposals Received Late:** Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded by City staff when the proposal is delivered shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. **Alterations or Withdrawals of Proposal Document:** Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. **Validity Period:** Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

**6. Proposal Evaluation and Contract Award**

- A. **Proposal Evaluation and Contract Award Process:** All proposals must not exceed \$50,000. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.
- B. **Proposal Evaluation Factors:**

Emphasis	Factor
25%	Firm Experience and Qualifications
25%	Project Team
20%	Project Approach and Timeline
20%	Project Cost/Fee Schedule
10%	References

- C. **Completeness:** If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP,

City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.

- D. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A- Scope of Services or Appendix B- Proposal, the Appendices shall prevail.
- E. Sub-Contractor/Partner Disclosure: A single firm or multiple firms may propose the entire solution. If the proposal by any firm requires the use of subcontractor, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by subcontractor.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. Terminate for Cause: The occurrence of more of the following events will justify termination of the contract by the City of Manor for cause:
- i. The successful proposer fails to perform in accordance with the provisions of these specifications; or,
  - ii. The successful proposer violates any of the provisions of these specifications; or,
  - iii. The successful proposer disregards laws or regulations of any public body having jurisdiction; or,
  - iv. The successful proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v. If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Manor may terminate the contract by giving the successful proposer seven (7) days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi. When the contract has been so terminated by the City of Manor, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- I. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed, to the extent said services are satisfactory.

## Appendix A - Scope of Services

### 1. **Project Title:** City Branding and Ongoing Communications Services

### 2. **Background and Scope of Services:**

Located in eastern Travis County, the City of Manor has experienced explosive growth that has transformed what was a small, rural town of 1,200 people just 20 years ago into a thriving community of more than 18,000 residents today.

With Manor's growth projected to continue in the coming years, the City seeks to create a new brand identity that captures the unique personality and strengths of the evolving community and helps distinguish it from other fast-growing Central Texas municipalities.

Ultimately, the City aims to define the community as a highly and uniquely desirable place to live, visit, build a career or locate a business.

The City of Manor seeks the services of an experienced public relations and branding consultant to help develop this unique brand and tell the positive story of Manor on an ongoing basis as the City's public agency of record.

#### **PROJECT SCOPE**

- A. **Develop a New Brand** - The City seeks to develop a distinct, comprehensive brand that will visually represent Manor and its place within Central Texas. The consultant should demonstrate experience with municipal branding.

The selected firm will be expected to complete the following:

- **Market Research** - Complete an audit of the City's existing brand and materials; analyze branding of neighboring Central Texas municipalities; work with key stakeholders to better understand what sets Manor apart.
- **Brand Development** - Create an eye-catching brand that is visually appealing, memorable and flexible enough to work across departments.
- **Brand Positioning and Messaging** - Update the City's messaging to capture the spirit of Manor and ensure all departments are talking about the City in the same way.
- **Collateral Development** - Once the new brand is finalized, create collateral, gateway and wayfinding signage to deploy across the City of Manor.

- B. **Ongoing Marketing and Communications** - the City seeks a firm that will also serve as its public relations agency of record. This firm will assist with all forms of communication across all City departments and entities including: City Council, the Police Department, Public Works, Tourism, Human Resources, Economic Development and Finance.

The selected firm will be expected to assist with the following:

- **Communications Strategy** - The consultant will help devise and implement communications strategies identified and as needs arise, providing staff with counsel on messaging, stakeholder outreach, communication channels and reputation management. The consultant should have a thorough understanding of the issues and needs of the local environment and of Central Texas in general.
- **Media Relations** - The consultant will work with the City to secure opportunities to proactively tell the positive story of Manor through traditional media and assist with media inquiries. The consultant should demonstrate experience with and knowledge of the Central Texas media landscape.
- **Media Training** - The consultant will conduct media training for City spokespeople across departments.
- **Crisis Communications** - The consultant will provide counsel to staff and help coordinate the City's communication with the public and the media when crises arise. The consultant should demonstrate experience with crisis communications, ideally as relates to municipalities or public entities.
- **Public Education and Community Engagement** - The City may need to conduct education campaigns in support of future bond and other elections. The consultant should be able to demonstrate a history of successful public education and community engagement efforts for bond elections in Central Texas.
- **Wayfinding and Signage throughout the City** – design, placement and frequency
- **Recruitment** - As Manor grows, so do the staffing needs across departments. The consultant will be expected to develop a recruitment strategy, work with staff to implement that strategy, create materials, etc.

