



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

City Council Regular Meeting

Wednesday, February 21, 2024 at 7:00 PM

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

AGENDA

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

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.

PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).**
Applicant: Development and Consulting Bridgeway LLC.
Owner: Carlos Moyeda
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.

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

Submitted by: Lluvia T. Almaraz, City Secretary

- **February 6, 2024, City Council Workshop Session;**
- **February 7, 2024, City Council Regular Meeting; and**
- **February 12, 2024, City Council Workshop Session**

3. Consideration, discussion, and possible action on accepting the January 2024 Departmental Reports.

Submitted by: Scott Moore, City Manager

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

4. Consideration, discussion, and possible action on accepting the January 2024 City Council Monthly Reports.

Submitted by: Scott Moore, City Manager

5. Consideration, discussion, and possible action on five Wastewater, Drainage, and Public Utility Easements for the Monarch Ranch Subdivision.

Submitted by: Scott Dunlop, Development Services Director

- **A 0.261-acre Drainage Easement with Required Maintenance**
- **A 1.007-acre Public Utility Easement**
- **A 0.294-acre Wastewater Easement**
- **A 0.201-acre Wastewater Easement**
- **A 1.312-acre Wastewater Easement**

- 6. Consideration, discussion, and possible action on the approval of the consent to the Collateral Assignment of Rights to Contract and Proceeds Under Contract for the Newhaven development.**

Submitted by: Scott Dunlop, Development Services Director

- 7. Consideration, discussion, and possible action on a Purchase Contract with First United Builders, LLC for a wastewater easement with temporary construction easement.**

Submitted by: Scott Moore, City Manager

REGULAR AGENDA

- 8. First Reading: Consideration, discussion, and possible action on an ordinance rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).**

Applicant: Development and Consulting Bridgeway LLC.

Owner: Carlos Moyeda

Submitted by: Scott Dunlop, Development Services Director

- 9. Consideration, discussion, and possible action on entering into a subscription software agreement for the Perry Weather Data and Alerting System.**

Submitted by: Ryan Phipps, Chief of Police

- 10. Consideration, discussion, and possible action on adding the Commander position to the current Pay Scale.**

Submitted by: Tracey Vasquez, HR Director

- 11. Consideration, discussion, and possible action on a Statement of Work No. 8 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Wilbarger Wastewater Treatment Plant Expansion project.**

Submitted by: Frank T. Phelan, P.E., City Engineer

- 12. Consideration, discussion, and possible action on a change order to the construction contract for the 2020 Wastewater Collection System Improvements, CIP S-32 project.**

Submitted by: Frank T. Phelan, P.E., City Engineer

- 13. Consideration, discussion, and possible action authorizing the execution of a construction agreement for a waterline extension project along US290.**

Submitted by: Matthew Woodard, Public Works Director

- 14. Consideration, discussion, and possible action authorizing the execution of a construction agreement for Timmerman Park's sidewalk installation.**

Submitted by: Matthew Woodard, Public Works Director

- 15. Consideration, discussion, and possible action authorizing the execution of a construction agreement for Timmermann Park's trail lighting installation.**

Submitted by: Matthew Woodard, Public Works Director

- 16.** Consideration, discussion, and possible action on approving and authorizing the Scope of Work included in the request for proposals for a Mixed Use Sports/Entertainment Development Feasibility Study on the 236-acre East Manor Development No. 1 property purchased for Economic Development and Public Use.
Submitted by: Scott Jones, Economic Development Director
- 17.** Consideration, discussion, and possible action on the First Amendment to the Chapter 380 Grant Agreement Butler Commercial Project.
Submitted by: Scott Jones, Economic Development Director
- 18.** Consideration, discussion, and possible action on a Services Agreement with CitizenLab.
Submitted by: Scott Dunlop, Development Services Director
- 19.** **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning the Dominium development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25.
Applicant: Dominium
Owner: Kenneth Tumlinson
Submitted by: Scott Dunlop, Development Services Director
- 20.** Consideration, discussion, and possible action on a Services Agreement with Raftelis for Stormwater Utility Fee Implementation Services.
Submitted by: Scott Dunlop, Development Services Director
- 21.** Consideration, discussion, and possible action on the Second Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch.
Submitted by: Scott Dunlop, Development Services Director
- 22.** Consideration, discussion, and possible action on the First Amendment to the Services Agreement with Nearmap US, Inc.
Submitted by: Scott Dunlop, Development Services Director
- 23.** Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Section 15.03.023 Bufferyard Standards for Lot 3, Block KK, Phase 1A, Presidential Glen Subdivision, to install a minimum of 30 evergreen trees and 112 evergreen shrubs.
Submitted by: Scott Dunlop, Development Services Director
- 24.** Consideration, discussion, and possible action on a resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District-IA#1 Reimbursement Agreement.
Submitted by: Scott Moore, City Manager

- 25. Consideration, discussion, and possible action on a resolution approving and authorizing the Mayor to execute Landowner Agreements and Notices of Assessment (EntradaGlen Public Improvement District-Improvement Area #1”).**
Submitted by: Scott Moore, City Manager
- 26. Consideration, discussion, and possible action on an ordinance amending Chapter 1 General Provisions, Article 1.05 Boards, Commissions, and Committees, Division 6 Budget Committee, by repealing Ordinance Number 607.**
Submitted by: Scott Moore, City Manager
- 27. Consideration, discussion, and possible action on the appointments of the City Council Committees.**
Submitted by: Scott Moore, City Manager
- 28. Consideration, discussion, and possible action on canceling the March 6, 2024, Regular City Council Meeting and setting a Called Special Session.**
Submitted by: Scott Moore, City Manager
- 29. Consideration, discussion, and possible action on allocating funds for the 2024 Manor Community 5K event.**
Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

- *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;*
- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding ShadowGlen development;*
- *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 legislation related to daycares; and*
- *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 the Butler/Manor Crossing development;*

OPEN SESSION

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

30. Consideration, discussion and possible action on the Fourth Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

Submitted by: Scott Dunlop, Development Services Director

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, February 16, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

Applicant: Development and Consulting Bridgeway LLC.

Owner: Carlos Moyeda

BACKGROUND/SUMMARY:

This item is discretionary.

The property is currently three platted lots that are zoned Single Family Suburban (SF-1) across from Jennie Lane Park. There exists one home situated on both Lots 9 and 10. Under their current entitlements, the property owner can remove the existing home and construct three single-family homes. They are proposing to rezone the property to Townhome (TH) and construct one building with four residential units.

In the Comprehensive Plan, this area is designated as Neighborhood Mixed-Use, which is a combination of dense residential and nonresidential uses in a compact, neighborhood-scale design to create a walkable environment. Residential development intensities within Neighborhood Mixed-Use encourage single-family attached (townhomes) and small multi-family, ranging in unit densities of 4-20 per acre. The four proposed units, on a per acre density on this property, which is .396 of an acre, would be approximately 10 units/acre, which is within the range suggested in Neighborhood Mixed Use.

Planning and Zoning Commission voted 4-2 to approve. The two denial votes were regarding concerns about parking, traffic, and additional rental units in the area.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Rezoning Map
- Aerial Image
- FLUM
- Neighborhood Mixed-Use Dashboard
- Sample townhome design
- Sample townhome floorplan
- Survey
- Public Notice and Mailing Labels

The city staff recommends that the City Council conduct a public hearing on an ordinance rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. ____

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 21st day of February 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of March 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

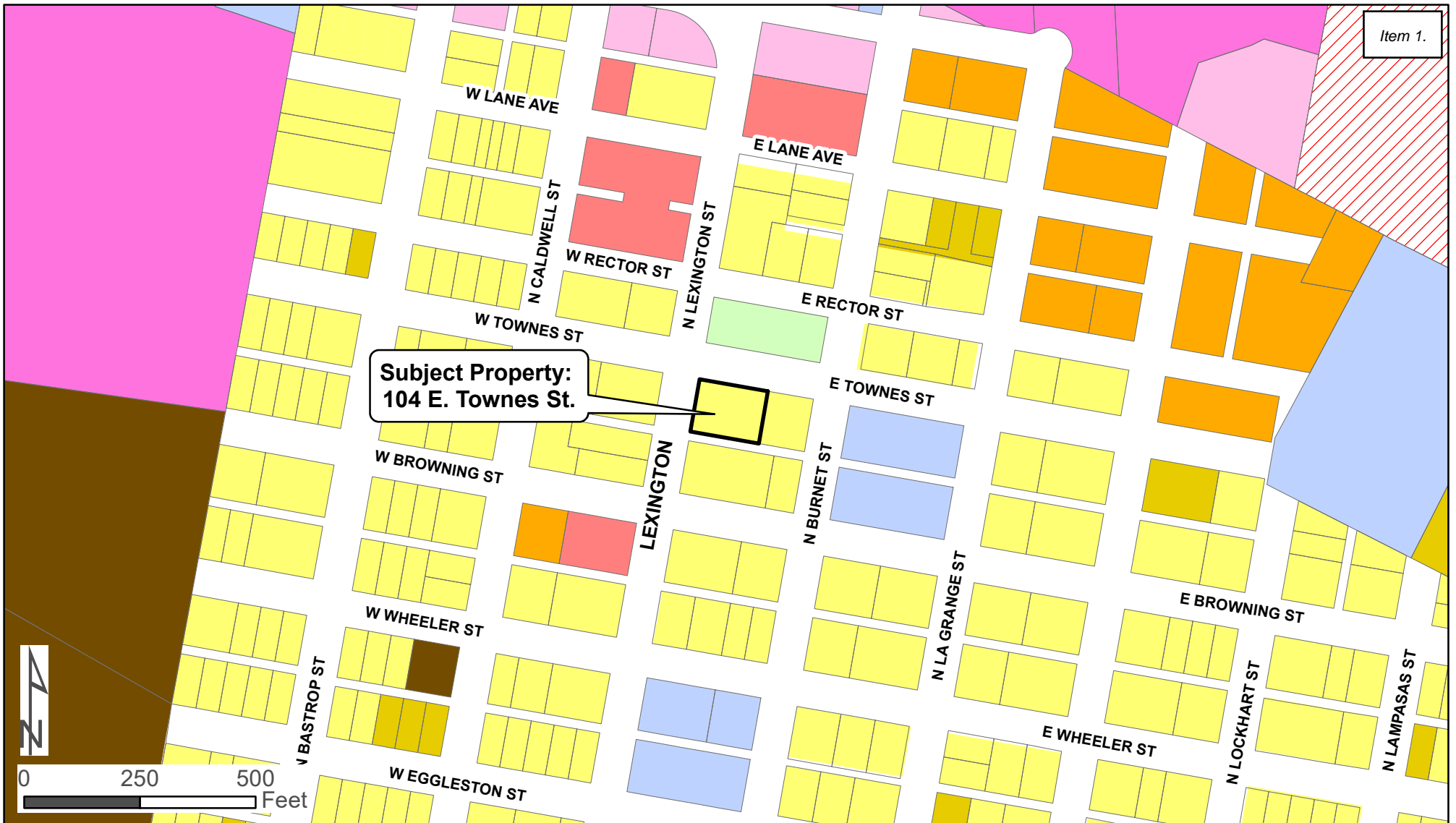
ORDINANCE NO.

Page 2

EXHIBIT “A”

Property Legal Description:

Lots 8, 9, 10, Block 68, Town of Manor as recorded in Volume “V”, Page 796, Travis County,
Texas

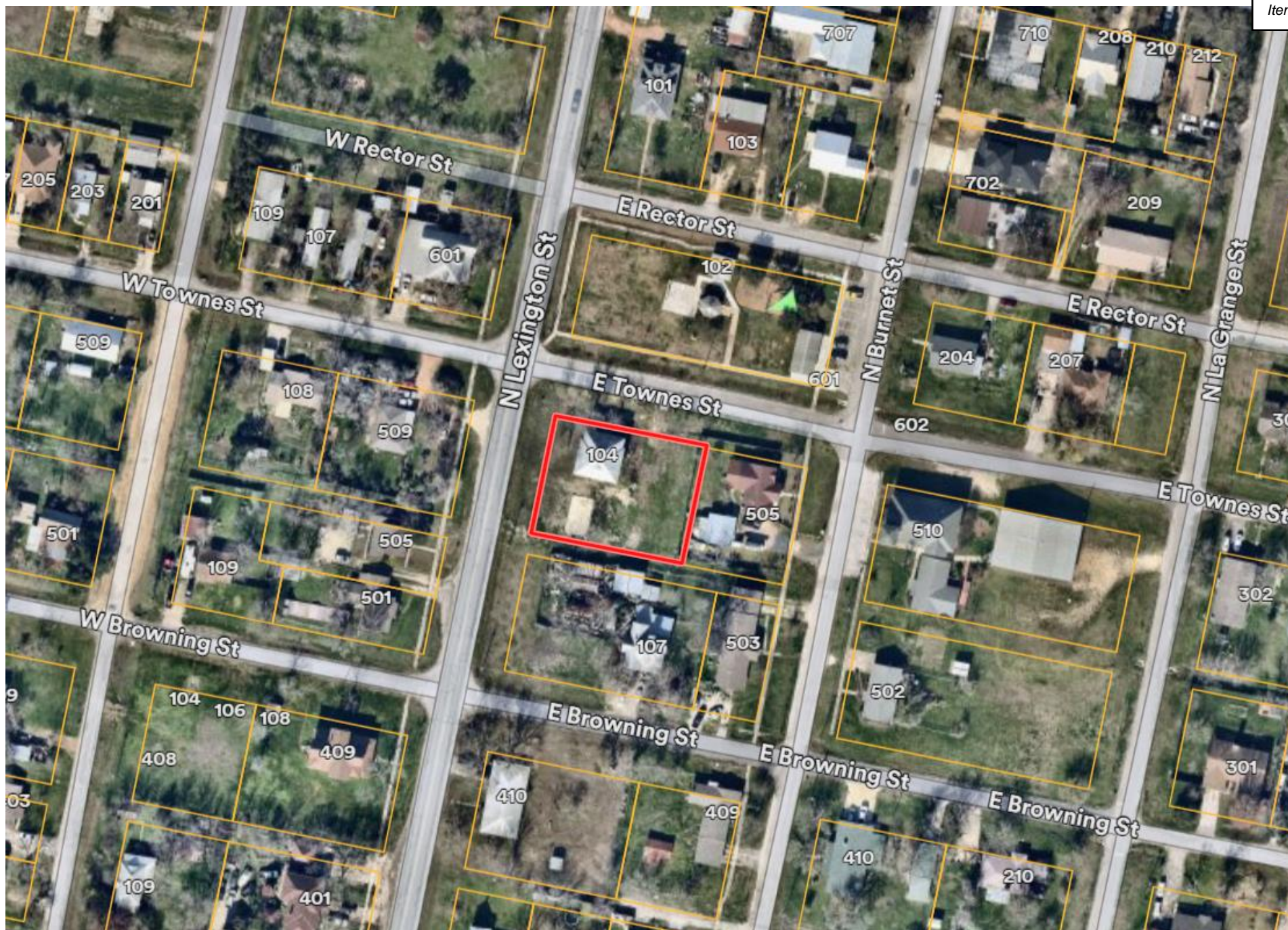


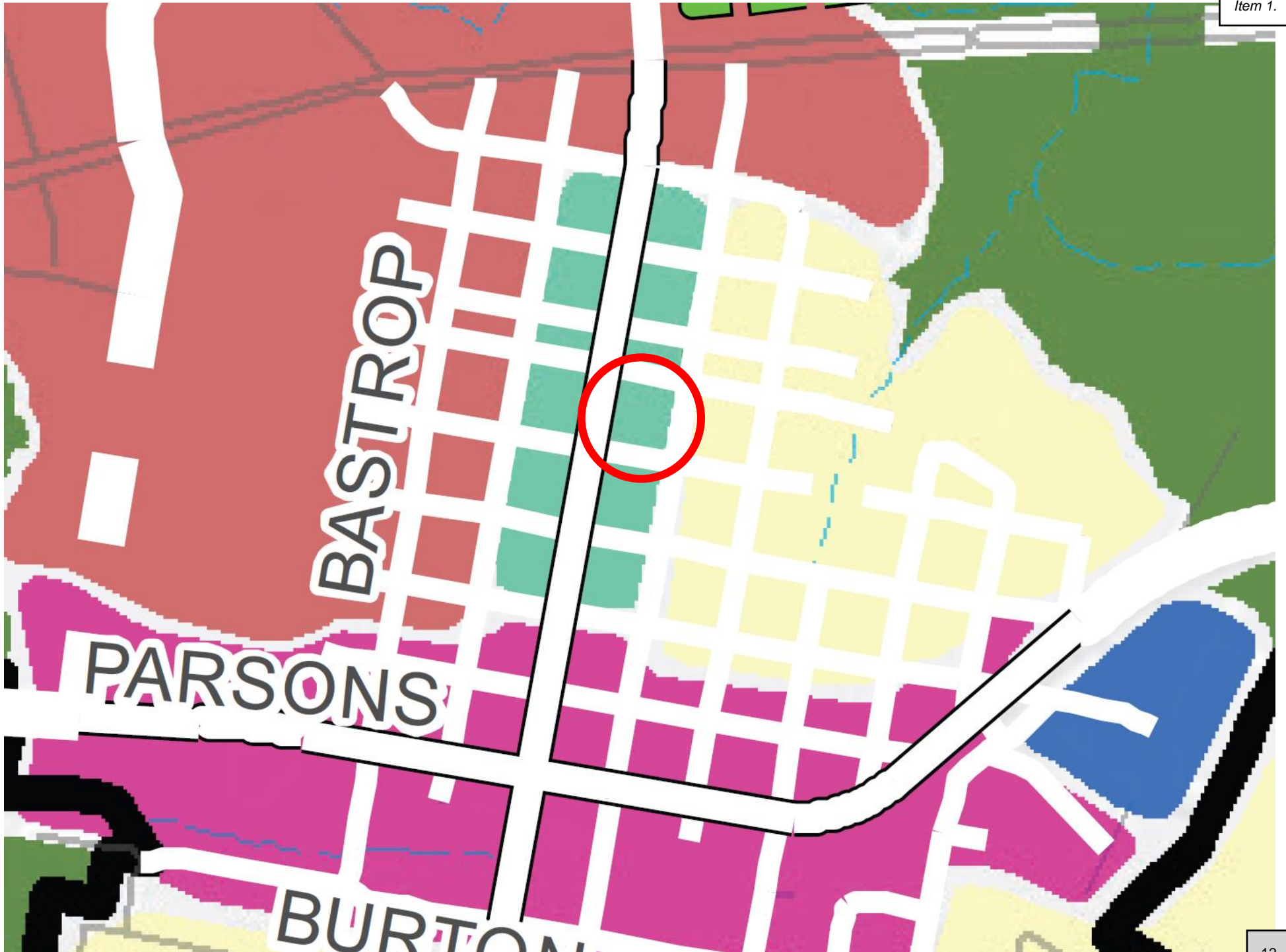
Current:
(SF-1) Single Family Suburban

Proposed:
(TH) Townhome

Zone

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





NEIGHBORHOOD MIXED-USE

Neighborhood Mixed-Use allows a combination of dense residential and nonresidential uses in a compact, neighborhood-scale design to create a walkable environment.

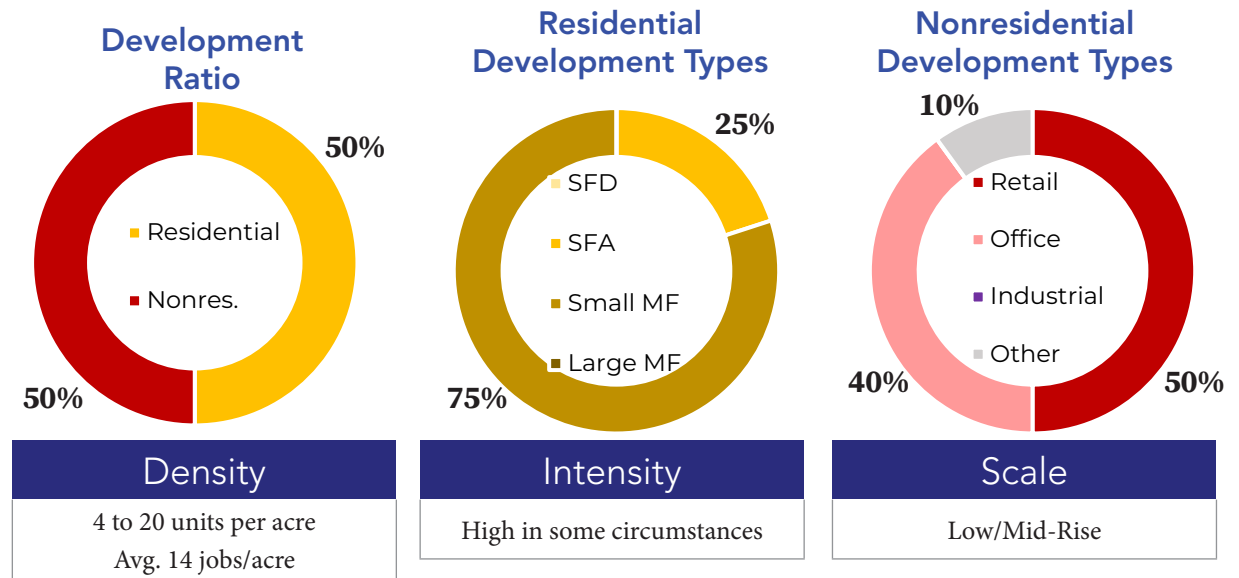
Neighborhood mixed-use areas allow residential units in close proximity to goods, services and civic activities, thus reducing dependence on the car and promoting community interaction, belonging, identity, and pride.

These places emphasize urban design and the experience created through 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.

Often situated around an activity-generating element or an active public gathering spot, mixing of uses can take shape as either or both vertical (stacked on top of each other) and horizontal (next to each other). In vertical mixed-use, the ground floor is encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.

Adaptive reuse of residential structures to commercial purposes and infill commercial buildings with residential design characteristics are common and appropriate in these areas.

Figure 3.8. Neighborhood Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent of mixed-use is to provide retail/services, activity centers and diversified housing in more dense and compact forms; these uses will provide opportunities and amenities to surrounding lower density neighborhoods.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Neighborhood 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 Neighborhood Mixed-Use and other uses.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●○○○○	Not considered appropriate due to incompatible scale with neighborhoods
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Neighborhood Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods. Promotes walkability and 10-minute neighborhoods.
Mixed-Use Urban, Community Scale	●●○○○	Not generally considered appropriate due to incompatible scale with neighborhoods; may be appropriate if adjacent to green space or more intensive uses.
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services at a scale compatible with and supportive of surrounding neighborhoods, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●○○○	Not generally considered appropriate due to incompatible scale with neighborhoods; may be appropriate if adjacent to green space or more intensive uses.
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to incompatible scale with neighborhoods, but can be if particularly small-scale and included alongside more appropriate development types; examples might include artisan-scale manufacturing, maker spaces, and similar businesses.
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.





LEXINGTON STREET

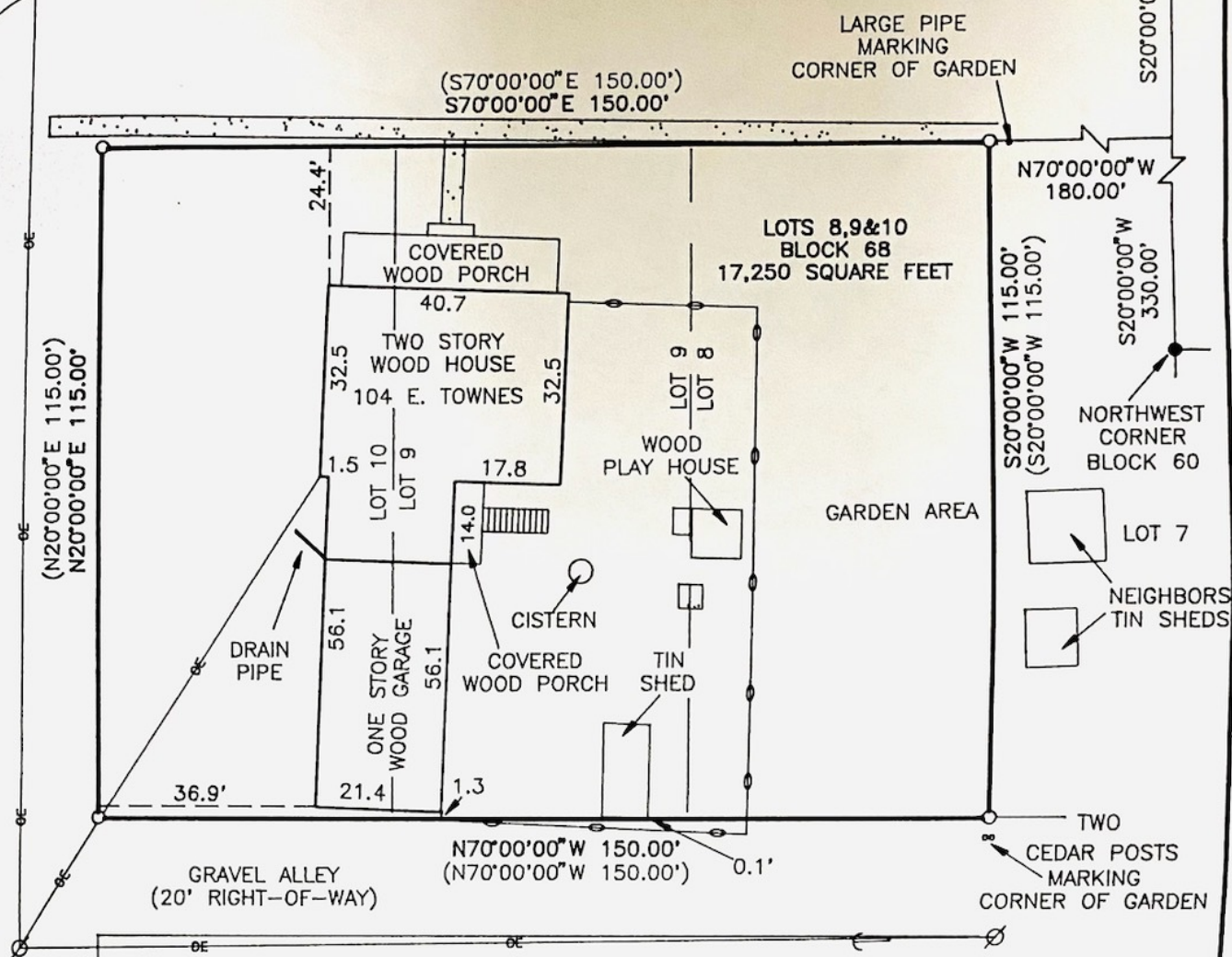
(80' RIGHT-OF-WAY)
— VOLUME "V", PAGE 796
T.C.D.R.

TOWNES STREET

(80' RIGHT-OF-WAY)
VOLUME "V", PAGE 796
T.C.D.R.

SOUTHWEST
CORNER
BLOCK 14
Item 1.

EDGE OF ASPHALT



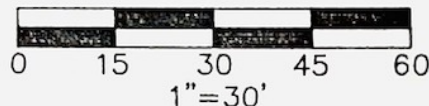
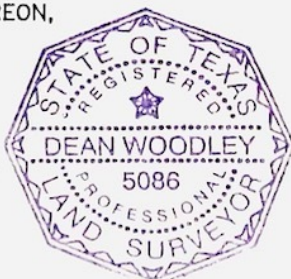
NOTES:

1. ANY EASEMENTS AND BUILDING LINES AS PER TITLE COMMITMENT GF# GF#9610002 AS SUPPLIED BY HEART OF TEXAS TITLE COMPANY, DATED DECEMBER 18, 1996 NO ADDITIONAL RESEARCH WAS DONE BY LIVE OAK SURVEYING FOR ANY EASEMENTS, RESTRICTIONS, OR CONDITIONS OF RECORD WHICH MAY AFFECT THIS PROPERTY.
2. THE PROPERTY SHOWN HEREON IS IN FLOOD ZONE "X", AREAS OUTSIDE THE 500 YEAR FLOOD, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NO. 481027-0055-E, DATED: JUNE 16, 1993

TO ROBERT CHASE OZMENT, A'LISA CAROL OZMENT, BECKY ANDERSON KLAUS, HEART OF TEXAS TITLE AND FIDELITY NATIONAL TITLE GF#9610002
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THERE ARE NO DISCREPANCIES, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINE OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY ADJOINS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON

DEAN A WOODLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5086

DATE:



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- () RECORD INFORMATION
- Ø UTILITY POLE
- GUY WIRE
- CHAIN FENCE
- OVERHEAD ELECTRIC
- CONCRETE
- T.C.D.R. TRAVIS COUNTY DEED RECORDS

CLIENT: Heart of Texas
FIELD BOOK: 9
DRAWN BY: D.W.
PROJECT NO.: 129-74-97
DATE: 2-13-97
FILE: 1297497.DWG

SURVEY
OF LOTS 8, 9 & 10, BLOCK 68
TOWN OF MANOR
AS RECORDED IN VOLUME "V", PAGE 796
TRAVIS COUNTY, TEXAS



**LIVE OAK
SURVEYING**
12905 IRONGATE AVE.
AUSTIN, TX 78727-4314
(512) 837-1011



1/26/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 104 E. Townes Rezoning from SF-1 to TH

Case Number: 2024-P-1612-ZO

Case Manager: Michael Burrell

Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Special Called meeting and the City of Manor City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 104 E. Townes St., Manor, TX from (SF-1) Single Family Suburban to (TH) Townhome. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

Applicant: Development and Consulting Bridgeway LLC.

Owner: Carlos Moyeda

The Planning and Zoning Commission will meet at 6:30PM on February 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on February 21, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

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

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

GUERRERO RUDY & ALICE R (217648)
121 E. KILLEN LN
TEMPLE TX 76501-1420

REYNOLDS STACIE & MARGARET SALEEM
(1854871)
505 N LEXINGTON ST
MANOR TX 78653-3341

SOSA BENTURA & PATRICIA ANN (397177)
PO BOX 26
MANOR TX 78653-0026

RICH RICHARD (1674648)
PO BOX 374
MANOR TX 78653-0374

LEXINTON BROWNING LLC (1923599)
1410 E PALM VALLEY BLVD
ROUND ROCK TX 78664-4549

WINKLER MARIE A (1461366)
1807 LEXINGTON ST
TAYLOR TX 76574-1564

NINH JAMIE D (1693000)
409 BURNETT ST
MANOR TX 78653-3422

MOSELEY CHRISTINE ANDERSON
(217639)
PO BOX 593
MANOR TX 78653-0593

BAUER DOUGLAS A & LAURALEA (217642)
PO BOX 1048
MANOR TX 78653-1048

DOVER GARY WAYNE (1978698)
101 E Rector St
Manor TX 78653-3316

MORENO DANIEL & RUPERTA &
(1670228)
505 NORTH BURNET ST
MANOR TX 78653-3366

GONZALEZ LEOPOLDO (1582565)
107 RECTOR ST
MANOR TX 78653-3316

FLORES FRANCISCO JR & (1782491)
9705 DALLUM DR
AUSTIN TX 78753-4309

MANOR UNITED METHODIST CHURCH
(215687)
PO BOX J
MANOR TX 78653



AGENDA ITEM SUMMARY FORM

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

AGENDA ITEM DESCRIPTION:

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

- February 6, 2024, City Council Workshop Session;
- February 7, 2024, City Council Regular Meeting; and
- February 12, 2024, City Council Workshop Session

BACKGROUND/SUMMARY:

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

- February 6, 2024, City Council Workshop Session Minutes;
- February 7, 2024, City Council Regular Meeting Minutes; and
- February 12, 2024, City Council Workshop Session Minutes

STAFF RECOMMENDATION:

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

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



**CITY COUNCIL
WORKSHOP SESSION MINUTES
FEBRUARY 6, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Tracey Vasquez, HR Director
Yalondra Valderrama-Santana, Heritage and Tourism Manager
Scott Jones, Economic Development Director
Scott Dunlop, Development Services Director

WORKSHOP SESSION – 6:30 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 6:36 p.m. on Tuesday, February 6, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. City Council Budget Process

- Review of Ordinance No. 607
- Discussion of Budget Process

A discussion was held regarding Ordinance No. 607 and the current budget process.

City Manager Moore discussed the new budget process and how the City Council would be involved in the budget as an entire government body.

A discussion was held regarding the benefits of having the entire council participate in the budget process.

A discussion was held regarding the city's budget policy.

A discussion was held regarding the budget committee's chairperson position.

A discussion was held regarding conducting City Council budget workshops.

A discussion was held regarding TML training opportunities.

B. City Council Compensation Plan

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

The attached Council Monthly Report Form was discussed.

A discussion was held regarding Tier 2 guidelines.

A discussion was held regarding the Park Committee and Tree Advisory Board meetings.

A discussion was held regarding the city's requirement to have a Tree Advisory Board for the designation of Tree City USA.

A discussion was held regarding the purpose and intent of the Tree Advisory Board.

A discussion was held regarding Tier 1 guidelines.

A discussion was held regarding Tier 3 guidelines.

A discussion was held regarding Tier 4 guidelines.

C. City of Manor Branding/Logo Update

Economic Development Director Jones gave an update on the City of Manor Branding/Logo.

A discussion was held regarding the marketing plan for the city.

D. City of Manor Ribbon Cutting Ceremonies

City Manager Moore discussed the proposed ribbon-cutting ceremonies for the city.

Heritage and Tourism Manager Santana discussed the Easter Egg Event.

A discussion was held regarding renaming the city's new property location.

A discussion was held regarding the ribbon cutting to be conducted before the Easter Egg Event.

A discussion was held regarding the marketing and celebrating of the city's new properties.

There was no action taken.

ADJOURNMENT

The Manor City Council Workshop Session Adjourned at 8:12 p.m. on Tuesday, February 6, 2024.

These minutes were approved by the Manor City Council on the 21st day of February 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Manor City Council Monthly Report

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description

Other Meetings

Type of Meeting	Date	Description

Other

Type	Date	Description

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

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

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

Other

Type	Date	Description

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

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2)

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

Other

Type	Date	Description

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

TIER 4

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

Regional Meetings

Group Name	Date	Description

Other

Type of Meeting	Date	Description

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



**CITY COUNCIL
REGULAR SESSION MINUTES
FEBRUARY 7, 2024**

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

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Yalondra Valderrama Santana, Heritage and Tourism Manager
Matthew Woodard, Public Works Director
Raymond Muniz, Utilities Superintendent
Frank T. Phelan, P.E., City Engineer
Pauline Gray, P.E., City Engineer
Veronica Rivera, Assistant City Attorney
Chasem Creed, IT Technician

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:00 p.m. on Wednesday, February 7, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Council Member Weir gave a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PROCLAMATION

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

Mayor Harvey read a proclamation declaring the month of February, as a “Black History Month.”

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card, expressed his concerns and frustration with city development, and opposed Agenda Item No. 6.

Fay Carter, 18128 Topsail Drive, Manor, Texas, submitted a speaker card, spoke regarding Black History Month, thanked the City Council for their service, and encouraged the community to be united.

No one else appeared at this time.

REPORTS

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

A. 2024 Proposed City Events and Application Process

City Manager Moore introduced Heritage and Tourism Manager Santana.

Heritage and Tourism Manager Santana introduced herself and gave an update on the 2024 Proposed City Events and the new application process for vendors.

A discussion was held regarding the clarification of the Juneteenth event.

There was no further discussion or action taken.

CONSENT AGENDA

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

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

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

There was no further discussion.

Motion to approve carried 6-0

REGULAR AGENDA

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

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

City Engineer Gray discussed the amendment to the Change Order for the FY2022 Capital Metro Paving Project.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the amendment to Change Order No. 1 for the FY2022 Capital Metro Paving Project with the revisions to add the additional 125 calendar days of work time and the revised amount of \$394,478.10.

There was no further discussion.

Motion to approve carried 6-0

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

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

City Engineer Phelan discussed the proposed 2024 Sanitary Sewer Evaluation Study.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the Statement of Work No. 30 to George Butler Associates, Inc. for the 2024 Sanitary Sewer Evaluation Study in the amount not to exceed \$72,226.00.

There was no further discussion.

Motion to approve carried 6-0

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

The city staff recommended that the City Council approve the purchase of the CCTV Inspection Equipment with Silsbee Ford in association with Patterson Equipment Company for an amount not to exceed \$251,940.70.

Public Works Director Woodard discussed the reasons why the purchase of the CCTV Inspection Equipment was needed for the city.

Utilities Superintendent Muniz explained the service the city would be able to provide to the residents for wastewater and stormwater line inspections.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the purchase of the CCTV Inspection Equipment with Silsbee Ford in association with Patterson Equipment Company for an amount not to exceed \$251,940.70.

There was no further discussion.

Motion to approve carried 6-0

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

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

Mayor Harvey explained the purpose of the Mayor's Ball.

A discussion was held regarding funding for the event.

A discussion was held regarding the proposed location of the event.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the allocation of funds from the Community Programs Fund in the amount of \$25,000 and direct the City Administration to include the Mayor's Ball as a yearly city recognition event for the City of Manor.

There was no further discussion.

Motion to approve carried 5-1 (Council Member Deja Hill voted against)

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

The city staff recommended that the City Council approve waiving Building and Development fees for Travis County Emergency Services District 12 Fire Station located at 12701 US Highway 290.

Kim Rapp with TCESD No. 12 submitted a speaker card; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Development Services Director Dunlop discussed the request to waive Building and Development related fees for Travis County Emergency Services District 12.

A discussion was held regarding the sales tax contribution the city provides to ESD No. 12.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve waiving Building and Development related fees for Travis County Emergency Services District 12 Fire Station located at 12701 US Highway 290 not to exceed \$20,000.

There was no further discussion.

Motion to approve carried 5-1 (Mayor Pro Tem Emily Hill voted against)

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

The city staff recommended that the City Council approve the second and final reading of Ordinance N. 729 annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

Development Services Director Dunlop discussed the proposed annexation ordinance.

Ordinance No. 729: An Ordinance of The City of Manor, Texas Annexing 0.98 Acres of Land, More or Less Located in Travis County, Texas Including the Abutting Streets, Roadways, and Rights-Of-Way Into the Corporate Limits of the City, at the Request of the Property Owner; Approving an Agreement for the Provision of Services for the Annexed Area; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the second and final reading of Ordinance N. 729 annexing 0.98 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

There was no further discussion.

Motion to approve carried 6-0

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

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 730 rezoning Manor Commons Phase 3, one (1) lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.

Development Services Director Dunlop discussed the proposed rezoning ordinance.

Ordinance No. 730: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Light Commercial (C-1); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the second and final reading of Ordinance No. 730 rezoning Manor Commons Phase 3, one (1) lot on 0.98 acres, more or less, and being located at the northeast corner of US HWY 290 and FM 973, Manor, TX from (A) Agricultural to (C-1) Light Commercial.

There was no further discussion.

Motion to approve carried 6-0

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

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

City Manager Moore discussed the service agreement with Atchley & Associates.

A discussion was held regarding the years of service Atchley & Associates has provided to the city.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno to approve the service agreement with Atchley & Associates for performing an audit and accounting assistance services of the FY2022-23 financial statements of the City of Manor; and authorize the City Manager to execute the agreements.

There was no further discussion.

Motion to approve carried 6-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:49 p.m. on Wednesday, February 7, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; and Section 551.087, Texas Government Code to discuss the 104 East Townes Street development* at 8:49 p.m. on Wednesday, February 7, 2024.

The Executive Session was adjourned at 9:47 p.m. on Wednesday, February 7, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:48 p.m. on Wednesday, February 7, 2024.

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

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 8:54 p.m. on Wednesday, February 7, 2024.

These minutes were approved by the Manor City Council on the 21st day of February 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
WORKSHOP SESSION MINUTES
FEBRUARY 12, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1
Anne Weir, Place 2 (Arrived at 6:39 p.m.)
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5 (Absent)
Deja Hill, Place 6

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Tracey Vasquez, HR Director
Yalondra Valderrama-Santana, Heritage and Tourism Manager
Scott Jones, Economic Development Director
Scott Dunlop, Development Services Director
Matthew Woodars, Public Works Director
Frank T. Phelan, P.E., City Attorney
Pauline Gray, P.E., City Attorney

WORKSHOP SESSION – 5:30 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:34 p.m. on Monday, February 12, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

At the direction of Mayor Harvey, Items B and C were conducted first.

B. City of Manor Ribbon Cutting Ceremonies

- Calendar of Ribbon Cutting Events

Heritage and Tourism Manager Santana discussed the proposed dates for the ribbon-cutting ceremony of the new city property.

A discussion was held on the type of ceremony that would be conducted.

A discussion was held regarding the ceremony to be held prior to the regular council meeting on March 20, 2024.

C. City of Manor Volunteer Process

HR Director Vasquez and Heritage and Tourism Manager Santana discussed the current city's volunteer process for the city.

A. City of Manor Downtown Strategic Plan

Jason Claunch with Catalyst Commercial Inc. introduced himself and his team. He discussed the attached PowerPoint presentation.

The topics of discussion were the following:

- Introduction of Process
- Exercises (5 Key Topics)
 - Vision and Goals
 - Success Factors
 - Economic Opportunity
 - Transportation
 - Parks and Open Spaces
- Report-Out/Open-Ended Discussion
- Next Steps

There was no action taken.

ADJOURNMENT

The Manor City Council Workshop Session Adjourned at 7:14 p.m. on Monday, February 12, 2024.

**City Council Workshop Minutes
February 12, 2024**

These minutes were approved by the Manor City Council on the 21st day of February 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

■ Downtown Manor , Texas Master Plan Workshop

V.02122024



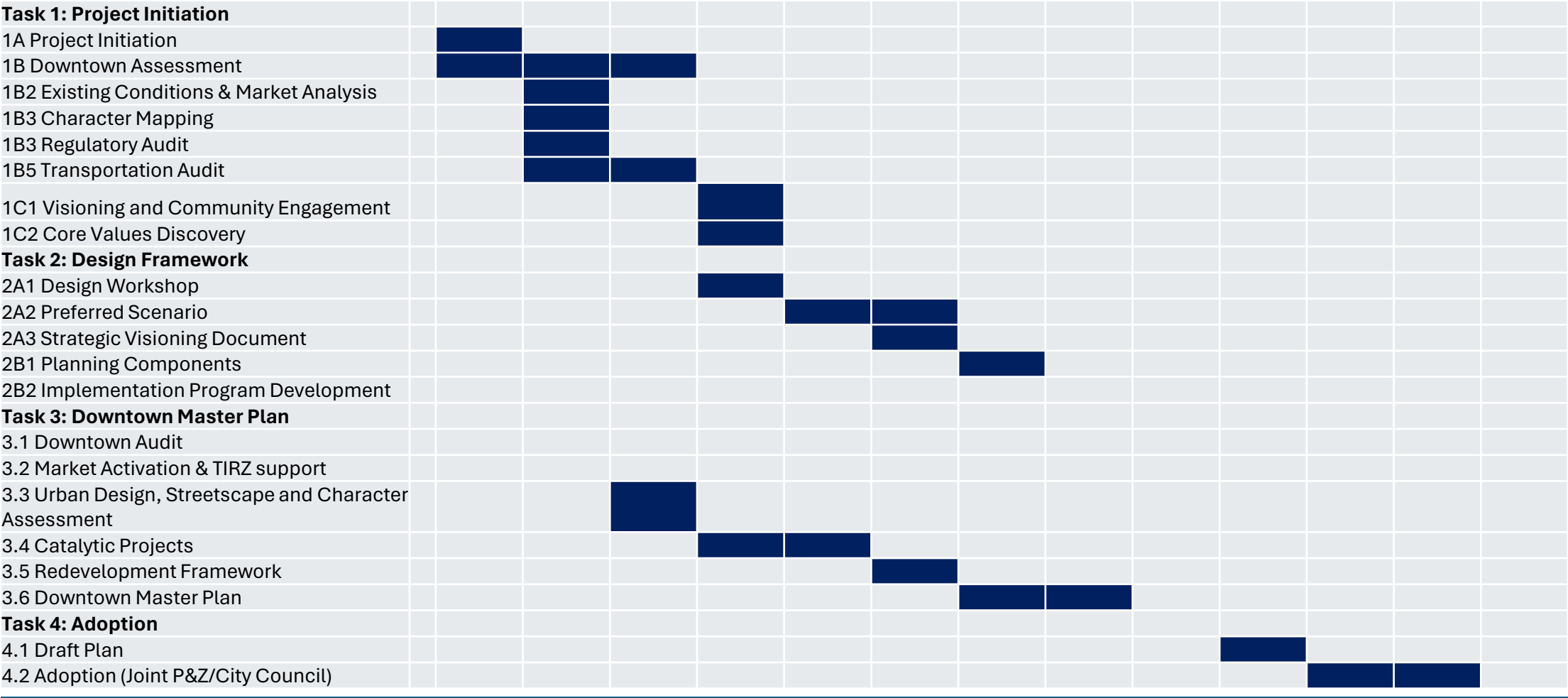
■ Agenda

1. Introduction
2. Overview of the planning process
3. Purpose
4. Vision and Goals
5. SWOT
6. Success Factors
7. Economic Opportunity
8. Transportation
9. Parks and Open Space
10. Discussion

■ Introduction



■ Overview of the Planning Process



■ Overview of the Planning Process

Task 1: Project Initiation

- 1A Project Initiation
- 1B Downtown Assessment
 - 1B2 Existing Conditions & Market Analysis
 - 1B3 Character Mapping
 - 1B3 Regulatory Audit
 - 1B5 Transportation Audit
- 1C1 Visioning and Community Engagement
- 1C2 Core Values Discovery

Task 2: Design Framework

- 2A1 Design Workshop
- 2A2 Preferred Scenario
- 2A3 Strategic Visioning Document
- 2B1 Planning Components
- 2B2 Implementation Program Development

Task 3: Downtown Master Plan

- 3.1 Downtown Audit
- 3.2 Market Activation & TIRZ support
- 3.3 Urban Design, Streetscape and Character
- 3.4 Catalytic Projects
- 3.5 Redevelopment Framework
- 3.6 Downtown Master Plan

Task 4: Adoption

- 4.1 Draft Plan
- 4.2 Adoption (Joint P&Z/City Council)

■ Purpose

- Articulate a vision for the downtown areas
- Define success
- Explore potential downtown goals
- Discuss various downtown elements that make a downtown successful:
 - Economic Development
 - Transportation (connections, intersections, gateways)
 - Parks and Open Space
 - Amenities

SWOT Analysis

STRENGTHS		WEAKNESSES	
<ul style="list-style-type: none">• Location• Leadership• People• Diverse• Incentives• MISD	<ul style="list-style-type: none">• Land• Process• Access• Comp Plan• Utility Planning• Mass Transit	<ul style="list-style-type: none">• No buildings• Few ready sites• Limited infrastructure• Retail, restaurant, services• Downtown infrastructure• No EDC or sales tax revenue for ED	<ul style="list-style-type: none">• No County ED help• CapMetro takes 1%• High traffic• City facility• Need road, sidewalks, lighting upgrades.• \$1B retail gap
OPPORTUNITIES		THREATS	
<ul style="list-style-type: none">• Timing• Active searches• QOL Expansion• Sports/Entertainment Facility• Manor Green Energy	<ul style="list-style-type: none">• 200 Ac retail development• Green Line• CapMetro Maint. Facility• TIRZ• Developers seeking incentives	<ul style="list-style-type: none">• Uninformed citizens/Misinformed• Traffic limits development• High land costs stagnates activity• High interest rates• Deannexation SB 2038	<ul style="list-style-type: none">• ripple• Zoning streamline• Bond election defeated• Missing market cycle

■ Vision and Goals– Core Value

What is one word you would use to describe the core value for Downtown?

Values could include things like the following: Community, Destination, Historic, and Active.

■ Vision and Goals - Priorities

What are the top 3 things that need to be changed in the next 5-10 years?

■ Vision and Goals - Priorities

What are the top 3 things that need to be changed in the next 5-10 years?

■ Vision and Goals - Priorities

1. Write two outcomes you would like to see from this initiative.
2. Discuss issues/opportunities associated with Downtown Manor.

■ Economic Opportunities

1. Where would you envision new infill development within Downtown?
2. Where would you envision redevelopment within Downtown?
3. What areas need to be upgraded/revitalized?
4. What are issues or areas that need to be changed?

■ Transportation Enhancements

1. What intersections do you feel could be improved?
2. Where do you see new roads or connections improving mobility, circulation, or connectivity?
3. Where would you like to see extended trails?
4. Where would improved or extended sidewalks benefit the study area?

■ Open Space/Parks

What areas need to be improved or created?

Discussion ?



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the January 2024 Departmental Reports.

BACKGROUND/SUMMARY:

- Finance – Scott Moore, City Manager
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Yalondra Valderrama Santana, Heritage & 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

- January 2024 Department Monthly Reports

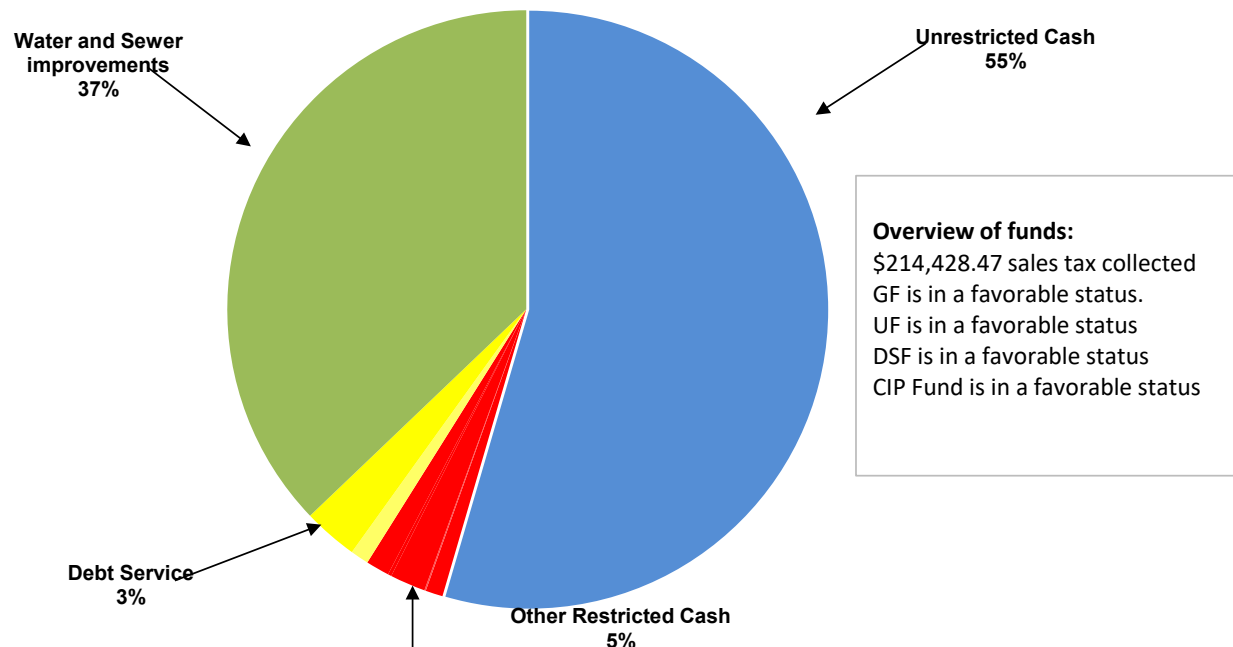
STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the January 24 Departmental Reports.

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

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of January, 2024**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	23,375,303	13,623,938				36,999,241
Restricted:						
Tourism				634,449		634,449
Court security and technology	52,224					52,224
Rose Hill PID				1,304,669		1,304,669
Manor Heights TIRZ				129,452		129,452
Customer Deposits		863,342				863,342
Park	672,335					672,335
Debt service			2,005,040			2,005,040
Capital Projects						
Water and sewer improvements				10,760,228	14,438,309	25,198,537
TOTAL CASH AND INVESTMENTS	\$ 24,099,862	\$ 14,487,280	\$ 2,005,040	\$ 12,828,799	\$ 14,438,309	\$ 67,859,291





Manor Police Department

Monthly Report January 2024



Manor Police Department By The Numbers



1731

Number of calls for
service

56

Average calls per day



Total Training Hours

363



Mental Health Calls

10



Juvenile Detentions

7

Interactions

**2**

Community Events

0

Hosted Events

2

External Events

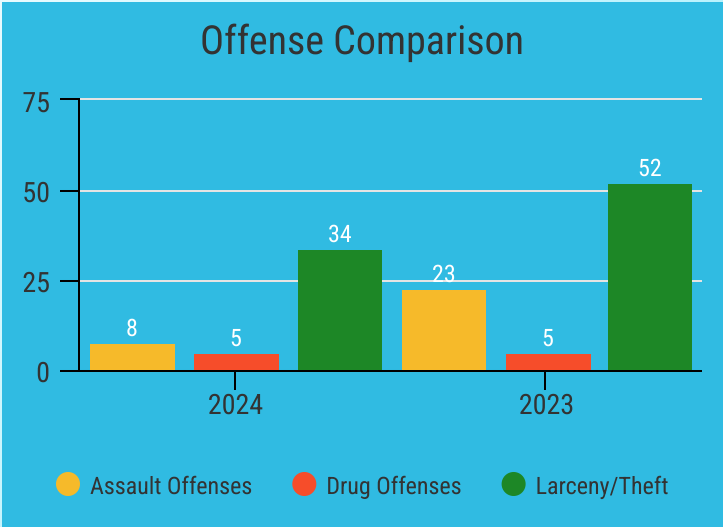
**0:02:26**

Average response time

**2.5**The average number of people
an officer interacts with per
call.**1.67**The average number of people
an officer interacts with per
stop.**2440**The estimated number
people officers interact
with on calls alone.**1294**The estimated number
people officers interact
with on stops alone.**3734**The estimated number
people officers interact
with total.

Criminal Offenses

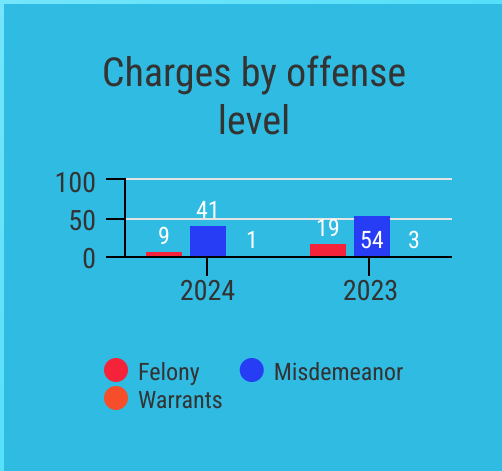
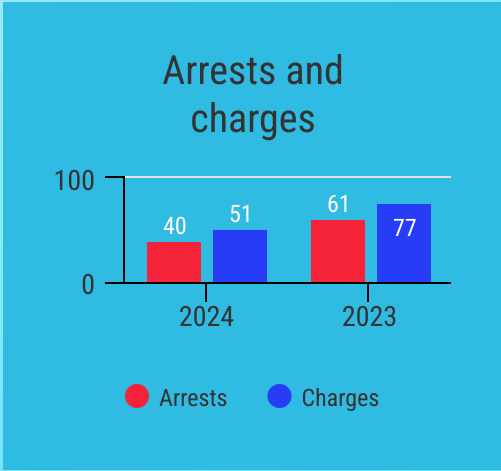
National Incident Based Reporting System



Offense Group	2024	2023
Group A	66	114
Group B	72	93

Crime Type	2022	2023
Persons	10	25
Property	40	76
Fraud	8	4
Crimes against Children	0	0
Other	8	9

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.

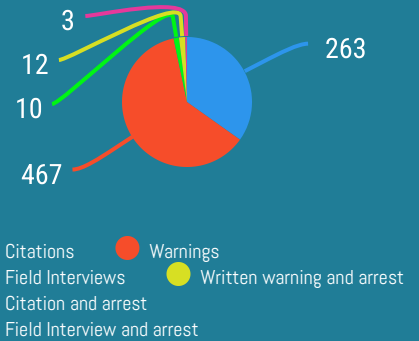
Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

Traffic Enforcement Analysis



755

Total traffic stops
conducted



15

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. 1.99% of all stops resulted in an arrest



42 searches out of 755 stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 5.56% of all stops resulted in a search

CONTRABAND

13

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 30.95% of searches produced contraband

Traffic Enforcement Analysis



Crashes & DWI

**Responded to
39**

**5
Involving Alcohol
or Drugs**

**14
DWI
Arrests**

DWI Arrests by the numbers*

LEADRS
Law Enforcement Advanced
Data Reporting System

Manor Police Department DWI Profile - January 2024





Travis County Emergency Services District No.12

Item 3.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operations and Prevention Summary – January 2024

Calls - Month

2024 - 425 (-4.4%)

2023 - 445 (+5.9%)

2022 - 420

Eng1201 - 108

Eng1202 - 99

Bat1201 – 41

SQ1203 – 60

Calls by Unit

SQ1201 - 161

Eng1203 - 117

FMO1201 – 19,

145 call reviews

Calls - CYTD

2024 - 425 (-4.4%)

2023 - 445 (+5.9%)

2022 - 420

AVG Response Time – Month

9 min, 19 sec*

AVG Response Time – CYTD

9 min, 19 sec*

**Response Time includes time from dispatch pick-up to first arrival on scene*

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	6	0	6	0
Bastrop Co. ESDs	0	0	0	0
BT1/ESD 13	0	1	0	1
Elgin VFD	0	0	0	0
TC ESD 2	8	8	8	8
TC ESD 11	5	0	5	0
TC ESD 9/6/3	0	0	0	0
WILCO Dept's	0	0	0	0
-----	-----	-----	-----	-----
TOTAL	19	9	19	9

Incident by Type

100 Fire.....	67	200 Rupture/Explosion...	2	300 EMS/Rescue	280
400 Hazardous Condition.	7	500 Service Call.....	34	600 Good Intent.	11
700 False Calls.....	24	900 Other.....	0	800 Nat. Disaster	0

Training and Events

- MNTHS Multipurpose Facility Grand Opening
- Manor Rise Academy Phase 2 Grand Opening
- Promotional Testing
- Department Recognition Event
- Range Day for TCOLE requirements
- New Engineers enrolled in BlueCard
- Stn.1203 / DO floor redone

Awards and Recognition

- Capt. Beals 8yrs.



Travis County Emergency Services District No.12

Item 3.

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Operations and Prevention Summary – January 2024

Prevention Division Activities (ESD/CoM)

Builder | Developer Mtgs.....0 (0/0)
Reviews.....58 (52/6)
Under Review.....0 (0/0)
Re-submittals.....26 (21/5)
Approvals / Permits Issued.....37 (31/6)
Awaiting Response from Applicant.....10 (5/5)
Review Turn-Around (AVG last 30 days) 6 days

Site Visits.....82
Initial Inspections45 (23/22)
Reinspection.....4 (1/3)
Residential Inspections.....0
Investigation Responses.....8 (6/2)
Hydrant Inspections/Tests.....10

###



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: February 21, 2024

RE: **January 13 to February 16 Economic Development Department activity**

-
- Attended 3 GBA project status meetings, 1 Chamber of Commerce Luncheon;
 - Zoom call and in-person meeting with BuildBlock principals on industrial development representation of other clients including Wonik, an EV battery manufacturer, downtown development plans, and developing infrastructure for Old Kimbro tracts;
 - Met with 290 Ginsel tract brokers to discuss potential major discounter location and incentives progress;
 - Met w/Lezlie Le and Turnkey Ventures re: modular home factory building 165K sf on 15-20 acres with 125 employees;
 - Zoom call w/Zalaram LLC, broker, CM and staff re: utility easements and requirements for wastewater at Manor Commercial Park;
 - Site tours with Chinese firm with an Austin office representing a Chinese EV battery manufacturer interested in purchasing 150 acres;
 - Zoom call w/Garfield Public/Private re: potential services on public facilities: schedule follow-up visit with CM;
 - Lunch with Cedar Park EDC to discuss recent common project activity;
 - Council communication on final brand selection, Chickenango brand rollout discussion;
 - 2 Zoom calls w/ Ryan Companies to discuss potential incentives for new restaurants sites
 - Lions Club Roundtable discussion w/Rep. Cole, TxDOT, CTRMA, Comm. Travillion, et al re: US290 expansion;
 - Zoom call w/BCG (accounting) and Gregory Miller on how they can support MHPFC;
 - Legislative update Zoom call with Opportunity Austin's Stacy Schmidt;
 - Met w/Lezlie Le and 3 principals from cold storage developer looking for sites in Manor;
 - Submitted East Manor Development No.1 (former CAYSA tract) RFP for Sports/Recreation Complex Feasibility Study Council approval and Manor Commons Amended 380 for Council consideration 2/21;
 - Zoom call on downtown planning with Catalyst Commercial and staff;
 - Met with developer and principal re: major hobby retailer for 973/290 SWC;
 - Met w/Julie Lessiter of TSU Round Rock re: new class offerings 2024;
 - Google meet with Lezlie Le and principals re: movie & entertainment venue site;
 - Attended 2 Regular City Council Meetings; 1 State of the City Address; 1 City Council Workshop; 1 Downtown Workshop; CTRMA Board meeting; 5 Staff meetings.

DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT

January 1 - 31, 2024

Description	Projects	Valuation	Fees	Detail
Certificate of Occupancy	1	\$0.00	\$172.00	
Commercial Accessory	1	\$36,024,095.00	\$1,642.00	
Commercial Electrical	1	\$3,279.00	\$0.00	
Commercial Irrigation	1	\$1,500,000.00	\$13,538.00	
Commercial New	1	\$2,551,395.00	\$41,960.00	La Mexicana
Commercial Plumbing	1	\$945.00	\$172.00	
Commercial Remodel/Repair	1	\$700,000.00	\$18,582.00	
Commercial Tenant Finish Out	1	\$0.00	\$2,049.30	Quarter Crossing
Multifamily New	12	\$396,265,045.00	\$1,721,250.85	View at Manor
Residential Accessory	1	\$10,000.00	\$142.00	
Residential Driveway	2	\$19,250.00	\$196.00	
Residential Electrical	6	\$117,622.27	\$917.00	
Residential Foundation Repair	10	\$108,072.50	\$970.00	
Residential Irrigation	30	\$54,061.20	\$3,210.00	
Residential Mechanical/HVAC	3	\$43,324.00	\$456.00	
Residential New	17	\$6,338,259.50	\$148,649.40	
Residential Plumbing	2	\$2,145.00	\$214.00	
Residential Swimming Pool/Spa	1	\$45,000.00	\$212.00	
Right of Way	3	\$0.00	\$0.00	
Temporary Sign	1	\$0.00	\$37.00	
Totals	96	\$443,782,493.47	\$1,954,369.55	

Total Certificate of Occupancies Issued: 60

Total Inspections(Comm & Res): 1,070

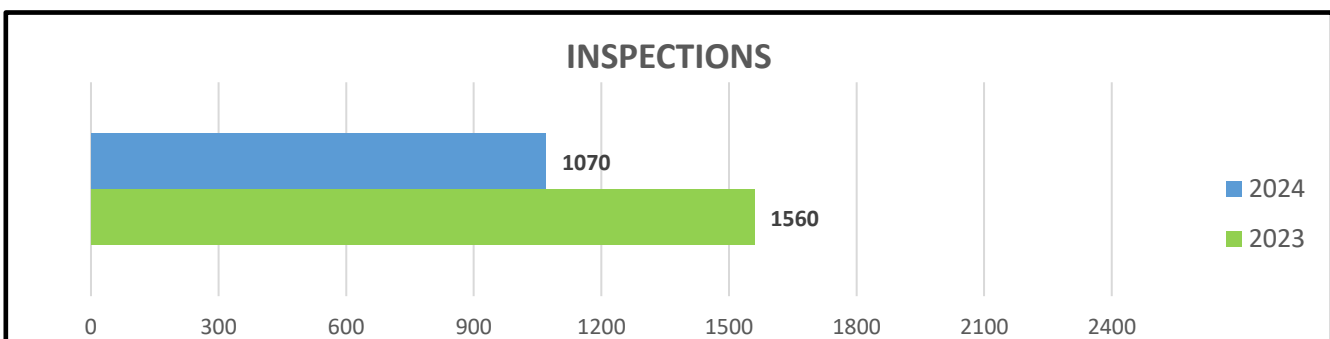
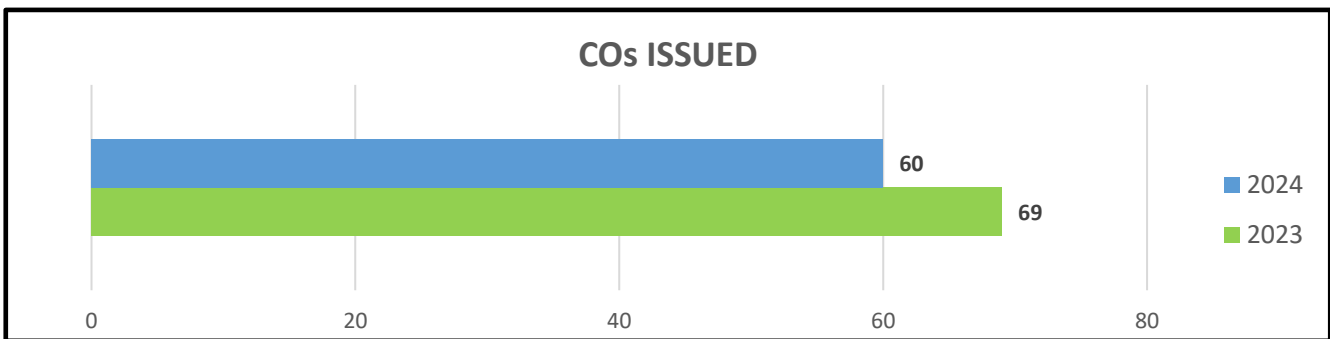
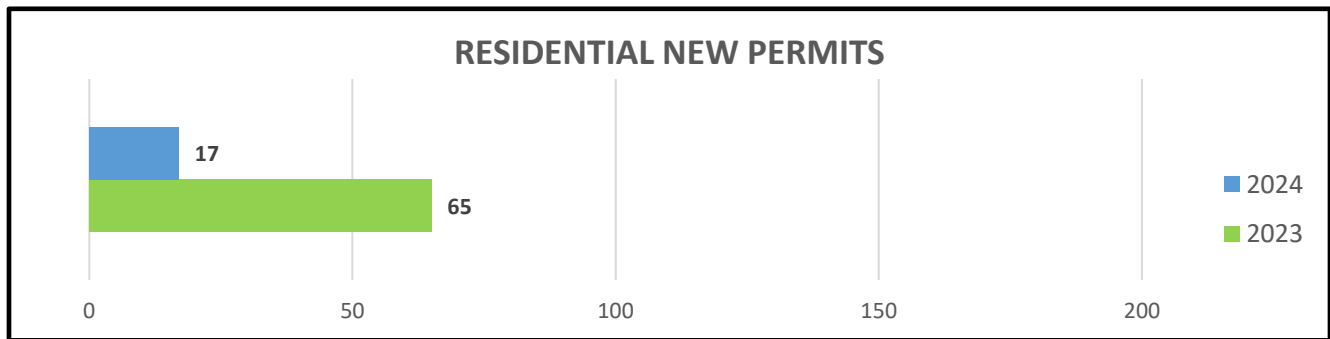
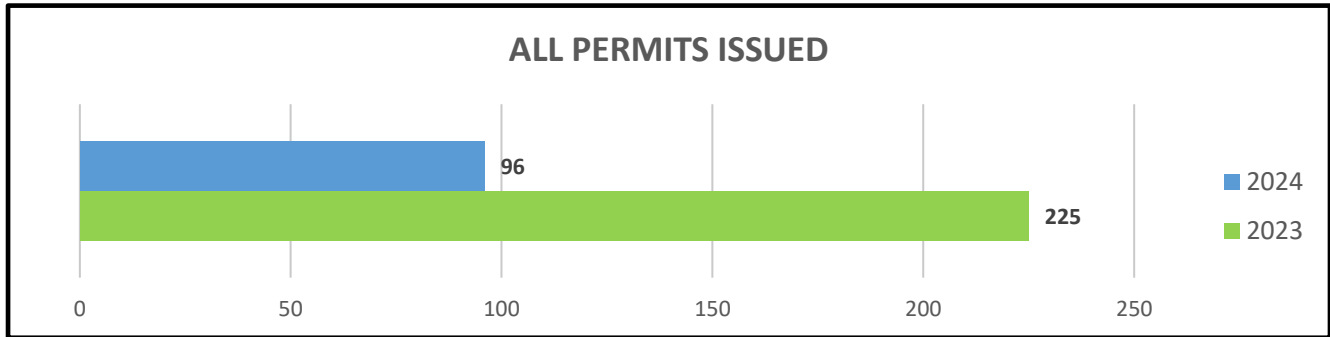
Scott Dunlop, Development Services Director





January 2024

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Date: February 21, 2024
RE: **January Report**

UPCOMING SPRING & SUMMER SPECIAL EVENTS

Easter Egg-Heli-Drop

Sat, March 30th from 11am to 3pm

Cottonwood Development, 15317 US Hwy 290 E. Manor

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

4TH Annual ManorPalooza

Fri, May 3rd from 5pm to 10pm & Sat, May 4th from 11am to 11pm

Manor Art Park, 111 S Lexington St. Manor

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

Juneteenth

Wed, June 19th from 5pm to 9pm

Timmermann Park, 12616 Skimmer Run, Manor

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

- Freedom/Memorial Walk
- Historical Display
- Food Vendors
- Live Music & Speakers



MEMO

Surrounding Cities Events:

- Juneteenth Celebration – Elgin TX – 2nd weekend of June
- Juneteenth's Parade and Brunch – Taylor TX – June 15th
- Juneteenth's Parade and Brunch – Taylor TX – June 19th

4th of July

Thurs, July 4th from 7pm to 10pm

Location Options:

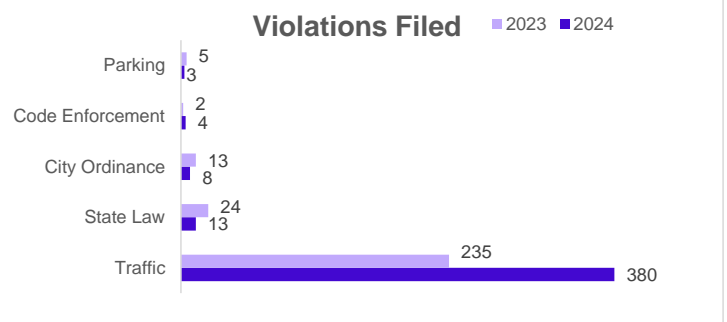
- Manor ISD Athletic Complex, 14832 FM 973 Manor
- Cottonwood Development, 15317 US Hwy 290 E. Manor

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

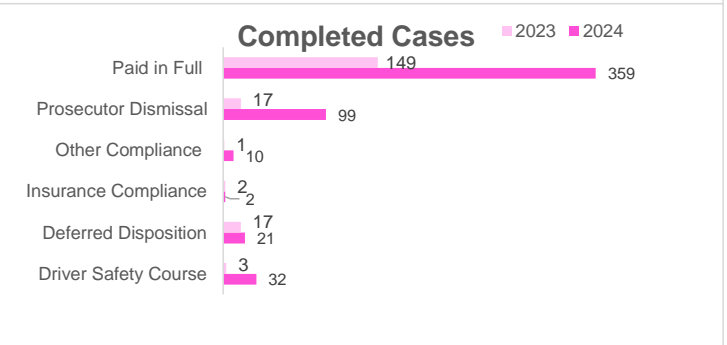


January 2024 Court Report

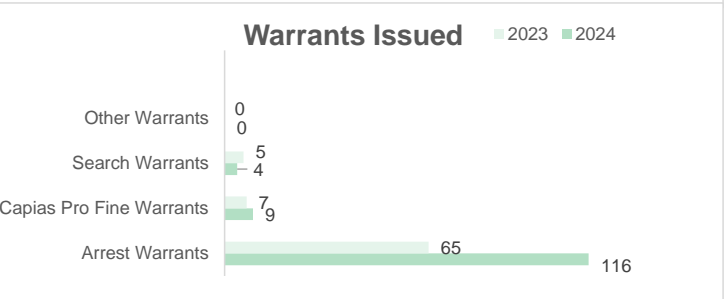
Violations Filed	2024	2023
Traffic	380	235
State Law	13	24
City Ordinance	8	13
Code Enforcement	4	2
Parking	3	5
Totals:	408	279



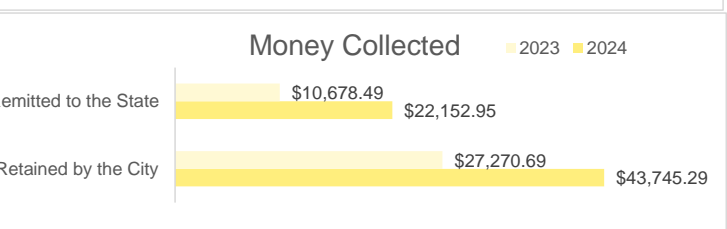
Completed Cases	2024	2023
Driver Safety Course	32	3
Deferred Disposition	21	17
Insurance Compliance	2	2
Other Compliance	10	1
Prosecutor Dismissal	99	17
Paid in Full	359	149
Totals:	523	189



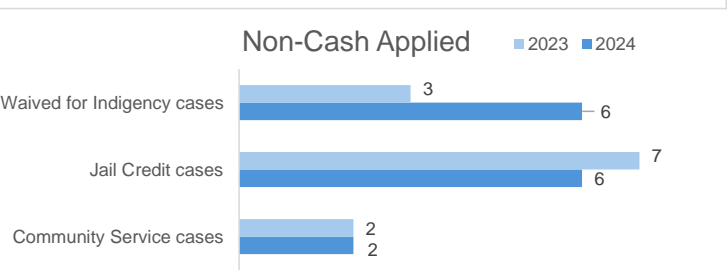
Warrants Issued	2024	2023
Arrest Warrants	116	65
Capias Pro Fine Warrants	9	7
Search Warrants	4	5
Other Warrants	0	0
Totals:	129	77



Money Collected	2024	2023
Retained by the City	\$43,745.29	\$27,270.69
Remitted to the State	\$22,152.95	\$10,678.49
Totals:	\$65,898.24	\$37,949.18



Non-Cash Applied	2024	2023
Community Service cases	2	2
Jail Credit cases	6	7
Waived for Indigency cases	6	3
Totals:	14	12





MEMO

To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: February 21, 2024
RE: **January Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

In January, 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 January, 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.

Water Production & Purchase

In January, 9 % of the water we supplied to our residents was from our wells, and we purchased 91 % from EPCOR and Manville WSC.

Population

City of Manor- 20,939

Shadowglen- 7,007

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
January 17th, 2024

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	Sent the final acceptance letter. Next steps for sending retainage. Reviewing pay application for retainage.	100%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12” gravity wastewater main	Change order has been signed. Will go before Council at the February 7 meeting.	99%
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	Line is still holding water and vent pipes are not installed. New PM Marshall, waiting on vent pipe material before sending an updated schedule. Crew will be on site at the end of this month. (Have not gotten an official date yet)	99%
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Submitted documents for TCEQ review and approval. (100-150 Day review period from November 10 th for variance request). Lift Station final recon 1.2.24	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.	Precon held on January 10. Contractor working on submittals for items that have a long lead time such as the generator.	Construction Phase
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	Waiting on updated construction costs from contractors if City provides the pipe and gate valve.	Working on easement acquisition and addressing issues/concerns about easements from property owners.
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	Working on access easement for West Elgin property. Currently bypassing Bell Farms. Bypass delayed at PG. Finalizing a meeting with Gaspar. CO#2 to cover: <ul style="list-style-type: none"> - Remove and replace electrical slab at BF and electrical associated. - Bypass associated with this work 	Construction documents 100%. Bid phase 100% Construction phase 65%

		<p>Expected future CO</p> <ul style="list-style-type: none"> - Possible PG genset slab - PG grade rings adjustments - Valve vault revision at BF 	
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Santa Clara is the contractor. Received schedule and reviewing submittals. Started to bore under Bois de Arc. Communicating with property owners re: fencing, gates, access.	Construction documents 100%. Bid phase 100% Construction phase 5%
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finalizing plans, specs, OPC. Need to send plans, OPC to developer.	Construction Documents 99%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Preliminary engineering completed. Materials assembled and sent to grant admin for submittal to EDA.	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 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	<p>Model Review Meeting follow up Memo – covers recommendations regarding design criteria and modeling protocol</p> <p>Once we’ve received comments and consensus is reached on memo recommendations, we will finalize Future Growth Modeling</p>	
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Continue working revisions to the Water master plan draft report. Working on alternative water sources and what treatments and costs would be for all options.	Report Phase – revisions from City Comments
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	At the request of the AC will look into impact fees for Hutto as well as different scenarios on credit amounts for developers and	The next meeting will be on February 13

Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Proposed subdivision is being modified resulting in required revisions to PUD, Concept Plan, Preliminary Plat. Site for groundwater storage tank may be adjusted, so we are on hold until we receive updated information.	Construction documents at 60%
FY2022 Tax Note-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 N waterline alignment and obtaining easements.	Construction plans are being worked on. Waiting on easements.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	Complete Revised Permit application was sent in Nov 15 th . Printed copy of revised permit has been delivered for display at City Hall. Alternate language NAPD was sent to TCEQ Nov 27 th . Permit has been posted.	Permit Submittal
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding	Bid opening held on July 7, 2023. Contract approved by Council at August 2, 2023 meeting. Change order is going before Council tonight.	Revised change order #1 will be on the February 7 Council Agenda.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro	Project was awarded at January 3 Council meeting.	Precon conducted on January 17. Contractor preparing pricing for modifications to Lexington median.
2024 SSES	SSES investigations in the next leakiest basin from the 2022 flow monitoring	All necessary forms have been submitted to Lluvia for the February 7 th Council Meeting.	

Streets and Parks Monthly Report January 2024

Daily Duties and Projects 1-1-2024 / 1-31-2024

Street Maintenance

Repaired water cut with base and asphalt on Llano St.

Crack-sealed High Sierra St. East and West, Forest Sage St. East and West, Pine Needle St. East, and Prairie Sage Cove.

Installed STOP sign at Sparks Ln. and Sparks Rd.

Replaced speed bumps on Lexington St. near the golf cart crossing.

Repaired speed limit sign at Bella Parkway.

Repaired the STOP sign at Old Kimbro Rd.

Repaired the STOP sign at E. Rector St. and La Grange St.

Repaired the STOP sign at Grassdale and Old Kimbro Rd.

Removed a dead tree on W. Brenham St.

Pothole repairs at Johnson Rd, Old Kimbro, S. San Marcos St, E. Brenham St, Tower Rd, Gregg Ln, Shadowglen Blvd, Bois-D-Arc, N. Bastrop, and Abrahamson Rd.

Storm event flooding- closed N. Lexington St. and Old Kimbro N. of 290.

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

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

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

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

Parks/ Maintenance

Trimmed creek trees at Cottonwood Development property.

Mowed Cottonwood Development property.

Added Kiddy mulch to Timmermann, Greenbury, and Jennie Lane Park playscapes.

Took down and stored all Christmas lights and decorations.

Power washed City Hall twice on the South and East sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities completed.

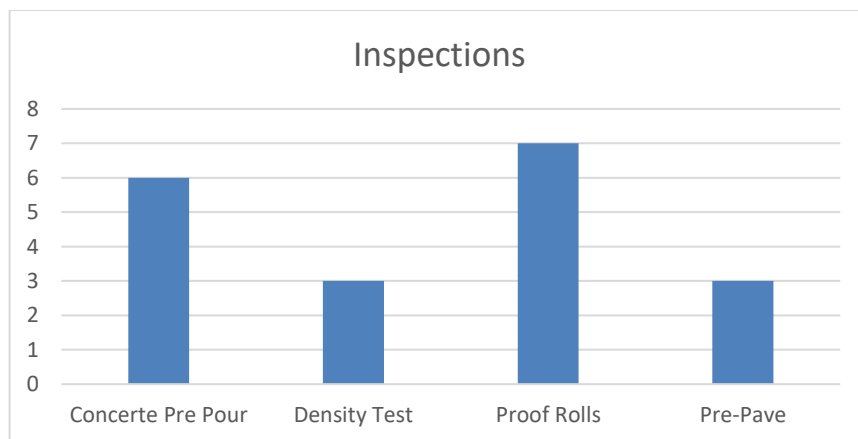
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle and equipment check and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty.

748 - inspections are completed this month.

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



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

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

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

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

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

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

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

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

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

Manor Heights Phase 4 – Development process.

LA Mexicana – is about to start the Development process.

North Forest Office Building – building process.

Manor New Tech – building process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3- waiting on 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 & 23A walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 25 & 26 1-year walkthough 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 – waiting to build.

Presidential Glen Commercial WW – in building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3

Presidential Glen Townhomes – not started.

Sherwin Williams - Building process.

Las Entradas Section 3- Building process.

Las Entradas Section 4 – Building process.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 & Murchison – not started.

Valvoline – Development process.	process.
Holley Smith Phase 1A – not started.	Eggleston Extension – closed. Opening pending.
Eggleston Extension – Development process.	Cap Metro Contracted roads are in the process of being prepped for paving.
The View at Manor apartments – Development	

Cemetery Report

January 4, 2024- Monitor the cemetery.

January 8, 2024 – Met with Mr. Adan Aguirre and selected a plot for the family.

January 10, 2024 – Met with the neighbor who witnessed a homeless person living outside of the perimeter of the west wall.

January 10, 2024 - Removed the dead flower arrangements of three recent burials. Picked up broken glass containers. Filled three large garden bags of trash and left at the exit trash container.

January 14, 2024 - Monitored the cemetery.

January 18, 2024 - Monitored the cemetery.

January 22, 2024 – Monitored the cemetery.

January 26, 2024 – Monitored the cemetery.

January 31, 2024 - Monitored the cemetery.

WATER/ WASTEWATER MONTHLY REPORT JANUARY

WASTEWATER	TASK COMPLETED
SERVICE CALLS	16
MANHOLES REPAIRED	2
SEWER BACKUPS	6
CUSTOMER BACKUP	1
TAPS	1
LINES LOCATED	1
CLEANOUTS REPAIRED	3
SEWER SMELL	2
WATER	TASK COMPLETED
SERVICE CALLS	69
WATER LEAKS SERVICE LEAKS	5
CUSTOMER LEAKS	8
WATER MAIN REPAIRS	2
NEW SERVICE TAPS	1
HYDRANT REPAIR/REPLACED	1
ANGLE STOPS REPLACED	1
LINES LOCATED	1
MANVILLE BROWN WATER	1
BROWN WATER	6
WATER PRESSURE/ FROZEN CUSTOMER PIPES	13
WATER TURN ON/OFF	9
BAC T SAMPLES	20
COVER UP	1
INSPECTIONS	
SITES INSPECTED	136
MANHOLES	11
WASTEWATER LINES INSTALLED	8
MANDRELS	
CONSTRUCTION METER SET	
CONSTRUCTION BAC T	1
PRE-CONS	2
DENSITIES	10
WASTEWATER LINES TESTED	1
WASTEWATER SERVICES INSTALLED	73
WATER SERVICES INSTALLED	25
FIRE HYDRANTS INSTALLED	8
WATER VALVE INSTALLED	14
PUNCH LIST WALK THROUGH	1
FLOW TEST	4
MANDREL PULLED	1



MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Director

Meeting Date: February 21, 2024

RE: January 2024

Meetings and Events:

HR Workshop Roundtable Meeting

January 11, 2024

January 25, 2024

Staff Meetings

January 9, 2024

January 23, 2024

January 30, 2024

City Council Meetings

January 3, 2024

January 17, 2024

January 2024

- January 9- Introduction call with Synerion regarding possible timeclock options.
- January 10- Manor Heights IA#4 Bond kickoff meeting.
- January 16- Updates on the State and Local Fiscal Recovery Funds Texas NEU Program via zoom meeting.
- January 19- Phone conference with Enterprise regarding license plates and other ongoing issues.
- January 23- Budget Committee Meeting.
- January 24- Manor Heights PID IA#4 meeting.
- January 24-Spring/ Summer event committee meeting.
- January 31- Meeting with Chief and candidate for Emergency Management Coordinator.
- HR has extended work hours to ensure continuity in the finance department.
- Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and



MEMO

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: February 21, 2024

RE: January Monthly Report

The following are accomplishments from January.

1. AT&T to start fiber install work at Public Works.
2. We have engaged tech support for the Mobile Device Manager location issues. No resolution as of yet.
3. 63 Tickets opened for the month, and 62 of those closed. Top contributors PD. No tickets are waiting for customer response or contractor fulfillment.



MEMO

To: Mayor and City Council Members

From: Lluvia T. Almaraz, City Secretary

Date: February 21, 2024

Re: **January 2024 – Monthly Report**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4											
Council Minutes	Minutes recorded, prepared, approved, archived	6											
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0											
Resolutions	Resolutions written and processed	2											
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0											
Deeds/ Easements	Executed and Recorded	3											
Annexations	Prepared & Recorded	0											
Public Improvement Districts	Agreements approved & and executed	0											
Contracts & Agreements	Contracts and agreements approved and executed	4											
Bids	Bids advertised, received, tabulated, awarded, recorded	0											
Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0											

MEMO

Alcohol Permits	New Alcohol permit certificate or renewed	2											
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0											
	Boxes of documents destroyed in accordance with records retention schedule	0											
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21											
	Number of Open Records Requests processed (within 10 days as required) General Requests	19											

COUNCIL MEETINGS

- Council Regular Meetings – January 3rd and January 17th
- Council Workshops – January 3rd and January 6th

OTHER MEETINGS

- Mayor & City Manager Agenda Review Meeting – January 10th
- North Texas Municipal Clerks Association (NTMCA) Meeting – January 18th
- Mayor's Ball Meeting – January 25th
- Mayor's Ball Venue Meeting – January 30th
- Mayor & City Manager Agenda Review Meeting – January 31st

TRAINING

- Texas Municipal Clerks Association (TMCA) Election Seminar– January 10-12th
- NTMCA Webinar Training (Election) – January 19th
- JustFOIA Pro and Document Management Webinar Training (Open Records) – January 23rd
- JustFOIA Deep Dive: Forms Best Practices Webinar Training (Open Records) – January 24th



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

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the January 2024 City Council Monthly Reports.

BACKGROUND/SUMMARY:

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- January 2024 City Council Monthly Reports

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the January 2024 City Council Monthly Reports.

Manor City Council

Monthly Report

Name: Dr. Christopher Harvey Place/Position Mayor

Start Date: January 1, 2024 End Date: January 31, 2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	3, 17	Regular scheduled city council meeting
City Council Workshop	3, 6	Workshop on city council monthly reports Joint workshop with planning and zoning

Other Meetings

Type of Meeting	Date	Description
Preliminary Agenda Meetings	10, 31	Meeting with city manager and city secretary over the upcoming agenda items
State of the City Prep	8	Video production

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	Description
Economic Development	Yes	10, 17	-Ginsel Tract meeting in Taylor w/Jones and Moore Meeting w/Jones, Moore, Dunlop on 800 Lexington project -Meeting with Chuck Branch from Dallas TX area regarding economic opportunities for varied housing products in Manor
Mayor Community Collaborative	Yes	25, 31	- Mayor's Ball Discussion - Teams meeting to discussion purpose and recruitment

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description
TXDOT meeting	16	Virtual meeting – this presentation and news articles was the premise for my concern that help lead to the 2/1/2024 meeting;

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
Derrick White	4	5K Walk meeting at 11am – schedule phone meeting at 11am
ACC Learning Festival	18	At HLC – some communities are already to participate in the inaugural event. Manor can't make it happen this year so we will wait until 2025. Event is March 4-9 (linked is the file)
EMS:		
Other:		

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

TIER 4

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

Regional Meetings

Group Name	Date	Description
Austin Health Council		Event was on 2/1/2024 - No January event due to changing of CEO – however there are two meetings next month.

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

Manor City Council

Monthly Report

Name: Anne Weir Place/Position Councilmember Pl. 2

Start Date: Jan. 1, 2024 End Date: Jan. 31, 2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Manor City Council	Jan. 3, 2024	General Regular Meeting
Manor City Council	Jan. 17, 2024	General Regular Meeting

Other Meetings

Type of Meeting	Date	Description
City Council Workshop	Jan. 6, 2024	Joint Workshop Session between City Council & P&Z AGENDA - Goals & Vision

Other

Type	Date	Description

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
HEALTH Committee	YES	Jan. 10, 2024		Derrick White REQUESTING City Support for 5K Race
Health Committee	YES	Jan. 10, 2024		To Discuss taking a meeting with BEWELL COMMUNITIES to discuss a collaboration

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
HEALTH COMMITTEE	YES	Jan. 24, 2024		Zoom Conf. - Dr. Efuribe w/ Centered Youth Clinic to discuss pilot program
HEALTH COMMITTEE	YES	Jan. 24, 2024		Zoom Conf. - Haley Gardiner of BEWELL Communities PROGRAM - EXPLANATION OF PROGRAM

Other

Type	Date	Description
HEALTH Committee	Jan. 17, 2024	BMHC (Michael Lambert) discussed next steps to serve needs of the community
HEALTH Committee	Jan. 31, 2024	BMHC (Michael Lambert) discussed meeting with possible collaboration organizations Discussed a survey for community input

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

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description
CTRMA Board Mter.	Jan. 31, 2024	CTRMA Board Meeting attended to discuss the future of TxDOT and Hwy 290 in regards to the City of Maricopa

Community Meetings (minimum of 2)

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

Other

Type	Date	Description

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

Anne
Maria
Chief Ryan
Scott Moore
Scott Jones
Aaron Moreno



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, January 31, 2024

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

AGENDA

No action on the following:

1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

*See **Notes** at the end of this agenda.*

2. Approve the minutes from the December 13, 2023 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
4. Approve the annual compliance report for submittal to the Texas Department of Transportation as required by 43 Texas Administrative Code §26.65.

Regular Items

Items to discuss, consider, and take appropriate action.

5. Accept the financial statements for November 2023 and December 2023.
6. Approve and adopt the 2023 Annual Report.
7. Discuss and consider approving a contract with Freeit Data Solutions, Inc. for information technology services.
8. Discuss and consider approving a contract with SHI Government Solutions, Inc. for Microsoft Enterprise software.

Briefings and Reports

Items for briefing and discussion only. No action will be taken by the Board.

9. Quarterly Updates.
 - A. 183A Phase III Project
 - B. 183 North Mobility Project
 - C. Barton Skyway Ramp Relief Project
10. Executive Director Report.
 - A. Agency performance metrics.
 - i. Roadway Performance
 - ii. Call-Center Performance

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

The Board may deliberate the following items in executive session if announced by the Chairman:

11. Discuss the exchange or purchase of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property).

12. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
13. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
14. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

15. Adjourn meeting.

Notes

Opportunity for Public Comment. At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Participation by Telephone Conference Call. One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting that by law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting will be made available to the public.

TEXAS TRANSPORTATION CODE Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

TEXAS GOVERNMENT CODE Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

Manor City Council

¹Monthly Report

Name **Maria Amezcua**

Place/Position

Place 3

:

Start Date: 01/01/2024End Date: 01/31/2024

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
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	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
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TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council Meeting	01/03/2024	
City Council Workshop	01/03/2024	
City Council Workshop	01/06/2024	City Council & Planning and Zoning Commission Joint Workshop
Regular Council Meeting	01/17/2024	

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Budget Committee	Yes	01/23/2024	April	Regular scheduled committee meeting
Capital Improvements	No	01/29/2024	April	Regular scheduled committee meeting



Maria Amezcua, Chairperson
Deja Hill, Council Member

Staff Liaisons
Scott Moore, City Manager
Director of Finance
Tracey Vasquez, HR Director

Budget Committee

Tuesday, January 23, 2024 at 11:00 AM

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

AGENDA

Via Telephone/Video Conference

(Teams Meeting)

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

- ② • Discussion of City Council Education line item for FY 2023-2024 budget.
- ③ • Discuss the request to add the Commander position to the current Pay Scale and freeze the Lieutenant position and Pay Scale to be re-opened later.

✗ • Discussion FY 23-24 Annual Budget Expenditures

④ Next budget meeting

ADJOURNMENT



9601 Amberglen Blvd. #109
Austin, TX 78729

CAPITAL COMMITTEE MEETING AGENDA

Project name: Capital Committee Meeting

Project number: 14667.00

Date: 01/29/2024

Time: 03:00PM

Attendees: [Matthew Woodard](#) (Meeting Organizer)

[Deja Hill](#)

[Maria Amezcua](#)

[Scott Moore](#)

[Scott Dunlop](#)

[Frank Phelan](#)

[Pauline Gray](#)

Agenda

- Meeting Regroup
 - May 24, 2023 Last Meeting
 - Since the last meeting, 10 projects completed
 - Total number of projects in progress
 - Current CIF Status
 - CIP has been approved
 -
 - Planned CIP Project (FY 2023-2025)
 - 10 projects planned
 - Review of current projects
 - Review of planned projects
 - Review of funding sources
 - Establishment of new project funding sources for selected projects
 - Next steps
 - Next meeting date
-
- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
-
- * Quarterly Committee Reports Due October, January, April, July

TIER 3

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

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:Presidential Glen	01/4 01/12 01/17 01/24 01/29 01/31	Discussion about setting up next board meeting (2/16/24 was selected) Past due accounts Voting matters Recruiting volunteers for ACC (Architectural Control Committee) Removing current ACC members Waiving fees
ESD:		
ManorISD:	01/17/2024	Manor New Technology Multipurpose Grand Opening
Other:Chamber of Commerce	01/11/2024	

<input type="checkbox"/> ☆ Carlos .. Priscilla 10	Inbox HOA FW: Presidential Glen Master [REDACTED] William McKinley Way - Unsightly - Goodwin Global Stage 5 Policy - Fine - a	Jan 31
<input type="checkbox"/> ☆ Carlos, Jenni., me 7	Inbox HOA APM - ACC Volunteers - >> Goodwin (manger) will have limited oversight on the ACC committee. >> Ideally, th...	Jan 29
<input type="checkbox"/> ☆ Jennifer, Carlos 3	Inbox HOA Amount of Fees Waived - > *Goodwin & Company* > > OFFICE: 512-502-7042 > > CUSTOMER CARE: 855-289...	Jan 29
<input type="checkbox"/> ☆ Carlos .. Jennifer 30	Inbox HOA RE: ACC - > *Goodwin & Company* > > > > OFFICE: 512-502-7042 > > > > CUSTOMER CARE	Jan 26
<input type="checkbox"/> ☆ Carlos Cepeda	HOA APM - Majority Vote from Board Members - Community Manager Goodwin & Company OFFICE: 512-502-7042 CUST...	Jan 26
<input type="checkbox"/> ☆ Carlos .. Priscilla 8	Inbox HOA FW: Account [REDACTED] Nelson Houser St. Manor TX 78653 - > *Goodwin & Company* > > OFFICE: 512...	Jan 24
<input type="checkbox"/> ☆ Carlos, Norman 3	Inbox HOA RE: FW [REDACTED] -Presidential Glen - Community Manager Goodwin & Company OFFICE: 5...	Jan 17
<input type="checkbox"/> ☆ TownSq	Inbox [Presidential Glen] TownSq: Upcoming Freeze Advisory - New announcement! A recent announcement was mad...	Jan 12
<input type="checkbox"/> ☆ Jennifer .. Carlos 7	Inbox HOA Re: FW: APM - Annual meeting follow up - Community Manager Goodwin & Company OFFICE: 512-502-7042 ...	Jan 4



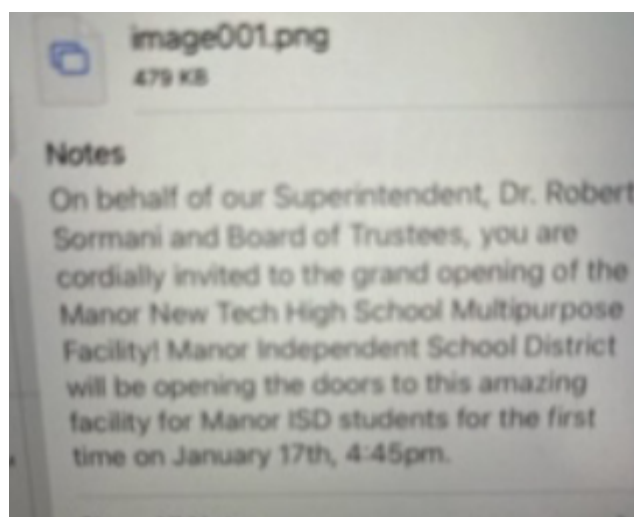
JANUARY 2024 MEMBERSHIP MEETING
THURSDAY, JANUARY 11, 2023

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance and Invocation
3. Thank you to Good Luck Grill for providing lunch!
4. Treasurer's Report – Checking - \$9685.86 Savings - \$5,241.56 - Total - \$17,397.15
5. Introduction of Visitors and Members
6. Membership Report – We currently have 194 Chamber Members as of December 31, 2023. "Thank You" for your support in your Chamber and growing with us! We not had three new renewals in the month of December. Welcome Back to Manor Kids, Dentist, Grateful Ted's Carpet Cleaning and American Legion Post 331.
7. Recognition of Outgoing Board Members – Debbie Charbonneau, Anthony Dennis and Sonia Wallace – Sean Donnelly
8. Recognition of New Board Members – Michelle Anderson, Selena Chambers and Amanda Williams and Mandy McCleery; Executive Committee – Sean Donnelly, President; Dr. Joey Dietrich, Vice President; and Dr. Karen Smith, Secretary – Sean Donnelly
9. Events Committee Report – Tim Schultz
10. List the new Events & Promotions for 2024 and need everyone to sign up to serve – Sean Donnelly
11. Adjourn

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

The next meeting will be Thursday, February 8, 2024. Our speaker will be Mayor Christopher Harvey where he will give his annual "State of the City" Address.
Lunch will be provided by Mirchi Boyz.



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

TIER 4

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

Regional Meetings

Group Name	Date	Description
CTRMA	01/31/2024	Regular Meeting of the Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, January 31, 2024

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

AGENDA

No action on the following:

1. Welcome and opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

See Notes at the end of this agenda.

2. Approve the minutes from the December 13, 2023 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
4. Approve the annual compliance report for submittal to the Texas Department of Transportation as required by 43 Texas Administrative Code §26.65.

Robert W. Jenkins, Jr., Chairman • Nikelle Meade, Vice Chair • David Singleton, Treasurer • Mike Doss, Secretary
• David B. Armbrust • Heather Gaddes • Ben Thompson • James M. Bass, Executive Director

Regular Items

Items to discuss, consider, and take appropriate action.

5. Accept the financial statements for November 2023 and December 2023.
6. Approve and adopt the 2023 Annual Report.
7. Discuss and consider approving a contract with Freeit Data Solutions, Inc. for information technology services.
8. Discuss and consider approving a contract with SHI Government Solutions, Inc. for Microsoft Enterprise software.

Briefings and Reports

Items for briefing and discussion only. No action will be taken by the Board.

9. Quarterly Updates.
 - A. 183A Phase III Project
 - B. 183 North Mobility Project
 - C. Barton Skyway Ramp Relief Project
10. Executive Director Report.
 - A. Agency performance metrics.
 - i. Roadway Performance
 - ii. Call-Center Performance

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

The Board may deliberate the following items in executive session if announced by the Chairman:

11. Discuss the exchange or purchase of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property).

*Mobility Authority Board Meeting Agenda
Wednesday, January 31, 2024*

12. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
13. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
14. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

15. Adjourn meeting.

Notes

Opportunity for Public Comment. At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board must register in advance and provide the speaker's name, address, phone number and email, as well as the agenda item number and whether you wish to speak during the public comment period or during the agenda item. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Participation by Telephone Conference Call. One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (see below). Under that law, each part of the telephone conference call meeting that by law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting will be made available to the public.

TEXAS TRANSPORTATION CODE Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

*Mobility Authority Board Meeting Agenda
Wednesday, January 31, 2024*

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

TEXAS GOVERNMENT CODE Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

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

Manor City Council

Monthly Report

Name: **Sonia Wallace** Place/Position Councilmember place 4

Start Date: 01/01/2024 End Date: 01/31/2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Regular Meeting	1/03/2024	
Council Workshop	1/3/2024	City Council Compensation Plan Review
Council and P&Z Commission Joint Workshop Session	1/6/2024	Goals and Vision
Council Regular Meeting	1/17/2024	

Other Meetings

Type of Meeting	Date	Description

Other

Type	Date	Description
Manor Heritage Society Meeting	1/31/2024	Meeting Minutes attached

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

January 31, 2024

Manor Heritage Society Event Update Meeting

Called to Order at 11:130a.m. By Ruth Biscoe MHS President

Prayer: President Ruth

Meeting Minutes: Read by Secretary Teresa Johnson, minutes of the January 10th meeting read. Minutes were adopted.

Treasurer' report and updates: Not available. Treasurer Soleece out of town, not in attendance.

Amber, Anne and Sonia not present. Communicated via text messaging.

Minutes: Went over every task and wrote updates. Text board members and received their updates. Each board member will receive copy of updated task document plus save the date flyer via email. Follow ups to be conducted Sunday, 2/4/24.

New Business: Ruth and Teresa along with any other board member to go together in person next week, Tuesday the 6th, Wednesday 7th and Thursday 8th to each possible sponsor to request donation and post up flyers.

Save the date invitation to use 1st week of February as we continue confirming performers and sponsors and redo flyer for second and third week marketing.

Mrs. Amber to post on social media. Teresa to update website.

Awaiting venmo and paypal QR code from Mrs. Peaches. This is used immediately to accept donations.

City Council Meeting donation presentation on Wednesday 2/4 arrive by 6:50p.m., must sign up to speak. Ruth to make request, Teresa and possibly Amber & Peaches to attend. Please wear MHS t-shirts.

12:08pm MHS event task Meeting Adjourned 1/31/24

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Parks Committee	Yes	1/18/2024	4/17/2024	Summary Minutes attached

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

Other

Type	Date	Description

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

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



**PARK COMMITTEE
SUMMARY MINUTES
January 18, 2024**

THIS ADVISORY COMMITTEE MEETING WAS HELD FOR REVIEW AND DISCUSSION ONLY; NO ACTION WAS TAKEN

COMMITTEE MEMBERS

PRESENT:

Sonia Wallace, Chairperson
Aaron Moreno, Council Member

CITY STAFF

Matt Woodard, Director of Public Works
Scott Moore, City Manager
Lance Zeplin, Streets/Parks Superintendent
Scott Dunlop, Development Services Director
Yalondra Santana, Heritage and Tourism Manager
Melissa Sanchez, Public Works Administrative Assistant

SESSION – 5:30 P.M.

The Manor Park Committee was called to order by Chair Sonia Wallace at 5:33 p.m. on Thursday, January 18, 2024, in the Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The discussion was held regarding the following:

- **Discussion on Masterplan Update**

Gandolf Burrus with Grant Development Services was not able to attend the meeting. Mr. Gandolf will provide an outline and set up a town hall meeting to get feedback from the community. Once information has been provided, the Committee will recommend a follow-up meeting.

- **Discussion on Park Amenities at Timmermann Park**

Lance Zeplin, Superintendent of Parks and Streets, discussed the installation of trail lights at Timmermann Park. He also discussed the installation of a sidewalk from Skimmer Run to the trail along Ring Rd. He stated that the Public Works Department had received three bids for installation services.

A discussion was held regarding additional park amenities.

A discussion was held regarding the committee's recommendation to be provided to the City Council for consideration.

- **Discussion on Park Lighting Update**

The park lighting update was discussed during the discussion on park amenities.

- **Discussion on Dog Park/Amenities**

A discussion was held regarding the committee's suggestion of adding dog amenities to the master plan.

- **Discussion on Ordinances on Metal Detecting at City Parks**

A discussion was held regarding clarifying the city's regulations for prohibiting metal detection.

A discussion was held regarding the renaming of city trails.

- **Discussion on Future Meeting Dates**


A discussion was held regarding upcoming meetings for 2024.

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

ADJOURNMENT

The Session of the Manor Park Committee adjourned at 6:18 p.m. on Thursday, January 18, 2024.

SUBMITTED BY:


Melissa Sanchez, Administrative Assistant

Manor City Council

Monthly Report

Name: Aaron Moreno Place/Position Council member Place 5

Start Date: 01/01/2024 End Date: 01/31/2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council workshop	01/03/24	Attended, City Council Compensation Plan Review
Council Regular Meeting	01/03/24	Attended, regular council meeting.
Council/P&Z Workshop Session	01/06/24	Attended, Team building with P&Z Commission – Goals and Vision
Council Regular Meeting	01/17/24	Attended, regular council meeting.

Other Meetings

Type of Meeting	Date	Description

Other

Type	Date	Description

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee	No	01/03/24	4/17/2024	Met with the BMHC bi-weekly meeting – summary minutes attached
Health Committee	No	01/17/24	4/17/2024	Met with the BMHC bi-weekly meeting – summary minutes attached
Park Committee	No	01/18/24	4/17/2024	Summary Minutes attached

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Health Committee	No	01/24/24	4/17/2024	Attended Zoom meeting with Councilwoman Ann Weir and CM Scott Moore for The Manor Youth Chat. An update from Chinwe Efuribe. – Summary Minutes attached

Other

Type	Date	Description

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

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2)

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

Other

Type	Date	Description
Manor Chamber of Commerce	01/11/24	Attended the Manor Chamber of Commerce meeting.
Manor New Tech Multipurpose grand opening	01/17/24	Attended the grand open ending for the Manor New Tech Multipurpose facility with council and City Staff.
CTRMA General Board meeting	01/31/24	Attended the CTRMA board meeting with the council and city staff.

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

NAME	COMPANY/ADDRESS	E-MAIL
Maria Amezcua	City of Manor	Mamezcua@manor.tx.gov
Councilwoman Amy Weir	City of Manor	aweir@manor.tx.gov
SCOTT JONES	MANOR ECONOMIC DEVELOPMENT	SJONES@MANOR.TX.GOV
Pat O'Neil	Local Law	boately@lawson.com
Pat Koney	Haltom Securities	-
Aaron Weare	City of Manor	



**PARK COMMITTEE
SUMMARY MINUTES
January 18, 2024**

THIS ADVISORY COMMITTEE MEETING WAS HELD FOR REVIEW AND DISCUSSION ONLY; NO ACTION WAS TAKEN

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PRESENT:

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Aaron Moreno, Council Member

CITY STAFF

Matt Woodard, Director of Public Works
Scott Moore, City Manager
Lance Zeplin, Streets/Parks Superintendent
Scott Dunlop, Development Services Director
Yalondra Santana, Heritage and Tourism Manager
Melissa Sanchez, Public Works Administrative Assistant

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A discussion was held regarding upcoming meetings for 2024.

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ADJOURNMENT

The Session of the Manor Park Committee adjourned at 6:18 p.m. on Thursday, January 18, 2024.

SUBMITTED BY:


Melissa Sanchez, Administrative Assistant

Manor City Council Monthly Report

Name: Deja Hill Place/Position Place 6

Start Date: 1/1/2024 End Date: 1/31/24

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

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City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Meeting	3 rd , 6 th , 7 th , 17 th	Regular council meeting, Council Monthly Report workshop, Council and P&Z workshop

Other Meetings

Type of Meeting	Date	Description

Other

Type	Date	Description

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Budget Committee	No	23 rd	n/a	Discuss the budget, and possible new items with ManorPD
Capital Improvement Committee	Yes	29 th	n/a	First meeting since becoming chair, update meeting of Capital improvement projects status

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

Other

Type	Date	Description

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

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on five Wastewater, Drainage, and Public Utility Easements for the Monarch Ranch Subdivision.

- A 0.261-acre Drainage Easement with Required Maintenance
- A 1.007-acre Public Utility Easement
- A 0.294-acre Wastewater Easement
- A 0.201-acre Wastewater Easement
- A 1.312-acre Wastewater Easement

BACKGROUND/SUMMARY:

These five easements are all for the Monarch Ranch subdivision, which is currently under construction. These easements provide for additional extensions of the city's wastewater system as well as utilities to serve the development and conveyance of stormwater from the commercial lots on FM 973.

LEGAL REVIEW: Yes, Deron Henry, Legal Associate
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- A 0.261-acre Drainage Easement with Required Maintenance
- A 1.007-acre Public Utility Easement
- A 0.294-acre Wastewater Easement
- A 0.201-acre Wastewater Easement
- A 1.312-acre Wastewater Easement

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve five Wastewater, Drainage, and Public Utility Easements for the Monarch Ranch Subdivision.

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

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

DRAINAGE EASEMENT WITH REQUIRED MAINTENANCE

Date: _____, 2024

Grantor: **MONARCH RANCH AT MANOR, LLC**, a Texas limited liability company

Grantor's Address: 310 Enterprise Drive
Oxford, Lafayette County, Mississippi 38655

City: **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation situated in the county of Travis

City's Address: 105 East Eggleston Street
Manor, Travis County, Texas 78653

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Drainage channels, drainage conveyance structures, and detention and water quality controls with all associated roads, gates, bridges, culverts, erosion control structures, and other appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

City Reviewer Initials

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, or other similar improvement in the Easement Tract

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. **Grantor (i) shall be obligated to maintain to a good and functioning condition in accordance with the requirements or ordinances of the City as determined by the City in its reasonable discretion the Facilities in the Easement Tract, (ii) is liable to the City for such maintenance obligations, and (iii) in the event Grantor does not perform the required maintenance obligations, agrees to indemnify the City for all City costs necessary to maintain the Facilities.** Grantor may enter into an agreement with a third party regarding the maintenance obligations, but in no such event shall the agreement with the third party release Grantor from its obligations to City under this Easement.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

City Reviewer Initials

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:
CITY OF MANOR, TEXAS
LAW DEPARTMENT

REVIEWED:
CITY OF MANOR, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: Assistant City Attorney

Title: _____

City Reviewer Initials

LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- ASPHALT
- IRON ROD FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- D.E. DRAINAGE EASEMENT
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND

CALLLED 123.550 ACRES
MONARCH RANCH
AT MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.

CALLLED 7.267 ACRES
TRACT 1
PAYNE TRAVIS, LLC
DOC. NO. 2022077341
MP 973, LLC
DOC. NO. 2022077336
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N26°25'43"E	455.37'
L2	S62°38'37"E	25.00'
L3	S26°25'43"W	455.54'
L4	N62°14'30"W	25.01'

STONEWATER, PHASE 7
DOC. NO. 201600181
O.P.R.T.C.T.

CALLLED 10.010 ACRES
FOXTROT HOLDING, LLC
DOC. NO. 2007085755
O.P.R.T.C.T.

0.261 ACRES
11,386 SQ. FT.
D.E.

CALLLED 3.711 ACRES
TRACT 2
PAYNE TRAVIS, LLC
DOC. NO. 2022077341
MP 973, LLC
DOC. NO. 2022077336
O.P.R.T.C.T.

STONEWATER, PHASE 2
DOC. NO. 201600180
O.P.R.T.C.T.

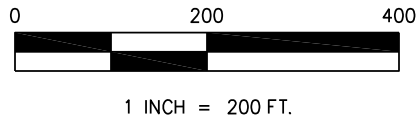
STONEWATER, PHASE 5
DOC. NO. 201600298
O.P.R.T.C.T.

G.B. GATES SURVEY
NO. 63, A-315

0.261 ACRES/11,386 SQ. FT.
DRAINAGE EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS

S. BACON SURVEY
NO. 62, A-63

GRAPHIC SCALE



LANDPOINT

4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION

Being a 0.261 acre (11,386 sq. ft.) drainage easement situated in the S. Bacon Survey No. 62, Abstract No. 63, Travis County, Texas, being out of that certain called 3.771 acre tract of land described as Tract 2 in the deed to Payne Travis, LLC, recorded in Document No. 2022077341, Official Public Records, Travis County Texas, also described as Tract 2 in the deed to MP 973, LLC, recorded in Document No. 2022077336, Official Public Records, Travis County, Texas and being more particularly described by mete and bounds and follows:

BEGINNING at the West corner of the easement being described herein at the West corner of said 3.771 acre tract of land and the South corner of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch at Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas, from which a capped iron rod stamped "Chapparal" found for an angle point in the Southwesterly line of said 123.550 acre tract of land bears N62°14'30"W, a distance of 2824.31 feet;

THENCE N26°25'43"E, with the Northwesterly line of said of said 3.771 acre tract of land and the Southeasterly line of said 123.550 acre tract of land, a distance of 455.37 feet to a point for the North corner of said 3.771 acre tract of land and the North corner of said easement herein described;

THENCE S62°38'37"E, with the Northeasterly line of said 3.771 acre tract of land, a distance of 25.00 feet to a point for the East corner of said easement herein described;

THENCE S26°25'43"W, over an across said 3.771 acre tract of land, a distance of 455.54 feet to a point in the Southwesterly line of said 3.771 acre tract of land for the South corner of said easement herein described, from which a 1/2-inch iron rod found in the Northwesterly right-of-way line of F.M. 973 for the South corner of said 3.771 acre tract of land bears S62°14'30"E, a distance of 349.96 feet;

THENCE N62°14'30"W, with the Southwesterly line of said 3.771 acre tract of land, a distance of 25.01 feet to the POINT OF BEGINNING and containing 0.261 acres (11,386 sq. ft.) of land.



I, Ted Allen Gossett, certify that this plat was prepared under my direct supervision from a survey made on the ground on and that this plat correctly represents the facts found at the time of said survey.

Ted A. Gossett

10/13/2022

Ted Allen Gossett

Texas R.P.L.S. No. 5991

0.261 ACRES/11,386 SQ. FT.
DRAINAGE EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS

LANDPOINT

4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: _____

Affiant: David B. Blackburn

Affiant Title: Manager of MONARCH RANCH AT MANOR, LLC

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

AFTER RECORDING, PLEASE RETURN TO:

Jamison Civil Engineering LLC
13812 Research Blvd.
Austin, Texas 78750

PROJECT INFORMATION:

Project Name: **Monarch Ranch at Manor Ph. 1**
Site Plan No.: **2022-P-1440-CO**

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

PUBLIC UTILITY EASEMENT

Date: _____, 2024

Grantor: MONARCH RANCH AT MANOR, LLC, a Texas limited liability company

Grantor's Address: 310 Enterprise Drive
Oxford, Lafayette County, Mississippi 38655

City: CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation situated in the counties of Travis

City's Address: 105 East Eggleston Street
Manor, Travis County, Texas 78653

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Electric distribution and transmission lines, gas lines, raw, reclaimed, and potable water lines, wastewater lines, drainage channels, drainage conveyance structures, telecommunications lines, cable lines, and other public utilities with all associated appurtenances.

- Permitted Encumbrances:** Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date
- Non-Permitted Activity:** Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Easement Tract, including the installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of no other improvement of any kind that: (i) is in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code or any successor code in effect at the time the improvement is erected, or (ii) unless reviewed and approved in writing by the Development Services Department or successor department of the City, makes changes in grade, elevation, or contour of the land in the Easement Tract which would impair City's access to the Facilities as determined by the City in its sole discretion
- Repairable Improvements:** Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, including without limitation the City's right to cut and trim trees and shrubbery and to remove any other obstructions as necessary to keep the obstructions clear of the Facilities, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

(The remainder of this page is intentionally blank)

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:
CITY OF MANOR, TEXAS

REVIEWED:
CITY OF MANOR, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: Assistant City Attorney

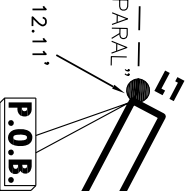
Title: _____

LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- IRON ROD FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND

S. BACON SURVEY
NO. 62, A-63

CALLED 123.550 ACRES
MONARCH RANCH
AT MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.



1.007 ACRES
43,883 SQ. FT.
P.U.E.

S62°14'30"E 1253.81'
N62°14'30"W 1253.81'

CALLED 136.342 ACRES
H. DALTON WALLACE
DOC. NO. 2013210018
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N27°45'30"E	35.00'
L2	S27°45'30"W	35.00'



GRAPHIC SCALE



1 INCH = 200 FT.

1.007 ACRES/43,883 SQ. FT.
PUBLIC UTILITY EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS



4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

S62°14'30"E 1933.36'
1/2" IRF
F.M. 973
(VARIABLE WIDTH R.O.W.)

LEGAL DESCRIPTION

Being a 1.007 acre (43,883 sq. ft.) public utility easement situated in the S. Bacon Survey No. 62, Abstract No. 63, Travis County, Texas, being out of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch at Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas and being more particularly described by mete and bounds and follows:

BEGINNING at the West corner of the easement being described herein at a point on the Southwesterly line of said 123.550 acre tract of land and the Northeasterly line of that certain called 136.342 acre tract of land described in the deed to H. Dalton Wallace, recorded in Document No. 2013210018, Official Public Records, Travis County, Texas, from which a capped iron rod stamped "Chapparral" found for an angle point in the Southwesterly line of said 123.550 acre tract of land bears N62°14'30"W, a distance of 12.11 feet;

THENCE over and across said 123.550 acre tract of land, the following Three (3) courses and distances:

1. N27°45'30"E, a distance of 35.00 feet to a point for the North corner of said easement herein described;
2. S62°14'30"E, a distance of 1253.81 feet to a point for the East corner of said easement herein described;
3. S27°45'30"W, a distance of 35.00 feet to a point in the Southwesterly line of said 123.550 acre tract of land and the Northeasterly line of said 136.342 acre tract of land for the South corner of said easement herein described, from which a 1/2-inch iron rod found in the Northwesterly right-of-way line of F.M. 973 bears S62°14'30"E, a distance of 1933.36 feet;

THENCE N62°14'30"W, with the Southwesterly line of said 123.550 acre tract of land and the Northeasterly line of said 136.342 acre tract of land, a distance of 1253.81 feet to the POINT OF BEGINNING and containing 1.007 acres (43,883 sq. ft.) of land.



I, Ted Allen Gossett, certify that this plat was prepared under my direct supervision from a survey made on the ground on and that this plat correctly represents the facts found at the time of said survey.

Ted A. Gossett

10/13/2022

Ted Allen Gossett

Texas R.P.L.S. No. 5991

**1.007 ACRES/43,883 SQ. FT.
PUBLIC UTILITY EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS**

LANDPOINT

4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: _____

Affiant: David B. Blackburn

Affiant Title: Manager of MONARCH RANCH AT MANOR, LLC

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

AFTER RECORDING, PLEASE RETURN TO:

Jamison Civil Engineering LLC
13812 Research Blvd.
Austin, Texas 78750

PROJECT INFORMATION:

Project Name: **Monarch Ranch at Manor Ph. 1**
Site Plan No.: **2022-P-1440-CO**

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WASTEWATER LINES EASEMENT

Date: _____, 2024

Grantor: MONARCH RANCH AT MANOR, LLC, a Texas limited liability company

Grantor's Address: 310 Enterprise Drive
Oxford, Lafayette County, Mississippi 38655

City: CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation situated in the counties of Travis

City's Address: 105 East Eggleston Street
Manor, Travis County, Texas 78653

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:
CITY OF MANOR, TEXAS

REVIEWED:
CITY OF MANOR, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: Assistant City Attorney

Title: _____

S. BACON SURVEY
NO. 62, A-63

CIRF "CHAPPARAL"

CALLED 123.550 ACRES
MONARCH RANCH
AT MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.

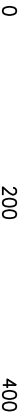
LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- IRON ROD FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- W.W.E. WASTEWATER EASEMENT
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N27°45'30"E	129.09'
L2	N42°47'50"E	91.98'
L3	N59°16'14"E	272.50'
L4	N46°21'41"E	94.87'
L5	N27°40'37"E	213.11'
L6	S62°19'23"E	67.44'
L7	S27°40'37"W	15.00'
L8	N62°19'23"W	52.44'
L9	S27°40'37"W	200.57'
L10	S46°21'41"W	99.04'
L11	S59°16'14"W	272.02'
L12	S42°47'50"W	87.83'
L13	S27°45'30"W	127.11'
L14	S62°14'30"E	15.00'



GRAPHIC SCALE



1 INCH = 200 FT.

0.294 ACRES/12,810 SQ. FT.

WASTEWATER EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS

0.294 ACRES
12,810 SQ. FT.
W.W.E.

P.O.B.

CALLED 136.342 ACRES
H. DALTON WALLACE
DOC. NO. 2013210018
O.P.R.T.C.T.

S61°16'16"E
2066.16'

F.M. 973
(VARIABLE WIDTH R.O.W.)



4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION

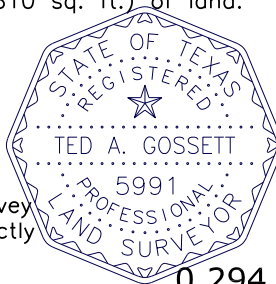
Being a 0.294 acre (12,810 sq. ft.) wastewater easement situated in the S. Bacon Survey No. 62, Abstract No. 63, Travis County, Texas, being out of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch at Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas and being more particularly described by mete and bounds and follows:

BEGINNING at the West corner of the easement being described herein in said 123.550 acre tract of land, from which a capped iron rod stamped "Chapparral" found for an angle point in the Southwesterly line of said 123.550 acre tract of land bears N64°02'03"W, a distance of 1118.97 feet;

THENCE over and across said 123.550 acre tract of land, the following Fourteen (14) courses and distances:

1. N27°45'30"E, a distance of 129.09 feet to a point for corner;
2. N42°47'50"E, a distance of 91.98 feet to a point for corner;
3. N59°16'14"E, a distance of 272.50 feet to a point for corner;
4. N46°21'41" E, a distance of 94.87 feet to a point for corner;
5. N27°40'37"E, a distance of 213.11 feet to a point for the North corner of said easement herein described;
6. S62°19'23"E, a distance of 67.44 feet to a point for the East corner of said easement herein described;
7. S27°40'37"W, a distance of 15.00 feet to a point for corner;
8. N62°19'23"W, a distance of 52.44 feet to a point for corner;
9. S27°40'37"W, a distance of 200.57 feet to a point for corner;
10. S46°21'41"W, a distance of 99.04 feet to a point for corner;
11. S59°16'14"W, a distance of 272.02 feet to a point for corner;
12. S42°47'50"W, a distance of 87.83 feet to a point for corner;
13. S27°45'30"W, a distance of 127.11 feet to a point for the South corner of said easement herein described, from which a 1/2-inch iron rod found in the Northwesternly right-of-way line of F.M. 973 bears S61°16'16"E, a distance of 2066.16 feet;
14. N62°14'30"W, a distance of 15.00 feet to the POINT OF BEGINNING and containing 0.294 acres (12,810 sq. ft.) of land.

I, Ted Allen Gossett, certify that this plat was prepared under my direct supervision from a survey made on the ground on and that this plat correctly represents the facts found at the time of said survey.



**0.294 ACRES/12,810 SQ. FT.
WASTEWATER EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS**

Ted A. Gossett

10/13/2022

Ted Allen Gossett

Texas R.P.L.S. No. 5991

LANDPOINT

4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: _____

Affiant: David B. Blackburn

Affiant Title: Manager of MONARCH RANCH AT MANOR, LLC

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

AFTER RECORDING, PLEASE RETURN TO:

Jamison Civil Engineering LLC
13812 Research Blvd.
Austin, Texas 78750

PROJECT INFORMATION:

Project Name: **Monarch Ranch at Manor Ph. 1**
Site Plan No.: **2022-P-1440-CO**

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WASTEWATER LINES EASEMENT

Date: _____, 2024

Grantor: MONARCH RANCH AT MANOR, LLC, a Texas limited liability company

Grantor's Address: 310 Enterprise Drive
Oxford, Lafayette County, Mississippi 38655

City: CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation situated in the counties of Travis

City's Address: P.O. Box 1088
Austin, Travis County, Texas 78767-1088

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:
CITY OF MANOR, TEXAS

REVIEWED:
CITY OF MANOR, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: Assistant City Attorney

Title: _____

Item 5.