## Appendix B - Proposal

Submittal Checklist: (To determine validity of proposal)

- \_\_\_\_\_ Firm Experience and Qualifications
- \_\_\_\_\_ Project Team
- \_\_\_\_\_ Project Approach and Timeline
- \_\_\_\_\_ Project Cost/Fee Schedule
- \_\_\_\_\_ References -Appendix B, page 11
- \_\_\_\_\_ Additional Information -Appendix B, pages 11 and 12
- \_\_\_\_\_ Appendix C, page 16, Conflict of Interest Form

All proposals submitted to the City of Manor shall include this page with the submitted Proposal

RFP Number:	2023-27		
Project Title:	City Branding and Ongoing Communications Services		
Submittal Deadline:	10 a.m. (CST) Friday, June 2, 2023		
Submittal Location:	<b>Manor City Hall</b> Attn: City Secretary's Office 105 E. Eggleston St. Manor, Texas 78653		
Proposer Information:			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #		Fax Number	
Phone Number			
E-Mail Address:			
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer. Printed Name and Position of Authorized Representative: _____  Signature of Authorized Representative: _____  Signed this, _____ (day) of _____ (month), _____ (year)			

## Appendix B- Proposal (continued)

**REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION, ORGANIZED INTO SECTIONS:**

- A. Firm Experience and Qualifications
- B. Project Team
- C. Project Approach and Timeline
- D. Project Cost/Fee Schedule
- E. References
- F. Additional Information

**1. Proposal Format**

- A. Firm Experience and Qualifications: Please provide information about your company, experience and services. Respond to each item and provide supporting documentation, as requested or desired.
  - i. Company name, address, website, telephone number, email address
  - ii. Name and contact information of single point of contact
  - iii. Name/signature and contact information of person with binding authority to enter into contracts
  - iv. An overview of your company's history including detailed information on firm size, number of employees, years in business, and financial stability
  - v. Provide information on current workload and how this project will be accomplished with current staff
  - vi. Provide a description and images of a minimum of three similar, relevant projects to the scope of services requested. Include reference information for the projects including an email or phone number for the primary contact.
  - vii. Please provide any additional information about your company's unique abilities to meet the project requirements as described in this RFP.
- B. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing the services proposed and include information which details their experience. Indicate the functions each person will perform and list the percentage of time assigned staff will dedicate to this project.
- C. Project Approach and Timeline: Demonstrate your understanding of the scope of work and describe your timeline and approach to completing each phase of the project. Provide a clear project schedule noting delivery dates for all deliverables covered by the RFP. Include a description of specific tasks or information you will require from City staff.
- D. Project Cost/Fee Schedule: Provide a detailed schedule of all fees by phase, including reimbursable expenses. Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

E. References: Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein. Please include Municipal references.

**Reference #1**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

**Reference #2**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

**Reference #3**

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

- F. Additional Information: Provide the following, along with a signed Conflict of Interest Questionnaire.
- i. Trade Secrets and/or Confidential Information: This proposal [  ] (does) [  ] (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.
  - ii. Federal, State and/or Local Identification Information:
    - a. Centralized Master Bidders List registration number: \_\_\_\_\_
    - b. Prime contractor HUB / MWBE registration number: \_\_\_\_\_
    - c. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
  - iii. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder, all purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

[  ] **Yes, Others can purchase** [  ] **No, Only the City can purchase**

***CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

**1. Delivery of Products and/or Services**

- A. Term of Contract and Option to Extend: Any contract resulting from this RFP shall be effective for twelve (12) months from date of award, with a one (1) year renewal option pending annual budget appropriation.
- B. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net thirty (30) days upon receipt of invoice.
- C. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- D. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**2. Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- D. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be

delivered to the City.

- E. Gratuities/ Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- F. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- G. Required Licenses: Proposer certifies that they hold all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- H. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

### 3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
  - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

## Appendix C - Form CIQ

### **INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE**

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve (12) month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve (12) month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - i. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - ii. contracts for the purchase or sale of real property, personal property including an auction of property;
  - iii. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or,
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of the City of Manor who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire"(FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. the questionnaire - no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire -within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven (7) business days after the person received notice of a violation,

**NOTE:** The City does not have a duty to ensure that a person files a Conflict-of-Interest Questionnaire.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b>                      This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.00G(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>Name of person who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.00'1(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

**A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?**

Yes       No

**B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?**

Yes       No

**C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?**

Yes       No

**D. Describe each employment or business relationship with U1e local government officer named in this section.**

\_\_\_\_\_  
Signature or person doing business with the governmental entity

Date

## Appendix D – Professional Service Agreement (Example)

### PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter, the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the City of Manor, Texas, a Texas home rule municipality (hereinafter, the “City”) and \_\_\_\_\_, a Texas \_\_\_\_\_ (hereinafter the “Consultant”).

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and Consultant as set forth therein, the City and Consultant agree to the following terms and conditions of Agreement:

- I. Project and Employment.
  - a. The City agrees to employ the Consultant to perform the professional services for the purpose of \_\_\_\_\_ (hereinafter, the “Project”) as described in greater detail in the Consultant’s proposal and the various attachments attached thereto which are attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any term or condition in **Exhibit A** conflict with any term or condition in this Agreement, the term and conditions in this Agreement shall control.
  - b. Notwithstanding anything to the contrary contained in this Agreement, City and Consultant agree and acknowledge that City is entering into this Agreement in reliance on Consultant’s special and unique abilities. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement. Consultant acknowledges that Consultant shall be solely responsible for determining the methods for performing the services described in **Exhibit A**. Consultant covenants with City to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of City in accordance with City’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Consultant warrants, represents, covenants, and agrees that all of the work to be performed by Consultant under or pursuant to this Agreement shall be done (i) with the Consultant skill and care ordinarily provided by competent [professionals, engineers or architects], as the case may be, practicing under the same or similar circumstances and applicable Consultant license; and (ii) as expeditiously as is prudent considering the ordinary Consultant skill and care of a competent [professional, engineer or architect], as the case may be.
  - c. The Consultant will be responsible for supplying all tools and equipment necessary for the Consultant to provide the services set forth in **Exhibit A**.
  - d. The City may, from time to time require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this Agreement.
  - e. All reports, plans, specifications, computer files and other documents prepared by Consultant for which Consultant has been compensated pursuant to this Agreement shall be the property of City. Consultant will deliver to City copies of the prepared documents and materials. Consultant shall make all documents and related data and material utilized in developing the documents available to City for inspection whenever requested. Consultant may make copies of any and all such documents and items and retain same for its

files. Consultant shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than Consultant subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change and use and shall be appropriately marked to reflect what was changed or modified.

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- f. This Agreement will begin on the Effective Date and shall expire on the completion of all the tasks required under this Agreement or the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, whichever occurs first.
- g. The Consultant will provide the scope of work as described in **Exhibit A**.
- h. In performing the services under this Agreement, the Consultant is acting as an independent contractor. No term or provision herein will be construed as making the Consultant the agent, servant, or employee of the City or as creating a partnership or joint venture relationship between the City and the Consultant.
- i. The cost of the Project will not exceed \$\_\_\_\_\_.00 and shall be paid by the City as the tasks are completed and accepted by the City on a monthly basis through invoices submitted by Consultant and as outlined in the following chart:

Project initiation	\$
	\$
	\$
Report	\$
Total	\$

- j. Any additional professional services or other expenses must be approved by the City and those amounts amended to this Agreement.
- k. The Consultant will begin work on the Project \_\_\_\_\_, 20\_\_, or as soon as a notice to proceed is provided to Consultant, and will complete the Project by \_\_\_\_\_, 20\_\_.

II. Other Provisions:

- a. Termination. This Agreement may be terminated by the City upon thirty (30) days written notice to Consultant in the event that the Project is abandoned or indefinitely postponed in which event, Consultant shall be compensated for all services performed to termination date.
  - i. Copies of all completed or partially completed reports prepared under this Agreement prior to the effective date of termination shall be delivered to City as a pre-condition to final payment.
- b. Choice of Law. It is contemplated that this Agreement shall be performed in Travis County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- c. **INDEMNIFICATION. Consultant hereby expressly agrees to indemnify, protect and hold harmless the City, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, failure to pay a subprofessional, or supplier, error or omission of Consultant or any of its subconsultants and/or subcontractors in connection with the performance of services under this Agreement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's agent, subconsultant under contract, or another entity over which Consultant exercises control; provided, however, Consultant shall not be responsible for the negligence of any other party, other than its subconsultants and/or**

**subcontractors. The Consultant's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement. This Section (Indemnification) shall survive termination and/or completion of this Agreement.**

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- d. NOTICES. Any and all notices under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by national courier services or U.S. Certified Mail, return receipt requested, addressed as follows (or as amended in writing in the future), or by other commercially reasonable means. Notice may not be given by email alone.