CALLED 59.765 ACRES
GREGG LANE DEV LLC
DOC. NO. 2021051168
O.P.R.T.C.T.

CALLED 15.74 ACRES
BOARD OF TRUSTEES OF THE
MANOR INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2016051094
O.P.R.T.C.T.

LEGEND / ABBREVIATIONS

---	ADJOINER LINE
---	BOUNDARY LINE
---	ASPHALT
---	IRON ROD FOUND
---	CONC MON FOUND (TYPE 2)
---	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
---	WASTEWATER EASEMENT
---	IRON ROD FOUND
---	CAPPED IRON ROD FOUND
---	O.P.R.T.C.T.
---	W.W.E.
---	IRF
---	CIRF

CALLED 36.14 ACRES
UNITED STATES OF AMERICA
DOC. NO. 2014113251
O.P.R.T.C.T.

S. BACON SURVEY
NO. 62, A-63

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S62°19'23"E	585.00'
L2	S27°40'37"W	15.00'
L3	N62°19'23"W	585.00'
L4	N27°40'37"E	15.00'

P.O.B.

CALLED 123.550 ACRES
MONARCH RANCH
AT MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.

0.201 ACRES
8,775 SQ. FT.
W.W.E.

S75°57'20"E
997.26'

CONC
MON

GRAPHIC SCALE

0 200 400

1 INCH = 200 FT.

LANDPOINT

4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPCLS REG. NO. 10194220

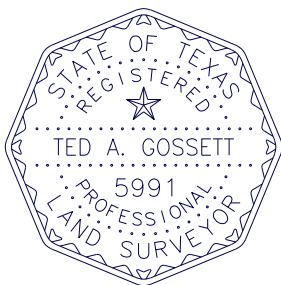
LEGAL DESCRIPTION

Being a 0.201 acre (8,775 sq. ft.) wastewater easement situated in the S. Bacon Survey No. 62, Abstract No. 63, Travis County, Texas, being out of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch at Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas and being more particularly described by mete and bounds and follows:

BEGINNING at the North corner of the easement being described herein in said 123.550 acre tract of land, from which a 1/2-inch iron rod found in the Southwesterly line of Gregg Lane for the North corner of said 123.550 acre tract of land bears N57°41'52"W, a distance of 2512.84 feet;

THENCE over and across said 123.550 acre tract of land, the following Four (4) courses and distances:

1. S62°19'23"E, a distance of 585.00 feet to a point for the East corner of said easement herein described, from which a concrete monument found at the intersection of the Northeasterly line of said Gregg Lane and the Northwesterly right-of-way line of F.M. 973 for the South corner of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas bears S75°57'20"E, a distance of 997.26 feet;
2. S27°40'37"W, a distance of 15.00 feet to a point for the South corner of said easement herein described;
3. N62°19'23"W, a distance of 585.00 feet to a point for the West corner of said easement herein described;
4. N27°40'37"E, a distance of 15.00 feet to the POINT OF BEGINNING and containing 0.201 acres (8,775 sq. ft.) of land.



I, Ted Allen Gossett, certify that this plat was prepared under my direct supervision from a survey made on the ground on and that this plat correctly represents the facts found at the time of said survey.

Ted A. Gossett

10/13/2022

Ted Allen Gossett

Texas R.P.L.S. No. 5991

**0.201 ACRES/8,775 SQ. FT.
WASTEWATER EASEMENT
S. BACON SURVEY NO. 62, A-63
TRAVIS COUNTY, TEXAS**

LANDPOINT

4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: _____

Affiant: David B. Blackburn

Affiant Title: Manager of MONARCH RANCH AT MANOR, LLC

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

- Executed effective the Date first above stated.

AFTER RECORDING, PLEASE RETURN TO:

Jamison Civil Engineering LLC
13812 Research Blvd.
Austin, Texas 78750

PROJECT INFORMATION:

Project Name: **Monarch Ranch at Manor Ph. 1**
Site Plan No.: **2022-P-1440-CO**

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WASTEWATER LINES EASEMENT

Date: _____, 2024

Grantor: MONARCH RANCH AT MANOR, LLC, a Texas limited liability company

Grantor's Address: 825 Sisk Ave. Suite 200
Oxford, Lafayette County, Mississippi 38655

City: CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation situated in the counties of Travis

City's Address: 105 East Eggleston Street
Manor, Travis County, Texas 78653

Easement Tract: All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

City Reviewer Initials

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

City Reviewer Initials

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:
CITY OF MANOR, TEXAS

REVIEWED:
CITY OF MANOR, TEXAS

By: _____

By: _____

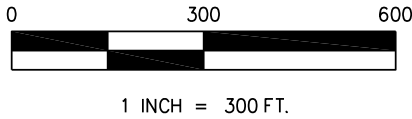
Name: _____

Name: _____

Title: Assistant City Attorney

Title: _____

GRAPHIC SCALE



CALLED 60.292 ACRES
 SAMUEL BARROCAS & TERESA CARRILLO 64.0625%
 ALEXANDRA CARRILLO & JAMES T. LUTZ 14.0625%
 CHRISTINA CARRILLO 10.9375%
 CLAUDIA M. CARRILLO 10.9375%
 DOC. NO. 2020120760
 O.P.R.T.C.T.

CALLED 59.072 ACRES
 DANNY K. FUCHS 1/2 INTEREST
 DIANE F. SWANSON 1/2 INTEREST
 DOC. NO. 2020081497
 O.P.R.T.C.T.

1.312 ACRES
57,135 SQ. FT.
SANITARY SEWER
EASEMENT

CALLED 123.550 ACRES
 MONARCH RANCH AT MANOR, LLC
 DOC. NO. 2021275494
 O.P.R.T.C.T.

SUMNER BACON SURVEY
 A-63

S51°02'49"W
 38.10'

CIRF "CHAPPARAL"

CALLED 136.342 ACRES
 H. DALTON WALLACE
 DOC. NO. 2013210018
 O.P.R.T.C.T.

1.312 ACRES / 57,135 SQ. FT.
 SANITARY SEWER EASEMENT
 SUMNER BACON, ABSTRACT 63
 TRAVIS COUNTY, TEXAS

LANDPOINT

4100 INTERNATIONAL PLAZA
 STE. 240
 FORT WORTH, TX 76109
 (817)554-1805
 www.landpoint.net
 TBPELS REG. NO. 10194220

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S62°19'23"E	26.00'
L2	S27°40'37"W	190.14'
L3	S62°19'23"E	20.00'
L4	S27°40'37"W	270.94'
L5	S03°57'24"E	502.23'
L6	S19°29'18"W	123.40'
L7	N70°30'42"W	5.00'
L8	S19°29'18"W	152.89'

LINE TABLE		
LINE	DIRECTION	LENGTH
L9	N62°14'30"W	30.32'
L10	N19°29'18"E	147.99'
L11	N70°30'42"W	5.00'
L12	N19°29'18"E	123.94'
L13	N03°57'24"W	502.23'
L14	N27°40'37"E	230.94'
L15	N62°19'23"W	6.00'
L16	N27°40'37"E	230.14'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	157.35'	285.00'	31°38'01"	S11°51'36"W	155.36'
C2	128.90'	315.00'	23°26'42"	S07°45'57"W	128.00'
C3	112.53'	275.00'	23°26'42"	N07°45'57"E	111.74'
C4	179.44'	325.00'	31°38'01"	N11°51'36"E	177.17'

1.312 ACRES / 57,135 SQ. FT.
 SANITARY SEWER EASEMENT
 SUMNER BACON, ABSTRACT 63
 TRAVIS COUNTY, TEXAS

LANDPOINT

4100 INTERNATIONAL PLAZA
 STE. 240
 FORT WORTH, TX 76109
 (817)554-1805
 www.landpoint.net
 TBPELS REG. NO. 10194220

LEGAL DESCRIPTION

BEING A SANITARY SEWER EASEMENT (1.312 ACRES - 57,135 SQ. FT.) SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NO. 63, TRAVIS COUNTY, TEXAS BEING OUT OF THAT CERTAIN CALLED 123.550 ACRE TRACT DESCRIBED IN THE DEED TO MONARCH RANCH AT MANOR, LLC, RECORDED IN DOCUMENT NUMBER 2021275494, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

BEGINNING AT THE NORTHWEST CORNER OF THE EASEMENT BEING DESCRIBED HEREIN AT A POINT IN THE NORTH LINE OF SAID 123.550 ACRE TRACT, IN THE SOUTH LINE OF GREGG LANE, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 123.550 ACRE TRACT BEARS N 62°19'23" W, A DISTANCE OF 515.62 FEET;

THENCE S 62° 19' 23" E, WITH THE SOUTH LINE OF SAID GREGG LAND AND THE NORTH LINE OF SAID 123.550 ACRE TRACT OF LAND, A DISTANCE OF 26.00 FEET;

THENCE OVER AND ACROSS SAID 123.550 ACRE TRACT OF LAND, THE FOLLOWING COURSES AND DISTANCES:

S 27° 40' 37" W, A DISTANCE OF 190.14 FEET,

S 62°19' 23" E, A DISTANCE OF 20.00 FEET;

S 27° 40' 37" W, A DISTANCE OF 270.94 TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 157.35 FEET, A CENTRAL ANGLE OF 31° 38' 01", A RADIUS OF 285.00 FEET, AND A CHORD THAT BEARS S 11° 51' 36" W, A DISTANCE OF 155.36 FEET TO THE END OF SAID CURVE;

S 03° 57' 24" E, A DISTANCE OF 502.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,

WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH 128.90 FEET, A CENTRAL ANGLE OF 23° 26' 42", A RADIUS OF 315.00 FEET, AND A CHORD THAT BEARS S 07° 45' 57" W, A DISTANCE OF 128.00 FEET TO THE END OF SAID CURVE;

S 19° 29' 18" W, A DISTANCE OF 123.40 FEET;

N 70° 30' 42" W, A DISTANCE OF 5.00 FEET;

S 19° 29' 18" W, A DISTANCE OF 152.89 FEET;

N 62° 14' 30" W, A DISTANCE OF 30.32 FEET TO THE SOUTHWEST CORNER OF THE EASEMENT DESCRIBED HEREIN, FROM WHICH A CAPPED IRON ROD STAMPED "CHAPPARAL" FOUND FOR AN ANGLE POINT IN THE SOUTH LINE OF SAID 123.550 ACRE TRACT OF LAND BEARS S 51°02'49" W, A DISTANCE OF 38.10 FEET;

N 19° 29' 18" E, A DISTANCE OF 147.99 FEET;

N 70° 30' 42" W, A DISTANCE OF 5.00 FEET;

N 19° 29' 18" E, A DISTANCE OF 123.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,

WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 112.53 FEET, A CENTRAL ANGLE OF 23° 26' 42", A RADIUS OF 275.00 FEET, AND A CHORD THAT BEARS N 07° 45' 57" E, A DISTANCE OF 111.74 FEET TO THE END OF SAID CURVE;

N 03° 57' 24" W, A DISTANCE OF 502.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT,

WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 178.44 FEET, A CENTRAL ANGLE OF 31° 38' 01", A RADIUS OF 325.00 FEET, AND A CHORD THAT BEARS N 11° 51' 36" E A DISTANCE OF 177.17 FEET TO THE END OF SAID CURVE;

N 27° 40' 37" E, A DISTANCE OF 230.94 FEET;

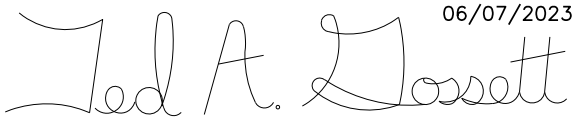
N 62° 19' 23" W, A DISTANCE OF 6.00 FEET;

N 27° 40' 37" E, A DISTANCE OF 230.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.312 ACRES (57,135 SQ. FT.) OF LAND.



I, Ted A. Gossett certify that this plat was prepared under my direct supervision from a survey made on the ground and that this plat correctly represents the facts found at the time of said survey.

1.312 ACRES / 57,135 SQ. FT.
SANITARY SEWER EASEMENT
SUMNER BACON, ABSTRACT 63
TRAVIS COUNTY, TEXAS


 Ted A. Gossett Texas R.P.L.S. No. 5991

LANDPOINT

4100 INTERNATIONAL PLAZA
 STE. 240
 FORT WORTH, TX 76109
 (817)554-1805
 www.landpoint.net
 TBPELS REG. NO. 10194220

AFFIDAVIT OF NO LIENS

[OWNERSHIP TYPE - ENTITY]

Date: _____

Affiant: David B. Blackburn

Affiant Title: Manager of MONARCH RANCH AT MANOR, LLC

Owner: The person or entity in the Grant Document that is the holder of title to the Property.

Grant Document: The document to which this Affidavit of No Liens is attached and referred to.

Property: The property identified in the Grant Document that is the subject of the Grant Document.

Affiant on oath swears or affirms that the following statements are true and are within the personal knowledge of Affiant:

My name is set forth above as Affiant. In my capacity listed above as Affiant Title, I am authorized by the Owner to make this affidavit. I am above the age of eighteen years, have never been convicted of a felony or a crime of moral turpitude, am of sound mind and am fully qualified to make this affidavit. I have personal knowledge of the facts contained in this affidavit in my capacity with the Owner that holds title to the Property, I have recently reviewed the Owner's records of ownership concerning the Property, and on the basis of this personal knowledge, after diligent inquiry, as of the date of this affidavit, I attest that:

1. Owner holds title to the Property;
2. there is no lien not subordinated to the Grant Document held by any person, including any bank or similar financial institution, against the Property;
3. there is no lease not subordinated to the Grant Document entered into with any person with respect to the Property;
4. all labor, services, and materials (the "**Labor and Materials**") provided to the Property for improvements, fixtures, and furnishings, or otherwise, at the instance and request of Owner, have been paid in full and no liens with respect to the Labor and Materials have been filed or exist with respect to the Property;

5. there are no actions, proceedings, judgments, bankruptcies, liens not subordinated to the Grant Document, or executions filed or pending against the Owner that would affect the Property; and
6. the Owner is not a debtor in bankruptcy.

Executed effective the Date first above stated.

**MONARCH RANCH AT MANOR, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

By: _____

Name: David B. Blackburn

Title: Manager

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned notary, on this day personally appeared David B. Blackburn, Manager of MONARCH RANCH AT MANOR, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

AFTER RECORDING, PLEASE RETURN TO:

Jamison Civil Engineering LLC
13812 Research Blvd.
Austin, Texas 78750

PROJECT INFORMATION:

Project Name: **Monarch Ranch at Manor**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the approval of the consent to the Collateral Assignment of Rights to Contract and Proceeds Under Contract for the Newhaven development.

BACKGROUND/SUMMARY:

On April 19, 2023, Gregg Lane Dev LLC ("Developer") and the City entered into a Development Agreement for a mixed use project on approximately 90.3 acre tract. The Development Agreement provides a provision that before the Developer can assign any rights under the Development Agreement, the assignment needs to be consented by the City Council and such consent will not be unreasonably withheld. The attached assignment is provided to the City Council for consideration to provide its consent so that the Developer can assign the development agreement and proceeds under the development agreement to Firstbank Southwest as collateral for a loan being sought by the Developer from Firstbank Southwest.

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

- Collateral Assignment of Rights to Contract and Proceeds Under Contract

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the consent to the Collateral Assignment of Rights to Contract and Proceeds Under the Contract between Gregg Lane Dev LLC and FirstBank Southwest and authorize the City Manager to execute said consent.

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

**COLLATERAL ASSIGNMENT OF RIGHTS TO CONTRACT AND
PROCEEDS UNDER CONTRACT**

Loan No. 6503100

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS COLLATERAL ASSIGNMENT OF RIGHTS TO CONTRACT AND PROCEEDS UNDER CONTRACT (the "Assignment") is made this January ____, 2024 by **Gregg Lane Dev LLC**, a Texas limited liability company (hereinafter called "Assignor", whether one or more), to **FIRSTBANK SOUTHWEST** (hereinafter called "Assignee").

RECITALS:

A. Assignor has executed and delivered to Assignee one promissory note (the "Note") of even date herewith in the principal amount of \$8,163,865.00 and as security for the Note, Assignor has executed and delivered to Assignee a Deed of Trust, Security Agreement and Financing Statement (the "Deed of Trust") of even date herewith covering certain real property located in Travis County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"). This Assignment, the Deed of Trust and any other documents now or hereafter evidencing, governing, securing or executed in connection with the loan evidenced by the Note are sometimes hereinafter collectively called the "Security Documents".

B. As further security for the Note, Assignee has required that Assignor assign to Assignee all of Assignor's right, title and interest in, to and under that certain Development Agreement (Newhaven) (the "Contract") related to the development rights and cost participation of the Property, and Assignor desires and intends by this instrument to assign to Assignee all of Assignor's right, title and interest in, to and under the Contract as further described in Paragraph 1 hereof (collectively hereinafter sometimes referred to as the "Assigned Contract")

NOW, THEREFORE, in consideration of the loan evidenced by the Note (the "Loan") and in order to further secure the principal of and interest on the Note and to secure the performance and observance by Assignor of each and every term, covenant, agreement and condition contained in the Note and Security Documents, Assignor agrees as follows:

1. Assignment. Assignor does hereby assign, grant, bargain, transfer, sell, convey and set over to Assignee all of the right, title and interest of Assignor in and to the Contract.
2. Right of Assignor. This Assignment shall be in full force and effect as of the date hereof, but until the occurrence of an event of default ("Event of Default" as such is defined or outlined in

the Security Documents) Assignor shall have the right to take all action with respect to the Assigned Contract. Upon the occurrence of an Event of Default, Assignee may, at its sole option, exercise from time to time any and all rights and remedies available to Assignee hereunder or under the Security Documents. Assignee shall have the right, upon the occurrence of such an Event of Default, to take possession of the Property and exercise all of the rights and privileges granted to Assignee under the Assigned Contract and Assignor does hereby appoint Assignee as its agent and attorney-in-fact for the purpose of taking such action. Assignor shall pay all of the costs and expenses incurred by Assignee in enforcing its rights hereunder, including reasonable attorneys' fees and legal expenses through and including any appellate proceedings. Assignee shall not be deemed to have assumed or guaranteed any of the obligations of Assignor under the Assigned Contract by such exercise or performance.

3. Assignor's Covenants and Representations. Assignor covenants as follows: (a) Assignor will not, without the prior written consent of Assignee (i) change, amend, alter or modify any of the Assigned Contract or change, amend, alter or modify any of the terms thereof, (ii) consent to the increase or addition of any of the obligations of any party thereunder, unless consented to by Assignee, in Assignee's sole discretion, or (iii) assign, pledge, encumber or otherwise transfer any of the Assigned Contract or Assignor's rights thereunder; and (b) Assignor shall (i) fully disclose to Assignee all of the terms and conditions of said Assigned Contract and provide an accurate copy thereof to Assignee, (ii) maintain all of the Assigned Contract in full force and effect, (iii) remain liable for responsibilities and liabilities of the Assignor under said Assigned Contract, including, but not being limited to, the payment of all costs and expenses therein required to be borne by Assignor and the fulfillment of all requirements as set forth in said Assigned Contract; and (iv) do or cause to be done all proceedings, acts and things necessary or proper to effect performance and/or recovery under the Assigned Contract at Assignor's own cost and expense. The Assignor further represents to Assignee that true and complete copies of the Assigned Contract have been delivered to Assignee and that the Assignor's interest therein is not subject to any claim, setoff or encumbrance.

4. Liabilities of Assignee. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority herein created, shall not impose any obligation whatsoever upon Assignee to perform any of the terms or provisions to be performed by Assignor under such Assigned Contract and nothing contained herein shall be construed to impose any liability upon Assignee by reason of the assignment granted hereby unless such is specifically assumed by Assignee in writing.

5. Assignment. This Assignment shall be assignable by Assignee and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective heirs, personal representatives, successors and assigns, including any purchasers upon foreclosure of the Security Documents.

6. Payment of Reimbursement. **Notwithstanding anything herein to the contrary, Assignor hereby agrees to apply all of the reimbursement money and/or proceeds it receives**

under the Assigned Contract towards the principal balance of the Note immediately upon receipt. Failure by Assignor to do so shall result in an Event of Default.

7. Amendment. Neither this Assignment nor any provision hereof may be changed, amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, waiver, discharge or termination is sought.

8. Counterparts. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

10. Waiver. Neither the existence of this Assignment nor the exercise of the privileges granted to the Assignee shall be construed as a waiver by the Assignee of its right to enforce payment of the Note and performance of the Security Documents in strict accordance with the terms and provisions thereof.

11. Transfer. Upon a sale, conveyance, transfer or exchange of all or a part of the Property, the term "Assignor" as used herein shall include the transferee or grantee in such transaction. The preceding sentence shall not be deemed to permit any sale, conveyance, transfer or exchange which is prohibited or restricted by the terms of any of the Security Documents.

12. Severability. If any one or more of the provisions of this Assignment, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Assignment and all other applications of any such provision shall not be affected thereby.

Signature Page Follows

Signature Page of Collateral Assignment of Rights to Contract and Proceeds under Contract

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

GREGG LANE DEV LLC, a Texas limited liability company

By: Gregg Lane Manager LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: _____
Sudharshan Vembutty, Manager

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of January, 2024, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, on behalf of and in its capacity as Manager of Gregg Lane Manager LLC, a Texas limited liability company, on behalf of and in its capacity as Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of Gregg Lane Dev LLC, a Texas limited liability company.

Notary Public, State of Texas

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT "A"

Two tracts consisting of 90.3 acres of land on Gregg Lane in Travis County, Texas, and more particularly described as follows:

Tract 1:

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS: SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a calculated point;
7. North 22°31'57" West, a distance of 57.70 feet to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a calculated point;
22. North 2140'43" West, a distance of 61.82 feet to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a calculated point;
24. North 08°20'31" East a distance of 53.76 feet to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a calculated point;
30. North 23°17'46" East, a distance of 51.71 feet to a calculated point;
31. North 34°54'31" East, a distance of 42.87 feet to a calculated point;
32. North 48°43'04" East, a distance of 60.00 feet to a calculated point;
33. South 79°51'17" East, a distance of 39.39 feet to a calculated point;
34. South 58°38'03" East, a distance of 48.87 feet to a calculated point;
35. North 59°05'59" East, a distance of 54.70 feet.to a calculated point;
36. North 00°19'10" East, a distance of 38.05 feet to a calculated point;
37. North 15°36'04" West, a distance of 56.41 feet to a calculated point;
38. North 06°24'18" East, a distance of 49.34 feet to a calculated point;
39. North 34°41'25" East, a distance of 55.35 feet to a calculated point;
40. North 08°45'25" West, a distance of 12.36 feet to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 20090105.72 of the Official Public Records of Travis County, Texas;

THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the POINT OF BEGINNING, containing 30.580 acres of land, more or less.

Tract 2:

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES. MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from Which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 132°01'41" East a distance of 1995.25 feet;

THENCE North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty; two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a calculated point;

5. North 49°14'49" East, a distance of 52.71 feet to a calculated point;
 6. North 45°14'55" East, a distance of 55.96 feet to a calculated point;
 7. North 43°43'26" East, a distance of 52.86 feet to a calculated point;
 8. North 41°05'22" East, a distance Of 48.00 feet to a calculated point;
 9. North 32°42'55" East, a distance of 42.39 feet to a calculated point;
 10. North 36°20'34" East, a distance of 43.28 feet to a calculated point;
 11. North 24°58'46" East, a distance of 45.09 feet to a calculated point;
 12. North 20°50'58" East, a distance of 58.26 feet to a calculated point;
 13. North 11°43'28" East, a distance of 55.36 feet to a calculated point;
 14. North 12°03'40" East, a distance of 59.87 feet to a calculated point;
 15. North 11°44'50" East, a distance of 49.40 feet to a calculated point;
 16. North 20°31'26" East, a distance of 49.47 feet to a calculated point;
 17. North 26°12'00" East, a distance of 48.98 feet to a calculated point;
 18. North 19°47'54" East, a distance of 56.22 feet to a calculated point;
 19. North 08°36'09" East, a distance of 45.62 feet to a calculated point;
 20. North 32°55'35" East, a distance of 52.23 feet to a calculated point;
 21. North 47°27'44" East, a distance of 55.81 Feet to a calculated point;
 22. North 45°04'59" East, a distance of 51.38 Feet to a calculated point;
 23. North 43°53'12" East, a distance of 32.75 Feet to a calculated point;
 24. North 08°50'46" East, a distance of 41.41 feet to a calculated point;
 25. North 05°45'16" West, a distance of 32.84 feet to a calculated point;
 26. North 01°15'08" East, a distance of 35.86 feet to a calculated point;
 27. North 14°04'03" East, a distance of 26.76 feet to a calculated point;
 28. North 34°11'10" East, a distance of 54.41 feet to a calculated point;
 29. North 26°59'21" East, a distance of 41.68 feet to a calculated point;
 30. North 36°09'53" East, a distance of 43.97 feet to a calculated point;
 31. North 25°00'27" East, a distance of 44.74 feet to a calculated point;
 32. North 00°27'57" East, a distance of 24.90 feet to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas;

THENCE South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1079.71 feet to a 1/2" rebar with 'Chaparral' cap set;

THENCE South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the POINT OF BEGINNING; containing 59.765 acres of land, more or less.

**CONSENT TO COLLATERAL ASSIGNMENT OF RIGHTS TO CONTRACT AND
PROCEEDS UNDER CONTRACT**

The undersigned hereby acknowledges, approves, and consents to the foregoing collateral assignment by **Gregg Lane Dev LLC**, a Texas limited liability company (the “Assignor”) to **FIRSTBANK SOUTHWEST** (the “Lender”) of that certain Development Agreement (Newhaven) dated effective April 19, 2023, by and between Assignor and the City of Manor, a Texas home-rule municipal corporation (as may be amended from time to time, the “Assigned Agreement”), and hereby recognizes the rights and privileges of Lender and its successors and assigns thereunder.

The undersigned further acknowledges, approves, agrees, and consents as follows: (a) upon notice from Lender of any default under any obligation secured by the Assigned Agreement, the undersigned shall pay to Lender all amounts due or to become payable by it under the Assigned Agreement until further notice in writing is provided to the undersigned by Lender; (b) all payments under the Assigned Agreement will be made by the undersigned in a timely manner; (c) the undersigned will not amend, modify, assign, or terminate the Assigned Agreement without Lender’s prior written consent; and (d) the undersigned will make all payments required under the Assigned Agreement regardless of any claims, defenses, or setoff rights the undersigned may have.

City of Manor, a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with First United Builders, LLC for a wastewater easement with temporary construction easement.

BACKGROUND/SUMMARY:

In the spring of 2022, the City of Manor engaged George Butler & Associates to secure a total of 13 different temporary and permanent utility easements along the Cottonwood Creek West Tributary Wastewater Project route. This project was scheduled to have been completed in the fall of 2023 but encountered a few delays in acquiring easements from the different property owners. The First United Builders, LLC parcel tract that the city is seeking is a 25' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line to be installed. The Right of Way consultants were about to reach a final offer to avoid condemnation procedures. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easement for tract 3 at \$52,000.

LEGAL REVIEW: Yes, Kent A. Sick, Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract – Parcel 3

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the purchase contract with First United Builders, LLC for a wastewater easement with a temporary construction easement in an amount not to exceed \$52,000.

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

CITY OF MANOR PURCHASE AGREEMENT
Cottonwood Creek West Tributary Wastewater Project; Parcel 3

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

Wastewater Easement Parcel: All that certain tract, piece or parcel of land consisting of 1.267 acres, 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 1.241 acres, 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. FIFTY-TWO THOUSAND AND NO/100'S DOLLARS (\$52,000.00) 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.

LUE Commitment Letter. As additional consideration, the City agrees to deliver to Owner at Closing a letter in the form attached as Exhibit "C" ("LUE Letter"), attached and incorporated herein by reference as if fully set out, committing to provide Owner or his successor-in-interest up to a maximum of 399 living unit equivalents of capacity in the wastewater line to be constructed partially within the Wastewater Easement Parcel. The commitment contained in the LUE Letter shall survive closing and be fully on the terms expressed within Exhibit "C."

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:

First United Builders, LLC,
a Texas limited liability company

By: 

Paul J. Vasquez, Manager

2-4-2024
Date

By: 

Maria C. Vasquez, Manager

02/04/2024
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

By: _____

Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date

Parcel No. 3

Project: Cottonwood Creek West Tributary Wastewater Project
TCAD Tax ID: 248044



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 1.267 ACRES OF LAND, 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 A CALLED 100.015 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO FIRST UNITED BUILDERS, LLC, RECORDED IN DOCUMENT NO. 2020019707, 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 "D SEELIG RPLS 1908" found in the Westerly line of said 100.015 acre tract, for the Easterly common corner of a called 11.151 acre tract of land described in a General Warranty Deed to Stuart D. Dimond and Madeleine R. Dimond, recorded in Document No. 2004090524 of said O.P.R.T.C.T., and of a called 10.184 acre tract of land described in a General Warranty Deed with Vendor's Lien to Aravind Vangala and Ramya Vuppula, recorded in Document No. 2021107806 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "D SEELIG RPLS 1908" found in the Southerly line of said 11.151 acre tract and the common Northerly line of said 10.184 acre tract, bears North 62°43'05" West a distance of 342.13 feet;

THENCE North 27°18'26" East with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, a distance of 82.39 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, the following two (2) courses and distances:

1. **North 27°18'26" East** a distance of **37.21** feet to a 1/2-inch rebar found; and
2. **North 26°46'53" East** a distance of **89.25** feet to a Calculated Point, from which a 1/2-inch rebar found in the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, bears North 26°46'53" East a distance of 174.99 feet;

THENCE over and across said 100.015 acre tract, the following three (3) courses and distances:

1. **South 16°02'18" West** a distance of **116.78** feet to a Calculated Point;

2. **South 01°29'15" West** a distance of **484.46** feet to a Calculated Point; and
3. **South 33°33'13" East** a distance of **943.80** feet to a Calculated Point in the Easterly line of said 100.015 acre tract and the common Westerly line of a called 10.00 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063846 of said O.P.R.T.C.T.;

THENCE **South 27°13'07" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 10.00 acre tract, a distance of **3.09** feet to a 1/2-inch rebar found for the Westerly common corner of said 10.00 acre tract and of a called 17.37 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063845 of said O.P.R.T.C.T.

THENCE **South 27°16'27" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 17.37 acre tract, a distance of **728.54** feet to a 3/8-inch rebar found for the Westerly common corner of said 17.37 acre tract and of a called 10.00 acre tract of land described in a Deed to Gary L. Srnensky, recorded in Document No. 2008175156 of said O.P.R.T.C.T.;

THENCE over and across said 100.015 acre tract, the following four (4) courses and distances:

1. **North 62°31'05" West** a distance of **25.00** feet to a Calculated Point;
2. **North 27°16'27" East** a distance of **716.86** feet to a Calculated Point;
3. **North 33°33'13" West** a distance of **937.02** feet to a Calculated Point; and
4. **North 01°29'15" East** a distance of **491.19** feet to the **POINT OF BEGINNING** and containing 1.267 acres of land, 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.

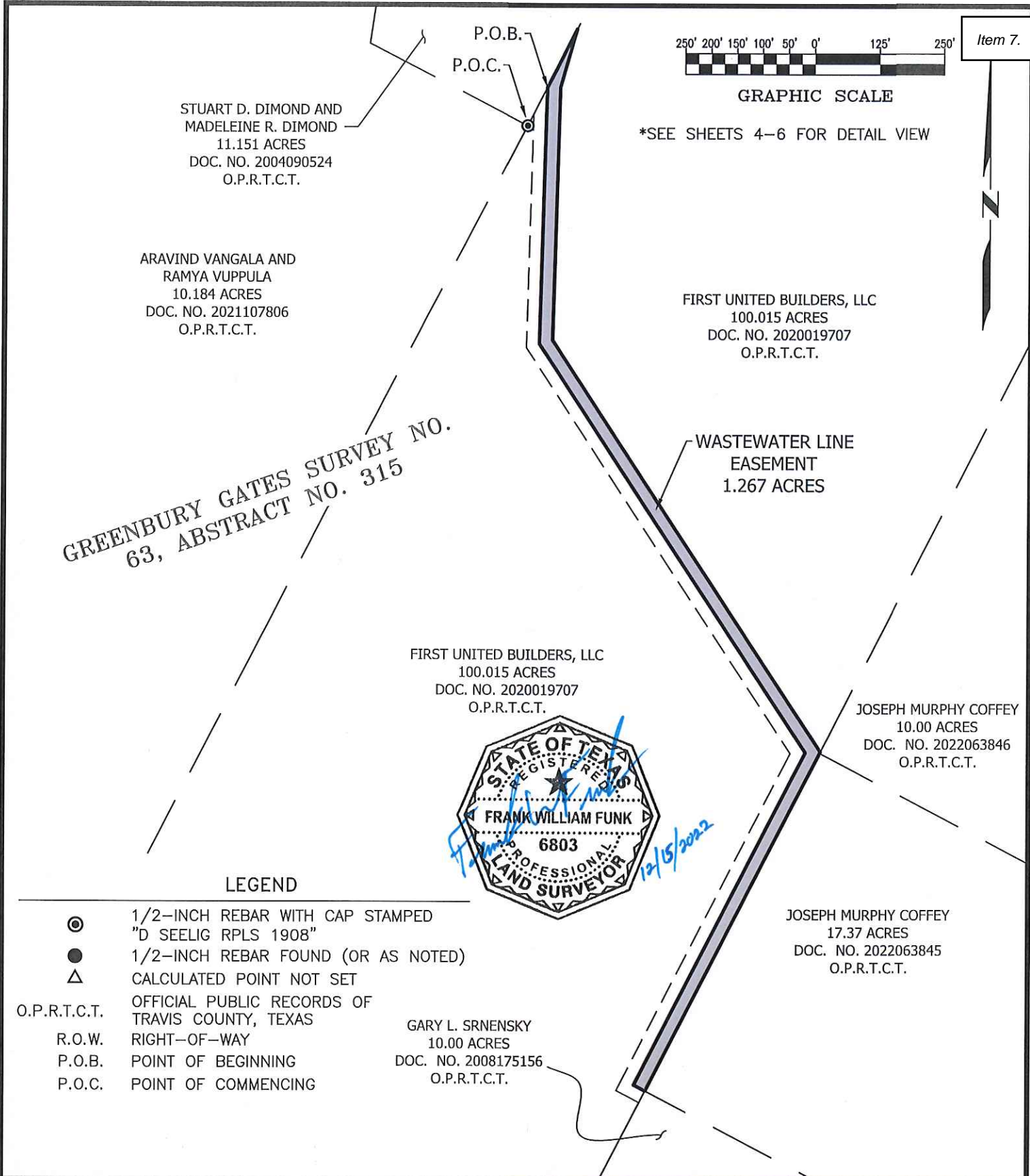
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

 12/15/2022
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 22-021

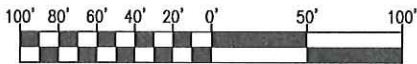
Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 3.DWG



JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06		FIELDBOOKS 13/419	SCALE:1"= 250'

LSI LANDESIGN SERVICES, INC.

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



GRAPHIC SCALE

STUART D. DIMOND AND
MADELEINE R. DIMOND
11.151 ACRES
DOC. NO. 2004090524
O.P.R.T.C.T.

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

ARAVIND VANGALA AND
RAMYA VUPPULA
10.184 ACRES
DOC. NO. 2021107806
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
1.267 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N27°18'26"E	82.39'
L2	N27°18'26"E	37.21'
L3	N26°46'53"E	89.25'
L4	S16°02'18"W	116.78'
L5	S27°13'07"W	3.09'
L6	N62°31'05"W	25.00'

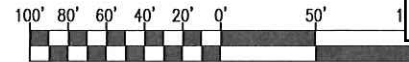
MATCHLINE SHEET 4
SHEET 5

JOB NUMBER: 22-021	DATE: 12/13/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 3	
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 06	FIELDBOOKS 13/419
SCALE: 1" = 100'	

LSI LANDESIGN SERVICES, INC.

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

MATCHLINE SHEET 4
SHEET 5



GRAPHIC SCALE

Item 7.

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
1.267 ACRES

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

JOSEPH MURPHY COFFEY
10.00 ACRES
DOC. NO. 2022063846
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

MATCHLINE SHEET 5
SHEET 6

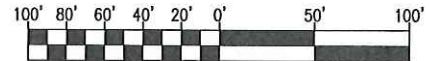
JOB NUMBER: 22-021		DATE: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
DRAWING FILE PATH:			
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METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 06	FIELDBOOKS 13/419		SCALE:1"= 100'

LSI LANDESIGN SERVICES, INC. 

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

MATCHLINE SHEET 5
SHEET 6

Item 7.



GRAPHIC SCALE



FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

WASTEWATER LINE
EASEMENT
1.267 ACRES

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

L6 3/8"

GARY L. SRNENSKY
10.00 ACRES
DOC. NO. 2008175156
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: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06 of 06		FIELDBOOKS 13/419	SCALE:1"= 100'

LSI LANDESIGN SERVICES, INC.

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

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.

WASTEWATER EASEMENT AND TEMPORARY WORKSPACE EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

That, **First United Builders, LLC**, a Texas limited liability company ("**Grantor**"), whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, 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 one (1) wastewater line not to exceed 18" in nominal internal diameter, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**") for the purpose of transporting wastewater, upon, across, under, and through the following described property:

A tract of land consisting of 1.267 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 1.267 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 west and south being approximately 1.241 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. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement while the same is in effect, unless such duty, right or obligation specifically survives termination of the Temporary Easement.

The **Permanent Easement** and **Temporary Easement** are collectively referred to herein as the "Easements."

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**. Nothing herein shall be understood or construed to grant, provide, or allow **Grantee** ingress, egress, or access on **Grantor's** adjoining property or private roads or right of ways for any reason, with the exception of any approved access roads. **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 commercial, residential, mixed use, agricultural, pasture, crops, open space, set-back, density, street, 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.

Notwithstanding any other provision in this Agreement, **Grantor** is permitted to construct driveways, streets, roads, and alleys (including gravel, asphalt, or concrete driveways, streets, roads, or alleys), at any locations above the Easements that the **Grantor** chooses provided the portion of a street or road constructed above the Easement must cross the Easement at or near 90 degrees and may not cause a violation of any applicable governmental pipeline regulation, or unreasonably interfere with the operation and maintenance of the Pipeline. **Grantor's** construction of any such streets or roads shall be at **Grantor's** sole expense. **Grantor** may also construct and/or install fences, berms, road ditches, drainage ditches and improvements, conduits, flow lines, water, sewer, gas, electric, fiber optic, cable TV, telephone or other utility lines across the **Permanent Easement** at any angle of not less than ninety (90) degrees to **Grantee's** pipeline, provided that all of **Grantee's** required and applicable spacings, including depth separation limits and are met by **Grantor**.

Grantee, its employees, agents, contractors, subcontractors and invitees shall observe all of the terms of this Agreement while on **Grantor's** property and **Grantee** agrees to enforce compliance therewith by its employees, agents, contractors, subcontracts and invitees.

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 or gate which now crosses or may cross the Easements during initial construction of the **Project** and any subsequent work or use of the Easements. **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. Prior to cutting any fence of **Grantor**, **Grantee** shall immediately adequately brace the fence to be cut on both sides of the proposed cut with appropriate "H" bracing with adequate footings as necessary to maintain the fence and prevent escape of livestock from the property, if any. **Grantee** shall maintain and keep the H braces and gates installed by **Grantee** in a state of good repair and appearance. Upon completion of initial construction and any subsequent work on the Easements, any fencing destroyed or disturbed by **Project** activities shall be installed by **Grantee**, at its sole expense, along the same alignment and approximate location of **Grantor's** existing fences. All gates used by **Grantee** in connection with operations under this Agreement shall be kept closed and locked, except when passing through same at all times.

Grantee agrees that upon completion of construction of the Project and any subsequent work conducted by **Grantee** on the Easements, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction or said activities. **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 to as nearly as reasonably practicable in **Grantee's** determination, to the same condition in which the surface was immediately before initial construction or any subsequent use or work, including the restoration of any fencing, sidewalks, streets, pavement, 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 and subsequent use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover. In the event **Grantee** damages any irrigation or water lines or water sources on **Grantor's** property, **Grantee** shall immediately repair the water or irrigation lines at **Grantee's** sole expense.

Grantee shall use best efforts to maintain the **Permanent Easement** in a clean, smooth, and level condition as is practical, removing all discarded materials, debris, and trash deposited by **Grantee** during either initial construction or for subsequent maintenance or repair.

Grantee agrees to bury the Pipeline so that the top of the Pipeline lies at least forty-eight inches (48") below the surface when constructed/installed, except at those locations where rock is encountered, where a minimum cover of twenty-four (24") inches will be provided. In the event the Pipeline crosses underground facilities of **Grantor** or of third parties, the Pipeline shall be buried to a depth consistent with industry standards regarding minimum separation between facilities.

Grantee shall have the right to cut or clear from the Easements, all trees, shrubbery, undergrowth, and any other obstructions that may injure, endanger or interfere with the construction, operation, maintenance, inspection, repair or use of the Pipeline and/or

Easements. During the initial construction, **Grantee** shall dispose of all brush and debris, if any, cleared from the Easements by chipping and/or spreading or removing it from the property. The method of disposal shall be determined by the **Grantee**.

Grantee shall require it's contractors and subcontractors to maintain or cause to be maintained, in full force and effect throughout the term of this Agreement, at its/their sole cost and expense, the insurance described below, with coverages and limits at levels customary in the industry for performing work, activities, operations and services similar to those to be performed as described in this Agreement but at levels not less than the minimums indicated.

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.
- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in parts a, b, and c above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this Agreement, **Grantee** shall furnish **Grantors** a certificate of insurance evidencing the coverage required herein.

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).

If the Grantor herein is anything other than a natural person, the person(s) executing this Agreement represent they have authority to act on behalf of the Grantor and bind the Grantor. The person executing this Agreement on behalf of Grantee signature represents they have authority to act on behalf of the Grantee and bind the Grantee.

This conveyance is made by Grantor and accepted by Grantee subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of the county in which the property is located and that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Easements are granted by GRANTOR "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE EASEMENTS AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT NEITHER GRANTOR NOR A GRANTOR PARTY HAS MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE EASEMENTS, GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT SUCH EASEMENTS AND AREAS ARE OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

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.

Within a reasonable period of time, upon **Grantor's** request **Grantee** shall provide **Grantor** with a copy of the record drawings reflecting the final location of the Pipeline and related appurtenances.

Grantee shall keep **Grantor's** property free and clear of any and all liens and encumbrances resulting from any work or act done by **Grantee** or on its behalf pursuant to this Agreement.

The undersigned executing on behalf of **Grantee** hereby represents and warrants that such party is duly authorized and has the authority to bind **Grantee** to the terms and provisions hereof.

This conveyance contemplated herein is consummated and the Agreement is executed in lieu of and under threat of eminent domain.

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, by and through **Grantor** but not otherwise, 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 line, and for making connections therewith.

IN TESTIMONY WHEREOF, the parties have executed this Right-of-Way and Easement Agreement on this ____ day of _____, 2023.

[signature pages to follow]

GRANTOR:

First United Builders, LLC
a Texas limited liability company

By: _____
Paul J. Vasquez, Manager

Date

By: _____
Maria C. Vasquez, Manager

Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2023, personally appeared Paul J. Vasquez, Manager, and Maria C. Vasquez, Manager of First United Builders, LLC, a Texas limited liability company, Grantors herein, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

 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. 3
TCAD PID No.: 248044

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 1.267 ACRES OF LAND, 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 A CALLED 100.015 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO FIRST UNITED BUILDERS, LLC, RECORDED IN DOCUMENT NO. 2020019707, 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 "D SEELIG RPLS 1908" found in the Westerly line of said 100.015 acre tract, for the Easterly common corner of a called 11.151 acre tract of land described in a General Warranty Deed to Stuart D. Dimond and Madeleine R. Dimond, recorded in Document No. 2004090524 of said O.P.R.T.C.T., and of a called 10.184 acre tract of land described in a General Warranty Deed with Vendor's Lien to Aravind Vangala and Ramya Vuppula, recorded in Document No. 2021107806 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "D SEELIG RPLS 1908" found in the Southerly line of said 11.151 acre tract and the common Northerly line of said 10.184 acre tract, bears North 62°43'05" West a distance of 342.13 feet;

THENCE North 27°18'26" East with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, a distance of 82.39 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, the following two (2) courses and distances:

1. **North 27°18'26" East** a distance of **37.21** feet to a 1/2-inch rebar found; and
2. **North 26°46'53" East** a distance of **89.25** feet to a Calculated Point, from which a 1/2-inch rebar found in the Westerly line of said 100.015 acre tract and the common Easterly line of said 11.151 acre tract, bears North 26°46'53" East a distance of 174.99 feet;

THENCE over and across said 100.015 acre tract, the following three (3) courses and distances:

1. **South 16°02'18" West** a distance of **116.78** feet to a Calculated Point;

2. **South 01°29'15" West** a distance of **484.46** feet to a Calculated Point; and
3. **South 33°33'13" East** a distance of **943.80** feet to a Calculated Point in the Easterly line of said 100.015 acre tract and the common Westerly line of a called 10.00 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063846 of said O.P.R.T.C.T.;

THENCE **South 27°13'07" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 10.00 acre tract, a distance of **3.09** feet to a 1/2-inch rebar found for the Westerly common corner of said 10.00 acre tract and of a called 17.37 acre tract of land described in a Warranty Deed to Joseph Murphy Coffey, recorded in Document No. 2022063845 of said O.P.R.T.C.T.

THENCE **South 27°16'27" West** with the Easterly line of said 100.015 acre tract and the common Westerly line of said 17.37 acre tract, a distance of **728.54** feet to a 3/8-inch rebar found for the Westerly common corner of said 17.37 acre tract and of a called 10.00 acre tract of land described in a Deed to Gary L. Srnensky, recorded in Document No. 2008175156 of said O.P.R.T.C.T.;

THENCE over and across said 100.015 acre tract, the following four (4) courses and distances:

1. **North 62°31'05" West** a distance of **25.00** feet to a Calculated Point;
2. **North 27°16'27" East** a distance of **716.86** feet to a Calculated Point;
3. **North 33°33'13" West** a distance of **937.02** feet to a Calculated Point; and
4. **North 01°29'15" East** a distance of **491.19** feet to the **POINT OF BEGINNING** and containing 1.267 acres of land, 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.

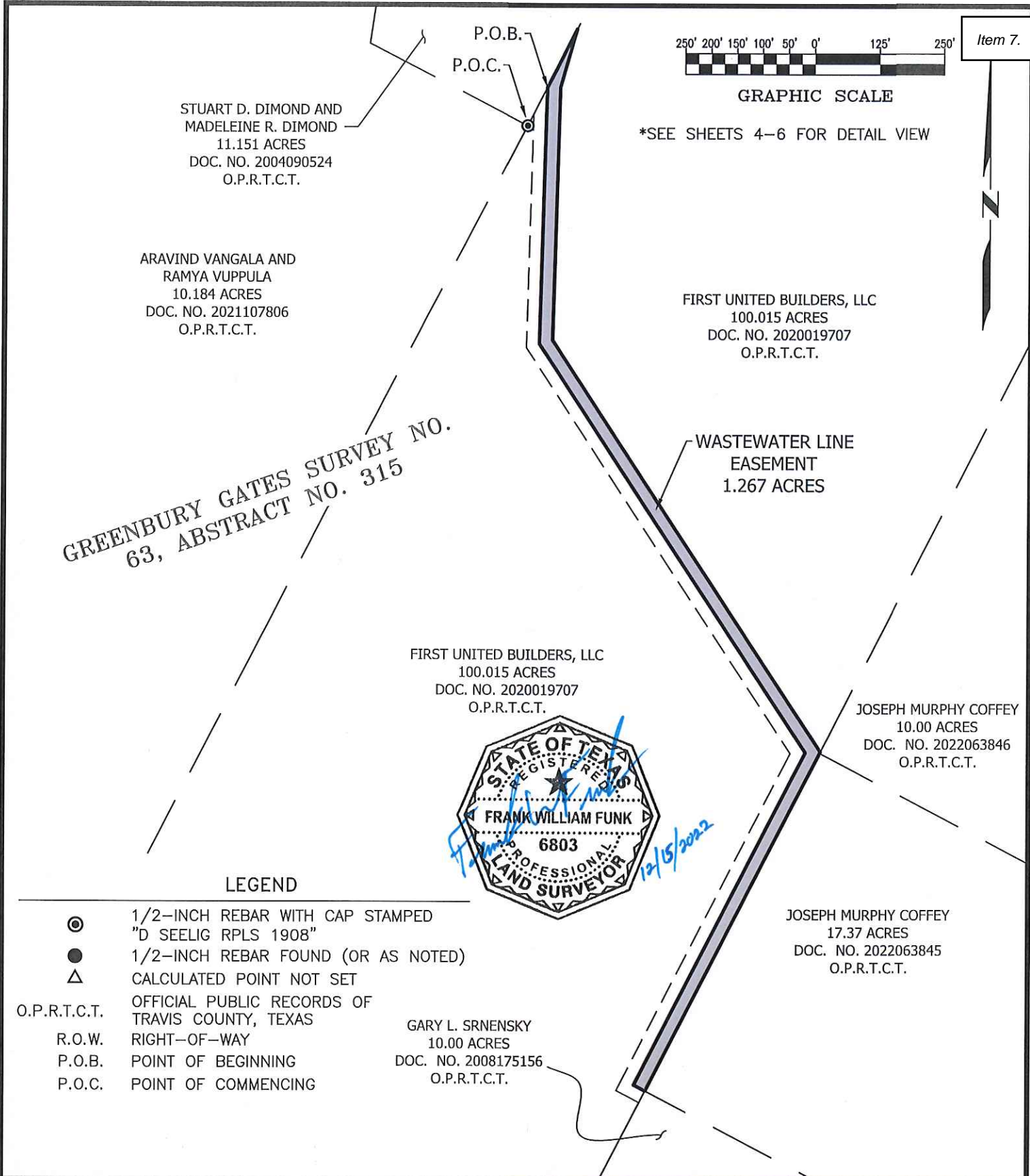
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.


 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 3.DWG



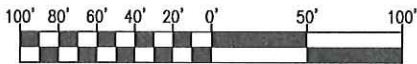
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PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
DRAWING FILE PATH:			
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METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 06		FIELDBOOKS 13/419	SCALE:1"= 250'

LSI

**LANDESIGN
SERVICES, INC.**

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

200



GRAPHIC SCALE

STUART D. DIMOND AND
MADELEINE R. DIMOND
11.151 ACRES
DOC. NO. 2004090524
O.P.R.T.C.T.

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

ARAVIND VANGALA AND
RAMYA VUPPULA
10.184 ACRES
DOC. NO. 2021107806
O.P.R.T.C.T.

WASTEWATER LINE
EASEMENT
1.267 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

P.O.B.

P.O.C.

N01°29'15"E 491.19'

S01°29'15"W 484.46'

N26°46'53"E
174.99'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N27°18'26"E	82.39'
L2	N27°18'26"E	37.21'
L3	N26°46'53"E	89.25'
L4	S16°02'18"W	116.78'
L5	S27°13'07"W	3.09'
L6	N62°31'05"W	25.00'

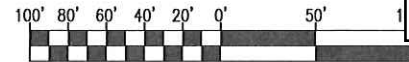
MATCHLINE SHEET 4
SHEET 5

JOB NUMBER: 22-021	DATE: 12/13/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 3	
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 06	FIELDBOOKS 13/419
SCALE: 1" = 100'	

LSI LANDESIGN SERVICES, INC.

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

MATCHLINE SHEET 4
SHEET 5



GRAPHIC SCALE

Item 7.

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

S33°33'13"E 943.80'
N33°33'13"W 937.02'

WASTEWATER LINE
EASEMENT
1.267 ACRES

FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

JOSEPH MURPHY COFFEY
10.00 ACRES
DOC. NO. 2022063846
O.P.R.T.C.T.

L5

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

MATCHLINE SHEET 5
SHEET 6

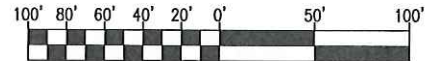
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PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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METES AND BOUNDS FILE PATH:			
K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 06	FIELDBOOKS 13/419		SCALE:1"= 100'

LSI LANDESIGN SERVICES, INC. 

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

MATCHLINE SHEET 5
SHEET 6

Item 7.



GRAPHIC SCALE



FIRST UNITED BUILDERS, LLC
100.015 ACRES
DOC. NO. 2020019707
O.P.R.T.C.T.

JOSEPH MURPHY COFFEY
17.37 ACRES
DOC. NO. 2022063845
O.P.R.T.C.T.

25' TEMPORARY
CONSTRUCTION EASEMENT
1.241 ACRES

WASTEWATER LINE
EASEMENT
1.267 ACRES

GREENBURY GATES
SURVEY NO. 63,
ABSTRACT NO. 315

L6 3/8"

GARY L. SRNENSKY
10.00 ACRES
DOC. NO. 2008175156
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: 12/13/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 3			
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 06 of 06		FIELDBOOKS 13/419	SCALE:1"= 100'

LSI LANDESIGN SERVICES, INC.

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

EXHIBIT “C” – LUE COMMITMENT LETTER

_____, 2024

Paul J. Vasquez, Manager
First United Builders, L.L.C.
23103 Park Road
Tomball, Texas 77377-4017

By hand delivery

Re: City of Manor Cottonwood Creek West Tributary Wastewater Collection System
100.015-acre tract located at 14401 Bois D Arc Lane in Manor, Texas

Dear Mr. Vasquez:

This letter is a commitment by the City of Manor (“City”) to provide up to a maximum of 399 LUEs (living unit equivalents) of wastewater service capacity to First United Builders’ property comprised of 100.015 acres located at 14401 Bois D Arc Lane in Manor, Texas, and recorded at Instrument No. 2020019707 of the Official Public Records of Travis County, Texas (referred to herein as the “Whole Property”). This commitment is additional consideration for and is contingent upon First United Builders’ entering into and finalizing a purchase agreement granting the City a 1.267-acre wastewater easement and 1.241-acre temporary construction easement out of the Whole Property for the total sum of **\$52,000**.

The 1.267-acre wastewater easement and 1.241-acre temporary construction easement are more fully described by metes and bounds and plat in the attached Exhibit “A.” The wastewater easement and temporary construction easement are both for the purpose of constructing, maintaining, and operating a 18” wastewater line which will be available to serve the Whole Property. In addition to the LUE commitment, the City agrees to construct 2 stub-outs along the permanent easement to serve the Whole Property.

The City’s commitment for wastewater service will be available after construction of the 18” wastewater line for a period of 5 years from the date the City places the line in service. The initial term can be extended for an additional 5 years if written request is made to the City prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 399 LUEs of wastewater service capacity for the Whole Property.

This provision of wastewater service is contingent upon payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed facilities, as well as compliance with all applicable Federal, state, and city laws, ordinances, policies, requirements and procedures. First United Builders, L.L.C. or their successor in interest, will be required to design and construct all the internal site wastewater facilities required to accommodate all proposed development on the Whole Property. No further extensions of this service commitment will be granted under this agreement.

The commitment capacity is transferable to subsequent owners of the Whole Property provided notice of such transfer is provided to the City not less than thirty (30) days prior to any transfer of the property. The LUE capacity is not transferable to any other property. An LUE is equivalent to the utility use of a single- family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time.

Sincerely,

Scott Moore
City Manager

c: Paige Saenz
City Attorney



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

Applicant: Development and Consulting Bridgeway LLC.

Owner: Carlos Moyeda

BACKGROUND/SUMMARY:

This item is discretionary.

The property is currently three platted lots that are zoned Single Family Suburban (SF-1) across from Jennie Lane Park. There exists one home situated on both Lots 9 and 10. Under their current entitlements, the property owner can remove the existing home and construct three single-family homes. They are proposing to rezone the property to Townhome (TH) and construct one building with four residential units.

In the Comprehensive Plan, this area is designated as Neighborhood Mixed-Use, which is a combination of dense residential and nonresidential uses in a compact, neighborhood-scale design to create a walkable environment. Residential development intensities within Neighborhood Mixed-Use encourage single-family attached (townhomes) and small multi-family, ranging in unit densities of 4-20 per acre. The four proposed units, on a per acre density on this property, which is .396 of an acre, would be approximately 10 units/acre, which is within the range suggested in Neighborhood Mixed Use.

Planning and Zoning Commission voted 4-2 to approve. The two denial votes were regarding concerns about parking, traffic, and additional rental units in the area.

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

- Ordinance
- Rezoning Map
- Aerial Image
- FLUM
- Neighborhood Mixed-Use Dashboard
- Sample townhome design
- Sample townhome floorplan
- Survey
- Public Notice and Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an ordinance rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None

X

ORDINANCE NO. ____

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

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

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

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

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

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

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

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

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 21st day of February 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of March 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

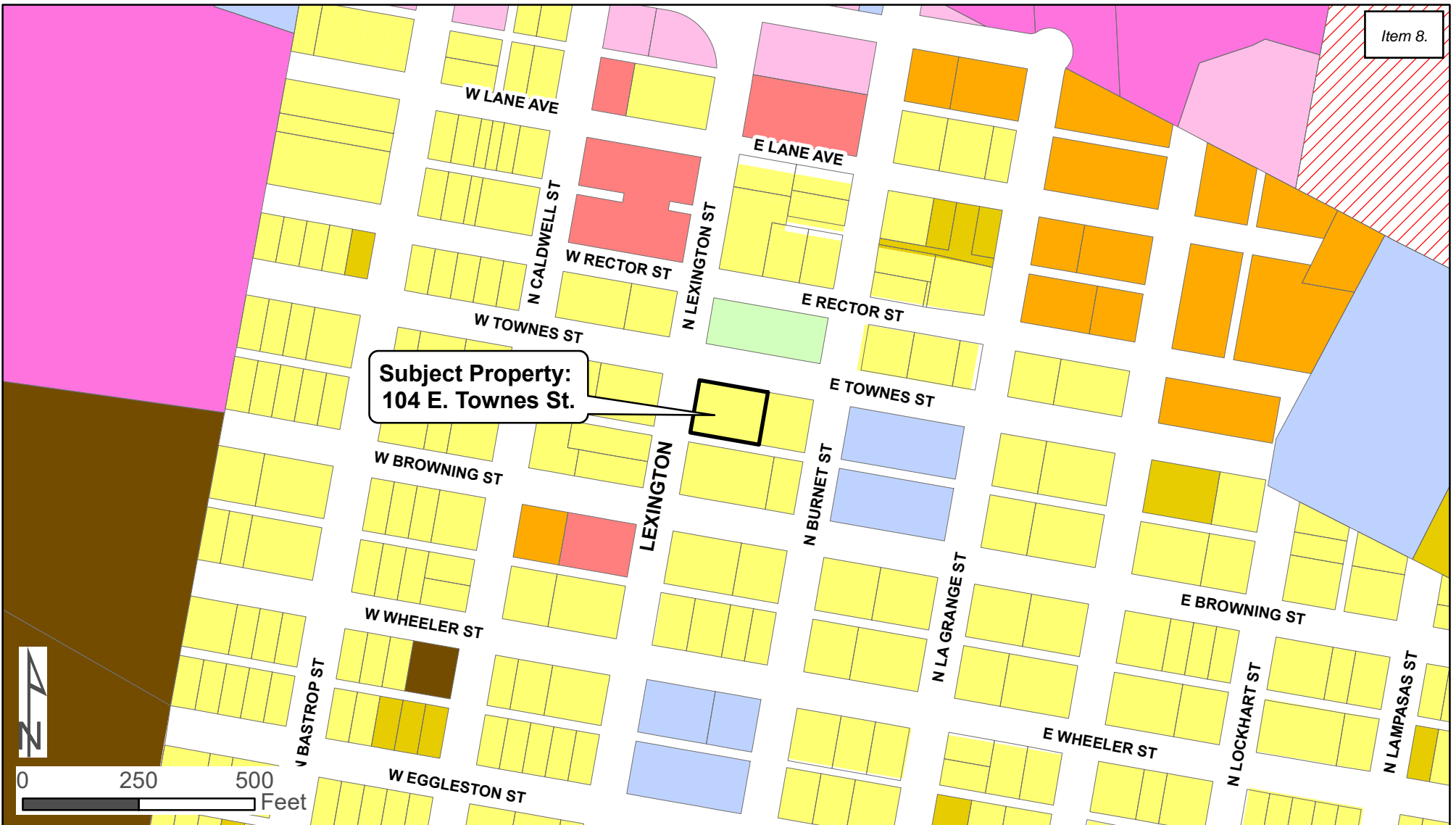
ORDINANCE NO.

Page 3

EXHIBIT “A”

Property Legal Description:

Lots 8, 9, 10, Block 68, Town of Manor as recorded in Volume “V”, Page 796, Travis County,
Texas

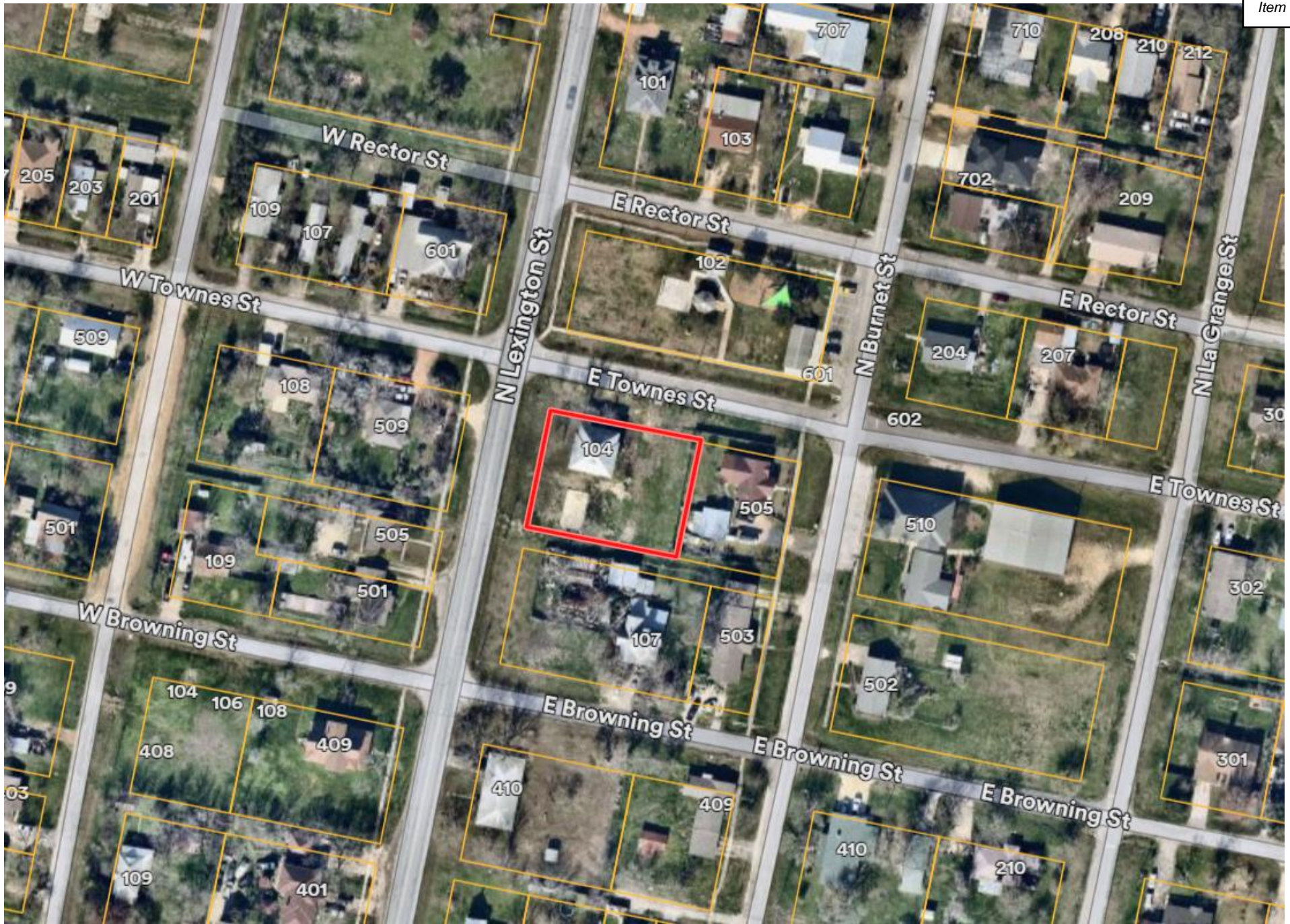


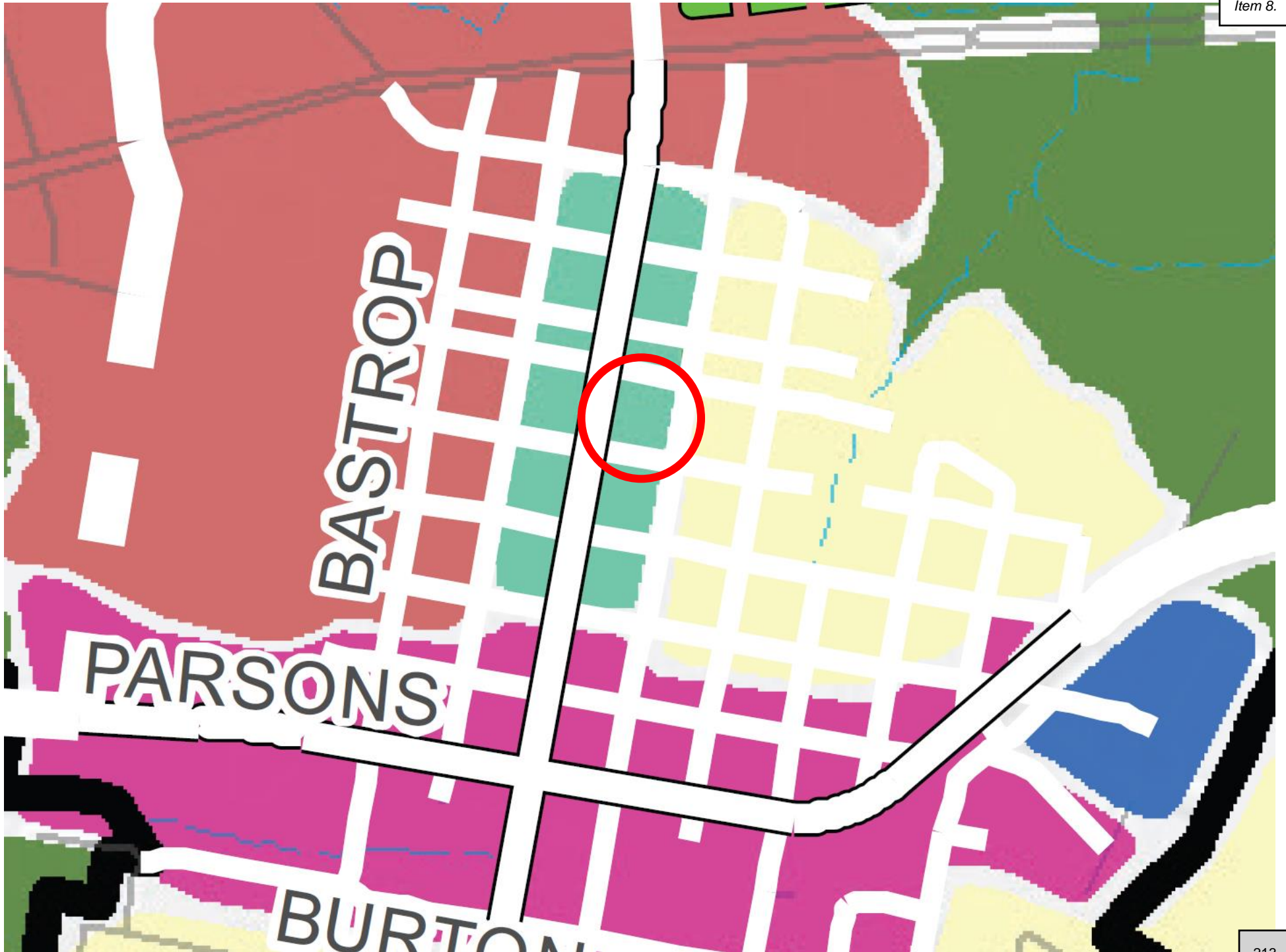
Current:
(SF-1) Single Family Suburban

Proposed:
(TH) Townhome

Zone

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





NEIGHBORHOOD MIXED-USE

Neighborhood Mixed-Use allows a combination of dense residential and nonresidential uses in a compact, neighborhood-scale design to create a walkable environment.

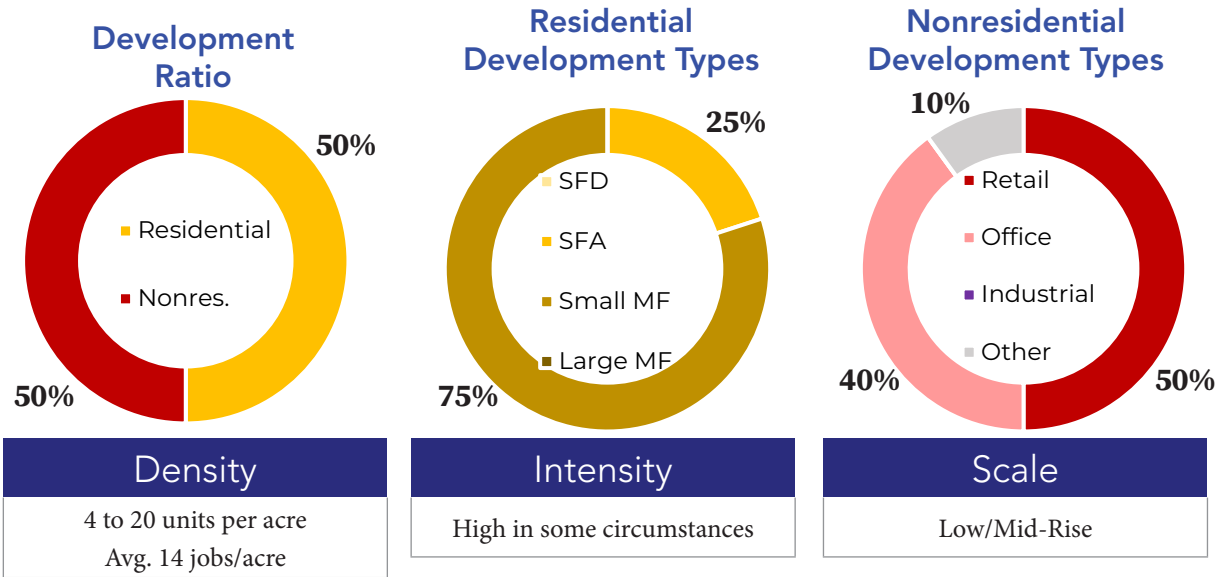
Neighborhood mixed-use areas allow residential units in close proximity to goods, services and civic activities, thus reducing dependence on the car and promoting community interaction, belonging, identity, and pride.

These places emphasize urban design and the experience created through 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.

Often situated around an activity-generating element or an active public gathering spot, mixing of uses can take shape as either or both vertical (stacked on top of each other) and horizontal (next to each other). In vertical mixed-use, the ground floor is encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.

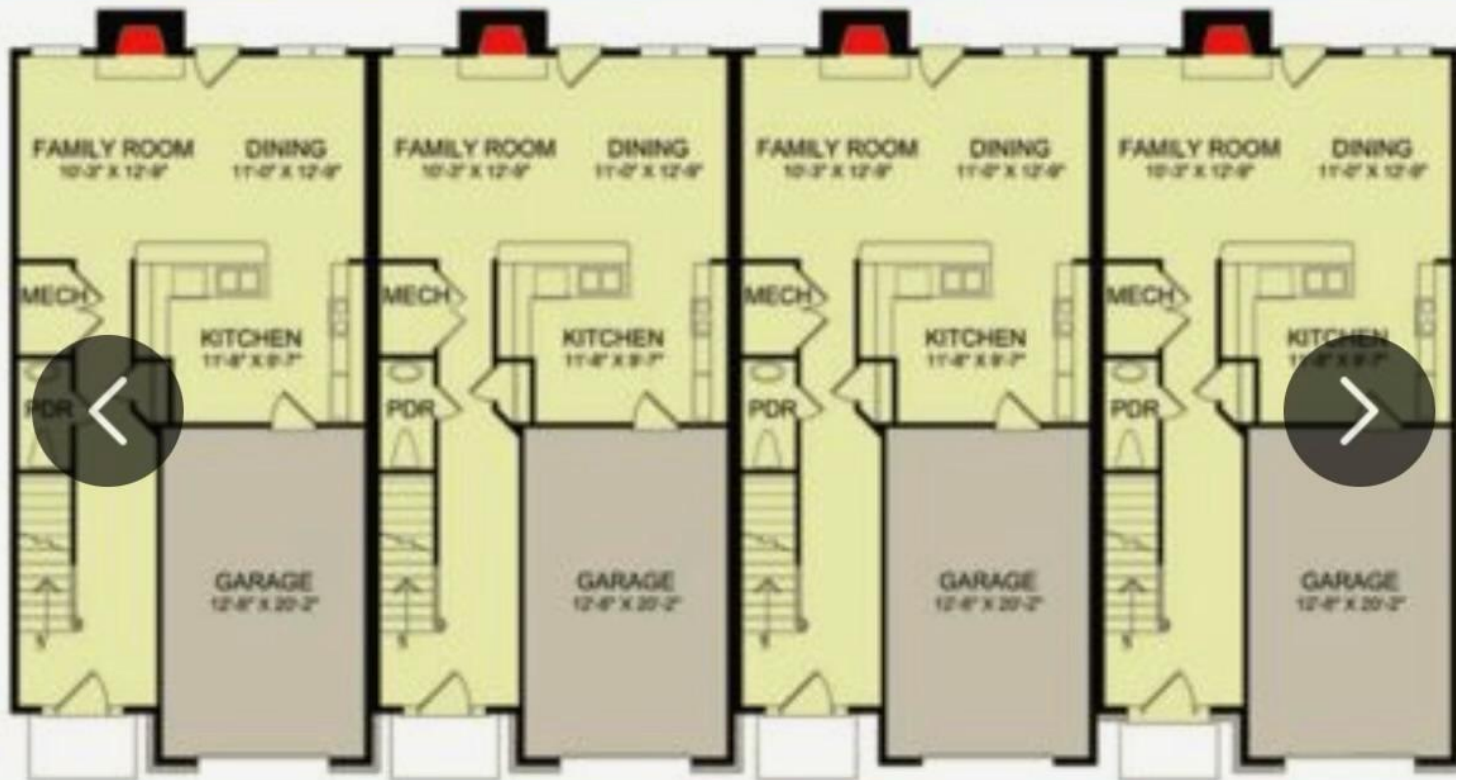
Adaptive reuse of residential structures to commercial purposes and infill commercial buildings with residential design characteristics are common and appropriate in these areas.

Figure 3.8. Neighborhood Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent of mixed-use is to provide retail/services, activity centers and diversified housing in more dense and compact forms; these uses will provide opportunities and amenities to surrounding lower density neighborhoods.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Neighborhood 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 Neighborhood Mixed-Use and other uses.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●○○○○	Not considered appropriate due to incompatible scale with neighborhoods
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Neighborhood Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods. Promotes walkability and 10-minute neighborhoods.
Mixed-Use Urban, Community Scale	●●○○○	Not generally considered appropriate due to incompatible scale with neighborhoods; may be appropriate if adjacent to green space or more intensive uses.
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services at a scale compatible with and supportive of surrounding neighborhoods, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●○○○	Not generally considered appropriate due to incompatible scale with neighborhoods; may be appropriate if adjacent to green space or more intensive uses.
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to incompatible scale with neighborhoods, but can be if particularly small-scale and included alongside more appropriate development types; examples might include artisan-scale manufacturing, maker spaces, and similar businesses.
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.





LEXINGTON STREET

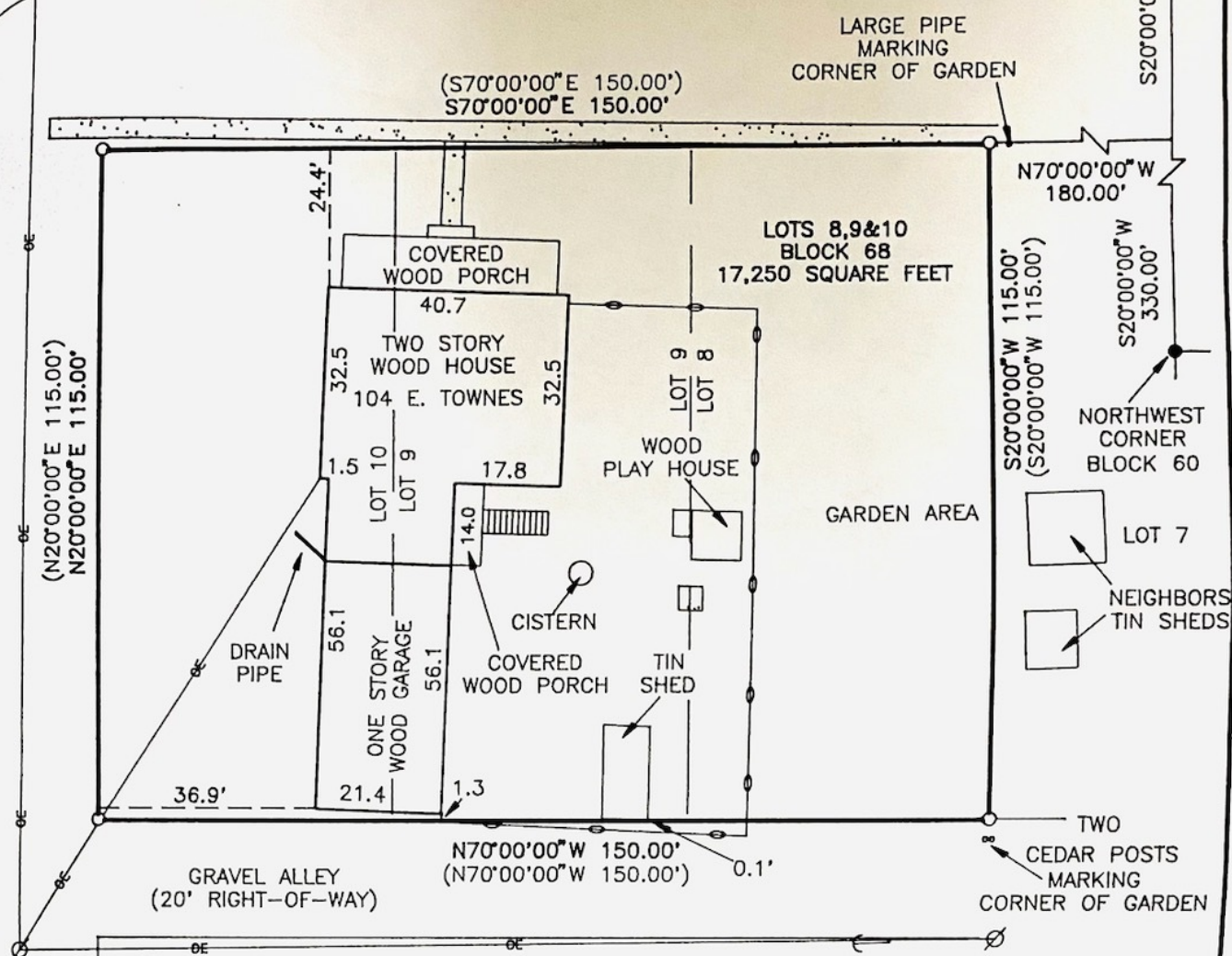
(80' RIGHT-OF-WAY)
— VOLUME "V", PAGE 796
T.C.D.R.

TOWNES STREET

(80' RIGHT-OF-WAY)
VOLUME "V", PAGE 796
T.C.D.R.

SOUTHWEST
CORNER
BLOCK 14
Item 8.

EDGE OF ASPHALT



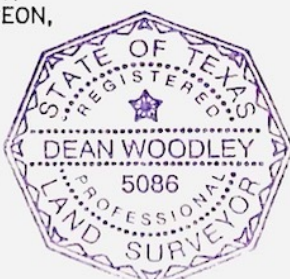
NOTES:

1. ANY EASEMENTS AND BUILDING LINES AS PER TITLE COMMITMENT GF# GF#9610002 AS SUPPLIED BY HEART OF TEXAS TITLE COMPANY, DATED DECEMBER 18, 1996 NO ADDITIONAL RESEARCH WAS DONE BY LIVE OAK SURVEYING FOR ANY EASEMENTS, RESTRICTIONS, OR CONDITIONS OF RECORD WHICH MAY AFFECT THIS PROPERTY.
2. THE PROPERTY SHOWN HEREON IS IN FLOOD ZONE "X", AREAS OUTSIDE THE 500 YEAR FLOOD, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NO. 481027-0055-E, DATED: JUNE 16, 1993

TO ROBERT CHASE OZMENT, A'LISA CAROL OZMENT, BECKY ANDERSON KLAUS, HEART OF TEXAS TITLE AND FIDELITY NATIONAL TITLE GF#9610002 THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THERE ARE NO DISCREPANCIES, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINE OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY ADJOINS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON

DEAN A WOODLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5086

DATE:



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- () RECORD INFORMATION
- Ø UTILITY POLE
- GUY WIRE
- CHAIN FENCE
- OVERHEAD ELECTRIC
- CONCRETE
- T.C.D.R. TRAVIS COUNTY DEED RECORDS

CLIENT: Heart of Texas
FIELD BOOK: 9
DRAWN BY: D.W.
PROJECT NO.: 129-74-97
DATE: 2-13-97
FILE: 1297497.DWG

SURVEY
OF LOTS 8, 9 & 10, BLOCK 68
TOWN OF MANOR
AS RECORDED IN VOLUME "V", PAGE 796
TRAVIS COUNTY, TEXAS



**LIVE OAK
SURVEYING**
12905 IRONGATE AVE.
AUSTIN, TX 78727-4314
(512) 837-10



1/26/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 104 E. Townes Rezoning from SF-1 to TH

Case Number: 2024-P-1612-ZO

Case Manager: Michael Burrell

Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Special Called meeting and the City of Manor City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 104 E. Townes St., Manor, TX from (SF-1) Single Family Suburban to (TH) Townhome. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

Applicant: Development and Consulting Bridgeway LLC.

Owner: Carlos Moyeda

The Planning and Zoning Commission will meet at 6:30PM on February 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on February 21, 2024 at 105 East Eggleston Street in the City Hall Council Chambers

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

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

GUERRERO RUDY & ALICE R (217648)
121 E. KILLEN LN
TEMPLE TX 76501-1420

REYNOLDS STACIE & MARGARET SALEEM
(1854871)
505 N LEXINGTON ST
MANOR TX 78653-3341

SOSA BENTURA & PATRICIA ANN (397177)
PO BOX 26
MANOR TX 78653-0026

RICH RICHARD (1674648)
PO BOX 374
MANOR TX 78653-0374

LEXINTON BROWNING LLC (1923599)
1410 E PALM VALLEY BLVD
ROUND ROCK TX 78664-4549

WINKLER MARIE A (1461366)
1807 LEXINGTON ST
TAYLOR TX 76574-1564

NINH JAMIE D (1693000)
409 BURNETT ST
MANOR TX 78653-3422

MOSELEY CHRISTINE ANDERSON
(217639)
PO BOX 593
MANOR TX 78653-0593

BAUER DOUGLAS A & LAURALEA (217642)
PO BOX 1048
MANOR TX 78653-1048

DOVER GARY WAYNE (1978698)
101 E Rector St
Manor TX 78653-3316

MORENO DANIEL & RUPERTA &
(1670228)
505 NORTH BURNET ST
MANOR TX 78653-3366

GONZALEZ LEOPOLDO (1582565)
107 RECTOR ST
MANOR TX 78653-3316

FLORES FRANCISCO JR & (1782491)
9705 DALLUM DR
AUSTIN TX 78753-4309

MANOR UNITED METHODIST CHURCH
(215687)
PO BOX J
MANOR TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2023
PREPARED BY: Ryan Phipps, Chief
DEPARTMENT: Police

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on entering into a subscription software agreement for the Perry Weather Data and Alerting System.

BACKGROUND/SUMMARY:

This system allows us to watch and protect our community with local-specific weather data and, for community events and activities, provides us with access to trained meteorologists to make decisions with appropriate planning and life-saving responses to critical weather. The system will give a widget for placement on our website, making actual local weather data available to our community, not relying on data from a TV meteorologist who may be focused on data related to communities on the other side of the county.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: YES, yearly payment of \$3,600 1st year with an option to sign for multiple years up to 7 years with rate protection, minus a yearly consumer index. The first-year invoice will include a \$250 shipping fee. First-year total is \$3,850

PRESENTATION: No

ATTACHMENTS: Yes

- Quote
- Perry Weather Overview for Cities

STAFF RECOMMENDATION:

The City staff recommends that the City Council approve the City Manager to enter into a subscription software agreement for the Perry Weather Data and Alerting System for a 1-year term at the cost of \$3,850.

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

City of Manor - 1 Full Unit with Software + App

City of Manor, TX
105 East Eggleston Street
Manor, TX 78653

Reference: 20231030-110223863
Quote created: October 30, 2023
Quote expires: March 31, 2024

Ryan Phipps
rhipps@cityofmanor.org
(512) 272-5555

Scott Moore
smoore@manortx.gov
512-272-5555

Comments from Lisa Moore

BuyBoard # 647-21

Products & Services

Name	Qty	Unit price	Total
Software + Outdoor Warning System & Weather Station (OWX) Subscription Bundle SOFTWARE FEATURES: - 10 Users w/ Mobile app + Computer Dashboard access - Custom text alerts for heat, lightning, wind, rain etc. - 24/7 Meteorologist support - Widget for website, TV screens, etc. - Mass Notify feature - Monitor each facility separately - GPS Specific alerts as you travel about WEATHER STATION: - Fully wireless (Solar/Cellular powered) - Heat Index, Wet Bulb Globe Temp - Wind Speed, Wind Direction, Precipitation, Wind Chill - HD Sky Camera - Exportable Historic Data Reports OUTDOOR WARNING SYSTEM: - Fully Wireless (Solar/Cellular Powered) - Automated and Manually triggered - Custom text-to-speech PA Capable - Full Control of Active Siren Days/Times - Flashing Strobe Light	1	\$3,000.00 / year	\$3,000.00 / year for 7 years
Pack of 50 Notification-Only Users Notifications for up to 100 individuals	2	\$300.00 / year	\$600.00 / year for 7 years

			Item 9.
Name	Qty	Unit price	
<hr/>			
Shipping, per Unit	1	\$250.00	\$250.00
<hr/>			
Self-Installation	1	\$0.00	\$0.00
Self-install is free and includes an install guide and Customer Support for troubleshooting and assistance during installation.			

Subtotals

<hr/>		
Annual subtotal		\$3,600.00
<hr/>		
One-time subtotal		\$250.00
<hr/>		
Total		\$3,850.00

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Lisa Moore, Account Executive
lisa@perryweather.com, +19728098264

perry weather



SERVICE PROPOSAL

OPPORTUNITY

Perry Weather is your **ultimate** all-in-one **weather** command center designed to help cities & municipalities protect parks and patrons.



Trusted by municipalities and parks & recreation departments **nationwide**



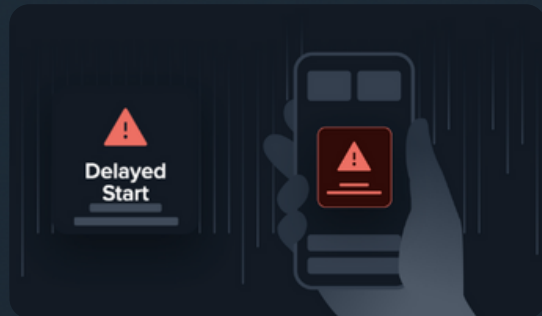
OUR SOLUTION

Watch and protect all of your facilities from one platform.



Monitor weather at all properties

View real-time conditions and create automations that keep your team and/or the public informed.



Field conditions at a glance

Remotely decide whether to close fields based on camera images, rainfall totals, and other conditions.



Policy risk today

Find out when and how activities or facilities may be impacted today.



Text-to-speech public address

Instantly broadcast custom or preset messages for lightning, park closures, or other conditions.



Update park status on the web

Optionally embed real-time conditions on your public website for your properties.



Ask a meteorologist 24/7

Call, text, or email our full-time meteorologists for one-on-one guidance and event forecasts.

OUR SOFTWARE IN ACTION

Forester Field (Dallas ISD)

Updated 1 minute ago

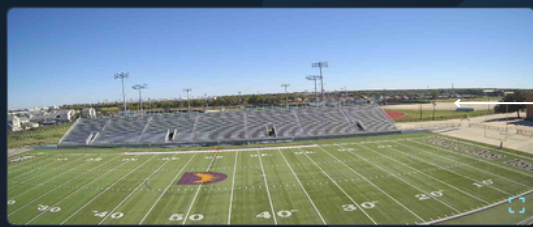
51°
Temp

0"
Precip

51°
Feels

55.4
WBGT

4
Wind



Live Image

Access live images from your Weather Station's camera.

On-site weather data

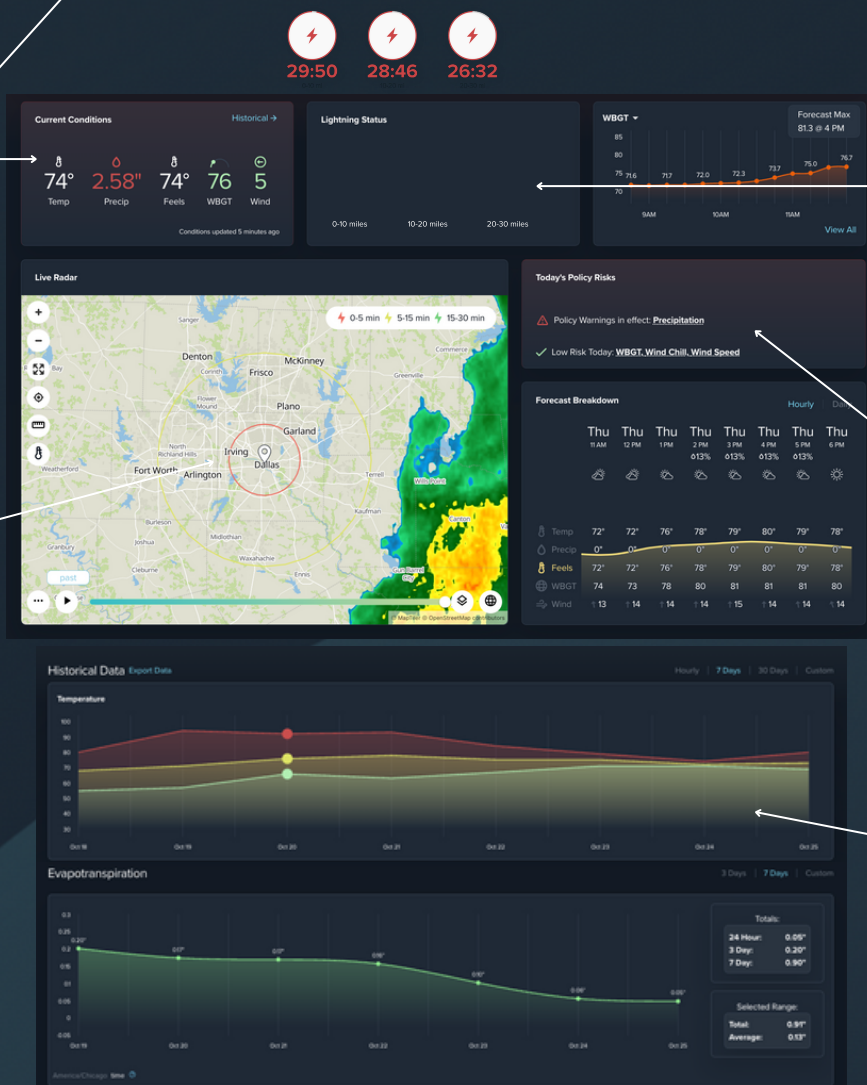
Monitor on-site weather metrics and access or export historical data.

- ✓ Precipitation
- ✓ Temperature
- ✓ Evapotranspiration
- ✓ Wind speed
- ✓ Wet bulb globe temperature (WBGT)

Live radar

Track incoming storms with live or future radar.

Monitor lightning strikes within your policy zones including ground strikes and cloud strikes.



Lightning strike countdown timer

The moment lightning strikes within your policy range, the lightning countdown timer automatically starts so you know exactly when it's safe to resume outdoor activities.

Timers reset for each subsequent strike.

Today's policy risks

We show risk levels for your day based on what matters most for your organization's activities and operations.

We'll tell you when to expect weather disruptions, so you can plan ahead.

Historical weather data

Access and export historical data from your site including precipitation, evapotranspiration, temperature, wind speed and WBGT.

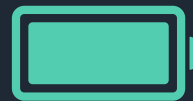
PERRY WEATHER HARDWARE



Onboard Sensors

Heat index	Evapotranspiration
Humidity	Wind chill
Precipitation	Wind speed/direction
Temperature	WBGT

Other sensors available upon request



Power & Connectivity

- 100-watt solar panel
- 12V DC battery backup
- Dedicated cellular network
- Direct power available



Siren Specifications

127dB audible siren
Customizable horn direction



Warning System Features

- Automatic or manual triggering
- Custom alert times
- Text & email notifications
- Install anywhere
- Text-to-speech
- Integrates with weather station
- Remote monitoring
- Web & mobile app integration



High-vis Strobe Light

PERRY WEATHER HARDWARE

No large upfront cost – simply bundle hardware with your subscription

Black bulb sensor

Perry Weather is an industry leader in accurately measuring heat stress thanks to our black bulb sensor.

The sensor gives the most accurate Wet Bulb Globe Temperature readings on the market.

Sirens/Speakers

127dB audible siren to alert for lightning strike. Control siren from app.

Send custom public address

Automatically broadcast text-to-speech to make sure everyone knows what to do when you're not there.

Solar Panel

No need to connect to direct power source with our attached 100-watt solar panel.

Onboard sensors

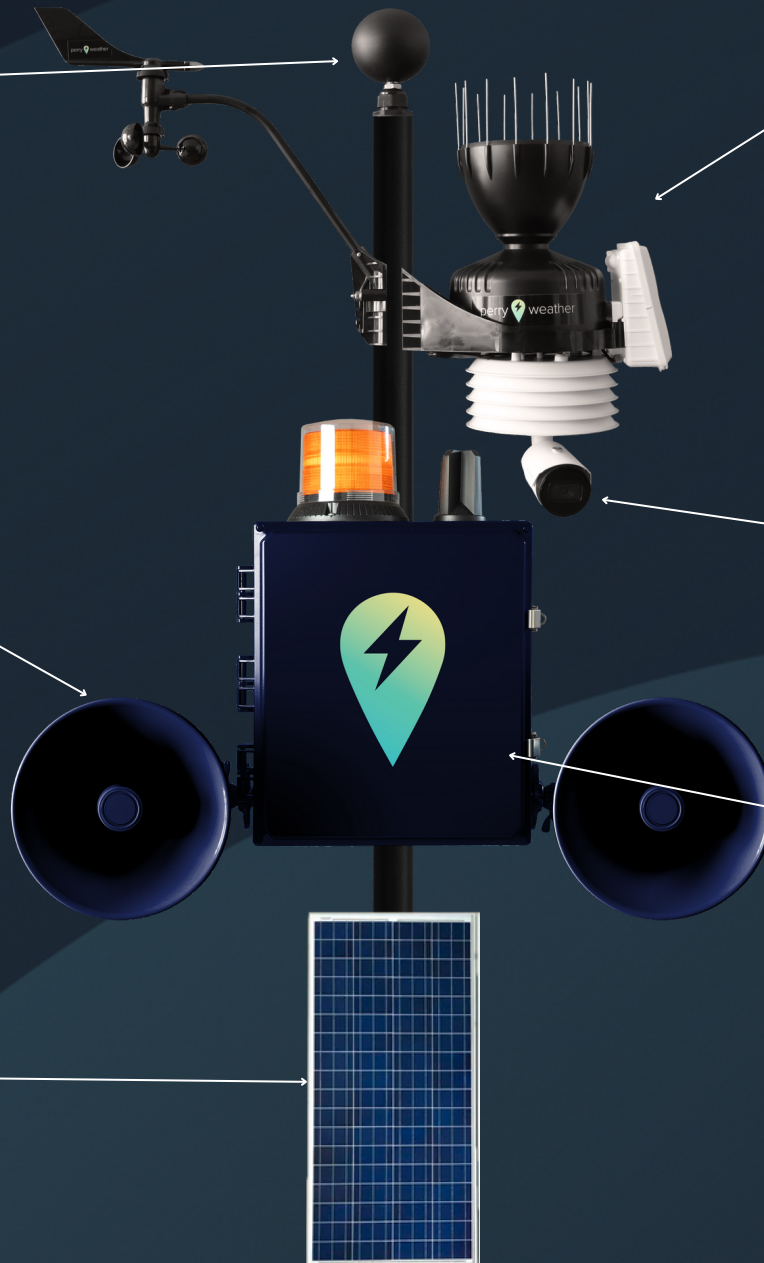
Sensors to track rainfall, humidity, temperature, wind speed, wind chill, wind direction, evapotranspiration.

Camera

1080p HD camera captures new live image every 5 minutes from your Weather Staton.

Secure housing box

Safely stores and protects circuit board and cellular router.



(OWX) Outdoor Warning System & Weather Station

OTHER HARDWARE OPTIONS

(OWS) Outdoor Warning System

- Compatible with weather station
- Sirens/Speakers
- Strobe light
- Text-to-speech functionality



(WXS) Weather Station

- Weather station only
- On-board weather sensors
- Web/app integration
- No on-board sirens/speakers



WHAT OUR CUSTOMERS SAY



“We’ve received positive feedback especially at our sites with sirens. The public is responding to the alerts, in particular to the PA feature that explains what the alert is for. It has made clearing the fields much easier. We love the product and the service we’ve received.”

Michael Festa, Parks and Recreation Director
City of Hialeah, Florida



“Perry Weather has been a great tool for us for the past few years. The equipment has been flawless and the customer support has always been spectacular!”

Mark Kosbab, Director of Parks & Planning
Elk Grove Park District, Illinois



“We don’t have to think about weather because Perry Weather just works. With as much as we have to deal with, knowing there’s something that’s already taken care of is a relief.”

Kim Bybee, Parks Manager
City of Carrollton

PROFILE

Perry Weather is the modern weather safety and operations platform for schools, athletic facilities, municipalities, golf courses, and other industries impacted by the weather. From lightning safety to heat stress and air quality monitoring, Perry Weather's software, outdoor warning systems, and weather stations help thousands of organizations keep their people and assets safe from disruptive weather.

CONTACT

PerryWeather.com | 1355 Motor Cir, Dallas, TX 75207 | (469) 546-5082





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Tracey Vasquez, HR Director
DEPARTMENT: Police

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on adding the Commander position to the current Pay Scale.

BACKGROUND/SUMMARY:

This recommendation is to add the Commander position to the current Pay Scale. While reviewing the job description of the lieutenant, it was found that tasks and duties assigned and completed by the lieutenants exceed those in the description. Reviewing the Captain job description, it was found to be more fitting to the job that is currently being done but still did not encompass all that the lieutenants do. These tasks and duties fall more in line and are equivalent to the commander's job description. Given that the department no longer has the captain position and the lieutenants have been performing the duties of commanders for several years, we are requesting to add the Commander position and freeze the lieutenant positions and Pay Scale to be re-opened later. This current administrative request was brought to the Budget Committee meeting on Tuesday, January 23, 2024, for discussion.

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

- Job description comparison
- Police Commander job description
- Police Lieutenant Job Description
- Current Pay Scale

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the addition of the Commander position to the current Pay Scale and freeze the lieutenant positions and Pay Scale to be re-opened later.

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

Commander/Lieutenant Job comparison

This is a recommendation to add the Commander position and Pay Scale. Reviewing the job description of the lieutenant, it was found that tasks and duties assigned and completed by the Lieutenants exceed those which are in the description. Reviewing the Captain job description, it was found to be more fitting to the job that is currently being done but still did not encompass all that the Lieutenants do. These tasks and duties fall more in line and are equivalent to Commander job descriptions. Given that the department no longer has the Captain position, and the Lieutenants have been performing the duties of Commanders, it is recommended to freeze the Lieutenant position and Pay Scale and add the Commander position and Pay Scale.

Talking Points

1. Doing the same job tasks and duties as commanders at other agencies without the title or pay.
2. The current duties and responsibilities exceed what is written in the current Lieutenant job description.
3. The work being done by the Lieutenants falls more in line with the captain's job description, but it does not even cover all the duties and responsibilities the Lieutenants currently do.
4. Commanders are over divisions comprised of multiple sections or units. The department is divided into two divisions These are operations and patrol. The operations division includes the investigations unit, property and evidence, support officers, victim services, and records. The patrol consists of patrol, traffic, and soon to add K9, as well as traffic and DWI enforcement.
5. Further when the study was conducted, the Lieutenants were compared to Commanders at other agencies that did not have lieutenants.
6. Span of control- Optimal is 5 direct reports, the lieutenants currently have 5 to 9.
7. The department is still understaffed based on current staffing models - The last updated population was 20,249 on the city's website. This does not include the swell population or ETJ. The current staffing model states 2.2 officers per 1000 residents, putting the department needing 45 total officers. This would mean the department is down by 7 officers. This would further impact span of control.

Budget impact

Projected Commander salary – \$113,401.60- \$122,116.80

Current Lieutenants salaries

Lieutenant 1 – 105,518 difference 7,883.60 (Step 1- 8 years)

Lieutenant 2 – 92,664 difference 20,737.60 (Step 1 2 ½ years)

These are the duties for the position of Commander. The items highlighted in yellow are the overlapping duties of Lieutenant and Commander. The items highlighted in green are the duties of the Commander.

- Assume all the required duties of a Manor Police Officer under direct supervision of the Assistant Chief.

- Assists in supervision and coordinating the various functions of all divisions and formulating and revising general orders on policy and procedures, and analyzing operations, and the assignment of personnel.
- Will maintain effective and cordial relations to foster cooperation with other law enforcement agencies and area governmental entities.
- Studies and does research on Police field activities and in administrative matters.
- Takes over responsibility of personnel, activities, and equipment of the police department in the absence of the Assistant and Chief of Police.
- Will keep abreast of legal and other developments, which impact the effective delivery of police services in the City of Manor.
- Maintains discipline; Confers with officers, supervisors, and mid-managers regarding departmental working relationships.
- Will assist in maintaining the records of the Manor Police Department under the direct supervision of the Assistant Chief of Police.
- Assists in the preparation of the annual budget and the annual report.
- Participate in development, implementation and maintenance of policies, objectives, short and long-range planning.
- Receives reports forwarded to the Chief's Office and refers to the Assistant Chief of Police all matters of importance requiring his/her attention.
- Gives such information as may be desired upon Police questions; and acts on or disposes of them in accordance with the policy of the Chief of Police.
- Maintains effective public relations in the field and in the office, including public gatherings.
- Handles routine assignments; prepares Staff Reports as directed; assists in Staff Development; acts as public liaison as assigned.
- Facilities oversight; plans and trains department personnel; staff development.
- Will ensure that all employees of the police Department comply with all hiring, personnel and training requirements of the general orders and the City of Manor.
- Makes innovative recommendations to promote maximum efficiency in the utilization of personnel and material resources.
- Supervises, counsels, and evaluates the performance of assigned personnel; Recommends discipline for personnel when necessary.
- Perform employee conduct investigations as well internal affairs investigations, as needed.
- Performs special studies as assigned.
- Works cooperatively and harmoniously with others.
- Attends and participates in professional conferences.
- Accomplish other duties as assigned.

In addition to job duties, there is a difference in the scope of the two positions. The Commander job scope more accurately portrays the current Lieutenants' activities.

Lieutenant

The purpose of the lieutenant position is to enforce federal, state, and local laws and ordinances and provide a police presence and protection in the community. The Lieutenant will supervise the activities of

patrol and CID. The Lieutenant will review completed incident and crash reports made by patrol Sergeants and the CID Sergeant; respond to scenes to oversee and assist officers; take citizen complaints on officers and conduct investigations; conduct internal affairs investigations; coordinate and conduct training; testify in court; attend meetings with local, county, and state agencies; and attend local events.

Commander

The Commander will supervise the activities of any and all divisions within the department under their command. The Commander will review completed incident and crash reports made by patrol Sergeants and the CID Sergeant as necessary; respond to scenes to oversee and assist officers; take citizen complaints on officers and conduct investigations; conduct internal affairs investigations; coordinate and conduct training; testify in court; attend meetings with local, county, and state agencies; and attend local events.

The Commander reports to the Assistant Chief of Police and assists in the leadership, management, and operation of the department; assists in the development, administration, coordination and implementation of departmental policies, procedures, budget, and activities. The Commander assumes command in the absence of the Assistant and Chief of Police.



MANOR POLICE DEPARTMENT Job Description

Job Title: Commander **Division:** Admin **Reports to:** Assistant Chief of Police

Job Purpose:

Supports effective law enforcement throughout the City by providing supervision, training, and direction to all department personnel under his or her command.

Job Scope:

The Commander will supervise the activities of all divisions within the department under their command. The Commander will review completed incident and crash reports made by patrol sergeants and the CID sergeant as necessary; respond to scenes to oversee and assist officers; take citizen complaints on officers and conduct investigations; conduct internal affairs investigations; coordinate and conduct training; testify in court; attend meetings with local, county, and state agencies; and attend local events.

The Commander reports to the Assistant Chief of Police and assists in the department's leadership, management, and operation; assists in developing, administering, coordinating, and implementing departmental policies, procedures, budgets, and activities. The Commander assumes command in the absence of the Assistant and Chief of Police.

The Commander must demonstrate ethical solid, professional, and service-oriented leadership and interpersonal skills; command the respect of, and set a good example for, his/her supervisors, peers, and subordinates; understand, accept, and correctly apply the tenets of the department's philosophy and values; and the City's Code of Ethics and Values; has established and maintains a good rapport with other City departments and Department Heads; exercises good independent judgment and discretion; manages and directs employees as required; formulates and oversees administrative policy for the effective use of assigned personnel and budgets; and consistently demonstrates a willingness to cooperate with the remainder of the management team, other members of the department, and other City officials.

Essential Functions:

Essential functions may include, but are not limited to, the following:

- Assume all the required duties of a Manor Police Officer under direct supervision of the Assistant Chief.
- Assists in supervising and coordinating the various functions of all divisions formulating and revising general orders on policy and procedures, analyzing operations, and assigning personnel.
- Will maintain effective and cordial relations to foster cooperation with other law enforcement agencies and area governmental entities.
- Studies and researches Police field activities and administrative matters.
- Takes over responsibility for personnel, activities, and equipment of the police department in the absence of the Assistant and Chief of Police.

- Will keep abreast of legal and other developments, which impact the effective delivery of police services in the City of Manor.
- Maintains discipline; Confers with officers, supervisors, and mid-managers regarding departmental working relationships.
- Will assist in maintaining the records of the Manor Police Department under the direct supervision of the Assistant Chief of Police.
- Assists in the preparation of the annual budget and the annual report.
- Participate in developing, implementing, and maintaining policies, objectives, and short and long-range planning.
- Receives reports forwarded to the Chief's Office and refers to the Assistant Chief of Police on all matters requiring his/her attention.
- Gives such information as may be desired upon Police questions; and acts on or disposes of them by the policy of the Chief of Police.
- Maintains effective public relations in the field and the office, including public gatherings.
- Handles routine assignments; prepares Staff Reports as directed; assists in Staff Development; acts as public liaison as assigned.
- Facilities oversight; plans and trains department personnel; staff development.
- Will ensure that all employees of the police Department comply with all hiring, personnel, and training requirements of the general orders and the City of Manor.
- Makes innovative recommendations to promote maximum efficiency in utilizing personnel and material resources.
- Supervises, counsels, and evaluates the performance of assigned personnel; Recommends discipline for personnel when necessary.
- Perform employee conduct and internal affairs investigations, as needed.
- Performs special studies as assigned.
- Works cooperatively and harmoniously with others.
- Attends and participates in professional conferences.
- Accomplish other duties as assigned.

Knowledge/Skills/Abilities

Knowledge/Skills/Abilities may include, but are not limited to, the following:

- Knowledge of and the ability and skill in verbal and written communication
- Knowledge of the administration, management, and oversight of assigned sections(s)
- Knowledge of police practices, methods, procedures, equipment, and services.
- Knowledge of and the ability to use computers and related equipment, hardware, and software to prepare reports.
- Knowledge and skill in the development of long and short range strategic and action plans
- Skill in effectively supervising and delegating duties to assigned staff.
- Skill in conflict resolution to effectively address customer complaints and concerns.

Qualifications, Licenses, and Certifications:

- 8 years of experience or more
- Bachelor's degree in Criminal Justice; Public Administration or any other related field from an accredited institution
- TCOLE Advanced Peace Officer Certificate or higher
- 2 years at the rank of Lieutenant or higher or equivalent at another agency
- FTO
- Basic Instructor



MANOR POLICE DEPARTMENT Job Description

Job Title: Lieutenant

Division: Admin

Reports to: Captain

Job Summary:

The purpose of the lieutenant position is to enforce federal, state, and local laws and ordinances and provide a police presence and protection in the community. The lieutenant will supervise the activities of patrol and CID. The lieutenant will review completed incident and crash reports made by patrol sergeants and the CID sergeant; respond to scenes to oversee and assist officers; conduct internal affairs investigations; coordinate and conduct training; testify in court; attend meetings with local, county, and state agencies; carry out other administrative assignments as appointed by the Chief of Police; and attend local events.

Essential Functions:

Essential functions may include, but are not limited to, the following:

Assume all the required duties of a Manor Police Officer under direct supervision of the Captain.

Assists in supervision and coordinating the various functions of all divisions, and formulating and revising general orders on policy and procedures, and analyzing operations, and the assignment of personnel;

Will maintain effective and cordial relations so as to foster cooperation with other law enforcement agencies and area governmental entities;

Will keep abreast of legal and other developments which impact the effective delivery of police services in the City of Manor;

Will be the chief training instructor and will maintain all training records; and serve as the department firearms instructor and department armorer which is also the custodian of the department armory.

Will be active, in a positive manner, in municipal and civic affairs in the City of Manor;

Will assist in maintaining the records of the Manor Police Department under the direct supervision of the Captain and the Chief of Police;

Will insure that all employees of the police Department comply with all hiring, personnel and training requirements of the general orders and the City of Manor;

Will make recommendations to the Chief of Police regarding personnel matters, training, budget and operations of the Manor Police Department;

Supervise all employees of the Police Department including the preparation of sergeant and civilian personnel evaluations.

Conduct internal affairs investigations related to attendance, performance, and conduct;

Maintains effective public relations in the field and in the office, including public gatherings;

Accomplish other duties as assigned by the Chief of Police.

Lieutenant

All Officers are mandated to complete 40 hours of continuing education for every two year training cycle

Bachelor's degree in Criminal Justice; Public Administration or any other related field from an accredited institution

5-7 years of experience or more

Intermediate Certificate or higher

Supervisory experience = 2 years at rank of Sergeant or equivalent at other agency or 2 years CID

FTO

Basic Instructor

This training must be completed within 1st year

Required Training

Officer Involved shooting

TML – City of Manor Human Resource and Law Enforcement Training

Complete the identified course or its equivalent

- Supervisor Skills 101 and 201 or equivalent
- Sexual Harassment Awareness for Managers
- Sexual Harassment in the workplace
- Leadership vs management
- Diversity in the workplace
- Violence in the workplace
- Transition from Peer to Supervisor
- Drug and Alcohol Awareness
- All topics listed under Law Enforcement

The advanced certificate should be obtained within 3 years of appointment

This training must be completed within 3 years

Required Training

Internal Affairs investigation

Emergency Management Training

CID Management

This training must be completed within 10 years

Required Training

Complete LEMIT Leadership Command College

Officers are not mandated to obtain their Master Peace Officer Certificates, but it is strongly encouraged

Master Certificate

Continued Leadership Training

Emergency Management Training

See Step chart below

Years as Lieutenant

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0-1															
1-2															
2-5															
5-8															
8-10															
>10															

Steps

Intermediate

Advanced

Master

Lieutenant PG 28

Name	Certificate	Time in grade	Date of Appt	Step	Hourly	Annually
Allen	Master	<1 year	4/15/2016	9	40.759	84,778.72

1.025 1.4 1.03

Pay Grade	Recommended Title	Department		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (M)		Range to Max
C			1.08								
				\$18.06	\$18.51	\$18.97	\$19.44	\$19.93	\$20.42		\$25.28
				\$37,564.80	\$38,500.80	\$39,457.60	\$40,435.20	\$41,454.40	\$42,483.79		\$52,582.40
D											
				\$19.50	\$19.99	\$20.49	\$21.00	\$21.52	\$22.06		\$27.30
				\$40,560.00	\$41,579.20	\$42,619.20	\$43,680.00	\$44,761.60	\$45,884.80		\$56,784.00
	Custodian	Finance									
	Utility Billing Specialist	Finance									
E			1.08								
				\$21.05	\$21.58	\$22.12	\$22.67	\$23.24	\$23.82		\$29.47
				\$43,784.00	\$44,886.40	\$46,009.60	\$47,153.60	\$48,339.20	\$49,545.60		\$61,297.60
	Deputy Court Clerk	Court									
	Permit Technician	Development Services									
	Police Records Specialist	Police									
	Animal Control Officer	Police									
	Administrative Specialist	PW - Public Works									
	Maintenance Worker - Parks	PW - Parks									
	Maintenance Worker - Streets	PW - Streets									
F			1.08								
				\$22.74	\$23.31	\$23.89	\$24.49	\$25.10	\$25.73		\$31.84
				\$47,299.20	\$48,484.80	\$49,691.20	\$50,939.20	\$52,208.00	\$53,518.40		\$66,227.20
	Senior Deputy Court Clerk	Court									
	Account Specialist	Finance									
	Utility Meter Reader	Finance									
	Equipment Operator	PW - Streets									
	W/WW Operator I	PW - Utilities									
	W/WW Operator I	PW - Wastewater									
G			1.08								
				\$24.56	\$25.17	\$25.80	\$26.45	\$27.11	\$27.79		\$34.38
				\$51,084.80	\$52,353.60	\$53,664.00	\$55,016.00	\$56,388.80	\$57,803.20		\$71,510.40
	Code Enforcement Officer	Development Services									
	Human Resources Specialist	Human Resources									
	Police Cadet	Police									
	Mechanic	PW - Streets									
	W/WW Operator II	PW - Utilities									
	W/WW Operator II	PW - Wastewater									
	Construction Inspector I										
H			1.08								
				\$26.53	\$27.19	\$27.87	\$28.57	\$29.28	\$30.01		\$37.14
				\$55,182.40	\$56,555.20	\$57,969.60	\$59,425.60	\$60,902.40	\$62,420.80		\$77,251.20
	Development Services Supervisor	Development Services									
	IT Specialist	Information Technology									
	Executive Assistant	Police									
	Crime Scene / Evidence Specialist	Police									
	Crime Analyst	Police									
	Victim Witness Specialist	Police									

	Certified Mechanic	PW - Streets	1.08										
	Public Works Foreman	PW - Parks /Streets											
	W/WW Operator III	PW - Utilities											
	W/WW Operator III	PW - Wastewater											
	Construction Inspector II	PW - Utilities											
I													
				\$28.65	\$29.37	\$30.10	\$30.85	\$31.62	\$32.41			\$40.11	
				\$59,592.00	\$61,089.60	\$62,608.00	\$64,168.00	\$65,769.60	\$67,412.80			\$83,428.80	
	Court Administrator	Court	1.08										
	Plan Reviewer	Development Services											
	Building Inspector I	Development Services											
	Utility Billing Coordinator	Finance											
	Accountant	Finance											
	Utilities Foreman	PW - Utilities											
	Stormwater Inspector	PW - Streets											
	Construction Inspector III												
J													
				\$30.95	\$31.72	\$32.51	\$33.32	\$34.15	\$35.00			\$43.33	
				\$64,376.00	\$65,977.60	\$67,620.80	\$69,305.60	\$71,032.00	\$72,800.00			\$90,126.40	
	Building Inspector II	Development Services		\$67,594.80	\$69,276.48	\$71,001.84	\$72,770.88	\$74,583.60	\$76,440.00			\$94,632.72	2184
	Planner	Development Services											
	Purchasing Coordinator	Finance											
	Case Manager	Police											
	Police Officer	Police											
	Fleet/Equipment Coordinator	Police											
K			1.12										
				\$34.64	\$35.51	\$36.40	\$37.31	\$38.24	\$39.20			\$48.50	
				\$72,051.20	\$73,860.80	\$75,712.00	\$77,604.80	\$79,539.20	\$81,536.00			\$100,880.00	
	Heritage & Tourism Manager	Community Services											
	Sr Planner	Development Services											
	Detective	Police											
L													
				\$38.81	\$39.78	\$40.77	\$41.79	\$42.83	\$43.90			\$54.33	
				\$80,724.80	\$82,742.40	\$84,801.60	\$86,923.20	\$89,086.40	\$91,312.00			\$113,006.40	
	Sr Accountant	Finance		\$84,761.04	\$86,879.52	\$89,041.68	\$91,269.36	\$93,540.72	\$95,877.60			\$118,656.72	2184
	Police Sergeant	Police											
	Public Works Superintendent	PW - Public Works											
M			1.12										
				\$43.46	\$44.55	\$45.66	\$46.80	\$47.97	\$49.17			\$60.84	
				\$90,396.80	\$92,664.00	\$94,972.80	\$97,344.00	\$99,777.60	\$102,273.60			\$126,547.20	
	City Secretary	Administration											
	Police Lieutenant	Police											
	Utilities Superintendent	PW - Public Works											
	Emergency Management Coordinator	Police											
	Emergency Communications												
N			1.12										
				\$48.67	\$49.89	\$51.14	\$52.42	\$53.73	\$55.07			\$68.14	
				\$101,233.60	\$103,771.20	\$106,371.20	\$109,033.60	\$111,758.40	\$114,545.60			\$141,731.20	
	Building Official	Development Services											
	Human Resources Director	Human Resources											

O			1.12								
				\$54.52	\$55.88	\$57.28	\$58.71	\$60.18	\$61.68		\$76.33
				\$113,401.60	\$116,230.40	\$119,142.40	\$122,116.80	\$125,174.40	\$128,294.40		\$158,766.40
	Information Technology Director	Information Technology									
	Police Commander	Police									
	Assistant Director of Public Works	Public Works									
P											
				\$58.87	\$60.34	\$61.85	\$63.40	\$64.99	\$66.61		\$82.42
	Finance Director	Finance		\$122,449.60	\$125,507.20	\$128,648.00	\$131,872.00	\$135,179.20	\$138,548.80		\$171,433.60
	Development Services Director	Development Services	1.08								
	Economic Development Director	Economic Development									
	Assistant Police Chief	Police									
	Public Works Director	Public Works									
Q											
				\$63.59	\$65.18	\$66.81	\$68.48	\$70.19	\$71.94		\$89.03
				\$132,267.20	\$135,574.40	\$138,964.80	\$142,438.40	\$145,995.20	\$149,635.20		\$185,182.40
	Police Chief	Police									
R			1.08								
				\$68.67	\$70.39	\$72.15	\$73.95	\$75.80	\$77.70		\$96.14
				\$142,833.60	\$146,411.20	\$150,072.00	\$153,816.00	\$157,664.00	\$161,616.00		\$199,971.20
S											
				\$74.17	\$76.02	\$77.92	\$79.87	\$81.87	\$83.92		\$103.84
				\$154,273.60	\$158,121.60	\$162,073.60	\$166,129.60	\$170,289.60	\$174,553.60		\$215,987.20
	Assistant City Manager	Administration									
T			1.3								
				\$96.43	\$98.84	\$101.31	\$103.84	\$106.44	\$109.10		\$135.00
				\$200,574.40	\$205,587.20	\$210,724.80	\$215,987.20	\$221,395.20	\$226,928.00		\$280,800.00
	City Manager	Administration									



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 8 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Wilbarger Wastewater Treatment Plant Expansion project.

BACKGROUND/SUMMARY:

This proposed Wilbarger Wastewater Treatment Plant Expansion project has been included in the City's Capital Improvements Plan as part of the Community Impact Fee program effort initiated in 2022. In November of 2023, Certificates of Obligation were issued by the City to fund design and construction of the plant expansion. Over the intervening months, the Capital Committee has met three times and is recommending the City authorize the project.

The proposed Statement of Work is for Professional Engineering Services and defines the scope of services and costs for preliminary engineering, final design, permitting, bidding and construction phase services for the City's expansion of the Wilbarger Wastewater Treatment Plant. These improvements include the necessary design improvements for new construction to expand the wastewater treatment plant from its existing 1.33 million gallons/day (MGD) treatment capacity to its ultimate buildout capacity of 2.0 MGD; addition of new sludge digestion, thickening and dewatering facilities; optimization of anoxic mixers, grit classifier enhancements, train 3 waste activated sludge (WAS) improvements, sodium bisulfite system enhancements and non-potable water system modifications. Design will be in accordance with Chapter 217, 30TAC of the TCEQ rules.

The total project budget for design and construction was estimated at \$16,900,000 in the bond issuance, inclusive of soft costs and contingency factors. The total project budget amount was included in the recent wastewater rate study, so wastewater utility rates can provide debt service funds for the certificates of obligation issued to finance the project.

Current wastewater flows at the Plant are approximately 1.05 MGD or 79% of the permitted phase capacity. The TCEQ Chapter 217 Rules require that plant expansion design commence at 75% of permitted phase capacity and construction start at 90% of permitted phase capacity.

Since the existing Wilbarger WWTP was placed into service in October of 2020 the flows have increased at a rate of about 0.139 MGD per year. Assumption of similar growth within the current service area over next few years

indicates the plant will reach capacity in the next 17 to 33 months. Addition of new tracts into the service area may result in faster utilization of available capacity, shortening the timeframe for Plant expansion.

In the event the City Council acts to award this Statement of Work, the following project schedule is proposed:

Authorization to begin work: February 2024
 Preliminary Engineering: March 2024 – May 2024
 Engineering Design: June 2023 – November 2024
 Permitting: December 2024 - February 2025
 Bidding: November 2024 – March 2025
 Construction Contract Award: March 2025
 Contract Documents and Notice to Proceed: March - April 2025
 Mobilization and Submittal Reviews: May – June 2025
 Construction: June 2025 – October 2026
 Commissioning and Startup: November 2026
 Project Closeout: December 2026

LEGAL REVIEW:	Not Applicable
FISCAL IMPACT:	<i>The project is to be funded with the FY 2023 Certificates of Obligation.</i>
PRESENTATION:	Yes
ATTACHMENTS:	Yes

- Statement of Work
- Project Memorandum

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Statement of Work #8 to the existing Master Services Agreement with George Butler Associates, Inc. for the Wilbarger Wastewater Treatment Plant Expansion project in the amount of \$1,429,300.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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EXHIBIT A

Statement of Work (SOW) No. 8

TO MASTER SERVICES AGREEMENT

Statement of Work No. 8 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 define the scope of services and cost for preliminary engineering, final design, permitting, bidding and construction phase services for the CITY's expansion of the Wilbarger Wastewater Treatment Plant. These improvements include the necessary design improvements and new construction in order to expand the plant from its existing 1.33 million gallons/day (MGD) treatment capacity to its ultimate buildout capacity of 2.0 MGD; addition of new sludge digestion, thickening and dewatering facilities; optimization of anoxic mixers, grit classifier enhancements, train 3 waste activated sludge (WAS) improvements, sodium bisulfite system enhancements and non-potable water system modifications. Design will be in accordance with Chapter 217, 30 TAC of the TCEQ rules.