Notice to the City:

Notice to Consultant:

City of Manor  
Attn: Scott Moore  
105 E. Eggleston St.  
Manor, TX 78653

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to :

With a copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 E. Anderson Lane  
Austin, TX 78752

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Consultant and their respective successors, executors, administrators, and assigns. Neither the City nor Consultant may assign, sublet, or transfer his interest in or obligations under this Agreement without prior written consent of the other party hereto.
- f. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Consultant shall furnish the City with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- g. This Agreement and exhibits represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.
- h. ENTITY STATUS. By my signature below, I certify that Consultant is a Texas Corporation duly authorized to transact and do business in the State of Texas, and the individual executing this agreement on behalf of the Consultant is vested with the authority to bind the Consultant to this Agreement.
- i. Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
- j. Statutory Verifications.
  - i. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott

Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 208.001 of the Texas Government Code, as amended.

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- ii. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- iii. The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- iv. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- v. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

**[SIGNATURE PAGES FOLLOW]**

**CITY OF MANOR,**  
a Texas municipal corporation

By: \_\_\_\_\_  
Christopher Harvey, Mayor

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

**CONSULTANT:**

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a \_\_\_\_\_,  
\_\_\_\_\_ corporation

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT A  
(SEE ATTACHED)**

*Item 19.*



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** May 17, 2023  
**PREPARED BY:** Scott Jones, Director  
**DEPARTMENT:** Economic Development

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance of the City of Manor Texas, repealing Ordinance No. 309.

**BACKGROUND/SUMMARY:**

Ordinance No. 309 was passed in June of 2006 and created Investment Zones One, Two, and Three, pursuant to the Texas Tax Code Section 312.202 for the purpose of providing tax incentives to stimulate economic development. The designation of a reinvestment zone by a municipality expires without renewal after five years by a function of Texas Tax Code Section 312.203 (Ordinance No. 309 uses the term, "Reinvestment Zone," however, the Texas Tax Code uses the term, "investment zone"). Ordinance No. 309 was not renewed prior to its expiration date.

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

- Ordinance No. 704
- Ordinance No. 309

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve Ordinance No. 704 repealing Ordinance No. 309.

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

**ORDINANCE NO. 704**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, REPEALING  
ORDINANCE NO. 309; PROVIDING SEVERABILITY; SAVINGS  
CLAUSE; OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND  
PROVIDING FOR RELATED MATTERS**

**WHEREAS**, the City Council of the City of Manor, Texas, passed Ordinance No. 309 on the 21<sup>st</sup> day of June 2006 to create certain reinvestment zone to stimulate economic development pursuant to Texas Tax Code § 312.202; and

**WHEREAS**, without renewal, economic investment zones created under Texas Tax Code expire after five years as a function of Texas Tax Code § 312.

**WHEREAS**, Ordinance No. 309 has expired by function of the aforementioned Texas Tax Code and should be repealed to eliminate confusion with the City of Manor's current economic incentive policy.

**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 part hereof for all purposes as findings of fact.

**Section 2. Repeal of Ordinance No. 309.** Ordinance No. 309 is hereby repealed in its entirety.

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

**Section 4. Savings Clause.** The City Council of the City of Manor, Texas, hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work, or portion of this ordinance is declared invalid, or unconstitutional by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that said remaining portions shall continue in full force and effect.

**Section 5. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance be held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was considered 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.

**Section 7. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**PASSED AND APPROVED** on this the 17<sup>th</sup> day of May 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

ORDINANCE NO. 309

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CREATING "REINVESTMENT ZONE NUMBER ONE, CITY OF MANOR"; "REINVESTMENT ZONE NUMBER TWO, CITY OF MANOR"; "REINVESTMENT ZONE NUMBER THREE, CITY OF MANOR"; MAKING FINDINGS OF FACT; PROVIDING DEFINITIONS; ESTABLISHING BOUNDARIES OF THE ZONES; PROVIDING A TERMINATION DATE FOR THE ZONES; AND FOR RELATED MATTERS.**

**Whereas**, Chapter 380, Tex. Loc. Gov't Code and the Texas Constitution, Article III, Section 52-a permit and authorize the City to offer and extend incentives to attract and keep economic development;

**Whereas**, the City of Manor, although existing for over ninety years and within a short commute from downtown Austin, has not experienced economic growth comparable to the Austin metropolitan area and finds the properties identified as reinvestment zones meet one or more of the requirements of § 312.202, *Tex. Tax. Code* resulting in the arrest or impairment of sound growth;

**Whereas**, the creation of reinvestment zones with boundaries as hereinafter described will enable the City to obtain investments and job creation in the City and within the boundaries of the reinvestment zones; and

**Whereas**, improvements within the reinvestment zones will enhance the value of all taxable real property in the zones and benefit the entire city;

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

**Section 1. Findings.** That the facts and recitations hereinabove set out are hereby found and declared to be true and correct and are incorporated herein as findings of fact.

**Section 2. Purpose.** (a) The city is committed to the promotion of quality development in all parts of the city and to improving the quality of life for its citizens. In order to help meet these goals, the city will consider providing tax incentives and other incentives within the "reinvestment zone" to stimulate economic development within the city. It is the policy of the city that such incentives will be provided in accordance with the procedures and criteria outlined in this document. However, nothing in this policy shall imply or suggest, by implication or otherwise, that the city is under any obligation to provide any incentive to any applicant; and all such decisions and actions shall be at the sole discretion of the city council. All applicants for tax incentives and other economic development incentives will be considered on an individual basis.

(b) It is the intent of the city to offer tax incentives and other economic development incentives on an individual basis so that the total package of incentives, if any, may be

designed specifically for each project which is proposed. This approach will allow the city the flexibility necessary to satisfy the unique needs and concerns of each applicant and the needs and concerns of the city and its citizens.

(c) The City of Manor has been incorporated for over ninety years and has experienced very limited economic growth although it is on the outskirts of the City of Austin. The City's infrastructure and facilities require significant investments to improve properties to support economically beneficial uses. The City is designating three zones based on the differing status of properties requiring more or less infrastructure and based on the desired uses. The City Council finds the development of the properties in the zones will not occur solely through private investment in the reasonably foreseeable future and therefore has determined that incentives are appropriate.

**Section 3. Definitions.** The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Company Sales Tax Revenues* means the City's share received from the State Comptroller's Office of a one percent (1%) municipal sales tax, such as that presented in effect pursuant to Texas Tax Code §§ 321.101 and 321.103, resulting from (i) sales tax collected by the Company, and (ii) sales/use tax paid directly by the Company under its sales tax permit. For purposes of this Ordinance, Sales Tax Revenues shall be determined to be the amount remitted by Company to the State Comptroller's Office for the benefit of the City of Manor, less the applicable administrative charge, as set forth in the records prepared by the Company and submitted to the State Comptroller.

*Developer* means an owner or person with rights to develop a tract of property being larger than one-hundred contiguous acres in size for replatting and redevelopment as a comprehensive master-planned development with only eligible facilities for which the developer is required to construct eligible infrastructure as a condition precedent to the location of eligible facilities thereon.

*Eligible facility* means a structure or building that is designed, constructed or remodeled for use as a commercial, retail, or industrial business purpose and that is located wholly within the "reinvestment zone."

*Eligible Infrastructure* means additional infrastructure not required as part of the City's standard subdivision process which is dedicated to the City for public use and, if approved, maintenance.

*End Use Operator* means an owner or tenant adding new value to an eligible facility within a reinvestment zone for which a Developer is not receiving tax incentives who adds qualifying new value and a qualifying number of FTE's.

*Full-Time Equivalent Employee* or "FTE's" means an employee position on the eligible facility scheduled to work or compensated for a standard 40 hour work week for the equivalent of 2,080 hours per year as more particular described by the U.S. Department of Labor. Positions

not filled at least eleven months out of the year with an actual employee legally eligible to work in the United States shall not be counted toward the FTE nor shall owners or operators with an interest in the business be included.

*New employment* means that not less than the number full-time equivalent employee positions that will be maintained or created pursuant to the minimum requirements and criteria set forth in Sections 6 and 7 and: (1) At least 25 percent of the jobs provided will be made available to residents of the city; (2) At least 50 percent of the jobs provided will be made available to residents of the county; and (3) Compliance with the requirements of local hiring will remain in effect for the entire period that economic incentives are being offered.

*New value* means the net increase in the value of an eligible facility, including the real estate, improvements and fixtures, together with the machinery and equipment therein added after entering an agreement for tax incentives.

*Reinvestment zone* means that area of the city identified as a reinvestment zone in a current ordinance; such designation being made by the city council in the manner specified in Tex. Tax Code, §§ 312.201 or 312.2011.

*Retail Use* means a business generating at least 60% of its revenues from taxable sales or services.

*Tax Incentives* shall be an agreement for abatement or rebate of taxes, by separate agreement agree to abate or rebate all or a portion of the ad valorem tax, excluding any portion thereof required to pay an interest in sinking fund obligation, and may include a rebate of Company Sales Tax Revenues, with either the developer or end use operator but not both.

**Section 4. Reinvestment Zone.** There is hereby created the "Reinvestment Zone Number One, City of Manor", "Reinvestment Zone Number Two, City of Manor", and "Reinvestment Zone Number Three, City of Manor" pursuant to *Chapt. 312, Tex. Tax Code*.