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 (12 meetings)

SUBTASK 4: Invoices and Progress Reports (12 Invoices and 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: Complete preliminary design calculations and drawing for the construction of the facilities.

SUBTASK 5: Submit preliminary equipment layout and design calculations to City for review and approval.

SUBTASK 6: Prepare preliminary opinion of probable cost for the anticipated quantities involved.

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.

TASK 4: PERMITTING PHASE

SUBTASK 1: Prepare and submit construction documents for City of Manor and TCEQ review.

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.

SUBTASK 6: Review bids, develop bid tabulation, perform contractor qualifications verification and provide recommendation of construction contract award.

SUBTASK 7: Submit ENGINEER's Letter of Recommendation to CITY for review and consideration for award.

SUBTASK 8: Provide Notice of Award and contract documents for execution by selected contractor.

TASK 6: CONSTRUCTION PHASE

SUBTASK 1: Review required bonding and insurance requirements and prepare Notice to Proceed.

SUBTASK 2: Distribute copies of executed contract documents.

SUBTASK 3: Conduct pre-construction conference, review contract requirements, and issue Notice to Proceed.

SUBTASK 4: Perform submittal review in accordance with construction documents.

SUBTASK 5: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 6: Review field testing reports.

SUBTASK 7: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 8: Review contractor's pay requests for accurate progress representation and make recommendations to City for payment.

SUBTASK 9: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 10: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 11: 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 City options.
3. GBA assumes the Sludge Dewatering Building HVAC needs consist only of a ventilation system and electric unit heaters.
4. Boundary surveys or survey corrections, easement surveys and field notes/descriptions.
5. Design or survey services for other improvements, conveyances, or utilities other than listed.
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. SWPPP or TPDES permits.
8. Construction phase services not specifically listed.
9. Any designs or reports not specifically listed.
10. Additional meetings and site visits not specifically listed.
11. Any other service not specifically listed.

COMPENSATION:

TASK 1. FEE:	\$75,500
TASK 2. FEE:	\$168,400
TASK 3. FEE:	\$882,800
TASK 4. FEE:	\$26,400
TASK 5. FEE:	\$16,700
TASK 6. FEE:	\$259,500

TOTAL: \$1,429,300

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: Frank T. Phelon

Date: _____

Date: 2/12/2024

MEMORANDUM

To: Mr. Scott Moore, City Manager

From: Frank T. Phelan, P.E.

Date: January 29, 2024

Subject: Wilbarger Creek Wastewater Treatment Plant Expansion Option Memo

1. Wilbarger Wastewater Treatment Plant (Plant) and Service Area

The City of Manor owns and operates the Wilbarger Creek Wastewater Treatment Plant located at 547 Llano Street permitted by the Texas Commission on Environmental Quality. The Plant serves the western area of the City of Manor, including the Gilleland Creek Basin, Wilbarger Creek Basin and limited portions of the Cottonwood Creek Basin. The majority (approx. 95%) of the City of Manor's population is served by the Plant.

2. Plant Phasing and Capacity

Presently the Plant is operating under an interim phase capacity of 1.33 Million Gallons per Day (MGD.) The Plant design and current permit allow for expansion of the facility to an ultimate capacity of 2.0 MGD. The major elements of the existing plant and the expansion are shown on Figure 1.0. Current wastewater flows at the Plant are around 1.05 MGD or 79% of the permitted phase capacity. The TCEQ Chapter 217 Rules require that plant expansion design commence at 75% of permitted phase capacity and construction start at 90% of permitted phase capacity.

These percentages worked well as project milestone triggers prior to the pandemic. During and subsequent to the pandemic however, labor shortages and ongoing supply chain issues have increased project delivery times to the point where conventional plant expansion timing may not provide sufficient time for design, permitting, contracting, equipment manufacturing, construction and commissioning. As a result, commencing design and construction at the 75/90 thresholds may result in exceedances in permitted capacities or increased contractor's bids as a hedge against short performance periods given contractor labor shortages and the long supply-chain issues.

In anticipation of the need for additional wastewater treatment system capacity, the City of Manor has recently sold bonds to fund expansion of the Wilbarger Creek Wastewater Treatment Plant. It is therefore recommended that the City of Manor commence with design of the Plant expansion immediately to provide as much time as possible for design and construction to provide sufficient capacity for continuous growth within the service area.

3. Recent Legislative Effects on Planning and Utility Service

The recent Texas legislative changes (SB 2038) that became effective in September of last year have significantly affected municipal planning by now allowing landowners to de-annex from municipal Extra-Territorial Jurisdictions (ETJs.) A recent result of this new legislation is the desire of several property owners located outside of Manor's jurisdiction to de-annex from City of Austin's ETJ, annex into the City of Manor and receive wastewater service from Manor. See Figure 2.0 for currently identified potential areas. These areas total approximately 430 acres that are outside of the City of Manor ETJ and have not been included in any prior planning efforts.

Several of these tracts could be served by the Wilbarger Plant but have not been included in any capacity planning because the areas were in Austin's ETJ and Certificated Area of Convenience and Necessity (CCN.) To accommodate these additional tracts (and potentially others that are now in Austin's ETJ) the Plant capacity will need to be increased beyond the permitted 2.0 MGD capacity. The additional capacity requirement is yet to be determined given the unknowns regarding the amount of land and types of land uses that may request annexation and wastewater service.

4. Projected Capacity Utilization

The existing Wilbarger WWTP was placed into service in October of 2020 and serviced a flow of approximately 0.6 MGD at the time of commissioning. Over the intervening 3.25 years, the flows at the facility have increased to an average flow over 1.0 MGD (See Chart 1.0.) The rate of increase has averaged about 0.139 MGD per year for the period. Assumption of similar growth within the current service area over next few years indicates the plant will reach capacity in the next 17 to 33 months. Addition of new tracts into the service area may result in faster utilization of available capacity, shortening the timeframe for Plant expansion.

5. Addition Capacity Requirements

Recognizing that the additional areas presently outside the City of Manor represent new growth for the City in both developable land as tax base and utility service potential, investigating expansion of the Plant beyond the current ultimate capacity of 2.0 MGD is appropriate. The areas that have been identified as potential ETJ transfer are 268.79 acres (to the northwest) and 161.27 acres (to the southeast.) Combined, at a density of 4.0 LUEs per acre, wastewater flows on the order of 350,000 gallons per day could be expected, assuming 200 gallons per day per LUE. The following considerations discuss the various factors that need to be considered in an evaluation of capacity expansion beyond the 2.0 MGD capacity:

6. Capital Costs and Economies of Scale

Presently, funds for plant expansion to the 2.0 MGD have been issued in the 2023 Certificates of Obligation in the amount of \$16.9M. It is not anticipated that the funds are sufficient for any significant capacity expansion beyond the 2.0 MGD plant capacity. Developer participation in expansion costs could be negotiated as part of a development agreement for the tracts that are currently outside of the City.

Generally, economies of scale can be better realized with larger treatment works. In the case of Wilbarger Creek WWTP, the current design of multiple ancillary systems (outside of treatment equipment) provides for economical expansion to the 2.0 MGD capacity. Examples of ancillary systems are on-site lift station, chemical feed systems, yard and outfall piping, electrical service, etc. Expansion beyond the 2.0 MGD capacity will require these systems be increased in capacity beyond designed provisions for expansion (See Figure 3.0.) This may mean duplicate systems or wholesale replacement of existing equipment with larger capacity equipment, thus reducing or negating economies of scale.

7. Plant Expansion Options

Several plant expansion options can be considered. These include additional treatment works, potential rerating enhancements and flow equalization. Preliminary engineering will need to be conducted to determine the most cost effective and timely options.

8. Permitting Implications of Additional Expansion

Permitting of any expanded facility will need to be evaluated against project timing and capacity needs. Increasing the permitted capacity beyond the current 2.0 MGD will require a major permit amendment through the TCEQ. The permit amendment process takes a minimum of a year typically and can extend up to three years if the application is protested and a case referred to the State Office of Administrative Hearings.

Another consideration will be the permitted effluent parameter set. The receiving waters for the plant outfall (Wilbarger Creek) have been modeled by the TCEQ Staff to determine assimilative capacity for specific nutrients, total dissolved solids, and bacteria concentrations. It is possible that expansion of the plant beyond the 2.0 MGD may result in more restrictive effluent parameters which may require additional treatment equipment or processes, increasing construction and operations costs.

Recently, polyfluoroalkyl substances (PFAs) are an emerging concern that may lead to increased monitoring requirements and wastewater treatment effluent limitations. Considerations for plant design beyond the 2.0 MGD capacity should include appropriate provisions for any advanced treatment required to address PFA contaminant levels, should the TCEQ adopt rules that set Maximum Contaminant Levels (MCLs) this class of chemicals. The Texas Water Development Board (TWDB) has increased funding for wastewater and drinking water projects that reduce exposure to PFAS and other emerging contaminants that may be able to be leveraged should PFA limits be established.

Given that the Plant site design did not contemplate an expansion of treatment works beyond the 2.0 MGD capacity, additional property may be required to accommodate a larger facility. Relocation of the pole barn on the site will most likely be necessary. Expansion of the minimum 150' Buffer Zone Easement may also be required on adjacent properties. An alternative to expansion of the Buffer Zone Easement would be property acquisition on the east side of Llano Street.

9. Budgeting

Presently no budgets have been determined for Plant expansion beyond the 2.0 MDG as the capacity amounts for further expansion have not been developed, nor are the required technologies been defined to achieve compliance with potentially tighter effluent limits. Additionally, unknowns regarding how many ancillary systems would need to be oversized or paralleled at the plant will have a significant impact on unit costs for treatment expansion. The aforementioned factors of buffer zone easement, property acquisition and permitting could also significantly impact costs.

10. Next Steps

a. Existing planned expansion.

It is recommended that the currently planned expansion design work commence immediately to provide interim capacity for current and any expanded service areas in the near term. The design of the plant for the expansion to 2.0 MDG will result in the cost-effective provision of additional wastewater service in the basin and prevent potential building moratoriums for the next few years.

A proposal was submitted to for the design of the facility in April of last year, assuming that three years would be available for the design and construction activities at that time. We recommend that a revised proposal be submitted that factors in the current projections for the need to have expanded capacity in less than three years to reduce project timelines and minimize the period of permit limit exceedances.

b. Study/Plan for ETJ Release

We recommend a study be conducted concurrently with the plant expansion design process to determine the amounts and types of additional plant capacity that will be required to service potentially annexed areas. The study and resultant plan will also consider timing and costs of a permit amendment and property acquisitions/Buffer Zone Easements.

Chart 1.0

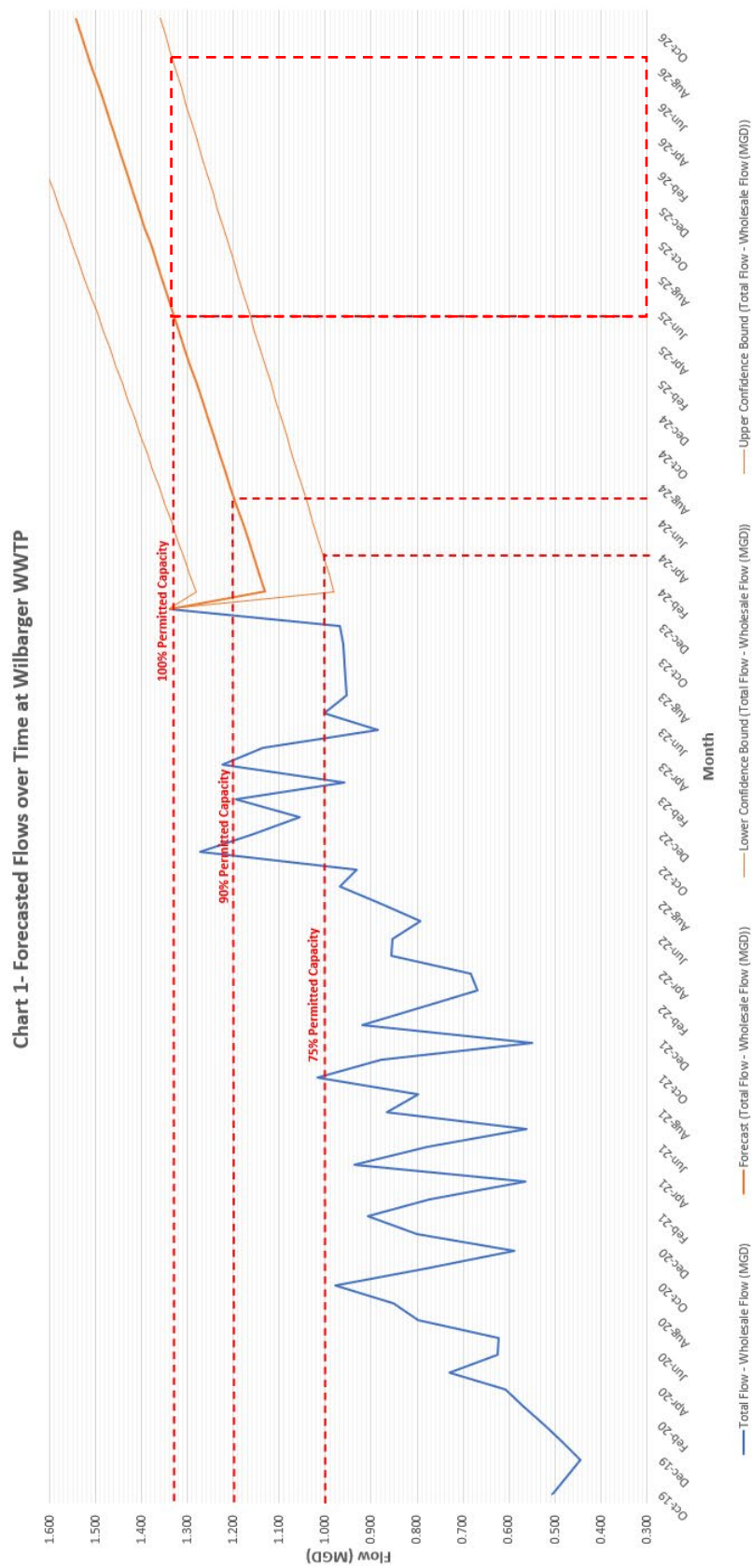


Figure 1.0

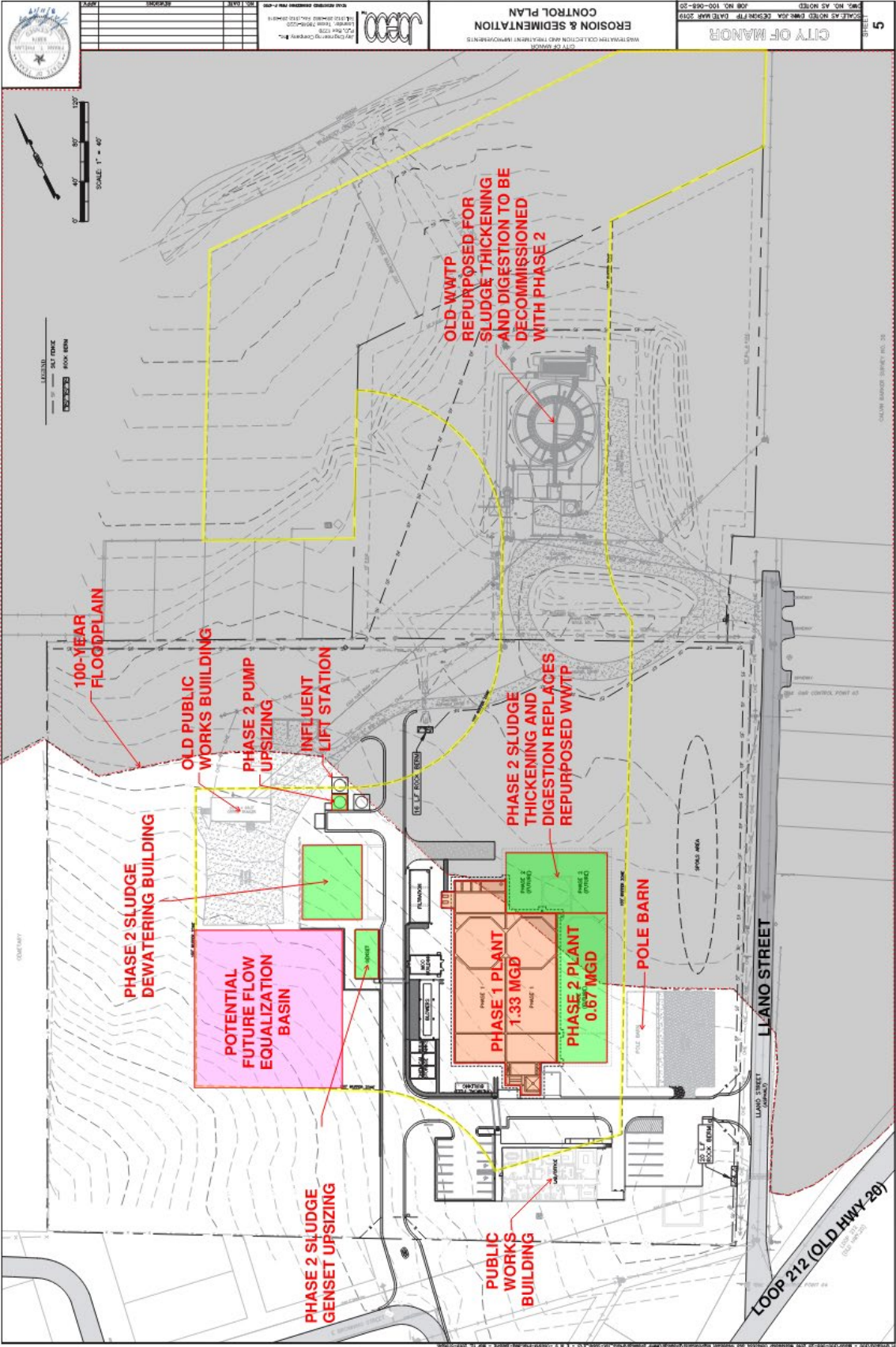
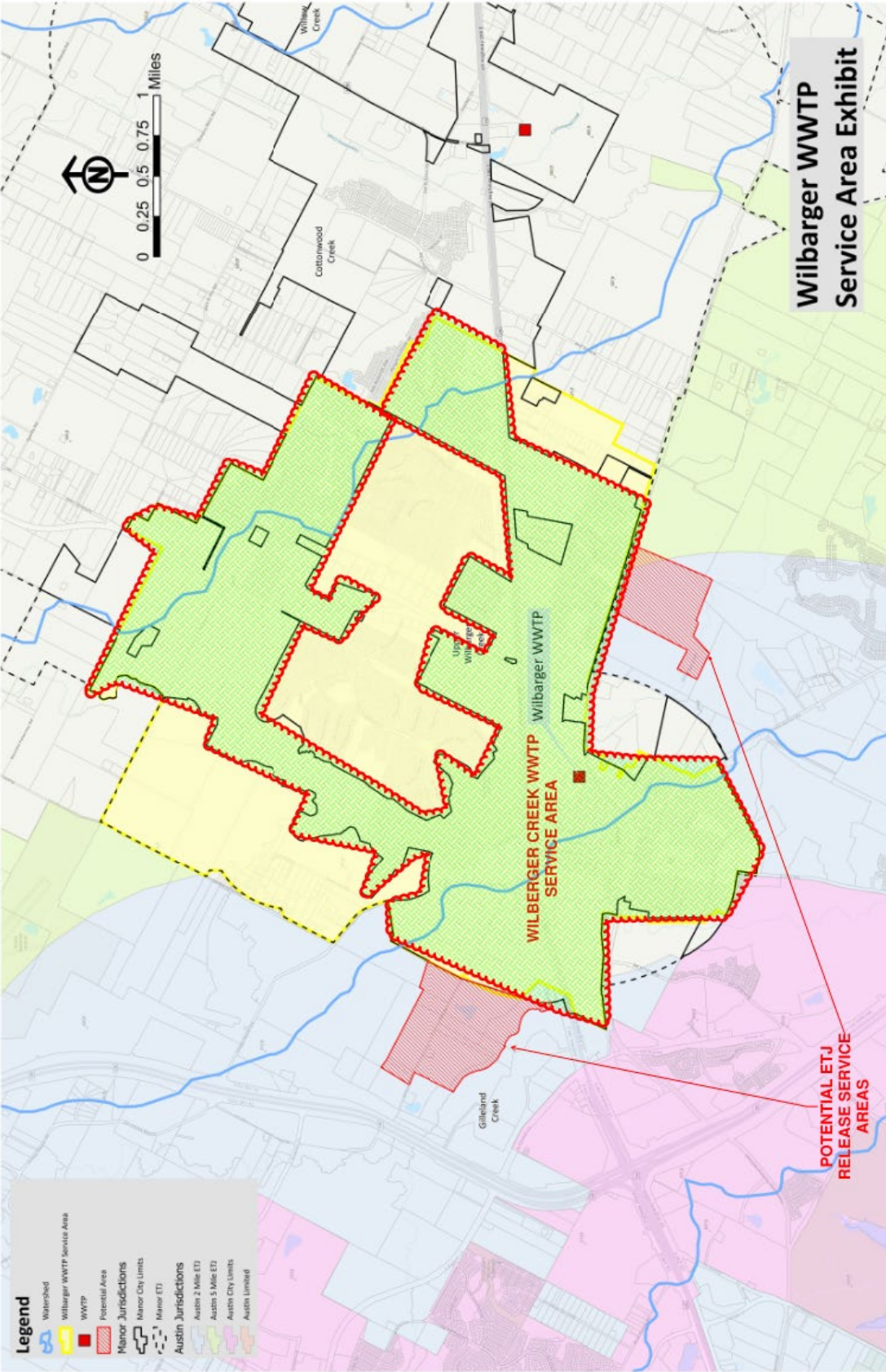


Figure 2.0







AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Frank T. Phelan
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a change order to the construction contract for the 2020 Wastewater Collection System Improvements, CIP S-32 project.

BACKGROUND/SUMMARY:

Failure of installed trench line along the line assignment has created elevation differentials in pavement surfaces that require mitigation. The proposed change order provides for reconstruction of the trench backfill and pavement surface. Increased inspection and testing intervals will ensure proper performance of trench line. Total cost for repairs is \$57,314.50. Cost sharing negotiated with City Staff and City Attorney with the contractor limited City participation to the cost of flex base at \$16,899.50.

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

- Change Order
- Proposal

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve a change order to the construction contract for the 2020 Wastewater Collection System Improvements, CIP S-32 project with Guerra Underground, LLC.

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

CHANGE ORDER

ORDER NO.: 3

DATE: December 6, 2023

AGREEMENT DATE: February 18, 2021

NAME OF PROJECT: 2020 Wastewater Collection System Improvements, CIP S-32

OWNER: City of Manor

CONTRACTOR: Guerra Underground, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1 - Change Order Item C.O.3. - 1 - Repair 392 LF Wastewater Line Trench, including mobilization, excavation, flex base, saw cut, prime coat, 3" mill and overlay of 9' pavement width, spoils/HMAC removal and disposal, trench safety, labor, testing and traffic controls. Materials to conform with project specifications 2B, 2G, 2H and 2I. Depth of trench backfill removal and replacement to be full depth from top of bedding envelope to pavement surface. Testing intervals for flex base section to be every 100 LF/lift. Total Lump Sum Compensation for Change Order Item C.O.3. - 1 = \$16,899.50

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$418,097.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$480,482.67

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$16,899.50

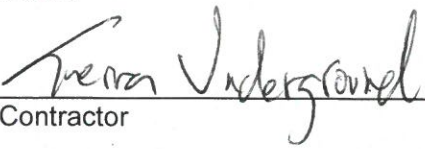
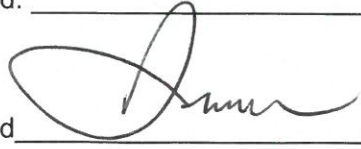
New CONTRACT PRICE including this CHANGE ORDER will be: \$497,382.17

Approvals Required:

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

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

Ordered by: _____ Signed: _____
Owner

Accepted by:  Signed: 
Contractor

CHANGE ORDER

ORDER NO.: 3
DATE: December 6, 2023
AGREEMENT DATE: February 18, 2021

NAME OF PROJECT: 2020 Wastewater Collection System Improvements, CIP S-32

OWNER: City of Manor

CONTRACTOR: Guerra Underground, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1 - Change Order Item C.O.3. - 1 – Repair 392 LF Wastewater Line Trench, including mobilization, excavation, flex base, saw cut, prime coat, 3" mill and overlay of 9' pavement width, spoils/HMAC removal and disposal, trench safety, labor, testing and traffic controls. Materials to conform with project specifications 2B, 2G, 2H and 2I. Depth of trench backfill removal and replacement to be full depth from top of bedding envelope to pavement surface. Testing intervals for flex base section to be every 100 LF/lift. Total Lump Sum Compensation for Change Order Item C.O.3. - 1 = \$16,899.50

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$418,097.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$480,482.67

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$16,899.50

New CONTRACT PRICE including this CHANGE ORDER will be: \$497,382.17

Approvals Required:

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

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

Ordered by: _____ Signed: _____
Owner

Accepted by: Guerra Underground Signed: _____
Contractor

Guerra Underground, LLC

9810 FM 969

Austin, Tx 78724

512-454-4450ph/512-454-0077fax

Date: 11/5/2023

Project: Bastrop St. Repairs

				Unit Price	Total
	Mobilization	LS	1	\$3,600.00	\$3,600.00
	Flex Base	Tons	730	\$23.15	\$16,899.50
	Spoil Disposal	Tons	730	\$9.00	\$6,570.00
	Labor	Days	5	\$2,935.00	\$14,675.00
	3" Mill and Overlay of 9' to center of road	SY	392	\$35.00	\$13,720.00
	Traffic Control	LS	1	\$1,850.00	\$1,850.00
Total WW					\$57,314.50

Guerra

CoM Expense

CoM Expense

Guerra

Guerra

Guerra



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Matthew Woodard, Director of Public Works
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action authorizing the execution of a construction agreement for a waterline extension project along US290.

BACKGROUND/SUMMARY:

Since 2023, the City Council has approved the acquisition of over 80 % of the necessary temporary and permanent utility easements for the US290 & FM973 waterline capital project. The new Manor Car Wash development project is set to open by the Summer of 2024. This project needs water service to be installed for the project to meet project timelines for its grand opening. The development agreement required the Car Wash owner to install their section of the water transmission line, which has been completed. Approving this agreement will allow the city to install the requested 245 linear feet of waterline on the south side of US290.

The George Butler & Associate project manager requested proposals from three contractors to submit a proposal to complete the waterline extension per the scope of work. This proposed project will be the initial phase of extending the waterline project east of FM973 on the south side of US290 toward Bois D Arc Road. The City of Manor will be supplying all the parts and equipment for this project and the contractor will provide their labor and equipment to complete the installation for \$40,150. The 2021 Bond funds will pay for the completion of this project.

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

- Construction Agreement
- Scope of Work

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Construction Agreement with Joe Bland Construction to complete the waterline installation extension and authorize the City Manager to execute the Construction Agreement in an amount not to exceed \$40,150.

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

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

THIS CONSTRUCTION AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 2024 (the “Effective Date”), by and between the **City of Manor, Texas**, a home-rule city and municipal corporation (hereinafter referred to as the “City”), and **Joe Bland Construction, LP** (hereinafter referred to as “Contractor”). The Contractor and the City and the Contractor may be at times referred to as the “Parties”.

NOW, THEREFORE, in consideration of the promises, mutual terms, conditions and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor hereby agrees to commence and complete the following project as more specifically described in the Scope of Work attached hereto and incorporated herein as if fully set forth as **Exhibit “A”**, consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete the project together with any and all extra work as described in the Scope of Work, and other drawings, maps, plans, specifications and printed or written explanatory matter thereof, all as approved by the City, all of which are made a part hereof, incorporated into this Agreement, and collectively evidence and constitute the entire Agreement (collectively, the “Scope of Work”).
2. **Controlling Document.** Should any term or condition that appears in the Scope of Work contradict or is not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over the terms conditions in the Scope of Work. As a condition of this Agreement, Contractor understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City.
3. **Term.** This Agreement shall be for a term beginning on the Effective Date ending as indicated on the Scope of Work.
4. **Waiver.** Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.
5. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor from available funds for satisfactory performance of this Agreement in the amounts and manner indicated on the Scope of Work, provided that the total amount for services under this Agreement shall not exceed Forty Thousand One Hundred and Fifty Dollars (\$40,150.00), subject to proper additions and deductions, and Owner agrees to make payments on account thereof as provided therein. Any increases in Compensation must be detailed in an amendment to this Agreement and are subject to the City’s budget reconciliation process. The City shall pay properly invoiced amounts for services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. Payment in full by the City to Contractor shall be made subject to Contractor submitting an affidavit that all bills have been paid in a form acceptable to the City.

6. Time is of the Essence. Contractor agrees that time is of the essence in this Agreement and for each calendar day of delay beyond the time established for completion of the work specified in the Scope of Work, the City may withhold from Contractor's compensation the sum of One Thousand Dollars (\$1000.00) as stipulated damages for the delay.

7. WARRANTY AND DEGREE OF CARE. CONTRACTOR WARRANTS THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises in the performance of this Agreement. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Although drawn by the City, both Parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

13. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

14. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

15. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

Notices to the City of Manor:
 City of Manor
 Attn: City Manager
 105 E. Eggleston St.
 Manor, TX 78653

Notices to Contractor:
 Joe Bland Construction, LP
 13111 Dessau Rd
 Austin, Texas 78754

With a copy to:
 The Knight Law Firm, LLP
 Attn: Paige Saenz
 223 West Anderson Lane, Suite A-105
 Austin, TX 78752

16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

17. Compliance. Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the City's ordinances and guidelines applicable to the services to be performed under this Agreement and good engineering practices.

18. This Contract may be executed in two or more counterparts, each of which will be deemed and original, but all of which together constitute one and the same instrument.

19. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

20. To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

21. Contractor 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 Contract. 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 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 the preceding statement in (A).

22. Contractor 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 Contract. 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.

23. 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 Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

24. Contractor represents and warrants that Contractor is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the Contractor to his Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the Effective Date as it appears above.

CITY:
THE CITY OF MANOR, TEXAS

CONTRACTOR:
Joe Bland Construction, LP

Scott Moore, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

Exhibit “A”
Scope of Work
(SEE ATTACHED)



Date: February 21, 2024

Services performed by: **Joe Bland Construction, LP**
 13111 Dessau Rd
 Austin, Texas 78754

Services performed for: **City of Manor**
 105 East Eggleston Street
 Manor, Texas 78653

SCOPE OF WORK

This Scope of Work ("SOW") is between City of Manor ("Client") and Joe Bland Construction, LP ("Contractor"), effective February 07, 2024 (the "Effective Date").

This SOW is entered into, as of the Effective Date, by and between the Client and Contractor, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW shall be deemed to be a part hereof. In the event of any inconsistency between the terms of this SOW and the Agreement, the terms of the SOW shall prevail.

Purpose

The purpose of this SOW is agreed to by the parties as follows:

Small Waterline Project to Extend Waterline to Proposed Car Wash Site

Scope of Work

This SOW outlines the tasks and deliverables currently anticipated by the parties during the SOW term. Beginning on February 21, 2024, Contractor will provide Client the following product(s) (collectively, the "Products") or service(s) (collectively, the "Services"):

as described in the attached exhibit(s).



Responsibilities

Contractor will provide the following:

1. Testing of waterline;
2. Installation of 12" Gate Valve – City to provide valve;
3. Raise Gate Valve Casting – materials supplied by City;
4. Provide trench safety;
5. Repair concrete driveway that waterline will cross;
6. Wet connections to existing lines;
7. Traffic Control;
8. Haul off materials and clean site; and
9. Construction Layout.

Client will provide the following:

1. Client will supply the 12" C900 water pipe, 12" gate valve, and the materials to raise the gate valve casing; and
2. If necessary, Client will provide a traffic control plan and any permits.

Project Schedule

Contractor and Client will engage in the project according to the following timeline:

Milestone

The waterline needs to be installed and in service by

Date

April 15, 2024

Period of Performance

The Services shall commence on February 21, 2024 and shall continue until the completion of services, but no later than April 15, 2024.

Acceptance Criteria

The Products or Services provided by Contractor will be considered complete by Client as long as the following conditions or criteria are met:

Once all testing has been completed and all tests have been passed.



Payment Schedule

Payment shall be made to the Contractor in the total amount of \$40,150.00 upon completion of Services and submittal of an affidavit that all bills have been paid.

IN WITNESS WHEREOF, the parties hereto have executed this SOW to be effective as of the day, month and year first written above.

APPROVED BY CLIENT:

ACCEPTED BY
CONTRACTOR:

CITY OF MANOR, TEXAS

Joe Bland Construction, LP

By: _____

By: _____

Title: City Manager

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____



EXHIBIT A: DESCRIPTION OF PRODUCT(S) OR SERVICE(S)



To: Pauline Gray P.E., Lead AES
City of Manor

Job: Manor Waterline Extension

Date: 1/1/2024

Manor Fm 973 and Hwy 290 Waterline

ITEM NO.	DESCRIPTION Deduct	U/M	QUANTITY	UNIT PRICE	AMOUNT
1	12" C-900 (Pipe and Fittings supplied by COM)	LF	245	\$ 80.00	\$ 19,600.00
2	12" Gate Valve (GV and fittings Supplied By provided by COM)	EA	1	\$ 1,800.00	\$ 1,800.00
3	Raise Gate Valve Casting (Material supplied by COM)	EA	1	\$ 650.00	\$ 650.00
4	Waterline Testing	LS	1	\$ 2,000.00	\$ 2,000.00
5	Trench Safety	LF	245	\$ 6.00	\$ 1,470.00
6	12 Wet Connect	EA	1	\$ 5,000.00	\$ 5,000.00
7	Concrete Drive Trench Repair	SF	200	\$ 12.00	\$ 2,400.00
8	Traffic Control	LS	1	\$ 2,750.00	\$ 2,750.00
9	Haul-off and Clean up	LS	1	\$ 3,500.00	\$ 3,500.00
10	Construction Layout	LF	245	\$ 4.00	\$ 980.00
	City to provide traffic control plan and permits if necessary				\$ -
Change Order Total:				\$	40,150.00

SUBMITTED BY:

Joe Bland Construction, L.P.

Steve Ingway P.M.

1/1/24

Date

APPROVED: Contractor

By: _____

Date

ACCEPTED: Owner

By: _____

Date

13111 Dessau Rd. • Austin, Texas 78754
(512) 821-2808 • Fax: (512) 821-2805



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Matthew Woodard, Director of Public Works
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action authorizing the execution of a construction agreement for Timmerman Park's sidewalk installation.

BACKGROUND/SUMMARY:

On January 18, 2024, the Parks Committee met with staff and discussed the proposal of adding 735ft of 8ft wide sidewalk along Ring Road to connect to the existing sidewalks between Skimmer Run and the trail crossing on the south side of the roadway to the bridge at Timmermann Park. The recommendation from the committee was to present the proposals to the council for consideration. Three contractors submitted proposals, and Forsythe Brothers Infrastructure was the lowest bid at \$49,540.00. Approving this agreement will allow staff to proceed with the project. Funds from the Parks budget will pay for the sidewalk project.

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

- Construction Agreement
- Scope of Work
- Bill Forsythe Brothers Bid, LLC Bid Proposal
- Smith Paving Bid Proposal
- RDC Paving Bid Proposal
- Sidewalk map

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Construction Agreement with Forsythe Brothers Infrastructure, LLC for the Timmerman Park's sidewalk installation and authorize the City Manager to execute the Construction Agreement in an amount not to exceed \$49,540.00.

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

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

THIS CONSTRUCTION AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 2024 (the “Effective Date”), by and between the **City of Manor, Texas**, a home-rule city and municipal corporation (hereinafter referred to as the “City”), and **Forsythe Brothers Infrastructure, LLC** (hereinafter referred to as “Contractor”). The Contractor and the City and the Contractor may be at times referred to as the “Parties”.

NOW, THEREFORE, in consideration of the promises, mutual terms, conditions and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor hereby agrees to commence and complete the following project as more specifically described in the Scope of Work attached hereto and incorporated herein as if fully set forth as **Exhibit “A”**, consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete the project together with any and all extra work as described in the Scope of Work, and other drawings, maps, plans, specifications and printed or written explanatory matter thereof, all as approved by the City, all of which are made a part hereof, incorporated into this Agreement, and collectively evidence and constitute the entire Agreement (collectively, the “Scope of Work”).
2. **Controlling Document.** Should any term or condition that appears in the Scope of Work contradict or is not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over the terms conditions in the Scope of Work. As a condition of this Agreement, Contractor understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City.
3. **Term.** This Agreement shall be for a term beginning on the Effective Date ending as indicated on the Scope of Work.
4. **Waiver.** Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.
5. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor from available funds for satisfactory performance of this Agreement in the amounts and manner indicated on the Scope of Work, provided that the total amount for services under this Agreement shall not exceed Forty Nine Thousand Five Hundred and Forty Dollars (\$49,540.00), subject to proper additions and deductions, and Owner agrees to make payments on account thereof as provided therein. Any increases in Compensation must be detailed in an amendment to this Agreement and are subject to the City’s budget reconciliation process. The City shall pay properly invoiced amounts for services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. Payment in full by the City to Contractor shall be made subject to Contractor submitting an affidavit that all bills have been paid in a form acceptable to the City.

6. Time is of the Essence. Contractor agrees that time is of the essence in this Agreement and for each calendar day of delay beyond the time established for completion of the work specified in the Scope of Work, the City may withhold from Contractor's compensation the sum of One Thousand Dollars (\$1000.00) as stipulated damages for the delay.

7. WARRANTY AND DEGREE OF CARE. CONTRACTOR WARRANTS THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises in the performance of this Agreement. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Although drawn by the City, both Parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

13. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

14. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

15. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

Notices to the City of Manor:
 City of Manor
 Attn: City Manager
 105 E. Eggleston St.
 Manor, TX 78653

Notices to Contractor:
 Forsythe Brothers Infrastructure, LLC
 P.O. Box 116
 Manor, Texas 78653

With a copy to:
 The Knight Law Firm, LLP
 Attn: Paige Saenz
 223 West Anderson Lane, Suite A-105
 Austin, TX 78752

16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

17. Compliance. Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the City's ordinances and guidelines applicable to the services to be performed under this Agreement and good engineering practices.

18. This Contract may be executed in two or more counterparts, each of which will be deemed and original, but all of which together constitute one and the same instrument.

19. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

20. To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

21. Contractor 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 Contract. 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 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 the preceding statement in (A).

22. Contractor 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 Contract. 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.

23. 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 Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

24. Contractor represents and warrants that Contractor is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the Contractor to his Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the Effective Date as it appears above.

CITY:
THE CITY OF MANOR, TEXAS

CONTRACTOR:
Forsythe Brothers Infrastructure, LLC

Scott Moore, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

Exhibit “A”
Scope of Work
(SEE ATTACHED)



Date: February 21, 2024

Services performed by: **Forsythe Brothers
Infrastructure, LLC**
P.O. Box 116
Manor, Texas 78653

Services performed for: **City of Manor**
105 East Eggleston Street
Manor, Texas 78653

SCOPE OF WORK

This Scope of Work ("SOW") is between City of Manor ("Client") and Forsythe Brothers Infrastructure LLC, ("Contractor"), effective February 21, 2024 (the "Effective Date").

This SOW is entered into, as of the Effective Date, by and between the Client and Contractor, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW shall be deemed to be a part hereof. In the event of any inconsistency between the terms of this SOW and the Agreement, the terms of the SOW shall prevail.

Purpose

The purpose of this SOW is agreed to by the parties as follows:

Manor Timmerman Park Proposed Sidewalk Installation. 735ft of 8ft wide sidewalk along Ring Rd to connect to the existing sidewalks between Skimmer Run and the trail crossing on the South side of the roadway to the bridge at Timmermann Park.

Scope of Work

This SOW outlines the tasks and deliverables currently anticipated by the parties during the SOW term. Beginning on February 21, 2024, Contractor will provide the Client the following product(s) (collectively, the "Products") or service(s) (collectively, the "Services"):

as described in the attached exhibit(s).



Responsibilities:

Contractor will provide the following:

1. Layout of proposed sidewalk distance "X" feet from existing Ring Drive curb line based on preconstruction meeting with City Personnel.
2. Develop the top of the finished sidewalk based on 0.02ft/ft from the existing back of the curb line with adjustments where the curb line is depressed or uneven.
3. Excavate to provide a 4" finished sidewalk and allowance for 8" of sand bedding beneath the sidewalk. Excavated spoils are to be deposited behind (or in front of) the new sidewalk for fine grading or spread on the adjacent south parcel.
4. Install formwork and 8" washed sand bedding topping non-woven geotextile fabric.
5. install #3 reinforcing bars per City of Manor Standard Detail with applicable blocking.
6. Install expansion strips and dowels where applicable per City of Manor Standard Detail.
7. Install approximately 8'x735' (+/-) of minimum 4" thick Portland cement concrete sidewalk Class A.
8. Removal of forms and sawing of sidewalk contraction joints per City Specification.
9. Backfilling /raking of soil behind the completed sidewalk.
10. Removal of tools, waste, and formwork from the site.

The Client will provide the following:

1. If necessary, Client will provide a traffic control plan and any permits.

Project Schedule

Contractor and Client will engage in the project according to the following timeline:

Milestone

Installing 735ft of 8ft wide sidewalk along Ring Rd to connect to the existing sidewalk between Skimmer Run and the trail crossing on the south side of the roadway to the bridge at Timmerman Park.

Date

March 23, 2024

Period of Performance

The Services shall commence on February 21, 2024, and shall continue until the completion of services, but no later than March 23, 2024.



Acceptance Criteria

The Products or Services provided by Contractor will be considered complete by Client as long as the following conditions or criteria are met:

Once all permits and inspections have been completed using city-approved detail plans for the installation of sidewalks have been followed.

Payment Schedule

Payment shall be made to the Contractor in the total amount of \$49,540.00 upon completion of Services and submittal of an affidavit that all bills have been paid.

IN WITNESS WHEREOF, the parties hereto have executed this SOW to be effective as of the day, month and year first written above.

APPROVED BY CLIENT:

ACCEPTED BY
CONTRACTOR:

CITY OF MANOR, TEXAS

Forsythe Brothers
Infrastructure, LLC

By:

By:

Scott Moore,

Title: City Manager

Title:

Attest:

Attest:

Lluvia T. Almaraz,
City Secretary

Date:

Date:



**EXHIBIT A:
DESCRIPTION OF PRODUCT(S) OR SERVICE(S)**



February 5, 2024

Mr. Lance Zeplin
Director of Parks
City of Manor

Subject: Manor Timmerman Park Proposed Sidewalk Installation

Hi Lance-

Please find the proposed scope of work for the above project based on pricing previously submitted to you via email. We perceive the work to entail:

1. Layout of proposed sidewalk distance "X" feet from existing Ring Drive curb line based on preconstruction meeting with City Personnel
2. Develop top of finished sidewalk based on 0.02ft/ft from existing back of curb line with adjustments where the curb line is depressed or uneven
3. Excavate to provide a 4" finished sidewalk and allowance for 8" of sand bedding beneath the sidewalk. Excavated spoils are to be deposited behind(or in front of) new sidewalk for fine grading or spread on the adjacent south parcel
4. Install formwork and 8" washed sand bedding topping non-woven geotextile fabric.
5. install #3 reinforcing bars per City of Manor Standard Detail with applicable blocking
6. Install expansion strips and dowels where applicable per City of Manor Standard Detail
7. Install approximately 8'x735' (+/-) of minimum 4" thick portland cement concrete sidewalk Class A
8. Removal of forms and sawing of sidewalk contraction joints per City Specification
9. Backfilling /raking of soil behind completed sidewalk
10. Removal of tools, waste, and formwork from the site.

Proposed project price \$49,540.00

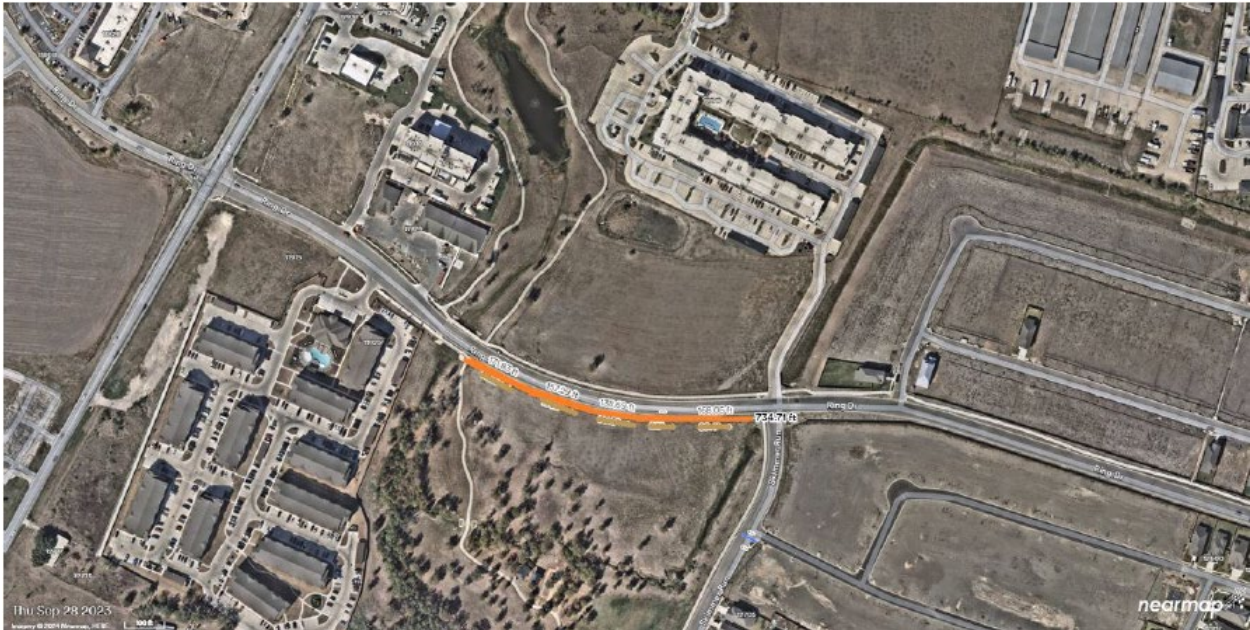
As always, thanks greatly for allowing us to provide a quote on the project. Please yell with any questions or comments whatsoever.

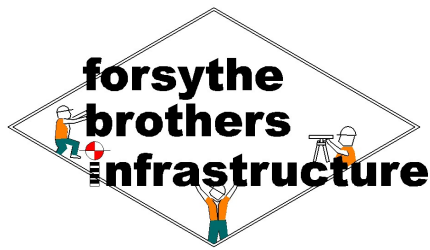
Thanks!

Bill

Bill Forsythe
Forsythe Brothers Infrastructure, LLC







February 5, 2024

Mr. Lance Zeplin
Director of Parks
City of Manor

Subject: Manor Timmerman Park Proposed Sidewalk Installation

Hi Lance-

Please find the proposed scope of work for the above project based on pricing previously submitted to you via email. We perceive the work to entail:

1. Layout of proposed sidewalk distance "X" feet from existing Ring Drive curb line based on preconstruction meeting with City Personnel
2. Develop top of finished sidewalk based on 0.02ft/ft from existing back of curb line with adjustments where the curb line is depressed or uneven
3. Excavate to provide a 4" finished sidewalk and allowance for 8" of sand bedding beneath the sidewalk. Excavated spoils are to be deposited behind(or in front of) new sidewalk for fine grading or spread on the adjacent south parcel
4. Install formwork and 8" washed sand bedding topping non-woven geotextile fabric.
5. install #3 reinforcing bars per City of Manor Standard Detail with applicable blocking
6. Install expansion strips and dowels where applicable per City of Manor Standard Detail
7. Install approximately 8'x735' (+/-) of minimum 4" thick portland cement concrete sidewalk Class A
8. Removal of forms and sawing of sidewalk contraction joints per City Specification
9. Backfilling /raking of soil behind completed sidewalk
10. Removal of tools, waste, and formwork from the site.

Proposed project price \$49,540.00

As always, thanks greatly for allowing us to provide a quote on the project. Please yell with any questions or comments whatsoever.

Thanks!

Bill

Bill Forsythe
Forsythe Brothers Infrastructure, LLC



January 5, 2024

Bid Proposal- City of Manor Ring Road Sidewalk

We are pleased to quote all labor, materials, equipment, insurance, and incidentals necessary to complete the above reference project:

Alternate 740' X 8' Sidewalk:

- Excavate 12" below finish grade
- Spread spoils beside sidewalk
- Compact subgrade
- Place geotextile fabric
- Place 8" sand
- Place #3 Rebar 12" O/C
- Place redwood expansion joints every 40'
- Place 4" class A 3,000 psi concrete
- Saw control joints every 5'

Total: \$77,000.00

Respectfully,
Smith Paving Inc.
Casey Smith
512-917-1142 – Mobile
512-233-4444 – Office
512-280-5545 – Fax
Smithpaving99@yahoo.com



Address
P.O. BOX 7511
ROUND ROCK, TX
78683

Telephone
737-600-9380 Office

Salesperson email
MATT@RDCPAVING.COM

Item 14.

PROPOSAL 3047-1 / 12/26/2023

Project Proposal

Dear City of Manor ,

Thank you for the opportunity to provide you with a proposal. Our mission is to Pave the Way & Raise the Bar.

Our goal is to provide the highest level of service to every customer, to be honest, reliable and trustworthy all while delivering a superior product. These qualities remain paramount today and are the pillars to RDC's success. We bring decades of combined experience in the asphalt and concrete paving industry, but it is the pride we take in a job well done and our commitment to exceed the expectations of our customers and give you the assurance that you have made the right choice in choosing RDC Paving.

Per your request, we propose to supply the following to complete the indicated job: Labor, Materials, Equipment

Exclusions: Testing, Towing, Permits, 3rd Party Inspections, Stake-Out, Removal Or Relocation Of Utilities, Any Other Items As Listed On The Terms And Conditions Page.

Please review the proposal and feel free to call with any questions.

CLIENT
City of Manor
City of Manor

CONTACT
lzeplin@manortx.gov

JOB NAME
City of Manor

ADDRESS
416 Gregg St, Manor, TX, 78653



Proposal

CONCRETE SIDEWALK INSTALL

Price: \$84,650.00**Install 5,960 square feet up or 8' X 745' to 4 inch depth of Sidewalk**

Dig down 12", Install 8" of sand, and 4" of concrete

*Geo tex. fabric included in pricing**8" of fill sand included**Traffic control not included in pricing**Haul off not included*

- We will saw cut and demo existing sidewalk and pour to existing elevations.
- We will form area and tie #3 rebar 12" OCEW.
- We will furnish and install new concrete material on grade using an air entrained approved concrete mix.
- The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.
- We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- The color of the new concrete will not match the existing or surrounding concrete.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- In the event actual area is greater than specified and/or depth of existing concrete is greater than above depth inches, the price will be increased at a unit price of \$400.00 per additional cubic yard of concrete for additional material.
- **To Protect Your Concrete Surfaces:** Do Not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.
- **We will not backfill any new concrete products under this contract. If the customer requests the new concrete to be backfilled this may be done at a Time and Material rate.**

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:**\$84,650.00**

**Agreement:**

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

RDC Paving proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$84,650.00, EIGHTY-FOUR THOUSAND, SIX HUNDRED FIFTY DOLLARS AND ZERO CENTS

Payment is to be made as follows: • 50% upon acceptance • 50% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Sincerely,

Matt Teichmann, Estimator
matt@rdcpaving.com
Office: 737-600-9380

Accepted: The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. **RDC Paving** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____



Proposal No.: 3047-1

4

Date: 12/26/2023

Prepared for: City of Manor

Item 14.

Job name: City of Manor

Terms and Conditions:

RDC Paving will supply all labor, equipment, and materials for the proposed work unless specified otherwise. This quote is inclusive and based on RDC Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. RDC Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify RDC of any utilities buried less than 12 inches deep including private utilities and irrigation. RDC Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. This proposal is valid for 30 days.

RDC Paving, LLC
P.O. Box 7511
Round Rock, Texas 78683
512-920-9155

PROJECT INFORMATION FORM

*****IN ORDER FOR WORK TO BE SCHEDULED, A SIGNED PROPOSAL AND COMPLETED PROJECT INFORMATION FORM ARE REQUIRED*****

What is the Tax Status of this Project?

No sales Tax/Exempt ☐ Tax Resale Certificate ☐ Residential or New Construction

MUST HAVE THE CERTIFICATE BEFORE WORK STARTS OR SALES TAX WILL BE ADDED

RDC Paving is Working for: ☐ The Owner (Fill out Section A ONLY)
☐ General Contractor (Fill out Section A&B)
☐ A Subcontractor (Fill out Section A, B & C)

Project # _____ Project Address: _____

Section A:
RDC PAVING CUSTOMER INFO: Company Name: _____
Address: _____
City/State/Zip: _____
Billing Contact/Phone #: _____
Billing Email: _____

Section B:
Owner/Agent Company Name: _____
Address: _____
City/State/Zip: _____
Billing Contact/Phone #: _____
Billing Email: _____

Section C:
General Contractor: Company Name: _____
Address: _____
City/State/Zip: _____
Billing Contact/Phone #: _____
Billing Email: _____

Name: _____

Signature: _____

Date: _____



734.71 ft
168.05 ft
138.69 ft
157.29 ft
171.83 ft



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Matt Woodard, Public Works Director
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action authorizing the execution of a construction agreement for Timmermann Park's trail lighting installation.

BACKGROUND/SUMMARY:

On January 18, 2024, the Parks Committee met with staff and discussed the proposal of installing trail lighting at Timmermann Park. The Parks Committee discussed installing 13 LED lights on poles with electric outlets for power along the trail from the parking lot to Ring Rd. The recommendation from the committee was to present the proposals to the council for consideration. Three contractors submitted proposals, and Forsythe Brothers Infrastructure, LLC was the lowest bid at \$164,000.00. Approving this agreement will allow staff to proceed with the project. The Parks Department has funding of \$76,394.22 for installing lighting from a Manor Commons agreement Trail Lighting fund, and the remaining balance will be funded from the Parks budget.

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

- Construction Agreement
- Scope of Work
- Bill Forsythe Brothers, LLC Bid Proposal
- FSG Bid Proposal
- Hellas Construction, Inc. Bid Proposal
- Timmerman Park Layout Image
- Timmerman Park Trail Lighting Image

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Construction Agreement with Forsythe Brothers Infrastructure, LLC for the Timmerman Park's trail lighting installation and authorize the City Manager to execute the Construction Agreement in an amount not to exceed \$164,000.00.

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

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

THIS CONSTRUCTION AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 2024 (the “Effective Date”), by and between the **City of Manor, Texas**, a home-rule city and municipal corporation (hereinafter referred to as the “City”), and **Forsythe Brothers Infrastructure, LLC** (hereinafter referred to as “Contractor”). The Contractor and the City and the Contractor may be at times referred to as the “Parties”.

NOW, THEREFORE, in consideration of the promises, mutual terms, conditions and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor hereby agrees to commence and complete the following project as more specifically described in the Scope of Work attached hereto and incorporated herein as if fully set forth as **Exhibit “A”**, consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete the project together with any and all extra work as described in the Scope of Work, and other drawings, maps, plans, specifications and printed or written explanatory matter thereof, all as approved by the City, all of which are made a part hereof, incorporated into this Agreement, and collectively evidence and constitute the entire Agreement (collectively, the “Scope of Work”).
2. **Controlling Document.** Should any term or condition that appears in the Scope of Work contradict or is not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over the terms conditions in the Scope of Work. As a condition of this Agreement, Contractor understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City.
3. **Term.** This Agreement shall be for a term beginning and ending as indicated on the Scope of Work.
4. **Waiver.** Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.
5. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor from available funds for satisfactory performance of this Agreement in the amounts and manner indicated on the Scope of Work, provided that the total amount for services under this Agreement shall not exceed One Hundred and Sixty Four Thousand Dollars (\$164,000.00), subject to proper additions and deductions, and Owner agrees to make payments on account thereof as provided therein. Any increases in Compensation must be detailed in an amendment to this Agreement and are subject to the City’s budget reconciliation process. The City shall pay properly invoiced amounts for services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. Payment in full by the City to Contractor shall be made subject to Contractor submitting an affidavit that all bills have been paid in a form acceptable to the City.

6. Time is of the Essence. Contractor agrees that time is of the essence in this Agreement and for each calendar day of delay beyond the time established for completion of the work specified in the Scope of Work, the City may withhold from Contractor's compensation the sum of One Thousand Dollars (\$1000.00) as stipulated damages for the delay.

7. WARRANTY AND DEGREE OF CARE. CONTRACTOR WARRANTS THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises in the performance of this Agreement. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Although drawn by the City, both Parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

13. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

14. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

15. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

Notices to the City of Manor:
 City of Manor
 Attn: City Manager
 105 E. Eggleston St.
 Manor, TX 78653

Notices to Contractor:
 Forsythe Brothers Infrastructure, LLC
 P.O. Box 116
 Manor, Texas 78653

With a copy to:
 The Knight Law Firm, LLP
 Attn: Paige Saenz
 223 West Anderson Lane, Suite A-105
 Austin, TX 78752

16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

17. Compliance. Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the City's ordinances and guidelines applicable to the services to be performed under this Agreement and good engineering practices.

18. This Contract may be executed in two or more counterparts, each of which will be deemed and original, but all of which together constitute one and the same instrument.

19. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

20. To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

21. Contractor 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 Contract. 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 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 the preceding statement in (A).

22. Contractor 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 Contract. 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.

23. 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 Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

24. Contractor represents and warrants that Contractor is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the Contractor to his Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the Effective Date as it appears above.

CITY:
THE CITY OF MANOR, TEXAS

CONTRACTOR:
Forsythe Brothers Infrastructure, LLC

Scott Moore, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

Exhibit “A”
Scope of Work
(SEE ATTACHED)



Date: February 21, 2024

Services performed by: **Forsythe Brothers
Infrastructure, LLC**
P.O. Box 116
Manor, Texas 78653

Services performed for: **City of Manor**
105 East Eggleston Street
Manor, Texas 78653

SCOPE OF WORK

This Scope of Work ("SOW") is between City of Manor ("Client") and Forsythe Brothers Infrastructure, LLC ("Contractor"), effective February 21, 2024 (the "Effective Date").

This SOW is entered into, as of the Effective Date, by and between the Client and Contractor, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW shall be deemed to be a part hereof. In the event of any inconsistency between the terms of this SOW and the Agreement, the terms of the SOW shall prevail.

Purpose

The purpose of this SOW is agreed to by the parties as follows:

Manor Timmerman Park Proposed Trail Lighting Addition

Scope of Work

This SOW outlines the tasks and deliverables currently anticipated by the parties during the SOW term. Beginning on March 27, 2024, Contractor will provide Client the following product(s) (collectively, the "Products") or service(s) (collectively, the "Services"):

as described in the attached exhibit(s).



Responsibilities:

Contractor will provide the following:

1. Field meeting with City Personnel to determine offsets and placement approval for 13 lighting fixtures and 13 opposite receptacle towers.
2. Trenching of proposed underground conduits (sizing by electrician) with sand bedding at depth of 24" or as required by NEC. (exclusion for trenching at culvert crossing, provide concrete encasement). Compaction and cleanup.
3. Provide 13- SAS-6L-U-40-T2 fixtures on 15' poles (TBD dependent upon final foundation heights), bronze color, with poles having a single GFCI receptacle.
4. Install 13- 18" dia drilled shaft foundations, each 5' deep with projection above grade TBD. Each shaft to have 4#9 bars with appropriate spiral or circle ties at 1' O.C vertically. Foundations for opposite receptacles are to be determined.
5. Provide all piping for connections and wiring to provide 13 working fixtures and 13 opposite 2-duplex receptacles.

Client will provide the following:

1. If necessary, the city will provide any permits.

Project Schedule

Contractor and Client will engage in the project according to the following timeline:

Milestone

Install trail lighting at Timmermann Park. 13 LED lights on poles with electric outlets for power will be installed along the trail from the parking lot to Ring Rd.

Date

May 7, 2024

Period of Performance

The Services shall commence on March 27, 2024, and shall continue until the completion of services, but no later than May 7, 2024.

Acceptance Criteria

The Products or Services provided by Contractor will be considered complete by Client as long as the following conditions or criteria are met:

Once all permits and inspections have been completed using city-approved detail plans for the installation of electrical and lighting.



Payment Schedule

Payment shall be made to the Contractor in the total amount of \$164,000.00 upon completion of Services and submittal of an affidavit that all bills have been paid.

IN WITNESS WHEREOF, the parties hereto have executed this SOW to be effective as of the day, month and year first written above.

APPROVED BY CLIENT:

ACCEPTED BY
CONTRACTOR:

CITY OF MANOR, TEXAS

Forsythe Brothers
Infrastructure, LLC

By: _____

By: _____

Title: City Manager

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____



EXHIBIT A: DESCRIPTION OF PRODUCT(S) OR SERVICE(S)



February 6, 2024

Mr. Lance Zeplin
Director of Parks
City of Manor

Subject: Manor Timmerman Park Proposed Lighting Addition

Hi Lance-

Please find the proposed scope of work for the above project based on pricing previously submitted to you via email. We perceive the work to entail:

1. Field meeting with City Personnel to determine offsets and placement approval for 13 lighting fixtures and 13 opposite receptacle towers.
2. Trenching of proposed underground conduits (sizing by electrician) with sand bedding at depth of 24" or as required by NEC. (exclusion for trenching at culvert crossing, provide concrete encasement). Compaction and cleanup.
3. Provide 13- SAS-6L-U-40-T2 fixtures on 15' poles (TBD dependent upon final foundation heights), bronze color, with poles having a single GFCI receptacle.
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5. Provide all piping for connections and wiring to provide 13 working fixtures and 13 opposite 2-duplex receptacles.