**Section 5. Boundaries and Designated Purposes of the Zones.** Reinvestment Zone 1, 2, and 3 shall be located within the corporate boundaries of the City of Manor, Texas (the "City"), and shall be as set forth and identified in Exhibit "A". The City Council has found the designation of zones will likely contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property within the zones and that would contribute to the economic development of the municipality.

- (a) Reinvestment Zone Number One, City of Manor – shall include properties within the downtown business district identified as predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality.
- (b) Reinvestment Zone Number Two, City of Manor shall include properties predominately open and undeveloped due to lack of sufficient public improvements and infrastructure to adequately support commercial or retail use.

- (c) Reinvestment Zone Number Three, City of Manor shall include properties predominately open and undeveloped due to lack of sufficient public improvements and infrastructure to adequately support industrial use.

**Section 6. Minimum Requirements and Criteria.** The following are the minimum requirements that must be satisfied for any application for tax abatement or other incentives to be considered:

(a) Tax Incentives will not be provided to both the developer and the end use operator within an eligible reinvestment zone. Developers and end use operators shall each be subject to different minimum requirements in Reinvestment Zones Two and Three. Only end use operators are eligible for Tax Incentives in Reinvestment Zone One. A developer who will also be the end use operator shall be subject to the minimum requirements for end use operators.

(b) If the developer or end use operator receives approval for a municipal utility district as the mechanism for financing property improvements, then the developer or end use operator will not be eligible for Tax Incentives under this ordinance.

(c) Reinvestment Zone One to redevelop the downtown business district properties so identified, the minimum criteria must be met:

(1) *Employment and development.* (A) A proposed development and/or redevelopment that is a retail business must maintain or create at least one new FTE for each 2,000 square feet of occupied space, or a portion thereof, exclusive of the owner/operator and with a minimum of one new FTE regardless of floor space; (B) a proposed development and/or redevelopment that is a non-retail business must maintain or create at least one FTE for the first 2,000 square feet of floor space, or a portion thereof, and at least two FTE's for each additional 2,000 square feet of floor space, or a portion thereof; (C) non-profit organizations are not eligible; (D) the applicant must be investing at least \$100,000.00 in property improvements; (E) property improvements must include off-street parking for all employees and restoration of an existing building or demolition of an existing building and construction of a new building; (F) other eligible property improvements may include sidewalks, curbing, gutters, covered walkways, and other pedestrian-oriented improvements, exterior lighting, landscaping, and off-site parking for customers, provided that the improvement qualifies as eligible infrastructure; and (G) the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances without variances.

(2) *Offsets and adjustments.* (A) At the discretion of the city council, the assessed value of any property that is demolished will be subtracted from the value of the property replacing it, for the purpose of calculating the portion

eligible for abatement; and (B) For businesses relocating from a non-reinvestment zone location onto the reinvestment zone, eligibility for incentives will be determined using the increase in the number of jobs at the new location over the jobs at the previous site.

(d) Reinvestment Zone Two to redevelop the undeveloped properties so identified, the minimum criteria must be met:

- (1) *Employment and development criteria for developers.* (A) The applicant must be investing at least \$10,000,000.00 in property improvements; and (B) the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.
- (2) *Employment and development criteria for end use operators.* (A) The applicant must be investing at least \$10,000,000.00 in property improvements; (B) a proposed development and/or redevelopment must maintain or create at least one new FTE for each 2,000 square feet of occupied space, or a portion thereof; (C) eligible property improvements include dedication of and improvements to parkland, additional improvements to offsite utility infrastructure, improvements to regional mobility, streets, bridges, pedestrian crossings, flood plain reclamation, and historic structure acquisition and restoration, provided that the improvement qualifies as eligible infrastructure; and (D) and the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.
- (3) *Offsets and adjustments applicable to developers and end use operators.* (A) At the discretion of the city council, the assessed value of any property that is demolished will be subtracted from the value of the property replacing it, for the purpose of calculating the portion eligible for abatement; and (B) For businesses relocating from a non-reinvestment zone location onto the reinvestment zone, eligibility for incentives will be determined using the increase in the number of jobs at the new location over the jobs at the previous site.

(e) Reinvestment Zone Three to redevelop the undeveloped properties so identified, the minimum criteria must be met:

- (1) *Employment and development criteria for developers.* (A) The applicant must be investing at least \$10,000,000.00 in property improvements; and (B) the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.
- (2) *Employment and development criteria for end use operators.* (A) The applicant must be investing at least \$10,000,000.00 in property

improvements; (B) a proposed development and/or redevelopment that is a retail business must maintain or create at least three new FTE's for each 10,000 square feet of occupied space, or a portion thereof; (C) eligible property improvements include dedication of and improvements to parkland, additional improvements to offsite utility infrastructure, improvements to regional mobility, streets, bridges, pedestrian crossings, flood plain reclamation, and historic structure acquisition and restoration, provided that the improvement qualifies as eligible infrastructure; and (D) and the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.