Proposed project price \$164,000.00

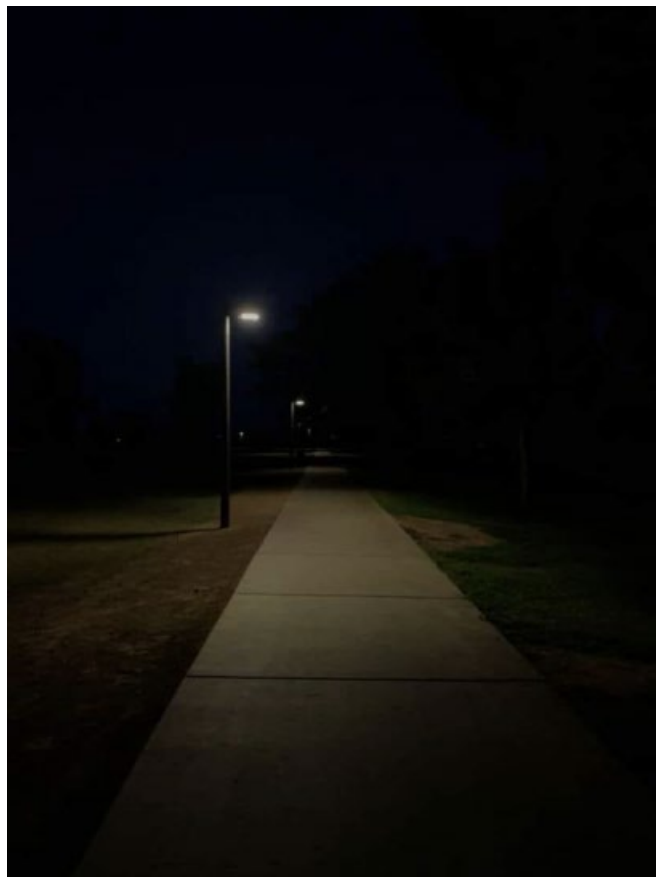
Exclusions include bond costs, and any permit costs. It should be noted that during original consultations related to the project design that the facility does not provide "full use" by simultaneous loads; ie, the panel and wiring conductors are not size for standard 80% usage. This design additionally does not comply with the "dark sky" criteria based on the specified lighting fixtures.

As always, thanks greatly for allowing us to provide a quote on the project. Please yell with any questions or comments whatsoever.

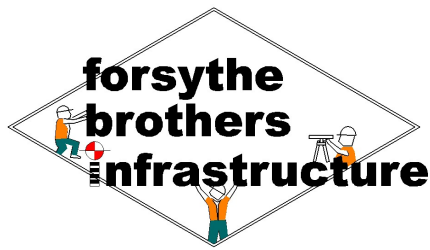
Thanks!

Bill

Bill Forsythe, Forsythe Brothers Infrastructure, LLC







February 6, 2024

Mr. Lance Zeplin
Director of Parks
City of Manor

Subject: Manor Timmerman Park Proposed Lighting Addition

Hi Lance-

Please find the proposed scope of work for the above project based on pricing previously submitted to you via email. We perceive the work to entail:

1. Field meeting with City Personnel to determine offsets and placement approval for 13 lighting fixtures and 13 opposite receptacle towers.
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5. Provide all piping for connections and wiring to provide 13 working fixtures and 13 opposite 2-duplex receptacles.

Proposed project price \$164,000.00

Exclusions include bond costs, and any permit costs. It should be noted that during original consultations related to the project design that the facility does not provide "full use" by simultaneous loads; ie, the panel and wiring conductors are not size for standard 80% usage. This design additionally does not comply with the "dark sky" criteria based on the specified lighting fixtures.

As always, thanks greatly for allowing us to provide a quote on the project. Please yell with any questions or comments whatsoever.

Thanks!

Bill

Bill Forsythe, Forsythe Brothers Infrastructure, LLC



1/3/2024

Reference: **City of Manor – Timmerman Park Trail Lighting Rev.1**

Location: Round Rock, Texas

FSG Electric proposes to furnish labor, supervision, and materials necessary to complete the installation of the electrical systems as defined by this proposal.

Labor & Material Total \$241,300.00 Plus Applicable Tax

INCLUSIONS:

- Installation of roughly 2,200ft of PVC raceway and wiring running both lengths of the sidewalk between Old Hwy 20 and Ring Dr.
- Provision and installation of (13) Light poles with LED fixtures
- Provision and installation of (26) WP GFCI receptacles on each light pole as well as between each light pole as shown in the image provided 12/14/23.
- Provision and installation of (2) 2P 20A Breakers for pole lights
- Provision and installation of (2) 1P 20A Breakers for receptacles.
- Subcontractor to trench 2,200ft.
- Subcontractor to prepare (13) direct burial locations for light poles.

EXCLUSIONS:

- Repairs or adds not exclusively listed in scope.
- Energized Electrical work.
- Repairs to electrical equipment, devices, fixtures raceway and wire due to code violations.
- Removal, replacement, relocation of any existing equipment or gear.
- Bonds, Utility Fees, & Utility Impact Fees.
- Upgrades to existing service, meter can, CT can or disconnect.
- Any underground trenching, cutting, or patching not associated with new lighting.
- Provision of electrical raceways to designated locations.
- Any engineering fees, architectural fees, or permit fees.





QUALIFICATIONS:

- We assume all work to be done during Normal Business Hours
- All locations to be certified and confirmed by the City of Manor prior to pole installation.

GENERAL CONDITIONS:

- FSG Electric shall not be held liable for errors or omissions in designs by others or for inadequacies of materials and equipment specified the same.
- We reserve the right to withdraw this proposal after 30 days from the date of receipt.
- Equipment and material supplied by FSG are warranted only to the extent of the manufacturer warranty.
- FSG Shall not be held liable for any indirect loss or damage.
- All bonding and/or special insurance requirements are not included in this proposal.
- If any formal contract is required, it's conditions must not deviate from this proposal without FSG's permission.
- Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
- This proposal is based on the prices of commodity products quoted to us as of the date of this proposal.
- We exclude any price increases due to tariffs, military conflicts, or pandemics.
- **BuyBoard contract 677-22, TIPS contract 21060101.**

Sincerely,

Project Manager

City of Manor Authorized Representative:

Printed Name: _____

Signature: _____

Title: _____





Proposal

Think Safety!

12000 West Parmer Lane
Phone: 512-250-2910 Fax: 512-250-1960

Date 12/18/2023
Proposal #: Timmermann Park

Project Name: Lighting for Walking Trail/Sidewalk with Receptacles
Timmermann Park
Manor, Texas

Estimator: Steven Shepherd
830-832-4117

Type of Field:	Walking Trail/Sidewalk
Photometrics	LSI Lighting
Type of Fixture:	LSI Lighting

Quantity:	Description:
1	Unload and Store New Lighting System
1	Installation of 26 Duplex Receptacles Along the Walking Trail.
1	Installation of 26 New 20A Single Pole Circuit Breakers. Each Receptacles will be on a Dedicated Circuit.
1	Installation of One 20A 240V Circuit to all Poles
1	Installation of New Luminaires and 15' Poles
1	Connection to Wiring at Base of Poles
1	Photocell Will be Installed on Each Light Fixture for Controls

Walking Trail/Sidewalk with LSI Lighting Turnkey Installed
Buy Board was Applied to the Price Listed

\$326,460.00

Project Notes:

- * Customer shall pay all taxes, duties, levies or fees.
- * Based on normal soil conditions.
- * Based on having full access to the walking trail/sidewalk.
- * Based on 240V available being available on the exterior of the small building by the Skimmer Road parking lot.
- * Based on existing 240V panel having enough spaces available for all the new circuit breakers.



SPORTS LIGHTING DIVISION
BUILDING FOR SPORTS FROM START TO FINISH







AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Jones, Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on approving and authorizing the Scope of Work included in the Request for Proposals for Mixed Use Sports/Entertainment Development Feasibility Study on the 236-acre East Manor Development No. 1 property purchased for Economic Development and Public Use.

BACKGROUND/SUMMARY:

The Department of Economic Development is seeking proposals for a qualified firm to provide a Feasibility Study to determine the most advantageous mix of economic development and public uses for the 236-acre "East Manor Development No. 1" property purchased in December 2023. The project scope will: include a review of existing market data, growth trends and conditions, and the City's Comprehensive Master Plan; provide a site analysis conducting a thorough assessment of buildable and non-buildable areas, encumbrances, utilities, environmental and access; produce a sports, entertainment and recreational use market analysis; make recommendations for up to 3 land use development scenarios; develop designs, layouts, and cost estimates; assess financial viability, revenue projections, and funding sources; gather staff feedback and create a final Feasibility Report. The proposals will be weighed on factors that include each firm's experience and qualifications, the project team involved, the project approach and timeline, the costs and fee schedule, and past performance and service on similar assignments. The attached Request for Proposal is provided for City Council consideration.

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

- Request for Proposals

STAFF RECOMMENDATION:

Staff recommends City Council approve and authorize the Scope of Work included in the Request for Proposals for a Mixed Use Sports/Entertainment Development Feasibility Study for the 236-acre "East Manor Development No. 1" property.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**



CITY OF MANOR REQUEST FOR PROPOSALS: MIXED-USE SPORTS/ENTERTAINMENT DEVELOPMENT FEASIBILITY STUDY

Proposal Reference Number: 2024-10

Project Title: East Manor Development No.1

Mixed-Use Feasibility Study

Proposal Closing Date: March 22, 2024 at noon.



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APPENDIX B –	FORM CIQ
SURVEY OF EAST MANOR DEVELOPMENT NO. 1 PROPERTY	
LOCATIONAL MAP	



BACKGROUND INFORMATION

The City of Manor, Texas, a home-rule municipal corporation (the “City” or “Manor”), is issuing this Request for Proposals (RFP) with the intent of awarding a contract for the purchase of services contained in Section I, Scope of Services.

Located in east Travis County and situated along US Highway 290 East, the City has experienced unprecedented growth over the past twenty years. Since incorporation in 1913, Manor has grown from 282 acres to 6,228 acres, or 10 square miles today. In that time the population has increased to an estimated 20,000+ with almost all that growth occurring since the year 2000 when Manor’s population was 1,204. Manor continues to attract new residents at an ever-increasing rate, with 4,000 new home permits issued in the past five fiscal years and over 2,000 apartments constructed and more seeking permitting. Per commercial consultant, The Retail Coach, Manor’s surrounding 5 mile demographic ring contains 95,092 residents as of 2023, with an average household income of \$102,118.

Manor is situated on the eastern edge of Austin, Texas along the high-volume north-south TX-130 toll road, just 6 miles north of Tesla’s Gigafactory employing 20,000 professionals, 6 miles east of the Samsung Austin chipfab employing 10,000, and 10 miles from the first of several Samsung chipfabs being built in Taylor, the first opening in 2024 and employing 2,500. Vendors and suppliers to these businesses, like Applied Materials, US Farathane, HBPO Plastic Omnium, Wonik, Lone Star Electric, and CelLink, to name a few, are also locating or have located to this area creating thousands of additional employment opportunities.

To capitalize on the area’s need for sports, entertainment and recreation opportunities, the City purchased the subject 236 acre “East Manor Development No. 1” tract, located on US290 one mile east of FM973 and straddling Cottonwood Creek at the epicenter of the eastern growth corridor of the Manor’s expansion, using public funds in order to pursue economic development uses for 125.6 acres of the property consistent with Proposition 1 of Manor’s November 7, 2023 Bond Proposition and utilizing Certificates of Obligation for public use of 110.5 acres (the portion of the property within the FEMA 100-year floodplain per the survey below). The first step of the planned development process is to conduct a professional feasibility study (“Feasibility Study”) to determine most advantageous uses for the land, how they might be developed, and who might be the most likely partners or prospects for such strategies. The study aims to provide valuable insight and recommendations to guide the development process in collaboration with a private investor or investors, investment group, commercial property developer or a public private partnership framework.

I. SCOPE OF SERVICES

The following is an outline of the desired services to be performed. The City will consider input from respondents as to other suggested ideas for services to be considered for inclusion. Those services should be listed as optional on the submission.

- Part 1 – Complete a high-level review of existing market studies, demographics and data, growth trends and forecasts, market conditions, range of area land uses, and the City’s Comprehensive Master Plan. Organize the project team/client team, complete a site tour of Manor, a kickoff meeting with City staff, and gather demographic data.
- Part 2 – Site Analysis: Conduct a thorough assessment of the property to identify opportunities and constraints for the development including; a) buildable and unbuildable areas and available uses for each;

- b) existing encumbrances, covenants or restrictions; c) utilities availability and capacity to serve the property or needs and cost for extension (and whose burden those costs are); d) topography, soils and geotechnical investigation; e) the Phase I Environmental Site Assessment already conducted, potential or endangered species on or near the site, cultural or historical features, identify and delineate wetlands, floodplains and Waters of the US; and, f) identify transportation access to all of property including ingress/egress and any impediments.
- Part 3 - Conduct sports, entertainment and recreational use market opportunity analyses, including one or more of the following:
 - Youth and/or adult amateur and/or professional sports arena/complex;
 - Performing arts center/theater;
 - Indoor/outdoor/combination sports and entertainment venues including ball sports, bowling, movies, arcade, amusement or family fun center, games, skating, batting, gymnasium, zip line, climbing or other athletic facility;
 - Convention/conference/event center/hotel(s);
 - Concert venue/amphitheater;
 - Theme park/waterpark/lagoon development/related;
 - Outdoor activated space and water/natural/eco-friendly/sustainable features;
 - Golf course/lodge, driving range, golf entertainment complex;
 - Destination retail/mixed use project;
 - Water sports/snow sports activities and attractions;
 - Non-branded/authentic/other entertainment or attractions.
 - Retail and restaurant;
 - Winery/brewery/distillery;
 - Small entertainment/eatertainment (branded concepts);
 - Office/shared workspace/mixed use/residential condo or leasehold;
 - Affordable housing opportunities (the City has a Public Facilities Corporation so the south 76 acres may lend itself to such use where tax exemption might be available if 50% or more units comply);
 - Hotel/hospitality;
 - Private educational facility;
 - Major healthcare facility/business campus/corporate headquarters;
 - Structured parking.
 - Part 4 – Based on the buildable/unbuildable area map, make recommendations for up to 3 optimal project programs/land use development scenarios for the property including access, open space, land uses and parking; emphasize pros and cons of each scenario; differentiate between private and public development and recreation opportunities and benefits, as applicable.
 - Part 5 – Develop preliminary designs, layouts and cost estimates for each proposed development and create economic impact projections; evaluate local regulations, permitting processes and compliance



requirements for the proposed developments, application and review fees, impact fees (including water, wastewater, roadway impact, etc.); identify government and other entities with jurisdiction over the property (city, county, TxDot, Manville Water Supply, TCEQ, FEMA, etc.) and any service or regulatory issues that could affect the projects.

- Part 6 – Create demand and financial projections for the recommended developments; assess the financial viability, revenue projections and potential funding sources; generate a model to test different land use scenarios and evaluate a high-level fiscal impact analysis, estimating the residual land value and future tax revenue generated as a result of each land use option (in an Excel spreadsheet format).
- Part 7 –Gather initial staff feedback on each plan developed and incorporate into final Feasibility Study report to City Council.

II. SUBMISSION REQUIREMENTS

In order to be a considered response to this RFP, respondents are required to fill out attached Appendix A and Appendix B (found at the end of this packet) and submit along with it a response and support materials **of not more than 50 pages in total** that include, at minimum, the following information:

1. **Company Overview.** Basic information regarding the presenting firm or department including contact names and backgrounds of principals and professionals who will be involved in the project. Include the history of presenting organization and the firm's experience in developing Feasibility Studies for this type of complex development.

1.1 Similar information for any sub-consultants or sub-contractors who will be used to complete the study.

2. **Resumes.** Provide resumes of key personnel assigned to this project.

3. **Experience.** Share at minimum 5 examples where the firm has completed an analysis of the market uses outlined in the scope of work (youth/adult/semi-pro sports complex, performing arts center, convention/conference center/hotel, entertainment and mixed-use facilities, etc.). Preference is given to examples from the last 10 years.

4. **Expertise.** Share any expertise in urban planning, real estate, economics, market analysis and financial modeling.

5. **Approach.** Describe in detail the approach or process that the firm or group will undertake with clear recommendations that will enable the City to make a sound decision.

6. **Fee.** Provide a lump-sum fee proposal for the study, inclusive of estimated research and travel expenses.

7. **Timing.** Provide a schedule and an estimated time frame for completion of the study.

DUE DATE

The proposal and any attachments should be mailed (with an electronic copy via thumb drive) to the individual



listed below (under Contact Information) and received no later than noon on March 22, 2024. It is the responsibility of the respondent to ensure that the proposal is received by Scott Jones, Director of Economic Development, City of Manor, Texas by the date and time specified above.

Late proposals will not be considered. All costs incurred in the preparation of the proposal to this RFP will be the sole responsibility of the respondent and will not be reimbursed by the City. Additionally, the City shall incur no liability for the preparation and/or submission of any letter of interest incurred by a respondent. Any conditional submission may be cause for rejection. The City operates in compliance with the Texas Open Meeting Act/Texas Open Records Act, and therefore, all submissions and resulting analysis may be subject to disclosure to the public.

KEY DATES CONCERNING THIS RFP

- Sealed Proposals Due to and Opened by the City on Friday, March 22, 2024 at 3 p.m. CST
- Evaluation of RFP's completed by Friday, April 5, 2024
- Notification of Selected Firm on or before Friday, April 19, 2024

CONTACT INFORMATION

Please address all correspondence and requests to the following individual via mail or email:

City of Manor
Attn: Scott Jones, Economic Development Director
105 E. Eggleston Street
Manor, TX 78653
(512) 364-2747
sjones@manortx.gov

QUESTIONS

Questions concerning this RFP should be addressed to Scott Jones by Monday, March 18, 2024 at 5:00 p.m. Copies of a Phase I Environmental Assessment, registered metes and bounds survey, and drone-sourced topography map can be forwarded electronically upon request. After this time, the City reserves the right to deny response to submitted inquiries. Inquiries should be submitted by email only. Follow-up conversations may be scheduled by other communications methods.

POST-SUBMITTAL

The City of Manor and/or its agents will review the RFP submissions and investigate the qualifications of the respondent and the demonstrated ability to perform satisfactorily. The City will conduct meetings with respondents if appropriate and at the City's sole discretion.

PROPOSAL EVALUATION AND CONTRACT AWARD

An award of a contract to provide the goods or services specified herein will be made using competitive sealed



proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the City. In determining best value, the City may weigh and consider the purchase price, the reputation of the Proposer and of the Proposer's goods or services; the quality of the Proposer's goods or service, the extent to which the goods and services meet the City's needs; the past relationship with the City, the total long-term cost to the City to acquire the Proposer's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality City considering the relative importance of price and the other evaluation factors included in the request for proposals.

Evaluation of Proposals

City staff shall review and rank all responses and consultants may be selected for interviews or oral presentations as deemed necessary. City Council shall authorize City staff to make a final selection or City staff shall make a recommendation to the City Council for final selection. The City makes no commitment to any respondent to this RFP beyond consideration of its written response.

Emphasis	Factor
20%	Background qualifications and relevant experience of firm and personnel.
25%	Past performance and service on similar assignments/projects.
30%	Proposed approach to completing the project objective/scope of work;
15%	Technical qualifications of staff actually involved in the project;
10%	Pricing.



Appendix A – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix A must be included in the proposal submittal
- _____ Appendix B - Conflict of Interest Form must be included in the proposal submittal.
- _____ HB 89 Verification Form
- _____ Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal
- _____ Confidentiality/Non-Disclosure Agreement
- _____ Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Manor shall include this page with the submitted Proposal.			
RFP Number:	2024-10		
Project Title:	Mixed-Use Sports/Entertainment Feasibility Study		
Submittal Deadline:	March 22, 2024 at 3:00pm		
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u>			
<p>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.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

**Appendix A – Proposal (continued)****I. 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:****1. Proposed Scope of Work**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. Pricing shall be based at a rate for providing services consistent with the Project Scope of Work.

3. Proposer's Qualifications

- A. Past Projects: List of 5 previously completed studies per use type, resumes of key personnel, and any additional information the proposer deems necessary.

4. References

Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein.

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:	

II. 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. 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 30 days upon receipt of invoice.
- B. 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.
- C. 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.

- D. 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 City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. 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.
- D. 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.
- E. 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.
- F. Required Licenses: Proposer certifies that Proposer holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. 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.
- H. 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. Proposer is also required to comply with any Professional Liability Insurance requirements set forth by the laws of the State of Texas. Failure to do so will result in a "non-responsive" designation for the bid.
- 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.



GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS ("Governmental Rider") applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, ("Contract") (attached hereto) of (*Vendor Name*), ("Vendor"). The Contract involved in this Governmental Rider is described as follows:

General Public Rideshare Management Services

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City's City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Section 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No ex-parte communication during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex-parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a



formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with Other Laws and Certification of Eligibility to Contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.



Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the contract.



Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code §2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270 of the Texas Government Code, as amended, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable 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 signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than



\$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly owned subsidiaries, majority-owned subsidiaries, and other affiliates 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 entity and each of its parent company, wholly-owned subsidiaries, 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 signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Anti-boycott Energy Companies Verification. Vendor 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 Contract. 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 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 the preceding statement in (A).

Antidiscrimination of a Firearm Entity or Firearm Trade Association Verification. Vendor 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 Contract. 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.

CITY OF MANORS, TEXAS

By: _____

Scott Moore, City Manager

Date: _____

Vendor

By: _____

Name: _____

Title: _____

Date: _____



Appendix B – 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 – 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 – 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:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. 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, City Council Members and City Manager;
2. Board and Commission members and appointed members by the Mayor and City Council; and
3. Department Directors of the City 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 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 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 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 City Secretary. *The 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 business days after the person received notice of a violation.



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

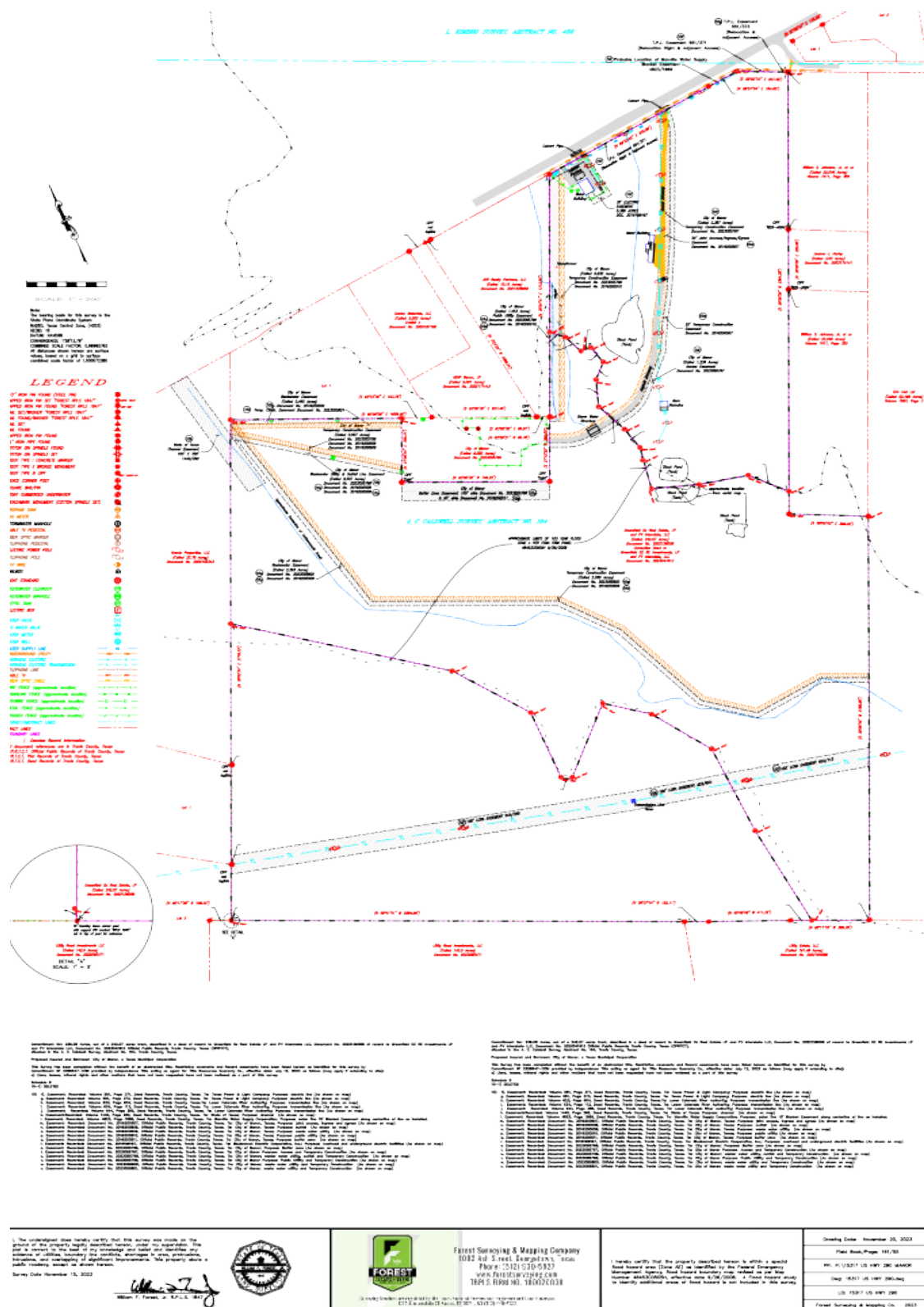
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.







AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Jones, Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on the First Amendment to the Chapter 380 Grant Agreement Butler Commercial Project.

BACKGROUND/SUMMARY:

On June 15, 2022, 13100 FM 973, Inc. ("Owner") and the city entered into a Chapter 380 Grant Agreement for the Butler commercial project on Hwy 290 and FM 973. Owner is requesting an amendment to the Chapter 380 Agreement to amend the Agreement to identify the current location of the South Water Line and the payment terms should the South Water Line need to be relocated in the future which location was previously agreed to in the Chapter 380 Agreement. This first amendment to the Chapter 380 Grant Agreement is provided for City Council consideration.

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

- First Amendment to Chapter 380 Grant Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the First Amendment to the Chapter 380 Grant Agreement Butler Commercial Project.

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

FIRST AMENDMENT TO CHAPTER 380 GRANT AGREEMENT
(BUTLER COMMERCIAL PROJECT)

This FIRST AMENDMENT TO CHAPTER 380 GRANT AGREEMENT DEVELOPMENT (this "First Amendment") is entered into as of the ____ day of _____, 2024 (the "Effective Date"), by and between **13100 FM 973, INC.**, a Texas corporation ("Owner") and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City, and Owner are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

RECITALS

A. WHEREAS, on June 15, 2022, the City and Owner entered into that certain Chapter 380 Grant Agreement – Butler Commercial Project (the "Agreement") relating to the construction of certain facilities and infrastructure more particularly described in the Agreement. The project is commonly known as “Manor Crossings”.

B. WHEREAS, the “South Water Line” (as referenced in Exhibit C of the Agreement) has been installed in the location more particularly described on Exhibit C-1 attached hereto.

C. WHEREAS, the Parties desire to amend the Agreement to identify the current location of the South Water Line and the payment terms should the South Water Line need to be relocated in the future.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Exhibit C -1. Exhibit C-1 attached hereto is hereby added and incorporated into the Agreement.

2. TxDot Relocation. If TxDOT requires the relocation of the South Water Line in the future, the Parties will share the cost of the relocation on a 50/50 basis. The relocation of the South Water Line will be deemed to be included in the definition of “Eligible Infrastructure” and the definition of “Maximum Grant Amount” shall be amended to include 50% of the cost of the relocation of the South Water Line.

3. Miscellaneous.

(a) Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Capitalized terms used herein, unless otherwise defined in this First Amendment, shall have the same meanings as those given in the Agreement. Where any section, subsection or clause of the Agreement is modified or deleted by this First Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this First Amendment conflicts or is inconsistent with the Agreement, the provision of this First Amendment shall control.

(b) This First Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing signed by each party hereto; and (iv) embodies the entire First Amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) To facilitate execution of this First Amendment, the parties may execute and exchange counterparts of the signature pages by electronic mail transmission, which counterparts will be deemed original upon receipt.

4. No Waiver. Neither City's nor Owner's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

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

6. Signatory Warranty. The signatories to this First Amendment warrant that each has the authority to enter into this First Amendment on behalf of the organization for which such signatory has executed this First Amendment.

7. Interpretation. This First Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this First Amendment.

8. Entire Agreement. This First Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this First Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Third Amendment.

10. Severability. If any provision of this Third Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Third Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Third Amendment.

11. 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.

[Signature page(s) to follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

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

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[Signatures continue on next page.]

OWNER:

13100 FM 973, INC.,
a Texas corporation

By: _____
Edward S. Butler, President

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

Exhibit C-1
Current location of South Water Line

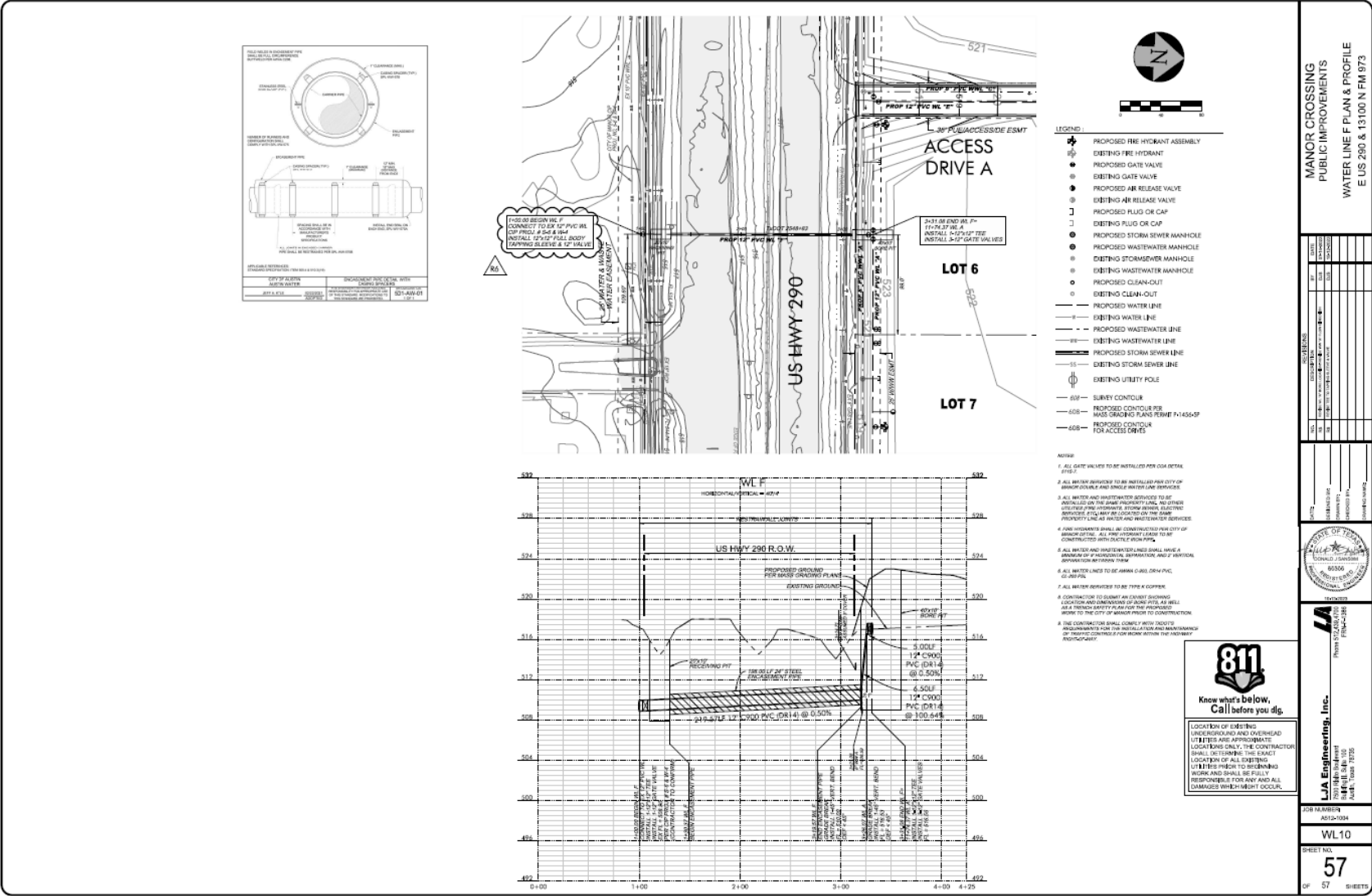


Exhibit C-1 to First Amendment to Ch. 380 Agreement (Butler Commercial)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Services Agreement with CitizenLab.

BACKGROUND/SUMMARY:

Originally entered into in December 2022, this Services Agreement is a renewal of the prior agreement. The cost has not increased from Year 1 and is \$9,500. The launch of CitizenLab's product, which is a public engagement platform to be called Impact Manor, was delayed to launch with the city's new website. The website was further delayed so our new city brand can launch when the website goes live. Because of that, this platform has not been used yet, but should be in a few months once the final brand is chosen and the website is updated with that new brand.

The platform will allow the city to post projects, ideas, or surveys and receive feedback from the community at any step during the process. There can also be open-ended forums where the public can provide the city with ideas, and it can also be used to simply inform the public about city projects, like the progress of a street paving project.

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

- Services Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Services Agreement with CitizenLab.

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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, the “Agreement”) is made and entered into as of this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Manor, Texas, a Texas home rule municipality (hereinafter, the “City”) and CitizenLab Inc., a Delaware corporation (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 creation of a citizen engagement and participation platform (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 or use and shall be appropriately marked to reflect what was changed or modified.

- 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 20th day of February, 2025, 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 **\$9,500.00** 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:

Premium license 1-year subscription	\$9,500
Total	\$9,500

- 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 February 21, 2024, or as soon as a notice to proceed is provided to Consultant, and will complete the Project by February 20, 2025.

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.
- 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.
- | | |
|---|--|
| <p>Notice to the City:</p>
<p>City of Manor
 Attn: Scott Moore
 105 E. Eggleston St.
 Manor, TX 78653</p>
<p>With a copy to :</p>
<p>The Knight Law Firm, LLP
 Attn: Paige Saenz
 223 E. Anderson Lane
 Austin, TX 78752</p> | <p>Notice to Consultant:</p>
<p>CitizenLab, Inc.
 2093 Philadelphia Pike #1527
 Claymont, DE 19703</p>
<p>With a copy to:</p>
<p>CitizenLab, Inc.
 Wietse Van Ransbeeck
 info@citizenlab.co</p> |
|---|--|
- 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 808.001 of the Texas Government Code, as amended.
 - 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]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MANOR,
a Texas municipal corporation

By: _____
Christopher Harvey, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

CONSULTANT:

CITIZENLAB, INC.,
a Delaware corporation

By: _____

Name: Wietse Van Ransbeeck

Title: CEO

EXHIBIT A
(SEE ATTACHED)

CitizenLab Inc.
2093 Philadelphia Pike #1527
Claymont, DE 19703

US (858) 633-3008
hello@citizenlab.co
www.citizenlab.co

Sarah Horton
sarah.horton@citizenlab.co

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

United States

Dr. ChristopherHarvey
drcjharvey@manortx.gov

QUOTE: Q-2023 322

Valid until: 08 / 02 / 2024

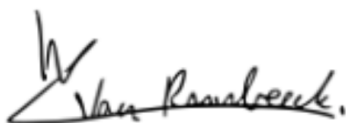
Description	QTY	Price	Subtotal
Please select your option down below			
<input checked="" type="radio"/> Option A: 1-Year CitizenLab License - Premium Valid from 1/1/2024 - 12/31/2024. Premium license with dedicated support throughout the entire license period.	1	\$9,500.00	\$9,500.00

Subtotal **\$9,500.00**

Total \$9,500.00

By signing below, both parties agree to the quote above and ongoing terms and conditions attached.

CitizenLab
Signed on 01 / 06 / 2024



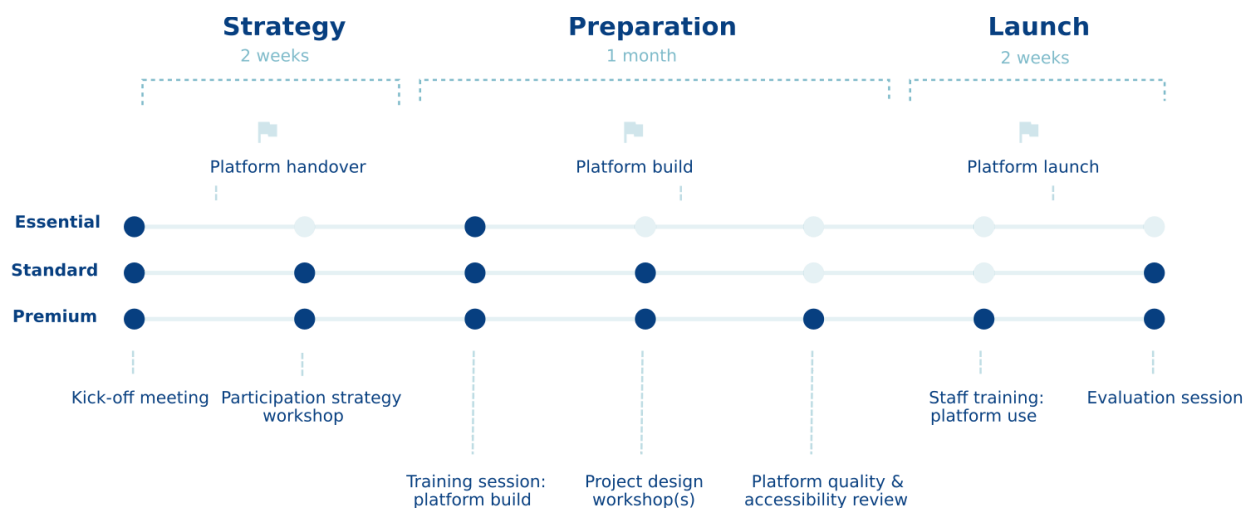
Wietse Van Ransbeeck
Managing director CitizenLab

City of Manor
Signed on

Dr. ChristopherHarvey
City of Manor

Annex I: Pricing plans and implementation

	ESSENTIAL	STANDARD	PREMIUM
USAGE	Up to 2 admins <ul style="list-style-type: none"> × No project managers ✓ Up to 3 published projects × No project folders 	Up to 4 admins <ul style="list-style-type: none"> ✓ Up to 5 project managers ✓ Unlimited published projects ✓ Unlimited project folders 	Up to 8 admins <ul style="list-style-type: none"> ✓ Unlimited project managers ✓ Unlimited published projects ✓ Unlimited project folders
FEATURES	<ul style="list-style-type: none"> ✓ All participation methods <i>ideation, maps, survey, poll, PB, proposals</i> ✓ Customisable design ✓ Communications: emails & widgets ✓ Manual groups & closed projects ✓ Dashboard & analytics 	All Essential features + <ul style="list-style-type: none"> ✓ Personalised domain ✓ Online workshops ✓ Custom registration fields ✓ Smart groups ✓ Granular permissions 	All Standard features + <ul style="list-style-type: none"> ✓ Integrated styling (font & navigation) ✓ Customisations (maps & status) ✓ Data insights: NLP clustering ✓ ID verification ✓ API access & integrations
SERVICES	<ul style="list-style-type: none"> ✓ Essential onboarding × No project design workshops ✓ Participation expert access 	All Essential services + <ul style="list-style-type: none"> ✓ Standard onboarding ✓ Up to 1 project design workshop ✓ Project templates 	All Standard services + <ul style="list-style-type: none"> ✓ Premium onboarding ✓ Up to 2 project design workshops ✓ Priority support





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

Applicant: Dominion

Owner: Kenneth Tumlinson

BACKGROUND/SUMMARY:

This item is discretionary.

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

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

The property is 15.4217 acres and has frontage on Tower Road. To the west are existing light industrial buildings, to the north is the Stonewater Subdivision, and to the east is a 6-acre tract that has 1 single-family dwelling. The northern property boundary to Stonewater only directly abuts 1 single-family dwelling, with the majority of the northern property boundary being adjacent to a detention pond or Tinajero Way. The northern and eastern property boundaries abut less intense residential uses so the multi-family property would have 80' building setbacks along those boundaries and of those 80 feet, 25' would be landscaping bufferyards that would have additional tree and shrub planting as well as a minimum 6' privacy screening fence.

At 15.4217 acres and 25 units/acre under MF-2, the property would be entitled to 386 units. They are planning to have 324 units, and through the city's PFC, they all would be affordable to people earning 60% of the area median income (AMI).

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

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

At the January 10th P&Z meeting, the public hearing was conducted but action on this item was postponed so the applicant could supply more information regarding the Traffic Impact Analysis and when the traffic counts were collected or would be collected, if the developer had spoken with Compass Rose of MISD about school traffic in the area, modifications to their entrances including gates and fire access into Stonewater, more details about their proposed mitigations on Tower Road, and to have the property receive a 911 address.

At the January 17th City Council meeting, the public hearing was conducted but because the Planning and Zoning Commission had not provided a recommendation, the item was postponed to the February 21st meeting.

P&Z voted 4-2 to approve. The two denial votes were regarding concerns about traffic and a desire to see the area remain as industrial and that land use being more appropriate.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: Yes

ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- Renderings
- Traffic Count Methodology
- Drainage Memo and Exhibit
- Future Land Use Map
- Mixed-Density Neighborhood Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an ordinance rezoning the Dominion development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. ____

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

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

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

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

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

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

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

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

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

ORDINANCE NO.

Page 2

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

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Legal Description:

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO.**Page 4**

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

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

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

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



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

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

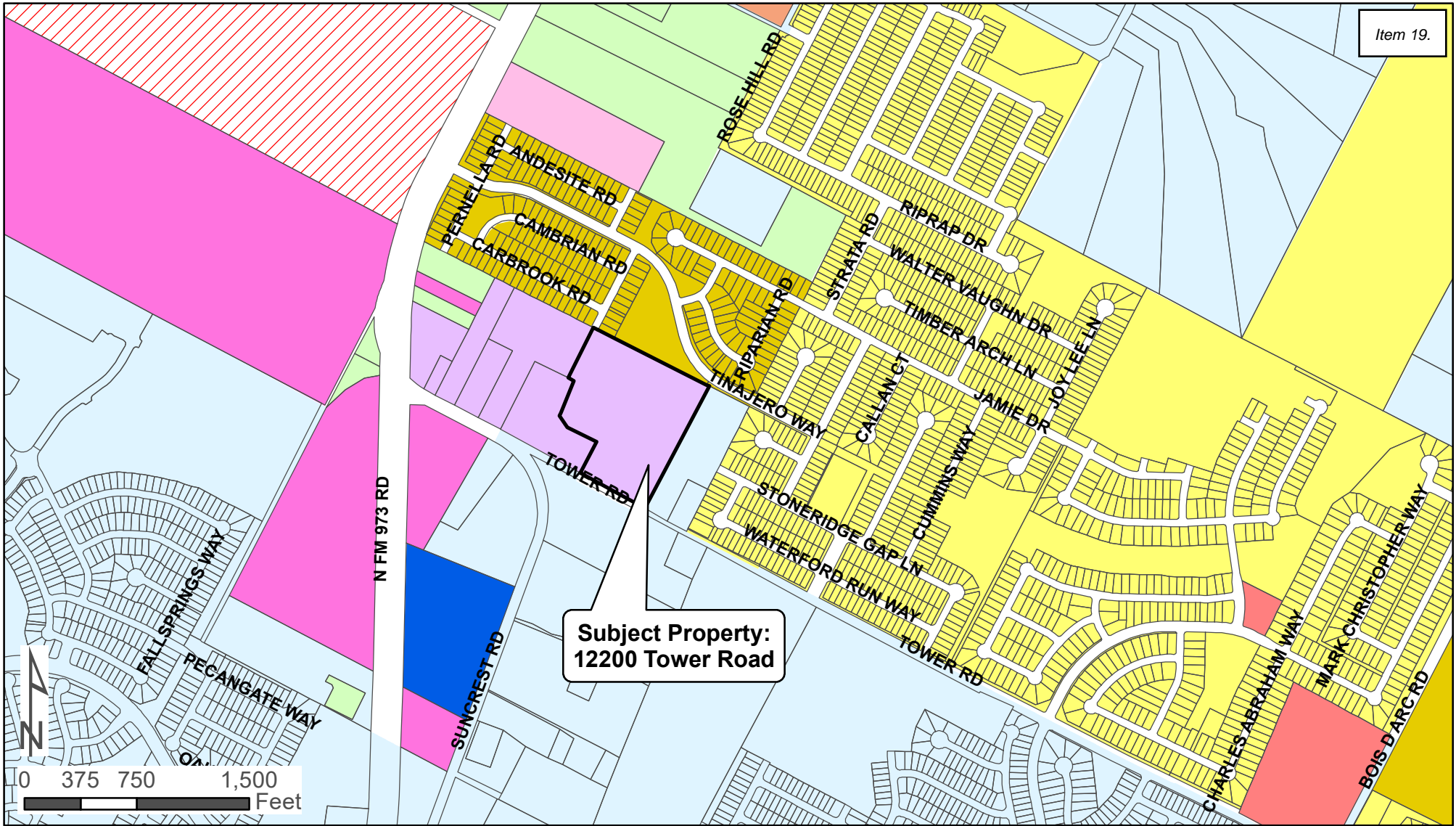
Mr. Dunlop,

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

Thank you for considering this request.

Sincerely,

Mr. Neal Route
Dominium
Vice President & Project Partner



Current:
Light Industrial (IN-1)

Proposed:
Multi-Family 25 (MF-2)

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

Aerial image

Write a description for your map.

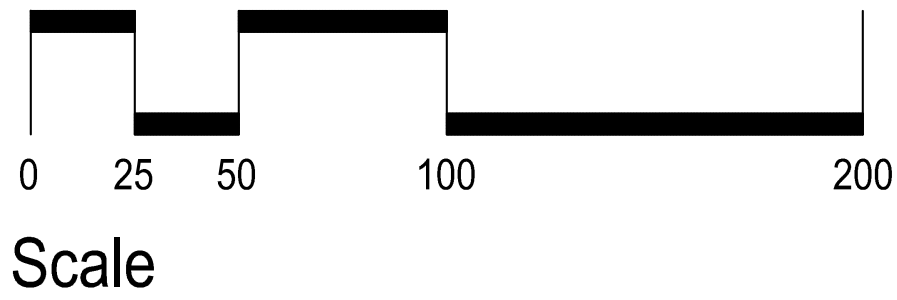
Legend

1220 Item 19. d





Site Data				
Family - 3 Stories Unit Mix			No.	%
2 Bedroom			78	24.1
3 Bedroom			180	55.5
4 Bedroom			66	20.4
Totals			324	
Parking Required			Parking Provided	
2 Beds	2.0/unit	156	516	1.59/unit
3 Beds	2.5/unit	450		
4 Beds	2.5/unit	165		
Total Res.	2.38/unit	771		
Guest	10%	77		
Total	2.62/unit	848		





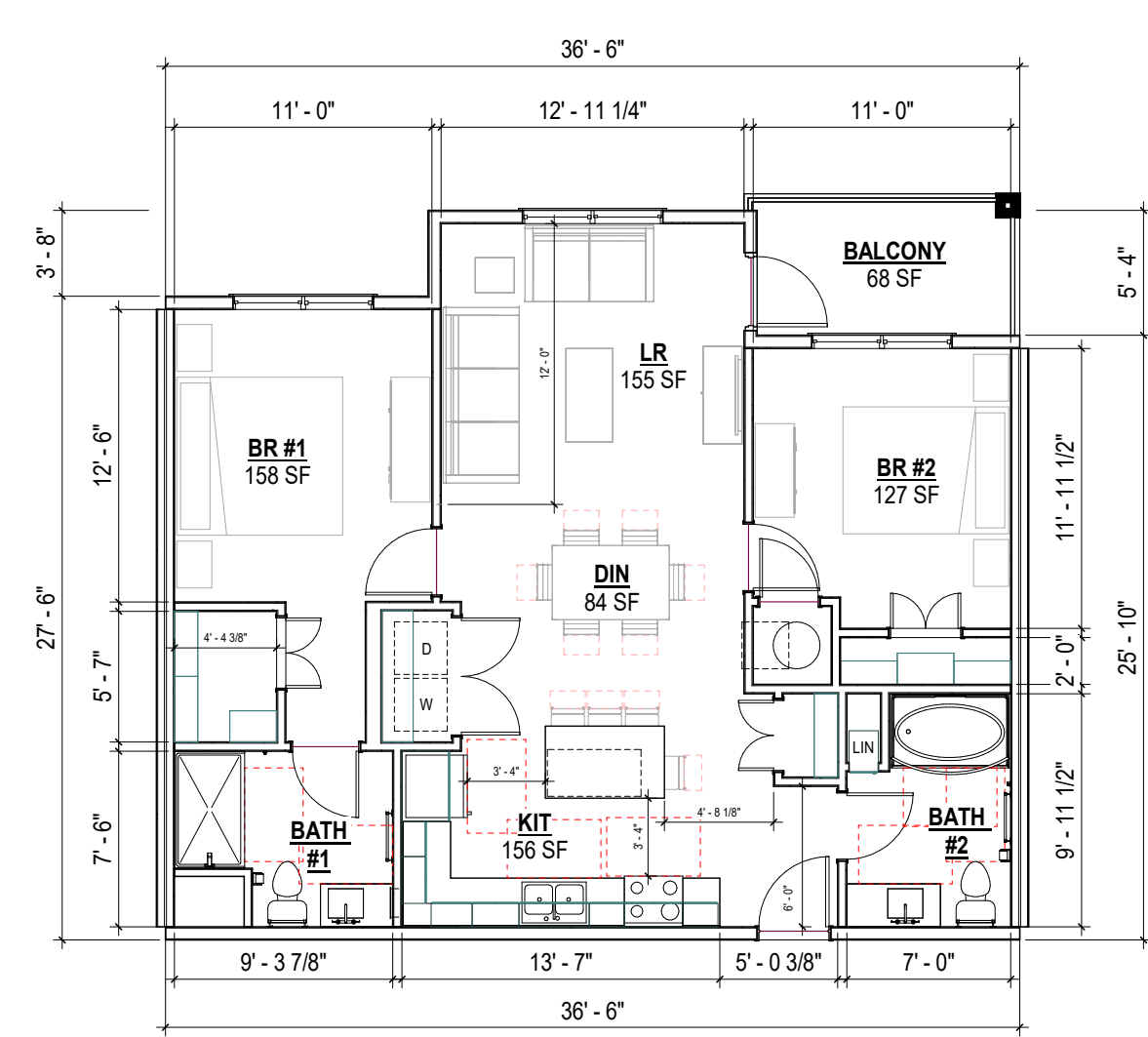




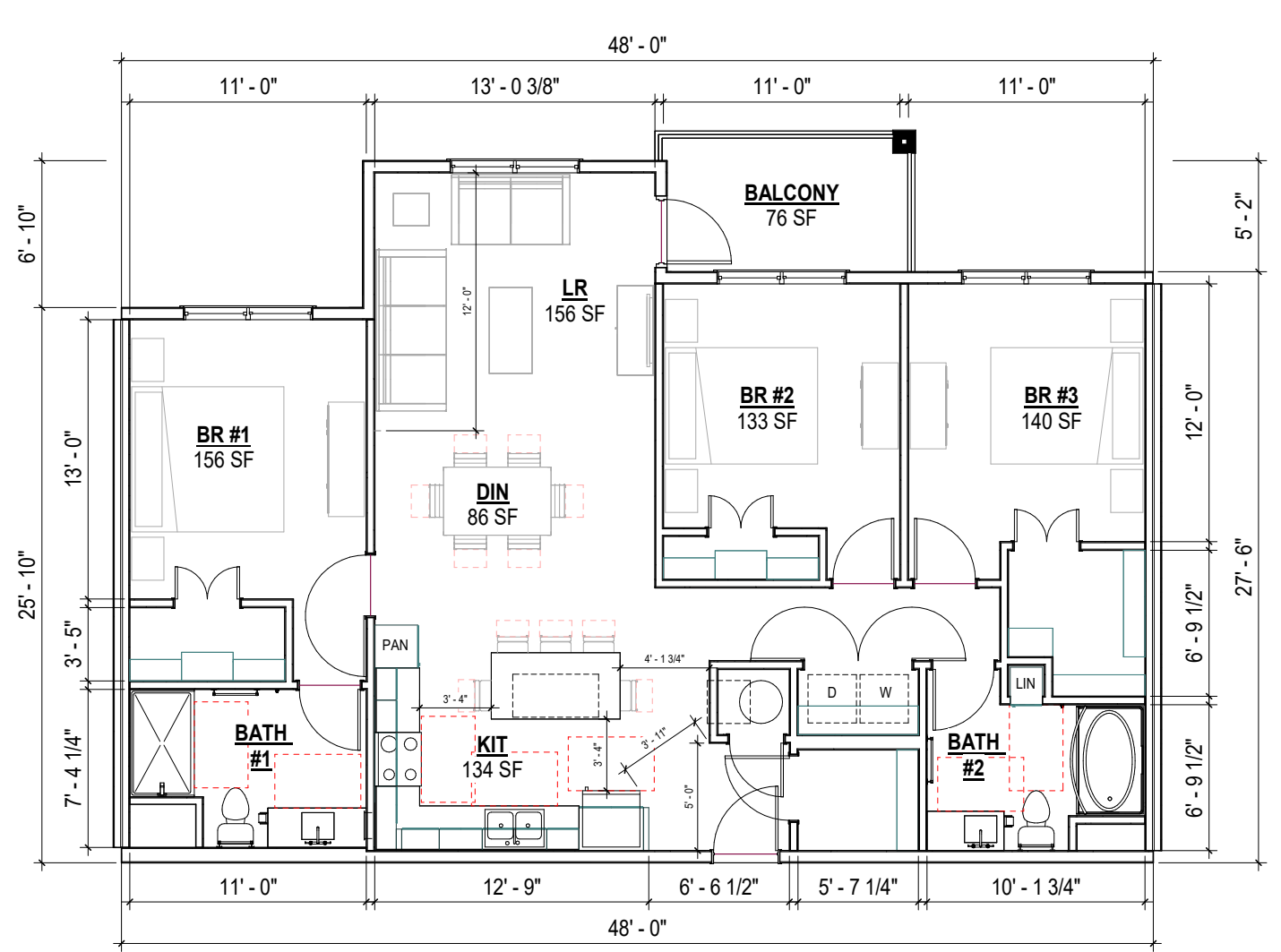




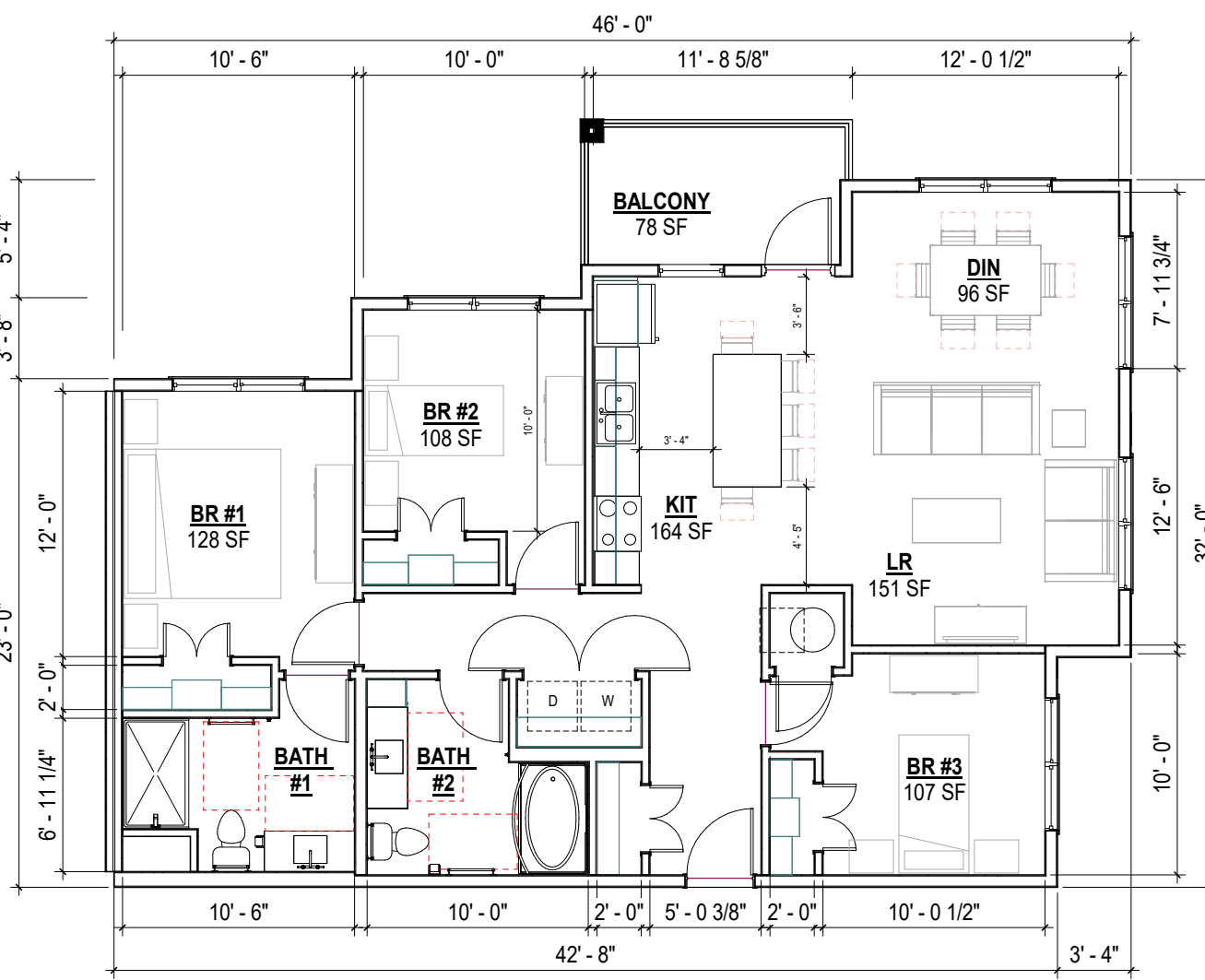
SCHARBAUER FLATS - MIDLAND, TX



2 BR IN-LINE SPLIT



3 BR IN-LINE SPLIT



3 BR CORNER

UNIT PLAN EXAMPLES

T E C H N I C A L M E M O R A N D U M

DATE: February 8, 2024

TO: City of Manor
FROM: Ben Plett, P.E.

RE: Dominion Manor Multifamily Traffic Count Methodology

This memorandum documents the traffic counts methodology for the Dominion Manor Development. The site is located north of US 290 and between FM 973 and Bois D'Arc Road in the City of Manor, Travis County, Texas. The objective of this memo is to summarize the traffic count methodology.

Weekday AM and PM peak period turning movement counts were collected by Quality Counts, LLC. Quality Counts is a national traffic data collection company with 15+ offices nationwide and are a trusted partner to Kimley-Horn and other transportation engineers throughout the county.

Quality Counts records turning movement counts with video cameras and tabulates the data using artificial intelligence, manual review, and a proprietary quality control application. The counts were collected at the following study intersections from 7:00am to 9:00am and from 4:00pm to 6:00pm while school was in session on Thursday, December 7th, 2023. It should be noted that one day of traffic counts is an industry standard and the subconsultant verifies that there are no issues that interfere with the integrity of the data collection including inclement weather, construction, vehicle crashes, and/or any other atypical roadway operations.

The peak hour is defined as the 60-minute period in which the greatest number of vehicles enter an intersection. The peak hour at each intersection was observed as follows:


1. FM 973 at Suncrest Road
 - AM Peak Hour: 7:00 AM – 8:00 AM
 - PM Peak Hour: 4:30 PM – 5:30 PM
2. Suncrest Road at Tower Road
 - AM Peak Hour: 7:00 AM – 8:00 AM
 - PM Peak Hour: 5:00 PM – 6:00 PM
3. Bois D'Arc Road at Tower Road
 - AM Peak Hour: 7:00 AM – 8:00 AM
 - PM Peak Hour: 5:00 PM – 6:00 PM

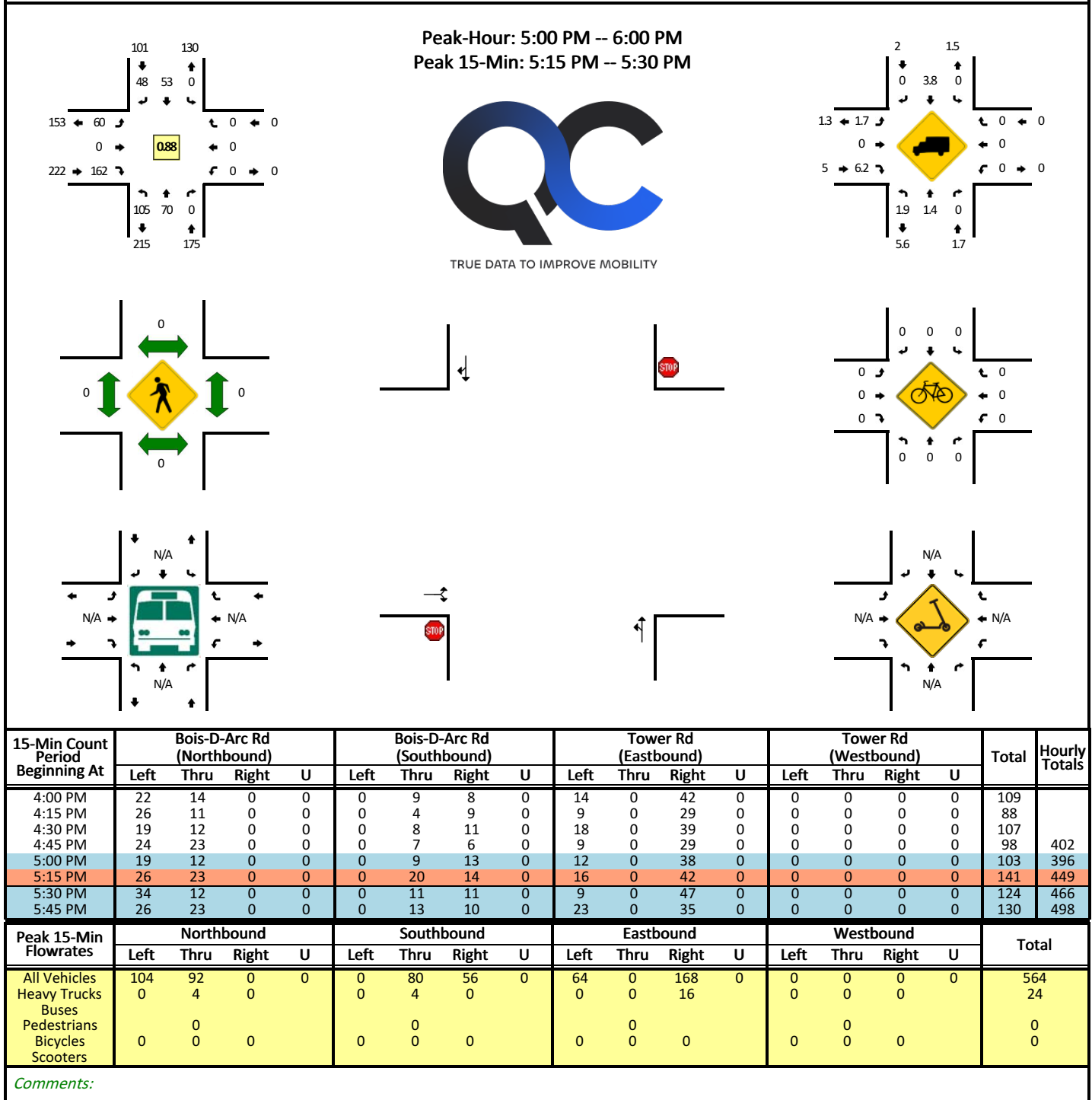
School times were captured during the AM peak period, however higher volumes of traffic from individuals returning home from work were identified to be during 5-6pm for the PM peak period. While school is let out before the PM peak hour, generally more traffic is observed between 4pm and 6pm, thus this is referred to as the PM peak hour. Through field observation, the existing counts indicate there are no pedestrian volumes near the site. The raw count sheets are provided in **Appendix A**.