- (3) *Offsets and adjustments applicable to developers and end use operators.* (A) At the discretion of the city council, the assessed value of any property that is demolished will be subtracted from the value of the property replacing it, for the purpose of calculating the portion eligible for abatement; and (B) For businesses relocating from a non-reinvestment zone location onto the reinvestment zone, eligibility for incentives will be determined using the increase in the number of jobs at the new location over the jobs at the previous site.

**Section 7. Tax Incentives.** (a) The portion of the property for which a business may qualify for a tax incentive will be determined on the basis of the level of new value and, in the case of end use operators, new employment added within the reinvestment zone.

(b) Failure to pay property taxes by the due date and failure to pay sales taxes due within 90 days of the due date will immediately void any applicable tax incentives and tax abatement and economic development incentive agreements for the property upon which taxes have not been paid.

(c) Tax abatement or economic development incentive agreements that establish a specific dollar amount of tax to be abated shall be subject to performance. If inadequate ad valorem and sales taxes are generated to rebate the full amount of an agreed incentive, the City will not be obligated to make additional rebates or payments to meet the agreed upon amount. Rebates may not exceed the total agreed-upon cost for an eligible facility and/or eligible infrastructure.

(d) Approved applicants shall submit the following reports to the City, and payment of rebates shall be subject to the following reports being submitted:

- (1) Each year, the annual tax receipt from the Travis County Tax Collector and Assessor's Office reflecting the payment of property taxes for the eligible facilities, within 30 days of receipt.
- (2) Quarterly Texas Workforce Commission reports demonstrating the number of persons employed for applicants required to create and maintain a certain number of FTE's, within 30 days of receipt.
- (3) Quarterly sales tax reports for applicants authorized to receive sales tax rebates, within 30 days of receipt.

Failure to submit the reports to the City as required within 90 days of the date the report is due shall result in termination of Tax Incentives.

(e) Sales tax rebates shall begin at the end of the first full quarter following the issuance of a certificate of occupancy.

(f) Reinvestment Zone One:

(1) A percentage of the tax may be abated on an eligible facility for up to five years, up to amounts set forth in the Tax Rebate Schedule set forth in subsection (f)(2), provided that the following minimum criteria are met:

- (A) For retail businesses, at least one new FTE is created or maintained for each 2,000 square feet of occupied space, or a portion thereof, exclusive of the owner/operator;
- (B) For non-retail businesses, at least two new FTE's are created or maintained for each 2,000 square feet of occupied space, or a portion thereof, exclusive of the owner/operator; and
- (C) For both retail and non-retail businesses, at least \$100,000.00 of new value is added to the portion of the property for which a business may qualify for a tax incentive.

(2) Tax Rebate Schedule:

(A) Sales Tax:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	50
2	50
3	50
4	75
5	75

(B) Ad Valorem, Retail Businesses:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	50
2	50
3	50
4	50
5	50

(C) Ad Valorem, Non-Retail Businesses:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	80
2	80
3	80
4	80

- (3) Tax Incentives shall not be transferred or assigned. Tax Incentives shall terminate upon the occurrence of any of the following:
  - (A) Sale or transfer of an eligible facility;
  - (B) Discontinuance of the type of business operation described in the application; and
  - (C) Failure to maintain the minimum number of required FTE's for three consecutive months as reflected in the Texas Workforce Commission reports.

(g) Reinvestment Zone Two:

- (1) A percentage of the tax may be abated on an eligible facility for up to ten years, up to amounts set forth in the Tax Rebate Schedule set forth in subsection (g)(2), provided that the following minimum criteria are met:
  - (A) For end use operators, a minimum of one new FTE is created and maintained for each 2,000 square feet of occupied space, or a portion thereof;
  - (B) At least \$10,000,000.00 of new value is added to the portion of the property for which a business may qualify for a tax incentive.

(2) Tax Rebate Schedule:

(A) Sales Tax:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	25
2	25
3	85
4	85
5	85
6	85
7	85
8	85
9	85
10	85

(B) Ad Valorem:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	50
2	50
3	80
4	80
5	80
6	80
7	80
8	80
9	80

(3) The rebate period will begin the earlier of the following: (A) The January 1<sup>st</sup> after the thirtieth month following the issuance of the first building permit for the eligible facility or eligible infrastructure; (B) the combined sales and ad valorem tax revenue reaches or exceeds \$1,000,000.00; or (C) all eligible facilities and infrastructure are completed and accepted by the City.

(4) If the eligible facilities or eligible infrastructure have not been started within 24 months of the date of issuance of the first permit or 36 months from the date of the applicable tax abatement or economic development incentive agreement, the Tax Incentives shall terminate.

(h) Reinvestment Zone Three:

(1) A percentage of the tax may be abated on an eligible facility for up to ten years, up to amounts set forth in the Tax Rebate Schedule set forth in subsection (h)(2), provided that the following minimum criteria are met:

- (A) For end use operators, a minimum of three new FTE's are created and maintained for each 10,000 square feet of occupied space;
- (B) At least \$10,000,000.00 of new value is added to the portion of the property for which a business may qualify for a tax incentive.

(2) Tax Rebate Schedule:

(A) Ad Valorem:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100

(3) Rebates shall begin on March 1 following the tax year in which the required new value was added to the tax roll.

**Section 8. Other Economic Development Incentives.** (a) It is the intent of the city to offer tax incentives and other economic development incentives on an individual basis so that the total package of incentives may be designed specifically for each proposed project. This

approach will allow the city the flexibility necessary to satisfy the unique needs and concerns of each applicant and the needs and concerns of the city and its citizens.

(b) In addition to tax incentives, the following economic development incentives may be offered, providing the city council, in its sole discretion, approves the applicant's request: (1) Reduction, rebate, or elimination of capital recovery fees and the costs of certain other infrastructure improvements; (2) Implementation of special economic development utility rates for water and/or wastewater, as outlined in the utility rate ordinance; and/or (3) Reduction, rebate, or elimination of building permit fees, inspection contractor's fees, and utility tapping fees.

**Section 9. Application procedures.** (a) Any person, organization, joint venture, partnership, association or corporation desiring that the city consider providing tax incentives and other economic development incentives to encourage location of a business or expanded business operations within a reinvestment zone shall be required to comply with the following procedures. (1) Applicants shall make written application to the city; (2) A complete legal description of the property along with a plat showing the precise location of the project shall be submitted; (3) A brief description of the proposed improvements or expansion must be provided along with the project's estimated cost, the type of business operation proposed, the number and type of jobs created, the expected source of labor to fill such jobs, the projected date of beginning operation and the type and value of the tax abatement and other economic development incentives which are requested; (4) End use applicants shall submit either a current financial statement, if currently in business, or a prospective financial statement, if a start-up business; and (5) Applicants shall provide other information as required by the city.

(b) All applications will be reviewed by the mayor-authorized representative for completeness and accuracy, and comments will be received from appropriate city departments. Once this information is compiled, the application and review comments will be forwarded to members of the city council and to other taxing entities which may be involved in offering tax abatement. After the review by the city council and other taxing entities, additional information may be requested of the applicant.

(c) All requirements of the Property Redevelopment and Tax Abatement Act, Chapt. 312, Tex. Tax Code, shall be followed.

**Section 10. City Council Approval.** (a) If the city council determines in its sole discretion that it is in the best interest of the city to grant incentives to a particular applicant, a resolution shall be adopted approving the terms and conditions of a tax abatement and economic development incentive agreement ("tax abatement agreement") with the applicant. The tax abatement agreement will enumerate the types of incentives to be provided and the conditions applicable to such incentives.

(b) All such tax abatement agreements must, at minimum, be in writing and include: (1) A description of each of the types of incentives to be provided and their duration; (2) A legal description of the property indicating its location in the reinvestment zone; (3) Detailed information regarding the type, number, location and cost of planned improvements; (4) A

plan providing access to and inspection of the property and proposed improvements by city inspectors and officials to ensure that the improvements are made according to the requirements and conditions of the agreement; (5) A provision limiting the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that tax abatements and other economic development incentives are in effect; and (6) A method to provide for the city to recover property tax revenues and all waived fees and costs which are lost as a result of the agreement if the applicant fails to perform its obligations under the agreement.

**Section 11. Effective Date.** This Ordinance shall be in full force and effect immediately upon its final passage and publication in the manner required by the Texas Local Government Code.

**Section 12. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

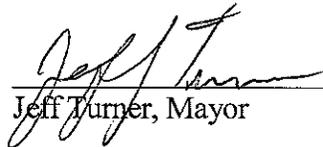
**Section 13. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** on this the 21 day of June, 2006.

ATTEST:

**The City of Manor, Texas**

  
\_\_\_\_\_  
Phil Tate, City Secretary

  
\_\_\_\_\_  
Jeff Turner, Mayor