Appendix A: Traffic Counts

Volume Count Report

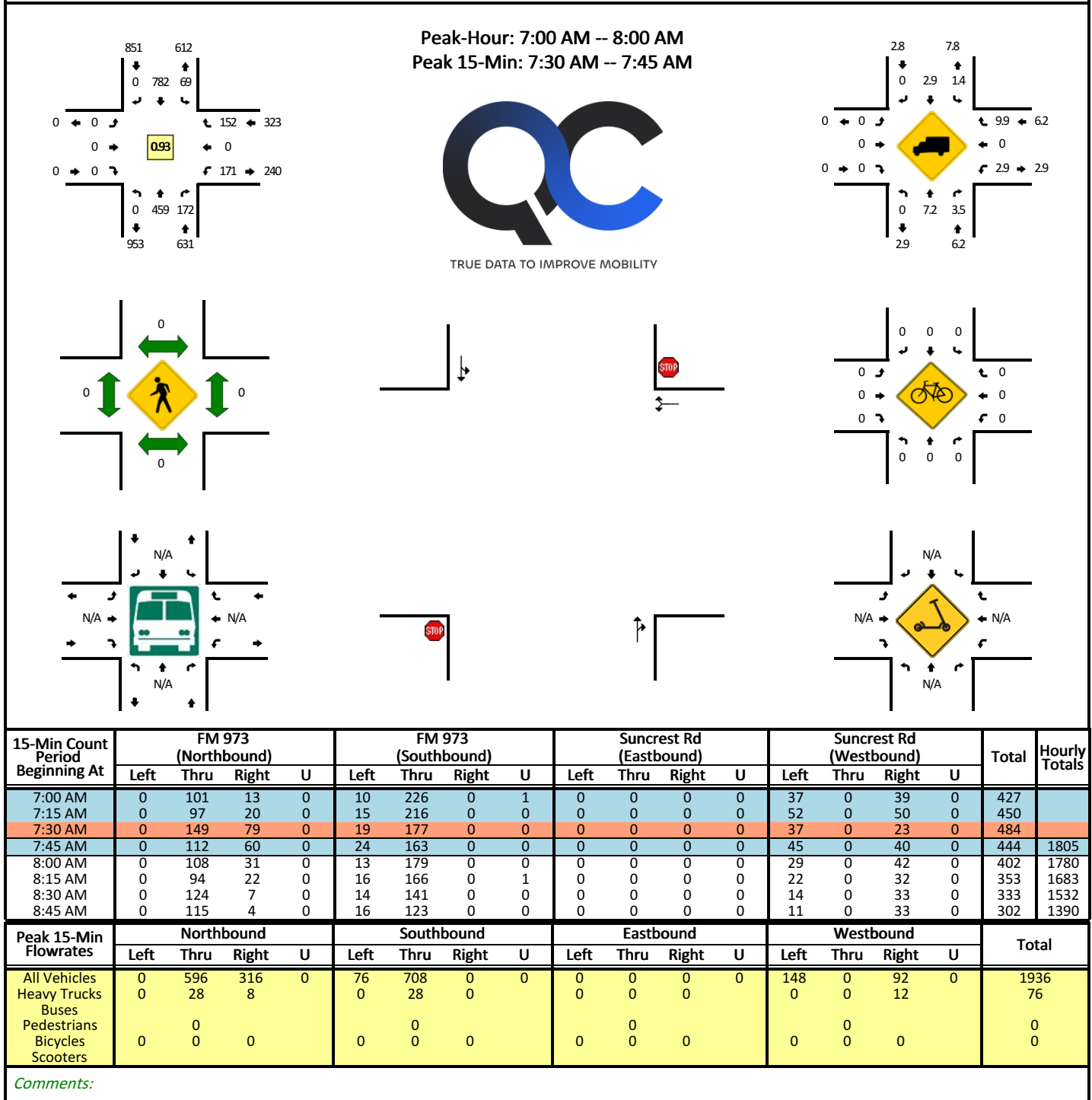
LOCATION INFO		INTERVAL:15-MIN					
Location ID	227H31	Time	15-min Interval				Hourly Count
Type	SPOT		1st	2nd	3rd	4th	
Funct'l Class	4	0:00-1:00	32	35	28	33	128
Located On	FM0973	1:00-2:00	19	19	22	20	80
Loc On Alias	FM0973-KG	2:00-3:00	21	20	17	16	74
Direction	2-WAY	3:00-4:00	28	22	35	31	116
County	Travis	4:00-5:00	39	52	72	65	228
Community	Manor	5:00-6:00	125	155	197	221	698
MPO ID	90	6:00-7:00	226	262	258	294	1,040
HPMS ID	ASSIGNED	7:00-8:00	277	255	254	270	1,056
Agency	Texas DOT	8:00-9:00	238	228	224	211	901
		9:00-10:00	235	212	228	211	886
		10:00-11:00	200	183	220	219	822
		11:00-12:00	249	229	199	217	894
		12:00-13:00	227	236	227	230	920
		13:00-14:00	225	228	243	207	903
		14:00-15:00	222	228	243	229	922
		15:00-16:00	248	250	288	293	1,079
		16:00-17:00	313	291	300	310	1,214
		17:00-18:00	328	316	312	305	1,261
		18:00-19:00	281	295	253	245	1,074
		19:00-20:00	176	169	177	164	686
		20:00-21:00	137	163	136	127	563
		21:00-22:00	125	104	103	99	431
		22:00-23:00	101	89	57	71	318
		23:00-24:00	65	52	54	32	203
		Total					16,497
		AADT					15,772
		AM Peak	06:15-07:15 1,091				
		PM Peak	16:45-17:45 1,266				

COUNT DATA INFO	
Count Status	Accepted
Holiday	No
Start Date	Mon 12/20/2021
End Date	Tue 12/21/2021
Start Time	4:00:00 AM
End Time	4:00:00 AM
Direction	
Notes	
Station	
Study	
Speed Limit	
Description	
Sensor Type	Axle/Tube
Source	
Latitude,Longitude	30.351029, -97.537562 

LOCATION: Bois-D-Arc Rd -- Tower Rd**CITY/STATE:** Manor, TX**QC JOB #:** 16426706**DATE:** Thu, Dec 7 2023

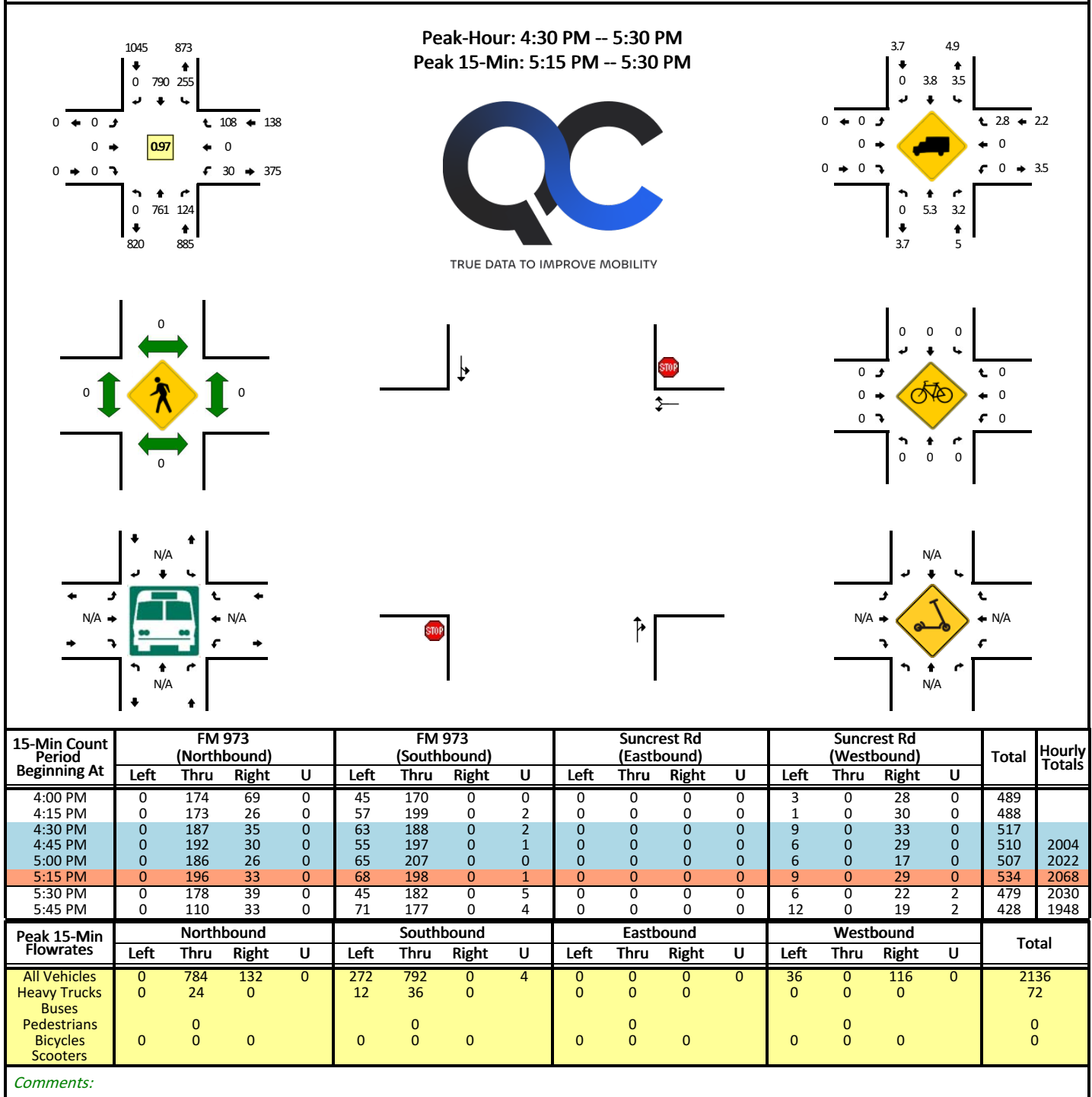
LOCATION: FM 973 -- Suncrest Rd
CITY/STATE: Manor, TX

QC JOB #: 16426701
DATE: Thu, Dec 7 2023



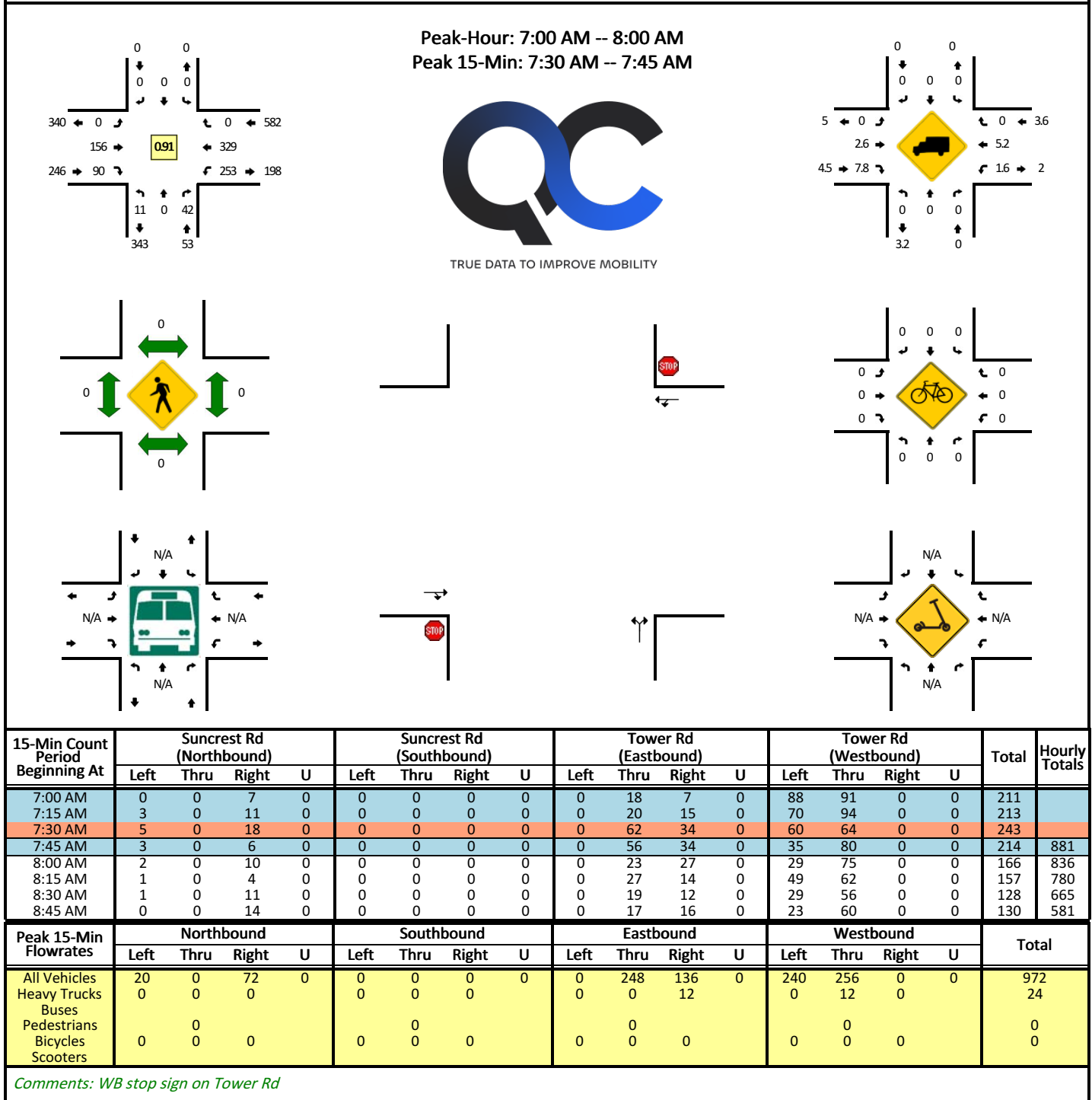
LOCATION: FM 973 -- Suncrest Rd
CITY/STATE: Manor, TX

QC JOB #: 16426702
DATE: Thu, Dec 7 2023



LOCATION: Suncrest Rd -- Tower Rd
CITY/STATE: Manor, TX

QC JOB #: 16426703
DATE: Thu, Dec 7 2023

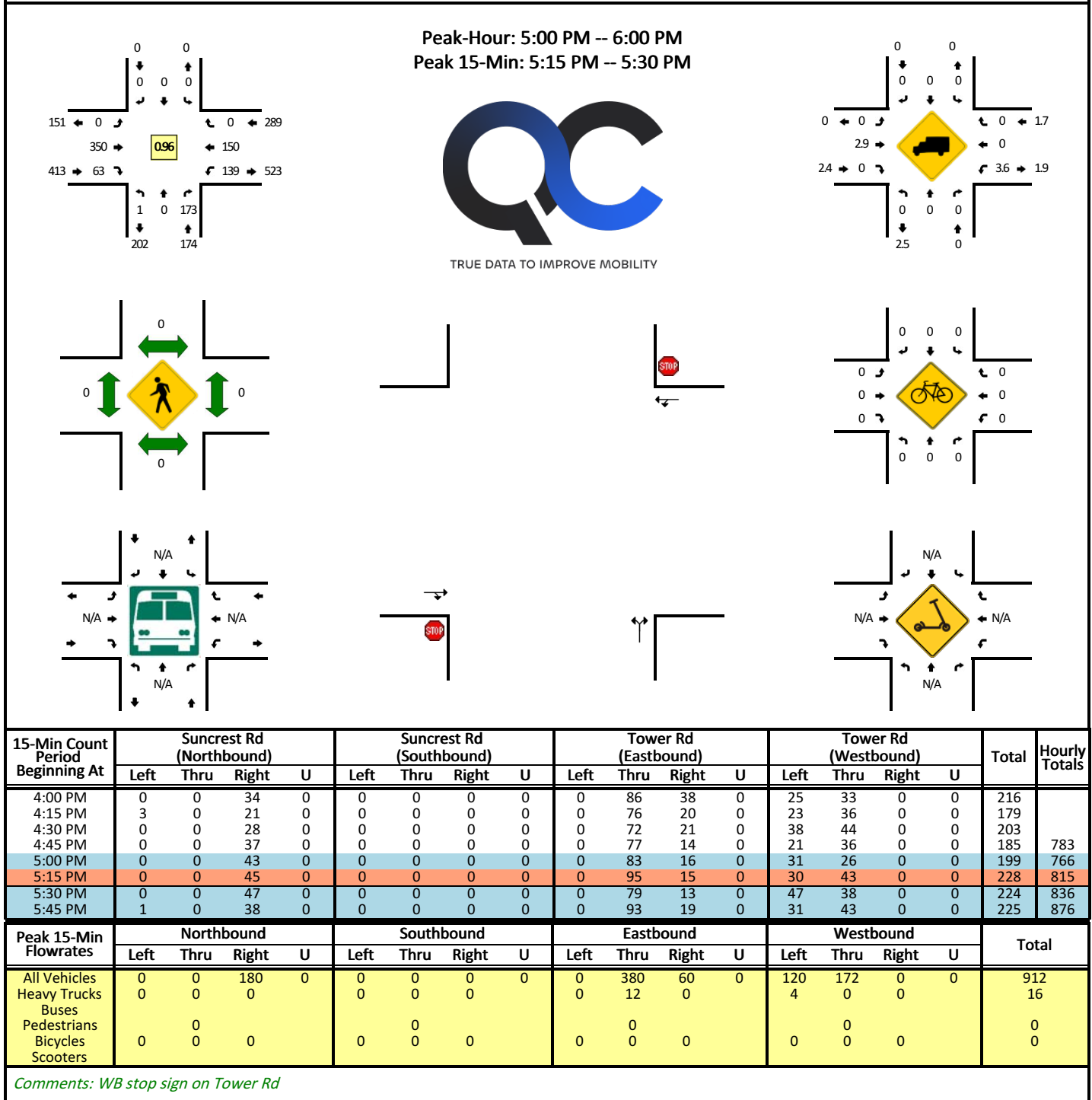


Report generated on 12/11/2023 1:35 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

LOCATION: Suncrest Rd -- Tower Rd
CITY/STATE: Manor, TX

QC JOB #: 16426704
DATE: Thu, Dec 7 2023

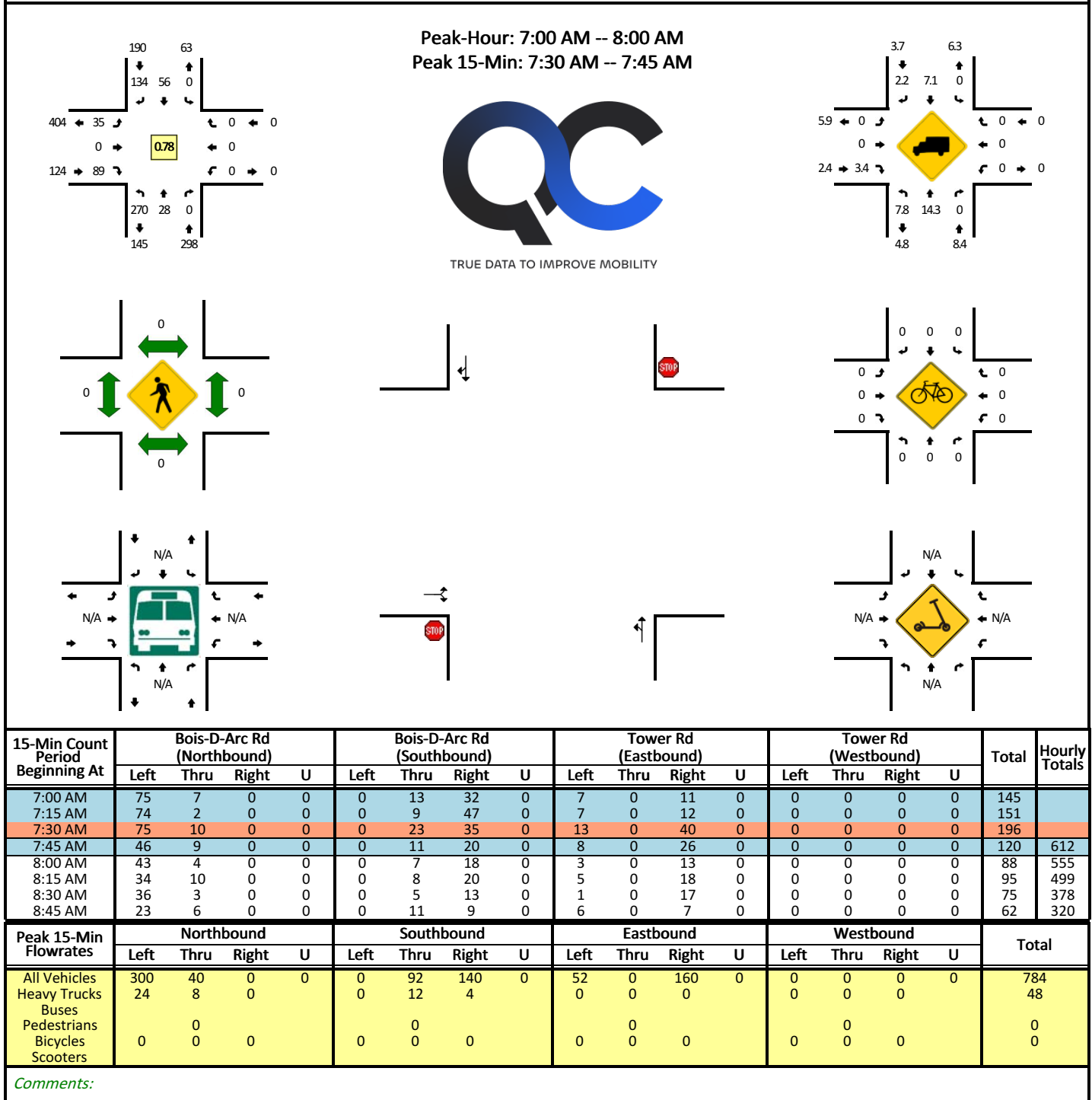


Report generated on 12/11/2023 1:35 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

LOCATION: Bois-D-Arc Rd -- Tower Rd
CITY/STATE: Manor, TX

QC JOB #: 16426705
DATE: Thu, Dec 7 2023





Memorandum

To: Dominion Inc.

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

Date: February 8, 2024

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

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

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

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

Tower Road experiences flooding in the lowest commonly analyzed rain event, the 2-year storm event, and it can be expected to flood in smaller rain events multiple times per year. This 2-year storm event is defined as approximately 4 inches of rain over 24 hours and statistically has a 50% chance to occur each year, per NOAA ATLAS 14 precipitation estimates, the latest available data from the National Weather Service.

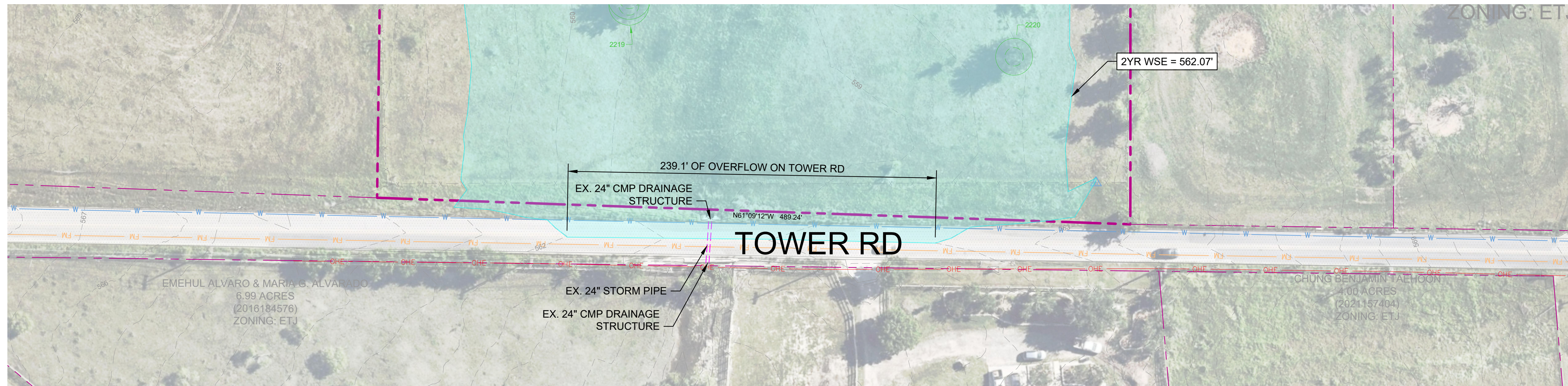
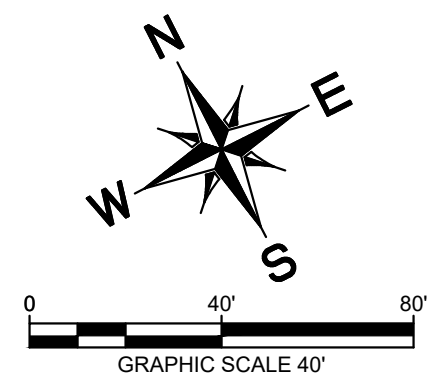
In the existing condition, the volume of water generated by the 2-year storm can be expected to surcharge the existing undersized culvert. As the culvert fills with water, excess water will back up behind the roadway, causing water to overtop Tower Road at a depth of approximately 1.5 feet over the pavement at its deepest location. This overtopping flow spans along Tower Road for approximately 239 feet which creates an unsafe driving condition during most sustained rain events.

With the installation of the four (4) 3'X6' culverts, drainage will be improved such that water during the 2-year storm event and smaller storm events would be fully conveyed underneath the roadway and contained within underground storm infrastructure. In essence, the proposal would be to replace the

existing pipe with larger culverts, which have more flow capacity due an increased opening area which allows water to pass through instead of backing up behind the roadway. The proposed box culverts would not be conveying more flow downstream. Rather, the same amount of water that would originally be passing above the roadway would be passing underneath the roadway in the proposed box culverts. Per Texas Water Code and City of Manor regulations, the amount of flow downstream will not be allowed to increase, but the manner in which the flow will be conveyed will be safer for motorists. Since the water will no longer overtop the roadway; this will ensure Tower Road remains functional during the majority of rain events through the year.

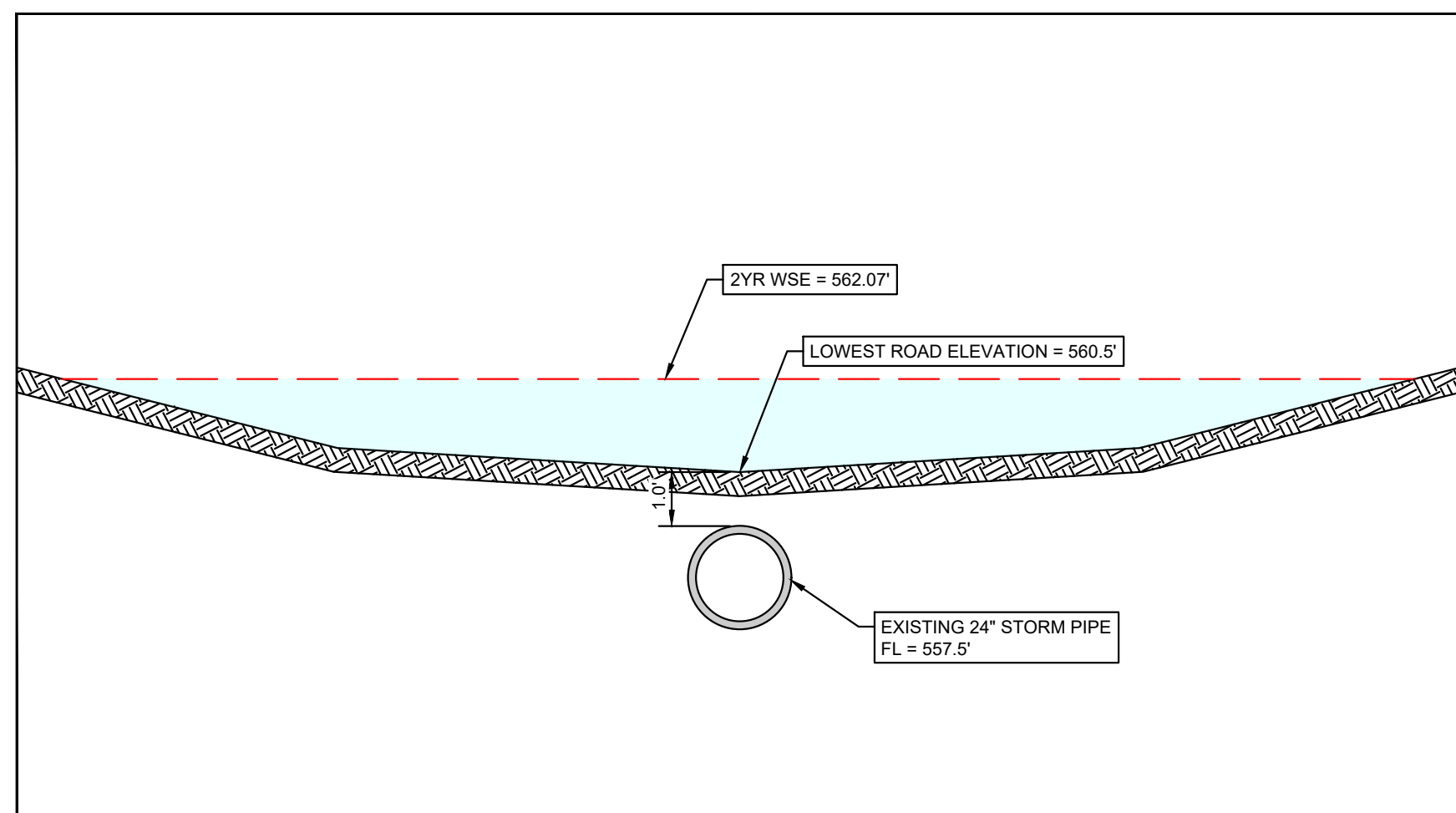
Per standard engineering practice and in conformance with the Texas Water Code and City of Manor regulations, the proposed development will be required to ensure that the proposed development will not increase flow downstream of the development. During the course of design of the onsite civil plans, KH will perform a drainage model using Soil Conservation Service Curve Number model methodology to ensure the flow of water downstream does not increase when additional impervious cover proposed by the development is constructed. The maximum amount of impervious cover proposed onsite will be dictated by the zoning. The proposed culverts under Tower Road will not impact the amount of impervious cover allowed or designed. KH will propose a variety of storm maintenance measures, including underground pipe conduit, open channels, and detention ponds, to reduce the proposed flows generated by the additional impervious cover to be lower than the flow in existing conditions. The City of Manor will have to approve of the drainage design for the development in order for the development to receive Site Development Permits.

The Culvert Exhibit provided depicts the existing and proposed conditions described above.

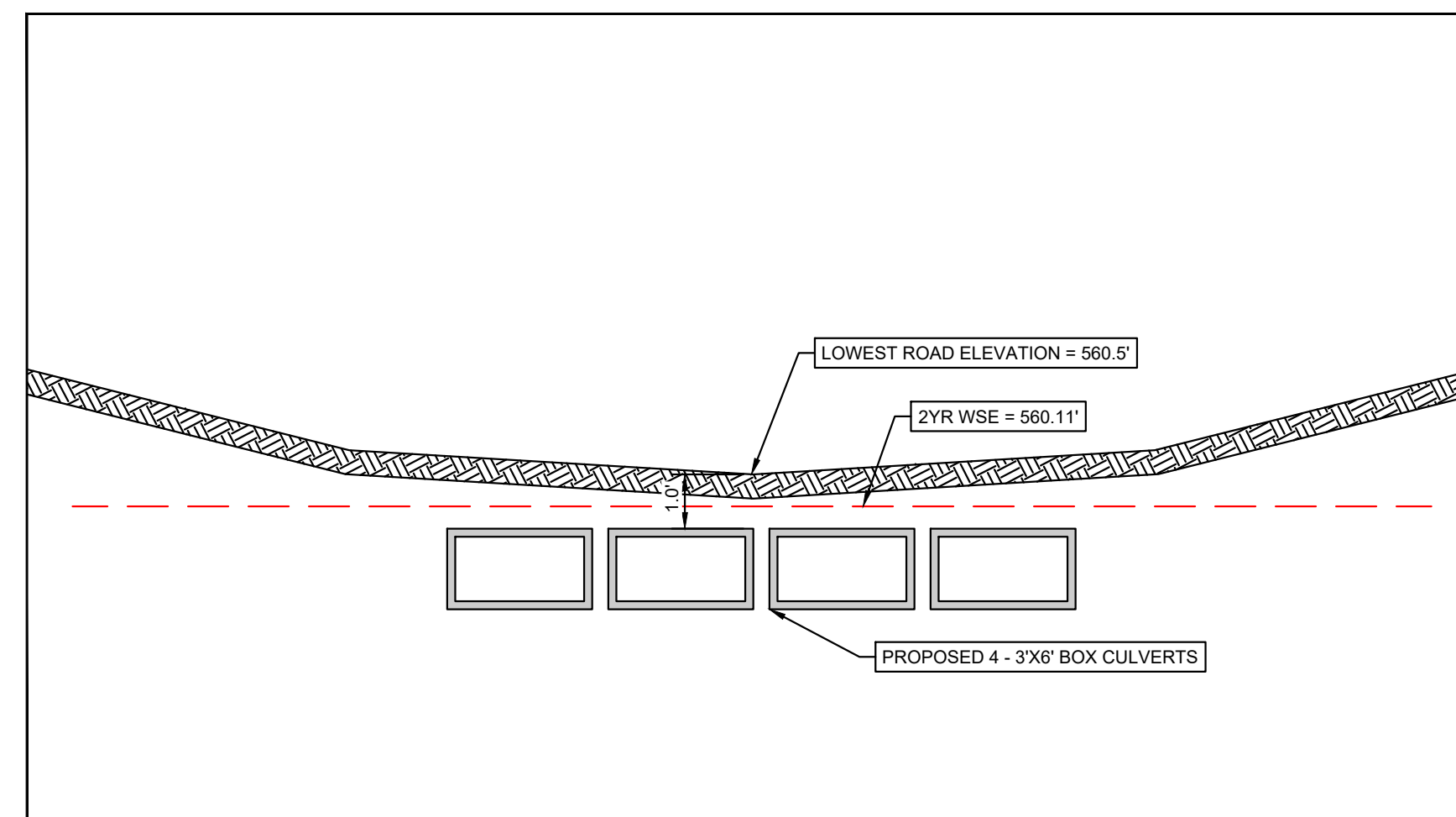


LEGEND

---	PROPERTY LINE
— WW	EXISTING WASTEWATER LINE
— W	EXISTING WATER LINE
— FM	EXISTING FORCE MAIN LINE
●	EXISTING WASTEWATER MANHOLE
---	EXISTING STORM DRAIN LINE
●	EXISTING FIRE HYDRANT
■	EXISTING STORM DRAIN INLET
— OHE	EXISTING OVERHEAD POWERLINE
○	EXISTING POWER POLE



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



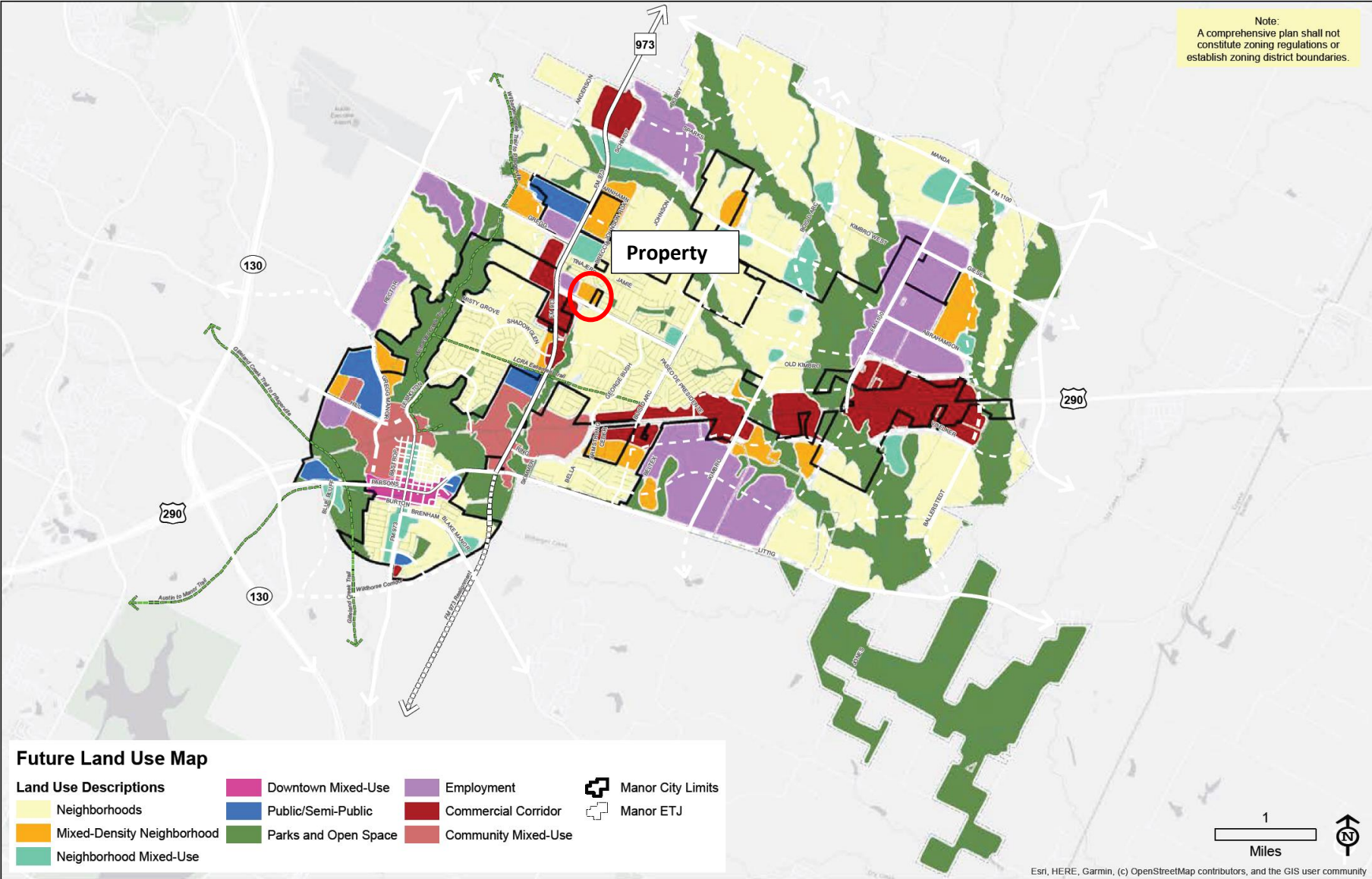
ROAD PROFILE - PROPOSED OVERTOPPING DEPTH
N.T.S.

TOWER RD
CULVERT EXHIBIT
MANOR, TEXAS
December 23

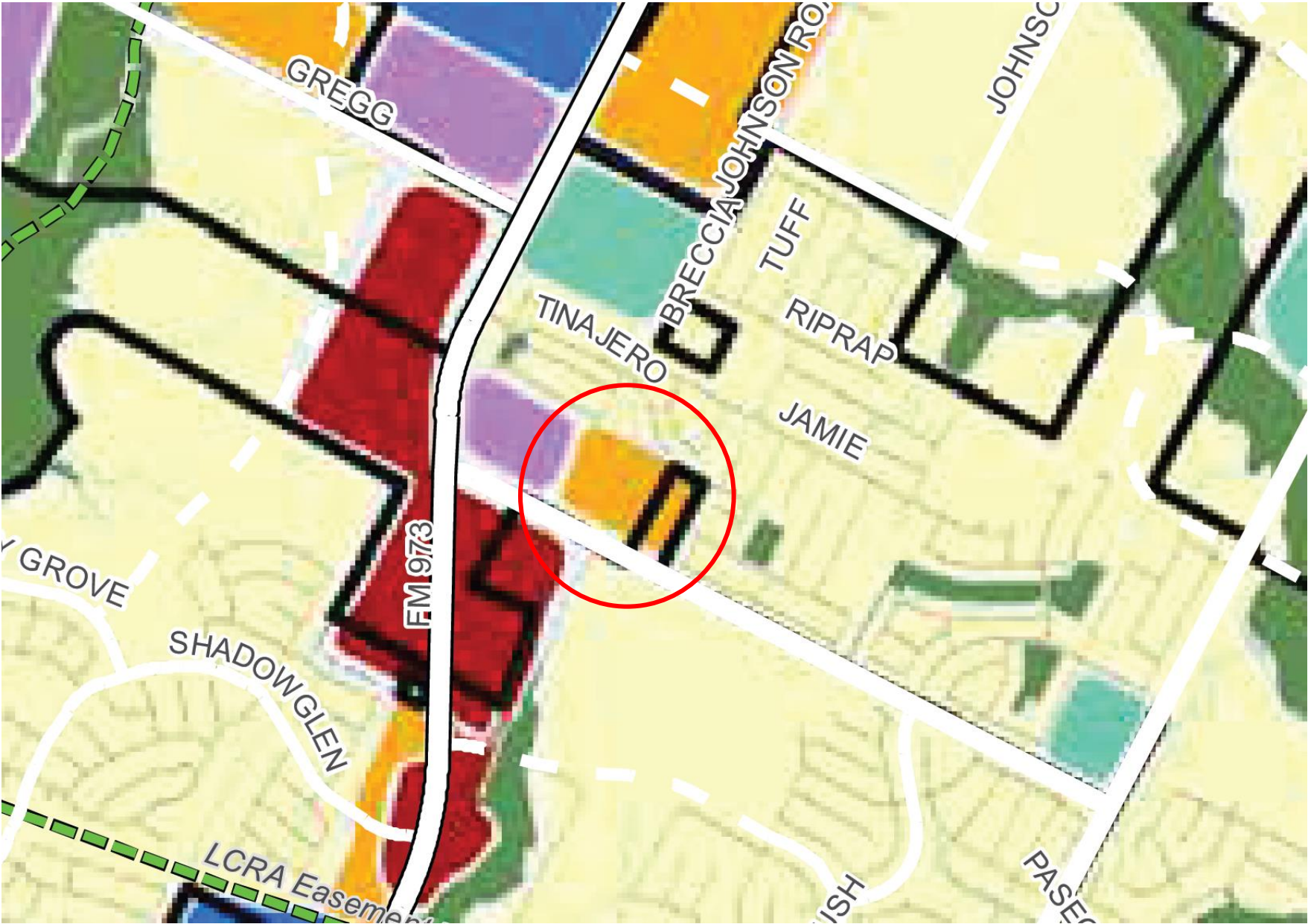
Kimley»Horn

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

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



Map 3.1. Future Land Use Map



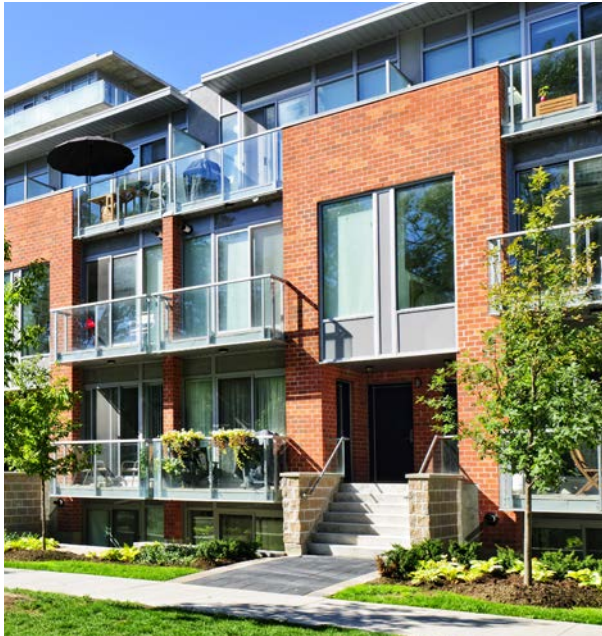
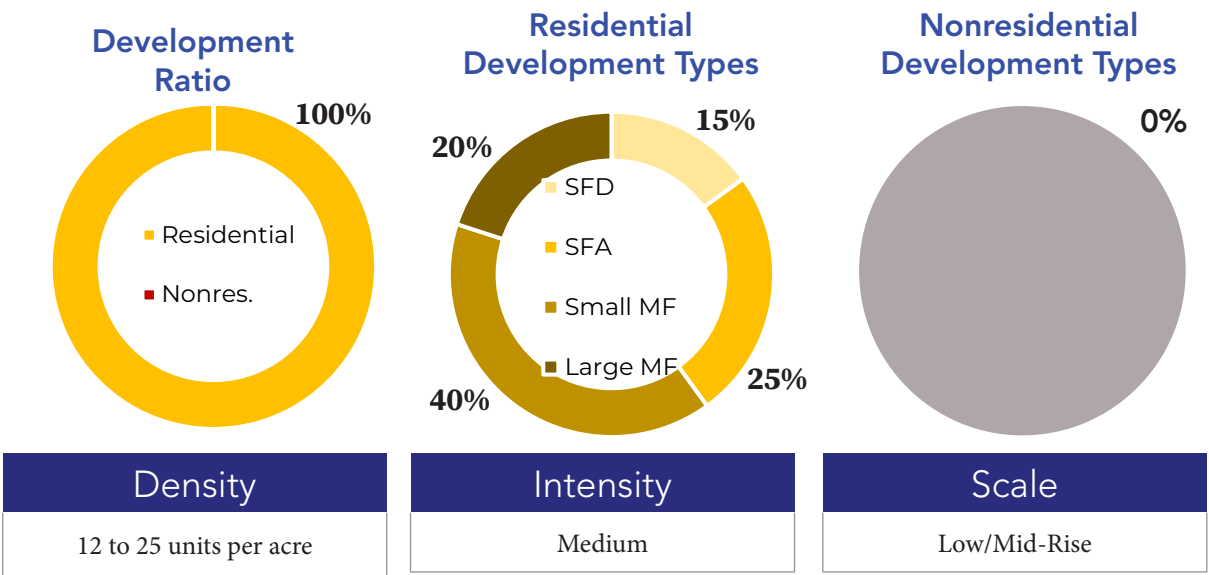
MIXED DENSITY NEIGHBORHOODS

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

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

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

Figure 3.5. Mixed Density Neighborhoods Land Use Mix Dashboard



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



12/27/23

City of Manor Development Services

Notification for a Rezoning Application

Project Name: Dominion Multi-Family Rezoning
 Case Number: 2023-P-1596-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting Regularly Scheduled meetings for the purpose of considering and acting upon a Rezoning Application for the Dominion Multi-Family apartments located at 12200 Tower Rd, Manor, TX from (IN-1) Industrial-Light to (MF-2) Multi-Family 25. The request will be posted on the agenda as follows:

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

Applicant: Dominion
Owner: Kenneth Tumlinson

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

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

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

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

Shaterica & Wesley Roberson
14401 ESTUARY RD
MANOR, TX 78653

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

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

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

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

Marco A. Zarate
14421 ESTUARY RD
MANOR, TX 78653

Phillip & Lillian Howard
11740 CARBROOK RD
MANOR, TX 78653

Jorge Nicanor
11736 CARBROOK RD
MANOR, TX 78653

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

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

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

Dechard & Doris Freeman
11720 CARBROOK RD
MANOR, TX 78653

John Allan Doranski
1801 ROBERT TYLER DR
KILLEN, TX 76542

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

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

Chasalyn M. Rowlett
11733 CARBROOK RD
MANOR, TX 78653

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

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

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

Vishal & Aparna Bhatnagar
11913 RIPARIAN RD
MANOR, TX 78653

Kenyata B. Jones
11917 RIPARIAN RD
MANOR, TX 78653

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

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

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

Mary L. Geil
11933 RIPARIAN RD
MANOR, TX 78653

Portia R. Vincent
11937 RIPARIAN RD
MANOR, TX 78653

Maria M. Williams
12001 RIPARIAN RD
MANOR, TX 78653

Rochan Bhuptani
752 SPRINGFIELD DR
CAMPBELL, CA 95008

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

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

Douglas & Glenda Sparks
12017 RIPARIAN RD
MANOR, TX 78653

Christopher & Denise Martinez
12200 TOWER RD
MANOR, TX 78653

Benjamin Taehoon Chung
PO BOX 812
MANOR, TX 78653

Stan Voelker
14401 N FM 973
MANOR, TX 78653

Emehul & Maria Alvarado
12101 TOWER RD
MANOR, TX 78653

Dee L. Brown
14200 SUNCREST RD
MANOR, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Services Agreement with Raftelis for Stormwater Utility Fee Implementation Services.

BACKGROUND/SUMMARY:

This item builds upon two previously approved Stormwater Fee services, the initial contract was authorized in April 2022 and was a study to evaluate the feasibility of a stormwater fee. The second contract was authorized in August 2023 after the City Council directed staff to finalize the stormwater fee and included finalizing the rate model and conducting public outreach. This third contract would fully implement the stormwater fee into our billing system if it's approved. This implementation with our billing system was planned to be done in-house, but due to staffing limitations, we requested a quote from Raftelis for them to perform this task, which they have experience with. The not-to-exceed cost for this third phase is \$20,000, with a completion date of June 2024.

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

- Services Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Services Agreement with Raftelis for Stormwater Utility Implementation Services.

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

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into the date of last signature herein (the, “Effective Date”), by and between the City of Manor Texas, a home-rule Texas Municipal Corporation (the “City”) and Raftelis Financial Consultants, Inc. (the “Contractor,” and the City and the Contractor may be at times referred to as the “Parties”).

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor shall undertake and complete the services described in the Scope of Work attached hereto and incorporated herein by reference as **Exhibit A** (“the Scope of Work
2. Should any term or condition that appears in the Scope of Work contradict or is not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over the terms conditions in the Scope of Work. As a condition of this Agreement, Contractor understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City.
3. **Term.** This Agreement shall be for a term (“the Initial Term”) beginning on the Effective Date ending as indicated on the Scope of Work.
4. **Compensation.** In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the Scope of Work, provided that the total amount for services under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000). Any increases in Compensation for subsequent terms from the Initial Term must be detailed in an amendment to this Agreement and are subject to the City’s budget reconciliation process. The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice.
5. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER, AS OF THE TIME AND AT THE LOCATION THE SERVICES ARE PROVIDED.
6. **Confidentiality and Ownership of Documents.** Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City, unless compelled by legal process. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement as a deliverable shall be the property of the City and shall be provided to the City by Contractor upon request by the City. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Contractor of any of its intellectual property, know-how or trade secrets.

7. **Non-Discrimination.** Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.
8. **Indemnification.** Contractor shall indemnify and hold harmless the City and its officers and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, in each case to the extent caused by the Contractor's negligence in the performance of this Agreement. This indemnification provision, however, shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."
9. **Independent Contractor.** Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.
10. **No Third-Party Benefit.** Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.
11. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.
12. **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.
13. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

Notices to the City of Manor:
City of Manor
Attn: City Manager
105 E. Eggleston St.
Manor, TX 78653

Notices to Contractor:
Raftelis Financial Consultants
807 East Main Street, Ste. 6-050
Durham, NC 27701

With a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz

223 West Anderson Lane, Suite A-105
Austin, TX 78752

14. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
15. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.
16. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.
17. This Contract may be executed in two or more counterparts, each of which will be deemed and original, but all of which together constitute one and the same instrument.
18. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
19. To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
20. Contractor 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 Contract. 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 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 the preceding statement in (A).
21. Contractor 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 Contract. 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.

22. 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 Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
23. Contractor represents and warrants that Contractor is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the Contractor to his Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the Effective Date as it appears above.

THE CITY OF MANOR, TEXAS

Raftelis Financial Consultants, Inc.

Scott Moore, City Manager

BY: _____

TITLE: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

Exhibit A
Cost Summary
(SEE ATTACHED)

January 26, 2024

Mr. Scott Moore, City Manager
105 E. Eggleston Street
PO Box 387
Manor, TX 78653

Subject: Stormwater Utility Fee Implementation Services

Dear Mr. Moore,

Raftelis is pleased to provide the City of Manor (City) with this proposal for Stormwater Fee Implementation Services. The goal is to assist the City with implementing the stormwater fee. This proposal would support and enhance services provided under the existing Stormwater Financial Planning and Rate Study (Phase 2) engagement, while current in-house vacancies limit the City's capacity to independently implement the fee.

Project Team

For this engagement, the Raftelis team will include Jennifer Tavantzis as Project Manager. Chris McPhee and Maia Setzer will serve as subject matter experts. We'll include staff consultants as needed on the project.

Scope of Work

Included in Attachment A is the scope of work outlining tasks for this engagement. This project will enable the City to implement the stormwater fee previously introduced to and supported by the City Council. Raftelis will assist the City with configuring the utility billing system to add the stormwater fee structure and rates, add the stormwater fees to existing accounts and establish stormwater only account files, generate sample utility bills for review and approval by the City, test utility billing and receive approval of City staff, and update data as required by review of test files. This scope complements the Phase 2 engagement and allows the City to fully implement the stormwater fee while navigating current staffing vacancies.

Budget and Timeline

For this engagement, we propose a not-to-exceed cost of \$20,000. In Attachment B, you will find a detailed timeline. It is our practice to bill monthly based on actual time and expenses. Total fees and expenses will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is received.

We look forward to assisting the City of Manor to finalize the stormwater fee implementation. Should you have any questions or need additional information, please contact me at 919-475-5257.

Sincerely,

Jennifer Tavantzis



Vice President
Raftelis Financial Consultants

ATTACHMENT A – Scope of Work

Task 1: Project Management

This task is complementary and not in addition to the existing engagement. The task comprises both the project initiation tasks and continuing project management tasks. The team will meet with the City project manager and project staff to kick off the project. A virtual kick-off meeting will be held where the Raftelis team will work with the City team to review the scope of work. In addition to the detailed review of scope items, which will affect the budget for the project as well, the team will discuss the schedule in detail. Project management throughout the project is also covered under this initial task. We will provide consistent and competent project management to ensure project success and adherence to timelines and budgets. Our management approach stresses transparency, communication, teamwork, objectivity, and accountability for meeting project objectives. Management responsibilities extend to general administrative duties such as client correspondence, billing, and project documentation.

Task 2: Establish Secure Access to Test and Production Billing System Environments

Raftelis will work with City Information Technology and/or appropriate vendors to establish secure remote read/write access to the test and production environments of the utility billing software. This includes system orientation with IT and Finance staff and software providers if necessary.

Task 3: Configure Utility Billing Software to add Stormwater Fee Type

Raftelis will work with the City's staff, billing agent and software provider to create a stormwater service fee type and configure the rate structure within the billing system, Incode. Raftelis will input stormwater rates and add services to existing utility accounts. Raftelis will also create stormwater only accounts for non-residential properties not currently billed utility fees. This may require manual creation of accounts and configuration or the import of files.

Task 4: Import Data and Test

The Raftelis team will import appropriate fee data (accounts, fee types, units of measure, etc.) through the configuration task (Task 3) and test customer class scenarios. This process will ensure City staff have the necessary tools to make changes to accounts or the stormwater fee structure as needed in the future. Each scenario will be reviewed with and approved by City staff.

Task 5: Review of Utility Invoices

Working with the City's billing agent, Raftelis will generate sample utility invoices and review these with City staff. This task will ensure the resulting invoices issued to the City's customers are accurate and reflect the professionalism expected by your customers. As part of this task, Raftelis will export a full account listing to be reviewed and approved by the City.

Task 6: Data Maintenance

In addition to the Data Maintenance task in our Phase 2 engagement, Raftelis will assist City staff with any updates to the stormwater fee data that may occur due to customer inquiries or customer-driven updates during the first three months of utility billing. This will ensure your new staff are comfortable with the billing process.

ATTACHMENT B – Schedule

	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Project Management					
System Access					
Configure Software					
Test Scenarios					
Review Invoices					
Data Maintenance					

Raftelis

Joint efforts

City of Manor, Texas accepts the terms of this engagement letter.

Approved by:	Name of Signatory:
Title:	Date:



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Second Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch.

BACKGROUND/SUMMARY:

This amendment clarifies how wastewater facilities will be constructed for the Monarch Ranch and New Haven subdivisions. Portions of the facilities will be constructed by Monarch Ranch (Segments B, C, D, and E), and New Haven will construct Segment A. However, Monarch has provided authorization for New Haven to construct Segment B if Monarch fails to construct it. Additionally, the amendment also clarifies that impact fees payments are capped at the cost of the infrastructure less any oversizing costs paid for by the city.

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

- Agreement

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Second Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch.

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

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR MONARCH RANCH**

This Second Amendment to the Development Agreement Establishing Development Standards for Monarch Ranch (this “**Second Amendment**”) is dated effective February ____, 2024 (the “**Second Amendment Effective Date**”) and is entered into between the **City of Manor**, a Texas home-rule municipal corporation (the “**City**”), **Monarch Ranch at Manor, LLC**, a Texas limited liability company (“**Monarch Developer**”), **Enfield Partners LLC**, a Texas limited liability company, as to a 40% undivided ownership interest, **Birdview LLC**, a Texas limited liability company, as to a 10% undivided ownership interest, **MP 973, LLC**, a Texas limited liability company, as to a 25% undivided ownership interest, and **Payne Travis LLC**, a Texas limited liability company, as to a 25% undivided ownership interest (collectively “**Enfield Developer**”) (collectively referred to as the “**Developers**”), and **Gregg Lane Dev LLC**, a Texas limited liability company (“**Gregg Lane Dev LLC**”) hereby joins and consents to this Second Amendment for the limited purposes described herein. Enfield Developer and Monarch Developer are sometimes referred to, collectively, herein as the “**Developers**.” The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties**.”

RECITALS:

A. City and Developers previously entered into that certain Development Agreement Establishing Development Standards for Monarch Ranch dated effective May 4, 2022, and that certain First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch dated effective December 21, 2022 (collectively the “**Agreement**”), for that certain residential and commercial project located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. The Agreement provides, among other things, provisions related to related to wastewater service and Impact Fee reimbursements.

C. The City and Developers desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Second Amendment to address the wastewater service construction obligations as well as payment of rebates for the wastewater service infrastructure constructed.

AGREEMENT:

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

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

2. **Capitalized Terms.** All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3. Wastewater Service. Subsection 5(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(b) **Wastewater Service Construction Obligations.** The Monarch Developer is solely responsible for the engineering and construction of the wastewater lines, infrastructure and facilities necessary to serve the Property, as more particularly depicted and identified on **Exhibit B** attached as “Segment B Gravity Line” between points 2 and 3, and “Segment C”, “Segment D” and “Segment E” between points 3 and 6 (the “**Wastewater Service**”).

Monarch Developer is authorized to and may transfer its responsibility for the engineering and construction of the wastewater lines, infrastructure and facilities necessary to serve that portion of the Wastewater Service identified as “Segment B Gravity Line” on **Exhibit B** to Gregg Lane Dev LLC, conditioned on Gregg Lane Dev LLC commencing and completing the construction of the wastewater lines within the time-line agreed upon between Monarch Developer and Greg Lane Dev LLC. Monarch Developer further agrees to grant an easement to the City of Manor on, over and across the Monarch Property in the location identified as the “Segment B Gravity Line” on **Exhibit B** for the City to provide wastewater service to the Property and to the Gregg Lane Dev. LLC adjoining property. Monarch Developer and Gregg Lane Dev LLC, as applicable, are authorized to construct the wastewater lines within the City Wastewater easements.

Monarch Developer and Gregg Lane Dev LLC, as applicable, shall submit construction plans for the Wastewater Service to the City for review and approval; and will fund and pay for the design, construction and installation of the Wastewater Service in accordance with the approved construction plans, applicable local, state and federal regulations and good design and engineering practices. The Wastewater Service may be constructed in one or more phases as mutually agreed upon by the City, Monarch Developer and if applicable, Gregg Lane Dev LLC. Monarch Developer and if applicable, Gregg Lane Dev LLC will obtain City acceptance of the Wastewater Service in accordance with the procedures and time frames set forth in the City’s Subdivision Ordinance for each phase of the Wastewater Service, when completed. The Monarch Developer shall be entitled to the wastewater Impact Fee Rebates (defined herein) as provided in Section 6 and if applicable, the cost for Oversizing as provided in (d) below, subject to the provisions and limitations set forth in this Agreement.”

4. Impact Fee Rebates. Subsection 6(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Subject to Section 5(b), the City’s Capital Improvement Plan (CIP) update and the terms and provisions of this Agreement, the Monarch Developer will be paid a rebate of that portion of each Impact Fee received by City for the provision of wastewater service to each lot or building site served by the Wastewater Service equal to fifty percent (50%) of each Impact Fee up to Monarch Developer’s cost for the infrastructure less any oversizing payment made by City to Monarch Developer in accordance with Section 5(d) (the “Reimbursement Amount”), until the earlier to occur of (1) the Monarch Developer receiving rebates of Impact Fees equal to the Reimbursement Amount; or (2) termination of this Agreement (each being an “Impact Fee Rebate” and collectively the “Impact Fee Rebates”). The payments will be made on or before the 15th day

of each April, July, October and January following the date the City receives Impact Fees for connections served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Wastewater Service, whichever is greater, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees of \$4,470.00 for the connection of each of 10 LUEs to the Wastewater Service in the months of January, February and March, then, in that event, on or before the 15th day of April, the City will rebate to the Monarch Developer (or its assignee) an amount equal to fifty percent (50%) of those collected Impact Fees.”

5. Exhibit. **Exhibit B** – Wastewater Service is hereby deleted in its entirety and replaced with a new **Exhibit B** – Wastewater Service attached to this Second Amendment.

6. Ratification of Agreement/Conflict. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Second Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Second Amendment conflicts or is inconsistent with the Agreement, the provisions of this Second Amendment shall control.

7. No Waiver. Neither City’s nor Developer’s execution of this Second Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party’s obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

8. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

9. Entire Agreement. This Second Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Second Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

10. Covenant Running with the Land. The Agreement, as amended by this Second Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Agreement) and shall run with the land. A copy of this Second Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Second Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Second Amendment.

11. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Second Amendment.

12. Interpretation. This Second Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Second Amendment.

13. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this Second Amendment. In addition, the individual who executes this Second Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

14. Severability. If any provision of this Second Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Second Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Second Amendment.

15. Anti-Boycott Verification. To the extent this Second Amendment 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 2271 of the Texas Government Code, and subject to applicable Federal law, Developers and Gregg Lane Dev LLC represent that neither Developers, Gregg Lane Dev LLC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers or Gregg Lane Dev LLC (i) boycotts Israel or (ii) will boycott Israel through the term of this Second Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

16. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Second Amendment constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developers and Gregg Lane Dev LLC represent that Developers and Gregg Lane Dev LLC nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers or Gregg Lane Dev LLC is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

17. Anti-Boycott Verification – Energy Companies. The Developers and Gregg Lane Dev LLC hereby verify that they and their 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 Second Amendment. 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 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 the preceding statement in (A).

18. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developers and Gregg Lane Dev LLC hereby verify that they and their 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 Second Amendment. 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.

19. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED in multiple originals, and in full force and effect as of the Second Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS
A Texas Home Rule Municipal Corporation

By: _____
 Dr. Christopher Harvey, Mayor

ATTEST:

 Lluvia T. Alvaraz, City Secretary

STATE OF TEXAS
 COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 2024 by Dr. Christopher Harvey, Mayor of Manor, Texas, a Texas home rule municipality on behalf of the City.

 Notary Public for Texas

DEVELOPER:

MONARCH RANCH AT MANOR LLC

By: _____
David B. Blackburn, Manager

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This instrument was acknowledged before me on the ____ day of _____, 2024
by David B. Blackburn, Manager of Monarch Ranch at Manor LLC on behalf of the entity.

Notary Public for Texas

ENFIELD DEVELOPER:

ENFIELD PARTNERS LLC

By: _____
Russell T. Thurman
Manager/Member

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2024
by Russell T. Thurman, manager of Enfield Partners LLC on behalf of the entity.

Notary Public for Texas

BIRDVIEW LLC

By: _____
Bryan White, Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2024
by Bryan White, manager of Birdview LLC on behalf of the entity.

Notary Public for Texas

MP 973 LLC

By: _____
Martin B. Payne, Manager/Member

STATE OF TEXAS
COUNTY OF FAYETTE

This instrument was acknowledged before me on the ____ day of _____, 2024
by Martin B. Payne manager of MP 973 LLC on behalf of the entity.

Notary Public for Texas

PAYNE TRAVIS LLC

By: _____
John Thurman Payne

STATE OF TEXAS
COUNTY OF LLANO

This instrument was acknowledged before me on the ____ day of _____, 2024
by John Thurman Payne, manager of Payne Travis LLC on behalf of the entity.

Notary Public for Texas

CONSENTING PARTY

Gregg Lane Dev LLC, a Texas limited liability company, hereby joins and consents to the execution of this Second Amendment solely for the purpose of agreeing to the terms, obligations and provisions outlined in this Second Amendment and expressly applicable to Gregg Lane Dev LLC.

GREGG LANE DEV LLC,
a Texas limited liability company

By: _____

Name: _____

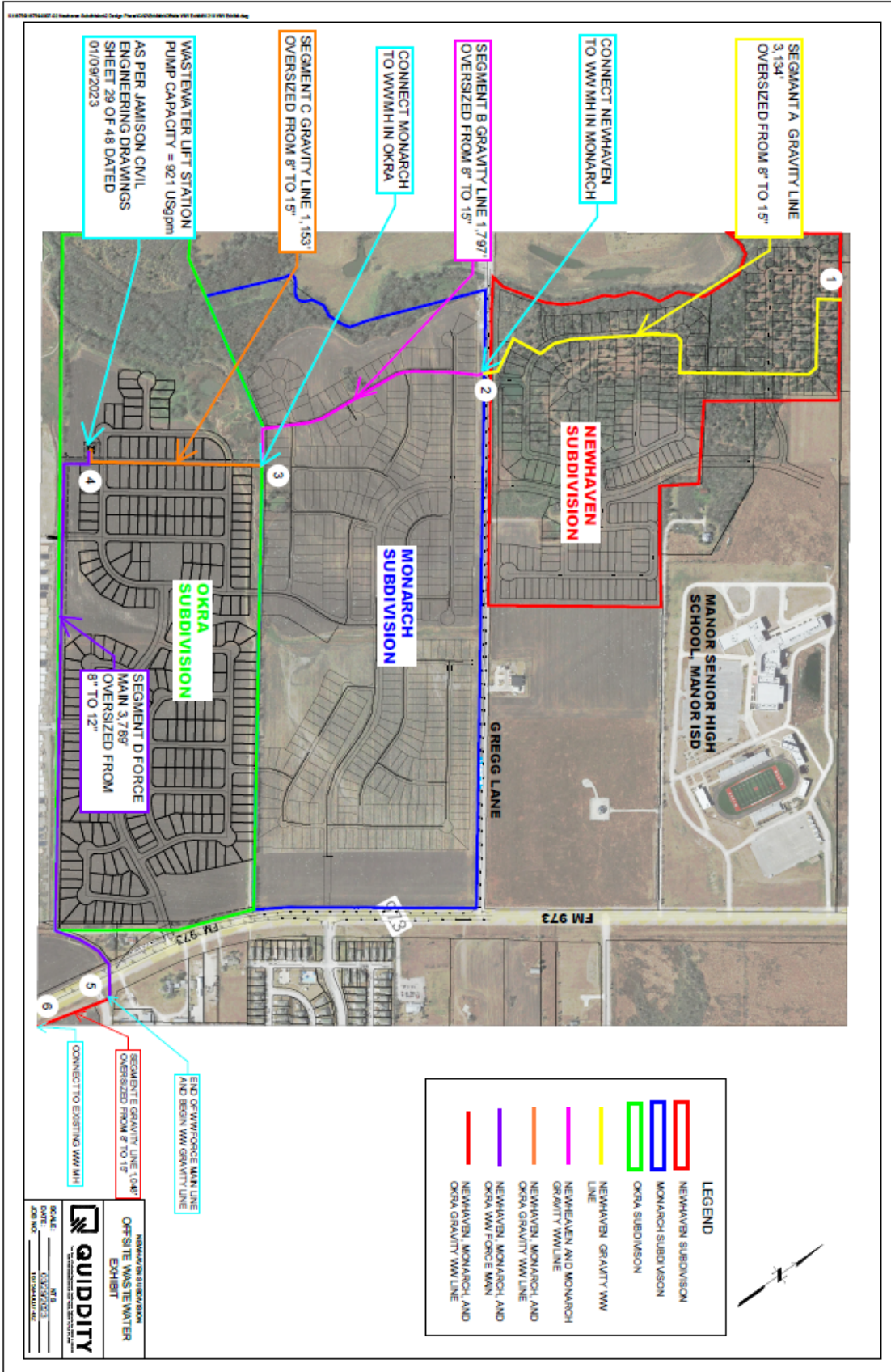
Title: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, _____ of Gregg Lane Dev LLC, a Texas limited liability company on behalf of the entity.

Notary Public for Texas

EXHIBIT B
WASTEWATER SERVICE





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the First Amendment to the Services Agreement with Nearmap US, Inc.

BACKGROUND/SUMMARY:

The initial Nearmap contract was approved in February 2023 and this is renewal of that contract. The annual cost increased from \$6,000 to \$7,500. This amendment provides that the city receive notice from Nearmap at least 60 days prior to the contract's term of any rate increases for the following contract period so we can decide if we'll continue with the product and be able to provide Nearmap a cancellation notice within 30 days of the contract term.

Nearmap provides high-resolution satellite imagery of the city and surrounding area, and it's updated at least three times annually.

The service has been well used by all departments including Development Services, Engineering, Public Works, Police, Economic Development, and Heritage and Tourism. We currently have 16 active users of the system.

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

- First Amendment to the Services Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the First Amendment to the Services Agreement with Nearmap US, Inc and authorize the City Manager to sign.

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

STATE OF TEXAS)
)
 COUNTY OF TRAVIS) **FIRST AMENDMENT TO SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (the, “First Amendment”) entered into this ____ day of _____, 20__ (the, “Effective Date”) by and between the City of Manor, Texas, a home-rule Texas Municipal Corporation (the, “City”) and Nearmap US, Inc., a Delaware corporation with its headquarters located at 1850 W Ashton Blvd, Suite 500, Lehi, UT 84043 (the, “Contractor,” and the City and the Contractor may be at times referred to as the in the singular as, “Party,” and jointly as, “Parties”).

WHEREAS, the City and the Contractor entered into that certain Service Agreement, executed by the City on the 21st day of February, 2023 (the, “Service Agreement”), and;

WHEREAS, the City and the Contractor desire to renew the agreement and change the price which requires a signed amendment pursuant to the Service Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Parties agree to the following:

1. The Parties agree to renew the Service Agreement for a twelve (12) month period, commencing on February 21, 2024 and ending on February 20, 2025, at a price not to exceed \$7,500.00 according to the quote attached hereto as **Exhibit A** and incorporated by reference herein (the, “Quote”).
2. If any term or condition of the Quote is inconsistent or contradicts any term or condition of the Service Agreement or this First Amendment, the terms or conditions of the Service Agreement or First Amendment supersede and control over those terms and conditions in the Quote.
 - a. The following terms and conditions are specifically deleted or amended:
 - i. Section 1.3 is deleted in its entirety and amended to read, “**Renewal** Notwithstanding anything else in this Agreement, Nearmap shall provide Licensee a sixty (60) day notice prior to the expiration (“Expiry”) of the Term of Nearmap’s intention to increase the price for the Products and the amount of the increase. In turn, Licensee shall provide Nearmap a thirty (30) day notice prior to the Expiry of Licensee’s intention to not renew the Agreement at the end of the Term due to the price increase. If notice is not provided by either party, the parties shall renew the Agreement for an additional twelve (12) month Term prior to the expiration of the current Term.
3. **INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY**

FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY THE CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS FIRST AMENDMENT AND SERVICE AGREEMENT.

4. All other terms and conditions of the Service Agreement are unaffected by this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in duplicate originals and effective as of the Effective Date.

THE CITY OF MANOR, TEXAS

NEARMAP US, INC.

Scott Moore, City Manager

By: _____

Title: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

EXHIBIT A
QUOTE
[SEE ATTACHED]

Nearmap US, Inc.
 10897 South River Front Parkway, Suite 150
 South Jordan, UT 84095 USA
Phone: +1 (801) 609 7250

Customer Name	City of Manor, TX	Quote Number	Q094869
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	02/22/2024
Subscription Term	12 Month	Account Rep	Stephanie Nagle stephanie.nagle@nearmap.com
Subscription Start Date	02/22/2024	Payment Term	Net 30
		Payment Method	Invoice
Bill To	City of Manor, TX Scott Dunlop 105 East Eggleston Street, Manor, Texas, 78653 512/215/8262 sdunlop@manortx.gov	Ship To	City of Manor, TX Scott Dunlop 105 East Eggleston Street, Manor, Texas, 78653 512/215/8262 sdunlop@manortx.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$7,500.00
Estimated Tax			\$0.00
Total			USD \$7,500.00

ACCEPTANCE OF Q094869 will constitute an Agreement with Nearmap

By selecting “**Yes**” or **signing below**, you acknowledge that (a)(i) the attached terms and conditions will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (iii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Additional Terms and Conditions



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section B.1717 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products only for the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Unless otherwise notified by the Licensee in writing at least thirty (30) days prior to the expiry of the Term of its intention not to renew this Agreement and subject to any amendments to this Agreement required by Nearmap, the Term will automatically be renewed for successive renewal terms of twelve (12) months each (each a "**Renewal Term**").
- 1.4 **Product Updates** Nearmap may from time to time supply the Licensee with a Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the new Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
 - (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
 - (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.2 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighboring local government).
- 2.3 **Employees** Subject to sections 1.1 and 1.2, the Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. These employees are deemed to be Authorized Users. The Licensee is responsible and liable for all Authorized Users who use the Licensee's account access details or use Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.4 **No machine learning** The Licensee must not conduct machine learning work

in connection with this Agreement on any Products, which includes but is not limited to running any:

- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

- 2.5 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

- (a) use its access to the Products under this Agreement for the purposes of creating a database of imagery for resale, distribution, sublicense, or other commercial purposes, or for mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

- 2.6 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

- 2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

- (a) provide a link to another URL;
- (b) upload content or other information to the Website (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
- (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.

- 2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.7 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User who is not the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:

- (a) cancel that user's access;
- (b) immediately cease the Licensee's access to the Product;
- (c) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
- (d) exercise any other right available to Nearmap under the terms of this Agreement or at law.

- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website and APIs remain available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- allocate such resources as may be necessary to remedy the Fault; and
 - otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its usual record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
 - recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
 - terminate this Agreement in accordance with section 6.1. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
4. **FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in this Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of this Agreement, and Nearmap elects to terminate this Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Subject to section 1.3, Nearmap may, at its absolute discretion, increase the price, for the Products at the end of the Term by an amount which reflects up to the current rate of Inflation plus 2.5%.
5. **THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
 - the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
 - the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
 - the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
 - License;
 - Products; and
 - Website.
6. **TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.
- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

- (a) the other party breaches any of its obligation under this Agreement, remedy and fails to remedy that breach within fourteen (14) days after notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in this Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate this Agreement.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- the License immediately terminates and the Products will no longer be available to the Licensee;
 - the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
 - subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of this Agreement, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
7. **INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, APIs, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in this Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under this Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for the Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
8. **THIRD PARTY PROVIDERS**
- 8.1 The Licensee acknowledges and accepts that Nearmap engages with Third Party Providers in order to provide the Products under this Agreement. The provision of the Products is contingent upon adequate delivery of products and services by those Third Party Providers and are subject to those Third Party Provider terms and conditions (as updated from time to time). By entering into this Agreement, the Licensee agrees that where applicable they must comply with those terms and conditions which are applicable to the use of those Third Party Providers products, where incorporated into Nearmap's Products. Nearmap has set out the type of Third Party product or services incorporated into Nearmap's Products and the relevant Third Party Providers terms and conditions below for reference.
- Google** – https://maps.google.com/help/terms_maps.html in connection with the use of Google Street Maps;
 - NASA/NCAS** – <https://www.nearmap.com/au/en/legal/copyright> in connection with viewing satellite imagery on the Website; and
 - Precisely** – <https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement> in connection with viewing property datasets on the Website and/or through an API.
9. **WARRANTY AND LIABILITY**
- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, THIRD PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS

- FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE AND/OR OBTAINED THROUGH AN API. THE PRODUCTS, THE WEBSITE AND APIS MAY BE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS, THE WEBSITE OR APIS.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR APIS, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, THE WEBSITE OR THE APIS, EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider except to the extent it was caused or contributed by the acts, defaults or omissions of Nearmap.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:
- the Licensee's actual or alleged breach of any provisions of this Agreement;
 - the Licensee's use of the Product for any purpose; and
 - the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.
- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.
- 10. COPYRIGHT COMPLAINTS**
- 10.1 If any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- promptly notify Nearmap of any such Infringement Claim;
 - not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
 - permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
 - provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- that arises from any:
 - use of the Product in violation of this Agreement;
 - modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product

- applicable to the Infringement Claim; or
- third-party products, services, hardware, software, or other material in combination of these with the Products, which would not be infringing without this combination; or
- if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.
- 11. PRIVACY POLICY**
- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products.
- 12. FORCE MAJEURE**
- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):
 - that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
 - the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
 - Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
- 13. CONFIDENTIALITY**
- 13.1 Subject to any other written agreements between the parties in connection with this Agreement, any information provided in writing or orally or data provided by either party under this Agreement ("**Discloser**") to the other party ("**Recipient**") and marked or identified as proprietary or Confidential Information shall not be disclosed for a period of three (3) years from termination or expiry of this Agreement, unless mutually agreed in writing by the parties. The parties will disclose Confidential Information only to their employees who have a need to know for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect their own confidential or proprietary information of similar nature and with no less than reasonable care.
- 13.2 The confidentiality obligations do not apply to the Recipient if:
 - the Discloser has first agreed in writing to the particular disclosure, use, or copying;
 - the Confidential Information was generally known by or available to the public through no wrongful act of the Recipient or otherwise than as a consequence of a breach of this Agreement;
 - the Confidential Information was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Confidential Information; or
 - the disclosure of Confidential Information is legally compelled due to compliance with federal and state laws or an order by a court.
- 13.3 Immediately upon termination or expiry of this Agreement, the Recipient must (at its expense):
 - cease all use of the materials and Confidential Information;
 - destroy or return (at the Discloser's discretion) the Confidential Information to the Discloser together with all copies, reproductions and summaries of the same;
 - destroy all of its notes, memoranda and records (in whatever form) containing, referring to or based on the Confidential Information;
 - ensure that any person who receives the Confidential Information by the Recipient's authority returns the Confidential Information to the Discloser in any form in which it is held or destroys it and gives evidence of its destruction to the Discloser; and
 - provide to the Discloser a written certificate confirming compliance with the requirements under this section.
- 14. NOTICES**
- 14.1 All notices and consents will be in writing and will be considered delivered and

- effective upon receipt (or when delivery is refused) when:
- personally delivered;
 - sent by registered or certified mail (postage prepaid, return receipt requested);
 - sent by nationally recognized private courier (with signature required and all fees prepaid); or
 - sent by email with confirmation of transmission.
- 14.2 Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.
15. **TECHNOLOGY EXPORT**
- The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.
16. **MISCELLANEOUS TERMS**
- 16.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with Nearmap's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Nearmap from time to time.
- 16.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 16.3 **Precedence of Documents** This Agreement is comprised of:
- the Additional Terms and Conditions under Schedule 1;
 - the Quote and attached Schedules;
 - any Product-Specific Terms; and
 - this products agreement.
- If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. If the Licensee purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's and/or reseller's purchase order.
- 16.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 16.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 16.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 16.7 **Severability** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 16.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 16.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 16.10 **Entire Agreement** This Agreement:
- comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - supersedes any prior agreement or understanding on anything connected with that subject matter.
- 16.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.
- 16.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.
- 16.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee conducts business (without giving effect to the conflicts of laws provisions thereof).
17. **DEFINITIONS**
- In this Agreement:
- Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, "control" means ownership, directly or indirectly, of at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product through the Website or API.

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in the State of Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of a party or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Discloser has the meaning given in section 13.1.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Force Majeure Event has the meaning given in section 12.1.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Infringement Claim has the same meaning given in section 10.1.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm MT.

Periodic Allowance or Periodic Data Allowance means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- Commercial Purpose;
- Unlawful Purpose;
- Integration, or attempt to integrate, the Products in an internal system of the Licensee or of a third party; and
- Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Recipient has the meaning given in section 13.1.

Renewal Term has the meaning given in section 1.3.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

URL means a Uniform Resource Locator.

Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

- a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
- b. **Fair Use Policy** means this policy;
- c. **Nearmap, we, us or our** means Nearmap US, Inc.;
- d. **Products** has the meaning given to that term in Your Nearmap Agreement;
- e. **Services** has the meaning given to that term in Your Nearmap Agreement;
- f. **You or Your** means any customer of Nearmap;
- g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
- h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

- a. restrict Your access to low resolution imagery for the remainder of the month; and/or
- b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- c. restrict Your access for the remainder of the month; and/or
- d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Section 15.03.023 Bufferyard Standards for Lot 3, Block KK, Phase 1A, Presidential Glen Subdivision, to install a minimum of 30 evergreen trees and 112 evergreen shrubs.

BACKGROUND/SUMMARY:

This lot is between the Presidential Glen neighborhood and US 290. The back portion of the lot is adjacent to single-family homes and a detention pond. Our code requires that when a commercial property is developed directly adjacent to residential uses, that a 25' bufferyard is installed which includes 4 large or medium evergreen trees and 15 evergreen shrubs per 100 linear feet.

This property is encumbered by a 100' wide LCRA easement which prevents the installation of our prescribed plantings since the LCRA restricts certain plants that may grow too tall. Smaller trees and shrubs are permitted however, and those are proposed to be planted with this variance request. The trees and shrubs requested to be planted meet the intent of the code, which is to visually screen the commercial activity from the residential, while also complying with LCRA requirements.

The only modification suggested to be discussed is the length of the proposed plantings. As currently requested, the bufferyard plantings are kept outside of the drainage and storm sewer easements that outflow from the detention pond in Presidential Glen. There is a 4-5' berm that does provide some visual buffer to the residential units on the other side of the detention pond, but the berm does not provide the same level of screening as the areas that are to be planted. Typically, plantings would be kept outside of drainage easements due to potential inundation and also for maintenance purposes, but the outfall channel where storm water usually flows is much narrower than the full drainage easement, so it is possible to plant additional trees to provide visual screening above the 4-5' berm up to that outfall to provide screening along the majority of the property boundary with the single family homes.

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

- Variance Request
- Bufferyard Exhibit

STAFF RECOMMENDATION:

The City Staff recommends that the City Council discuss extending bufferyard trees the full length of the property boundary with the single-family neighborhood and approve a waiver from Manor Code of Ordinances, Section 15.03.023 Bufferyard Standards for Lot 3, Block KK, Phase 1A, Presidential Glen Subdivision, to install a minimum of 30 evergreen trees and 112 evergreen shrubs.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None



January 26, 2024

Mr. Scott Dunlop
Director of Development Services
City of Manor City Hall
105 East Eggleston Street
Manor, Texas 78653

RE: Request for Bufferyard Variance
Proposed Presidential Glen Self Storage Facility (Presidential Glen, Phase 1A, Lot 3 Block KK)
13201 Bois D'Arc Road
West Elgin Development Corporation, Developer

Mr. Dunlop,

Please consider this letter as a formal request on behalf of the referenced developer for a variance to the ordained bufferyard requirement for commercial uses as detailed in Section 15.03.023 for the referenced property due to two (2) mitigating factors necessitating an undue burden for meeting the letter of the ordinance. First, the entire northern 100' is included in an LCRA electrical easement, which significantly reduces the developable area and limits the size of the trees and shrubs. Secondly, there is a considerable swath of drainage easement bifurcating the lot east and west, further reducing the developable area and limiting construction of walls and installation of landscape plants.

This project and lot have previously obtained a landscape variance that reduced the required plantings by the amount of unusable drainage easement. The proposed required project landscaping plan has already been reviewed and approved by staff. This variance request is only addressing the additional bufferyard requirements.

The developer of this lot, desiring to meet the intent of the aforementioned bufferyard requirement, reducing visibility to the side or rear of commercial developments from homes in the adjacent development, and desiring to salvage developable area of their lot, which is currently reduced by over 50%, is proposing to meet as much of the Section 15 Bufferyard requirement as possible within the only practical areas and eliminating the bufferyard requirement in the unusable, undevelopable and disallowed drainage and storm sewer easements that run along 40% of the north property line with the adjacent R-1 Single Family Residential District.

Concerning the landscaping portion of the Bufferyard requirement, the developer is proposing to install a 25' wide bufferyard, in accordance with Section 14.02.020, with a size and variety of small trees/ large shrubs that meet the screening intent of the ordinance as well as meeting the LCRA limitations within their easement. As per the attached Exhibit A Proposed Bufferyard Area, the developer is proposing to install thirty (30) large variety Yaupon Hollies to meet the medium evergreen tree requirements of four (4) per 100LF and one hundred twelve (112) Wax Myrtle shrubs to meet the shrub requirement of



fifteen (15) per 100LF. The plantings will be installed for 745' of the northern boundary and runs 133' east of the last residential backyard and nearly 30' east of the last proposed storage building.

Concerning the construction of a 6' wall separating the commercial zoning from the residential, the developer proposes to install the wall in the same area as the bufferyard plantings. The wall shall be installed 1' from the property line and run along the north boundary to 133' east of the last residential backyard. The total length of the bufferyard wall, and the associated plantings, shall be 745'.

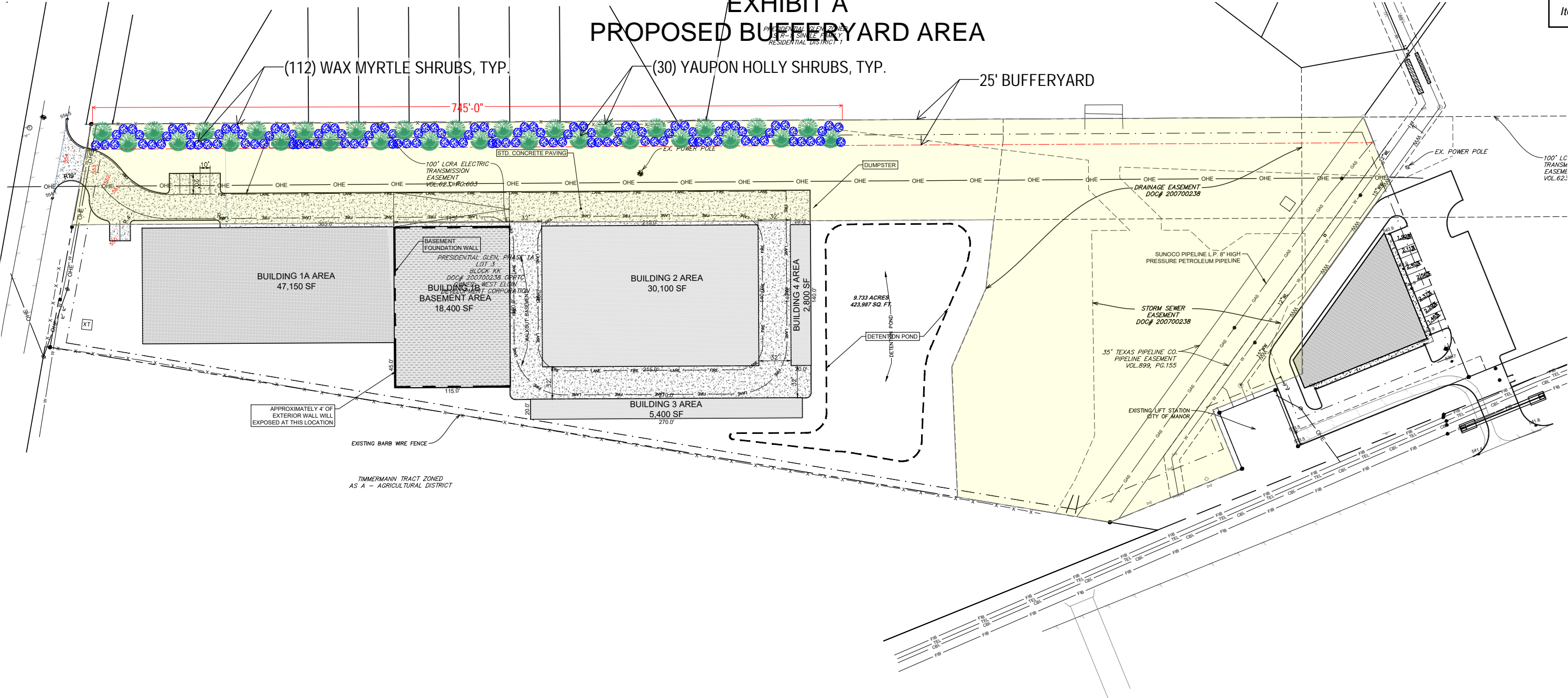
Upon review and consideration, let me know if there are any concerns with providing staff recommendation as submitted. Also, notify as soon as possible if there are any other documents needed to complete the review and submit for the next city council meeting during the first full week of February.

Thank you for your time and consideration for this request.

Sincerely,

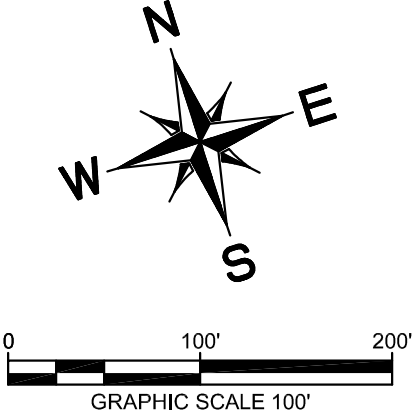
Brian Baca, Principal

EXHIBIT A
PROPOSED BUFFERYARD AREA



VARIANCE EXHIBIT

Presidential Glen Storage





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible Action on a Resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District-IA#1 Reimbursement Agreement.

BACKGROUND/SUMMARY:

The purpose of this agreement (the "Reimbursement Agreement") is to establish the City's intent to reimburse the developer for PID improvements that the City will accept before levying PID assessments and issuing PID bonds. As a general rule, a city cannot pay or reimburse a developer for improvements that the City has acquired and already owns. There is an exception for PID improvements if a city, before accepting the improvements, has expressed an intent to acquire the improvements with PID funds (assessments or bonds) at a future time, and before assessments are levied. The Reimbursement Agreement considered in this item establishes that intent and as such will allow the City to acquire improvements now and then reimburse the developer for those improvements after the levy of PID assessments.

The developer is asking for this agreement now so that the City can accept already constructed PID improvements. By accepting those improvements, the City will allow the developer to get its plats approved so it can continue with the development of the PID.

The Reimbursement Agreement considered with this item provides that the City's obligation to pay for the accepted improvements begins only after the assessments are levied. (See, Sections 5 and 6(a)). As such, the City can accepted the improvements now and its payment obligation will begin after a method of payment (assessments and possibly bonds) has been authorized and established.

The maximum reimbursement amount as stated in the resolution is \$ 11,035,500 and is calculated based on the anticipated maximum amount of assessments that can be levied on property within the PID.

LEGAL REVIEW: Yes, Gregory Miller, Bond Counsel

FISCAL IMPACT: The amounts to be paid under this agreement will be funded from assessment revenues and not from the City's general or operating fund.

PRESENTATION: No

ATTACHMENTS: Yes

- Resolution No. 2024-03
- Reimbursement Agreement

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2024- 03 of the City of Manor, Texas approving and authorizing the Manor EntradaGlen Public Improvement District Improvement Area #1 Reimbursement Agreement.

PLANNING & ZONING COMMISSION:

X Recommend Approval

Disapproval

None

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND AUTHORIZING THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #1).

WHEREAS, the City Council of 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 EntradaGlen Public Improvement District pursuant to Resolution No. 2018-06 adopted by the City Council of the City (the “City Council”) on July 18, 2018; and

WHEREAS, the City received the “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” on October 28, 2020, and the City Council conducted a public hearing on December 2, 2020, to consider the said petition; and

WHEREAS, on December 2, 2020, the City Council approved Resolution No. 2020-16 authorizing, establishing and creating the EntradaGlen Public Improvement District (the “District”) to finance certain public improvements authorized by the PID Act (the “Authorized Improvements”) in part with assessments levied against property within the District that will directly benefit from such improvement; and

WHEREAS, in connection with the development of the property within the District the City Council intends to approve the forms, terms, and/or provisions of a Reimbursement Agreement to be by and between Las Entradas Development Corporation and Cottonwood Holdings, LTD (together, the “Developers”) and the City.

WHEREAS, this Resolution and the Reimbursement Agreement are in furtherance of the purposes stated in that certain Development Agreement by and between the City and the Developers having an effective date of July 7, 2021, and as subsequently amended; 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. Approval of Reimbursement Agreement. The EntradaGlen Public Improvement District Reimbursement Agreement (Improvement Area #1) (the "Reimbursement Agreement"), by and between the City of Manor, Texas and Las Entradas Development Corporation, and Cottonwood Holdings, LTD, which shall have a maximum reimbursement amount not to exceed \$11,035,500, 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 2. Additional Actions. The Mayor, Interim 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, Interim 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 3. 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 4. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 5. 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 6. 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.]

PASSED AND APPROVED on the 21st day of February 2024.

Dr. Christopher Harvey
Mayor, City of Manor, Texas

ATTEST:

Lluvia T. Almaraz
City Secretary

[SIGNATURE PAGE –
RESOLUTION APPROVING REIMBURSEMENT AGREEMENT-ENTRADAGLEN PID IA#1]

EXHIBIT A

**ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #1)**

**ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA #1)**

This EntradaGlen Public Improvement District Reimbursement Agreement (Improvement Area #1) (this “Agreement”) is executed by and between Las Entradas Development Corporation and Cottonwood Holdings, Ltd. (together, the “Owners”) the City of Manor, Texas, a home rule municipality (the “City”) and (each individually referred to as a “Party” and collectively as the “Parties”) effective as of _____, 20__.

RECITALS

WHEREAS, 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 EntradaGlen Public Improvement District pursuant to Resolution No. 2018-06 adopted by the City Council of the City (the “City Council”) on July 18, 2018; and

WHEREAS, the City received the “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” on October 28, 2020, and the City Council conducted a public hearing on December 2, 2020, to consider the said petition; and

WHEREAS, on December 2, 2020, the City Council approved Resolution No. 2020-16 authorizing, establishing and creating the EntradaGlen Public Improvement District (the “District”) to finance certain public improvements authorized by the PID Act (the “Authorized Improvements”) in part with assessments levied against property within the District that will directly benefit from such improvement; and

WHEREAS, on July 7, 2021, City and the Owners entered into that certain EntradaGlen Public Improvement District Financing and Reimbursement Agreement (together with all amendments thereto, the “Financing Agreement”); and

WHEREAS, the Owners are currently developing the Authorized Improvements (defined below) that serve property within the District Property located within the boundaries of Improvement Area #1, as shown on **Exhibit “A”** attached hereto (“Improvement Area #1”); and [Please provide an updated map of Improvement Area #1 to attach to this Agreement]

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 #1 (the “Improvement Area Improvements”, which will be further described, including estimated costs of the various Authorized Improvements, in a Service and Assessment Plan) and levy assessments against certain property located within Improvement Area #1 of the District (the “Improvement Area #1 Assessments”) in accordance with the Assessment Roll attached to a Service and Assessment Plan for Improvement Area #1 (as the same may be amended or updated from time to time, the “Service and Assessment Plan”) within the District; and

WHEREAS, it is intended that PID Bonds (defined below) will be issued to finance a portion of the Actual Costs (defined below) of, among other things, the Improvement Area #1 Improvements (the Actual Costs of the Improvement Area #1 Improvements being the “Improvement Area #1 Improvements Cost”); and

WHEREAS, the City’s obligation to reimburse the Owners for the Actual Costs of the Improvement Area #1 Improvements shall (i) only be paid from Improvement Area #1 Assessments, Annual Installments (as defined in the Service and Assessment Plan) thereof collected from the Improvement Area #1 Assessed Property once such Improvement Area #1 Assessments are levied, or the proceeds of the PID Bonds issued by the City, (ii) are contingent upon the City levying such Improvement Area #1 Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments, 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 #1 Assessments, including foreclosure sale proceeds, first into a segregated fund held by the City (the “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

WHEREAS, the Parties intend that the portion of the Improvement Area #1 Improvements Cost which is not financed by the proceeds of a series of PID Bonds shall be paid for with the hereinafter-defined Improvement Area #1 Reimbursement Obligation pursuant to the terms of this Agreement and the 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 #1 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 Agreement are true and correct, and are incorporated herein as part of this Agreement for all purposes.
2. Definitions. Unless otherwise defined in the Financing Agreement and/or the Indenture, the following terms shall have the definition provided herein.

(a) “Actual Costs” shall mean the Owner’s demonstrated costs for designing and constructing the Improvement Area #1 Improvements. Actual Cost(s) may include (i) the costs incurred by or on behalf of Owners for the design, planning, acquisition, installation, construction and/or implementation of such Improvement Area #1 Improvement, (ii) the costs incurred in preparing the construction plans for such Improvement Area #1 Improvement, (iii) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #1 Improvement, (iv) the costs incurred by or on behalf of the Owners for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals,

legal, accounting and similar professional services, (v) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Improvement Area #1 Improvement, and (vi) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the latter of the date of this Agreement or the respective dates of the expenditures until the date of reimbursement therefore. In the event that this definition conflicts with the same definition used in the Service and Assessment Plan, the definition in the Service and Assessment Plan controls.

(b) “Authorized Improvements” shall mean any public improvement authorized under the provisions of the PID Act and, specifically, those public improvements benefiting Improvement Area #1 as reflected in Section III of the Service and Assessment Plan.

(c) “PID Bonds” shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Improvement Area #1 Improvements, and any bonds issued to refund all or a portion of any outstanding PID Bonds.

(d) “Pledged Revenues” shall mean the sum of (i) revenues from the Improvement Area #1 Assessments levied on property owners within Improvement Area #1 less (A) administrative expenses and (B) delinquent collection costs; (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service; and (iii) any additional revenues that the City may pledge to the payment of PID Bonds.

3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited into the Operating Account. After a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited pursuant to the Indenture once executed.

4. Payment of Improvement Area #1 Improvements Cost. The City shall pay the Improvement Area #1 Improvements Cost from the Operating Account pursuant to executed and approved Certifications for Payment (defined below) in the manner provided for in the Financing Agreement. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area #1 Improvements Cost pursuant to executed and approved Certifications for Payment in the manner provided for in the Financing Agreement and the Indenture for PID Bonds issued for Improvement Area #1.

5. Improvement Area #1 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owners, and the Owners shall be entitled to receive from the City an amount not to exceed \$11,035,500 (the “Improvement Area #1 Reimbursement Obligation”), in accordance with the terms of this Agreement, and subject to any further limitations in the Financing Agreement, until the year following the final payment of the Improvement Area #1 Assessments (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of Improvement Area #1 Improvements Cost in excess of the amount of the Improvement Area #1 Assessments collected. The Improvement Area #1 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owners, solely from the Pledged Revenues deposited in the Operating Account or the improvement account of the project fund created by an Indenture (the “Improvement Account”).

The Improvement Area #1 Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City, and represents the total allowable costs to be assessed against Improvement Area #1 for the Improvement Area #1 Improvements that are not paid through the issuance of PID Bonds. The interest rate paid to the Owners on the Improvement Area #1 Reimbursement Obligation shall be the lesser of 1) the interest rate on the PID Bonds issued to finance the Improvement Area #1 Improvements Costs, or 2) the interest rate approved by the City Council of the City in the ordinance levying the Improvement Area #1 Assessments. Interest will accrue at the interest rate stated above from the later of: 1) final plat approval as evidenced by recording the final plat in the real property records of Travis County, Texas and 2) the levy of Improvement Area #1 Assessments. Following the issuance of PID Bonds, interest will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds, plus any additional interest permitted by the PID Act and the Service and Assessment Plan. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months. Notwithstanding anything herein to the contrary, the City shall be under no obligation to reimburse the Owners for the Actual Costs of any Improvement Area #1 Improvements that are not accepted by the City or another governmental entity with the City's approval, and any obligation to reimburse the Owners for the Actual Costs of any Improvement Area #1 Improvements will not be due and owing unless and until the City actually levies the Improvement Area #1 Assessments.

6. Obligated Payment Sources; City's Obligation Limited.

(a) Subject to the terms, conditions, and requirements contained herein, including Section 6(b) hereof, the Improvement Area #1 Reimbursement Obligation, plus accrued and unpaid interest as described above (collectively, the "Unpaid Balance"), is payable to the Owners and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #1 Reimbursement Obligation is not paid in full at the Maturity Date. The Improvement Area #1 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 #1 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 the Improvement Account created by an Indenture to pay the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest to the Owners are absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation. The City's obligation to pay the Unpaid Balance related to the Improvement Area #1 Reimbursement Obligation for the Improvement Area #1 Improvements constructed for the benefit of the Improvement Area #1 Assessed Property shall (i) only be paid from such Improvement Area #1 Assessments levied in Improvement Area #1 and collected from the Improvement Area #1 Assessed Property once such Improvement Area #1 Assessments are levied, (ii) are contingent upon the City levying such Improvement Area #1 Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments. The Parties agree that the levying of the Improvement Area #1 Assessments will create the funds out of which the City will pay its obligation under this Agreement and, until such time, this Agreement does not create an obligation of the City.

(b) Notwithstanding the foregoing, if any portion of the Unpaid Balance for Improvement Area #1 remains unpaid after all PID Bond proceeds in the Project Fund (as defined in the applicable Indenture) for the PID Bonds for Improvement Area #1 are expended, pursuant to the terms of the applicable Indenture, all Property within Improvement Area #1 which benefits

from the Improvement Area #1 Improvements have had an Improvement Area #1 Assessment levied thereon, and all Improvement Area #1 Assessments levied have been pledged as security for the PID Bonds, then the remaining Unpaid Balance for Improvement Area #1 shall be discharged and shall no longer be due and owing.

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, the Improvement Area #1 Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #1 Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Article IV of the Financing Agreement.

8. Process for Payment for the Improvement Area #1 Reimbursement Obligation. The Owners may submit to the City a written request for payment in the form and manner provided for in the Financing Agreement (a "Certification for Payment") of any funds then available in the Operating Account following February 1st of each year. Upon receipt of the Certification for Payment for the Improvement Area #1 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 Owners within thirty (30) days. This process will continue until the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest is paid in full, until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #1 Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, or until the Unpaid Balance is discharged pursuant to Section 6(b) hereof.

9. Termination. Once either (i) all payments paid to the Owners under this Agreement are equal to the Improvement Area #1 Reimbursement Obligation plus any accrued and unpaid interest, (ii) PID Bonds are issued to reimburse the Owners for the Actual Costs of the Authorized Improvements benefiting Improvement Area #1, the proceeds of which equal the Improvement Area #1 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, and 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 #1 Reimbursement Obligation, (iv) the Unpaid Balance is discharged pursuant to Section 6(b) hereof, or (iv) the Maturity Date is reached, this Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #1 Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Improvement Area #1 Reimbursement Obligation shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further, however, that if any Improvement Area #1 Assessments remain due and payable and are uncollected on the Maturity Date, such Improvement Area #1 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #1 for any outstanding PID Bonds, and then paid to the Owners and applied to the Improvement Area #1 Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds exceed the Reimbursement Obligation.

10. Non-Recourse Obligation. The obligations of the City under this Agreement are non-recourse and payable only from (A) PID Bonds, if issued, and/or (b) the Improvement Area #1 Assessment Revenues in the Operating Account, 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 Owners or any other party in their individual capacities by reason of this Agreement or their acts or omission under this Agreement. Owners acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Owners acknowledges that the only source of funds for payment under this Agreement is from the Operating Account or the Improvement Account created by an Indenture to pay the Improvement Area #1 Reimbursement Obligation. The Parties further agree that the City's obligation under this Agreement to reimburse the Owners for the Improvement Area #1 Improvements shall only be paid from (A) the PID Bonds, if issued, and/or (B) the Improvement Area #1 Assessments collected from the Improvement Area #1 Assessed Property and held in the Operating Account, and such obligation (i) is contingent upon the City levying such Improvement Area #1 Assessments, and (ii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments.

11. Mandatory Prepayments. Notwithstanding any provision of this Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Improvement Area #1 Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owners 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 Owners, may reduce the amount of the Improvement Area #1 Reimbursement Obligation by a corresponding amount, provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #1 Reimbursement Obligation to be less than zero.

12. No Waiver. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside of this Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #1 Improvements.

13. Governing Law, Venue. This 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 Agreement. In the event of a dispute involving this 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 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: Scott Moore, City Manager
 105 E. Eggleston St.
 Manor, Texas 78653

With a copy to: _____
 Attn: _____

If to Owner: _____
 Attn: _____

With a copy to: _____
 Attn: _____

15. Invalid Provisions; Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect. If any provision of this Agreement directly conflicts with the terms of the Indenture, the Indenture shall control.

16. Exclusive Rights of Owners. Owner's right, title and interest into the payments of Improvement Area #1 Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owners (or its Transferee (defined below)) and no other third party shall have any claim or right to such funds unless Owners transfers its rights to its Improvement Area #1 Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owners has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole, all of the Owner's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owners in and to payment of its Improvement Area #1 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 Owners 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 Owners agrees that the City may rely conclusively on any written notice of a Transfer provided by Owners without any obligation to investigate or confirm the Transfer.

17. Assignment.

(a) Subject to subparagraph (b) below, Owners may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project and in connection with a corresponding assignment of the rights and obligations in the Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction and consent that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned, which consent shall not be unreasonably withheld, and so long as the assigned rights and obligations are assumed without modifications to this Agreement or the Financing Agreement with respect to the Improvement Area #1 Reimbursement Obligation. Owners shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owners shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this 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 (defined in the Financing Agreement) 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 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 Owners are in Default, the City's sole and exclusive remedy shall be to seek specific performance of this Agreement. No Default by the Owners, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the Operating Account or the Improvement Account as provided in Section 5 of this Agreement; or (2) entitle the City to terminate this Agreement. In addition to specific performance, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific performance.

(c) If the City is in Default and fails to cure after being notified, the Owner's shall request non-binding mediation before (1) seeking a writ of mandamus to compel performance by the City; or (2) seeking specific performance of this Agreement.

19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owners 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 Agreement in accordance with its terms, (ii) modifications or amendments to this 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. Verifications of Statutory Representations and Covenants. The Owners makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owners within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Owners represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates 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, Government Code.

(b) No Boycott of Israel. The Owners hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Owners 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 Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section

2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Owners hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

21. Form 1295. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Owners hereby represents that it is a publicly traded business entity or a wholly-owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Agreement.

22. 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 Owners to enforce its remedies under this Agreement.

(b) Nothing in this 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 Owners any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Owners.

(c) This Agreement may be amended only by written agreement of the Parties.

(d) This 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 Agreement to be effective as of the date written on the first page of this Agreement.

CITY OF MANOR, TEXAS

By: _____

Dr. Christopher Harvey
Mayor, City of Manor, Texas

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 , 20 .

Notary Public, State of Texas

(SEAL)

[Signatures Continue on Next Page]

OWNERS:

 (a [Texas] [])

By: _____
 (a [] corporation)

By: _____
 Name: _____
 Title: _____

And

 (a [Texas] [])

By: _____
 (a [] corporation)

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, the _____ of _____, a [Delaware] corporation, the General Partner of _____, a [Texas] limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20__.

(SEAL)

 Notary Public, State of Texas

Exhibit “A”
Improvement Area #1



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution approving and authorizing the Mayor to execute Landowner Agreements and Notices of Assessment (EntradaGlen Public Improvement District-Improvement Area #1”).

BACKGROUND/SUMMARY:

The purpose of these agreements (the “Landowner Agreements”) is to establish that the current landowners located in the EntradaGlen Public Improvement District (the “PID”) acknowledge that their land may become subject to PID assessments at some time in the future. These agreements will be recorded and as such, put future purchasers of that land on notice that the land potentially will be subject to assessments. Landowner agreements such as these are required before PID assessments can be levied to establish landowner consent to the levy.

Recorded agreements potentially benefit the City and the developer by preventing landowners who purchased the property from the developer, and secondary purchasers, from being, or claiming that they are, unfairly surprised by the assessments. The developer asserts that the city and developer further benefit by the agreements in that they will allow the land to be sold faster, which, in turn, will facilitate faster development of the PID.

LEGAL REVIEW: Yes, Gregory Miller, Bond Counsel
FISCAL IMPACT: The amounts to be paid under this agreement will be funded from assessment revenues and not from the City’s general or operating fund.
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2024-04
- Reimbursement Agreement

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2024-04 of the City of Manor, Texas “EntradaGlen Public Improvement District-Improvement Area #1 Landowner Agreements.

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

RESOLUTION NO. 2024-04

A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE LANDOWNER AGREEMENTS AND NOTICES OF ASSESSMENT (ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1)

WHEREAS, the City Council of 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 EntradaGlen Public Improvement District (the “District”) pursuant to Resolution No. 2018-06 adopted by the City Council of the City (the “City Council”) on July 18, 2018; and

WHEREAS, the City received the “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” (the “Petition”) on October 28, 2020, and the City Council conducted a public hearing on December 2, 2020, to consider the Petition; and

WHEREAS, on December 2, 2020, the City Council approved Resolution No. 2020-16 (the “Authorization Resolution”), authorizing, establishing and creating the EntradaGlen Public Improvement District (the “District”) to finance certain public improvements authorized by the PID Act (the “Authorized Improvements”) in part with assessments to be levied against property within the District that will directly benefit from such improvement; and

WHEREAS, pursuant to the PID Act, the City Council anticipates that it will, after holding a duly noticed public hearing, adopt a Service and Assessment Plan for the District and levy assessments against property located in the District to be used to finance such Authorized Improvements (the “Assessments”); and

WHEREAS, the City Council and the following individual owners of land in the District against which the Assessments are levied separately: a) Cottonwood Holdings, Ltd.; b) Peter A. Dwyer; c) Las Entradas Development Corp.; d) 12305 Eintrage LLC; GABS Inc.; e) Frontier Bank of Texas; f) Baylor Scott & White Health; g) Manor Grand LLC; h) Manor Apartments LLC; i) TransPak, Inc.; j) Manor Lodging Development, LLC; k) Llano Las Entradas I, LLC; l) Manor MF, LLC; and m) LVE Acquisitions, LLC, (each a “Landowner” and collectively, the “Landowners”) intend for the obligations, covenants and burdens on each Landowner as an owner of property in the District against which the Assessments are levied, including without limitation such Landowners’ obligations related to payment of the Assessments and the Annual Installments (as defined and described in a Service and Assessment Plan), to constitute a covenant running with the land; 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 AS FOLLOWS:

SECTION 1. Findings. The definitions, findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated 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 Landowner Agreements. Those certain individual Landowner Agreements and Notices of Assessment (EntradaGlen Public Improvement District– Improvement Area #1) (each, a “Landowner Agreement,” and collectively, the “Landowner Agreements”) by and between the City and the Landowners are hereby authorized and approved in substantially the form attached hereto as Exhibit A, which is incorporated herein as a part hereof for all purposes, and the Mayor of the City is hereby authorized and directed to execute and deliver such Landowner Agreements upon receiving satisfactory evidence that the Landowners are the true and correct owners of the respective properties in question at the time of signing the agreements, with such changes as may be required to carry out the purposes of this Resolution and approved by the Mayor, such approval to be evidenced by the execution thereof. The Mayor’s signature on the Landowner Agreements may be attested by the City Secretary.

SECTION 3. Filing in Official Public Records. The City Secretary is directed to cause copies of the Landowner Agreements to be recorded in the Official Public Records of the County of Travis, Texas.

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.

SECTION 8. Effective Date. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

PASSED AND APPROVED on the 21st day of February 2024.

Dr. Christopher Harvey
Mayor, City of Manor, Texas

ATTEST:

Lluvia T. Almaraz
City Secretary

(SEAL)

EXHIBIT A

Landowner Agreements

**LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENT
(EntradaGlen Public Improvement District – Improvement Area #1)**

This **LANDOWNER AGREEMENT AND NOTICE OF ASSESSMENT** (the “Agreement”) is entered into among the **CITY OF MANOR**, a political subdivision of the State of Texas (the “City”), and [insert landowner], a [insert type of entity] (the “Landowner”) (individually “Party” or collectively “Parties”). This Agreement shall be effective on the latest date it is executed by all the Parties (the “Effective Date”).

RECITALS

WHEREAS, the Landowner owns the land located in the City of Manor, Travis County, Texas more particularly described in **Exhibit “A”** attached hereto (the “Assessed Parcel”).

WHEREAS, the Assessed Parcel constitutes taxable, privately-owned land located within the EntradaGlen Public Improvement District (the “District”) created pursuant to the authority of Chapter 372, Texas Local Government Code, as amended (the “PID Act”);

WHEREAS, the City Council of the City of Manor (the “City Council”) intends to adopt an ordinance (the “Assessment Ordinance”) levying assessments (the “Assessments”) against parcels located in the District that will be specially benefitted by certain public improvements (the “Authorized Improvements”) for the purpose of financing all or a portion of the Authorized Improvements. The Authorized Improvements are described in the Ordinance authorizing the creation of District, which is available for inspection at the City of Manor City Hall. The Assessment Ordinance will also approve a Service and Assessment Plan, which will include as an exhibit an “Assessment Roll” that will set forth the amount of each Assessment levied against each Assessed Parcel within the District . ;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; AND OTHER TERMS

A. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if set forth herein in full.

B. Terms. The Assessment for the Assessed Parcel will not exceed [enter anticipated amount +5%], which may be paid in annual installments as described below. “Annual Installments” for the Assessed Parcel are expected to average [enter anticipated amount +5%], but will vary as described below.

ARTICLE II

AGREEMENT OF LANDOWNER

- A. Landowner consents and agrees:
- (i) to the creation of the District and its boundaries;
 - (ii) to the Assessment to be levied against the Assessed Parcel as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;
 - (iii) that the Authorized Improvements confer a special benefit on the Assessed Parcel in an amount that exceeds the Assessment against the Assessed Parcel;
 - (iv) that the Assessment against is final, conclusive, and binding upon the Landowner and its successors and assigns;
 - (v) to pay the Assessment when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
 - (vi) that the Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Parcel, superior to all other lien or claims, except liens or claims for state, county, school district or municipality, ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Parcel regardless of whether the owner is named;
 - (vii) that the Assessment lien is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid in full and may be enforced by the City Council in the same manner that ad valorem tax liens are enforced against real property;
 - (viii) that any delinquent installments of Assessment shall incur and accrue interest, penalties, and attorney's fees;
 - (ix) that the owner of the Assessed Parcel may pay at any time the entire Assessment, with interest that is accrued and outstanding to the date of the payment;
 - (x) that Annual Installments may be adjusted, decreased, and extended and that owners of the Assessed Parcel shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council, provided that the principal portion of the Annual Installments shall not increase without a public hearing as provided in the PID Act; and
 - (xi) that the Landowner has received, or hereby waives, all notices required by State law in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll.
- B. Landowner hereby waives:
- (i) any defects in the proceedings establishing the District, defining the Assessed Parcel, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Assessment, and determining the amount of the Annual Installments of the Assessment;
 - (ii) all notices and time periods provided by the PID Act including, but not limited to, notice of the District creation, and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, and regarding the levy of the Assessment and determining the amount of the Annual Installments of the Assessment;

- (iii) all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;
- (iv) all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levy of the Assessment and determining the amount of the Annual Installments of the Assessment; and
- (v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Assessment or to any related proceedings.

ARTICLE III

TEXAS PROPERTY CODE SECTION 5.014 NOTICE

The following notice is required to be given by any seller of the Assessed Parcel to the purchaser of the Assessed Parcel before the execution of a binding contract of purchase and sale:

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF MANOR, TEXAS, CONCERNING THE FOLLOWING PROPERTY

(insert property address or see EXHIBIT A)

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Manor (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the EntradaGlen Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____ Signature of Purchaser: _____

At the closing of any sale of the Assessed Parcel, the Landowner agrees to execute, and to have the purchaser execute, a separate copy of the notice required by Section 5.014 with current information, and to have the notice recorded in the Official Public Records of Travis County.

ARTICLE IV
MEMORANDUM OF ASSESSMENT ORDINANCE; ADDITIONAL NOTICE
REGARDING ASSESSMENTS

At its election, the City may record in the Official Public Records of Travis County a memorandum against the District (or such applicable portions thereof) each time an Assessment Ordinance is approved by the City Council that further evidences the lien and encumbrances created upon the District (or such applicable portions thereof) and/or the name and contact information of the Administrator of the District who can provide additional information and documentation regarding the Assessments.

ARTICLE V
MISCELLANEOUS

A. Notices. Any notice or other communication (a “Notice”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowner:

[insert name and contact information]

With a copy to:

Armbrust & Brown, PLLC
 Attn: Sharon J. Smith
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701
 Facsimile: (512) 435-6590

City:

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

B. Parties in Interest. In the event of the sale or transfer of the Assessed Parcel or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to the Assessed Parcel or portion thereof, and the seller or transferor shall be released with respect to the Assessed Parcel or portion thereof. If bonds are issued which are secured by the Assessment, the holders of the holders of such bonds shall be express beneficiaries

of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Assessed Parcel and recorded in the Official Public Records of Travis County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to the Assessed Parcel and indicating any Party that they are aware is then in default hereunder.

E. Termination. This Agreement shall terminate upon payment in full of the Assessment.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

CITY OF MANOR, TEXAS

By: _____
 Name: Dr. Christopher Harvey
 Title: Mayor
 Date: _____

Attest:

By: _____
 Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §
 §
 COUNTY OF _____ §

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2023, by Dr. Christopher Harvey, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

 Notary Public Signature

LANDOWNER:

[NAME],
 [type of entity]

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §
 COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____, _____ of [Name], a [type of entity], on behalf of that [type of entity].

(SEAL)

 Notary Public Signature

EXHIBIT A to LANDOWNER AGREEMENT

Legal Description



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Chapter 1 General Provisions, Article 1.05 Boards, Commissions, and Committees, Division 6 Budget Committee, by repealing Ordinance Number 607.

BACKGROUND/SUMMARY:

During the February 6, 2024, City Council Workshop, the City Council reached a consensus that the Budget Committee should include the entire governing body and serve as the official Budget Committee. On March 17, 2021, Ordinance 607 was approved for the five-person committee to provide a venue for added dialogue in the organization's budgetary planning processes and financial allocations.

The Budget Committee was assigned to participate in the development of the annual budget and review and clarify anticipated expenditures and revenues with city staff. The Budget Committee met according to the scheduled dates during the annual budget preparation and reported its recommendations back to the City Council during regularly scheduled meetings or budget workshops. The City Council, serving collectively as the committee, will establish budget priorities and provide direction to the City Administration to develop a balanced budget that will address ongoing citywide operations needs as well as focus on short-term and long-term capital project planning.

LEGAL REVIEW: Yes, Audrey Guthrie, Associate Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 731
- Ordinance No. 607

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Ordinance No. 731 amending Chapter 1 General Provisions, Article 1.05 Boards, Commissions, and Committees, Division 6 Budget Committee, by repealing Ordinance Number 607.

Recommend Approval

Disapproval

None

ORDINANCE NO. 731

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.05 BOARDS, COMMISSIONS, AND COMMITTEES, DIVISION 6 BUDGET COMMITTEE, BY REPEALING ORDINANCE NUMBER 607 WHICH CREATED THE BUDGET COMMITTEE, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the inclusion of the entire City Council in the budget review process provides for a more efficient system of budget creation;

WHEREAS, the City Council desires to repeal the ordinance creating a budget committee, and continue with a full council budget workshop process;

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. Repeal Ordinance Number 607 – Budget Committee. Manor Code of Ordinances Chapter 1-General Provisions, Article 1.05-Boards, Commissions, and Committees, is hereby amended and Ordinance Number 607, and therefore Sections 1.05.110 and 1.05.111 within Division 6-Budget Committee are hereby repealed.

SECTION 3. 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 4. Effective Date. This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED on this 21st day of February 2024.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Christopher Harvey, Mayor

ORDINANCE NO. 607

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES TO FORMALLY CREATE THE BUDGET COMMITTEE; PROVIDING FOR MEMBERS OF THE COMMITTEE AND ITS PURPOSE; PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Manor, Texas finds that it is reasonable and necessary formally to establish a Budget Committee to perform the functions set forth herein;

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. Budget Committee Established. Article 1.05 of the City of Manor Code of Ordinances is hereby amended to add Division 6, entitled "Budget Committee", to read as follows:

Sec. 1.05.110. – Purpose

The Manor Budget Committee is hereby established. The purpose of the Manor Budget Committee is to provide a venue for added dialogue in the budgetary planning processes and financial allocations of the City. The Committee will participate in the development of the annual budget and shall review and clarify anticipated expenditures and revenues. The Committee shall meet according to the schedule determined by the Committee and shall report its recommendations back to the City Council. The City Council may give additional direction and duties to the Committee from time to time.

Sec. 1.05.111. – Membership

The Committee shall be composed of five members as follows: three Council members appointed by the City Council, the City Manager, and the City Finance Director.

Section 3. Amendment of Ordinances. The City of Manor Code of Ordinances is hereby amended as provided herein. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by

ORDINANCE NO. 607**Page 2**

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

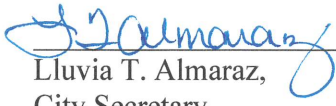
PASSED AND APPROVED on this 17th day of March 2021.

THE CITY OF MANOR, TEXAS



Dr. Larry Wallace Jr.
Mayor

ATTEST:



Lluvia T. Almaraz,
City Secretary





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointments of the City Council Committees.

- Budget Committee
- Public Improvement District Committee
- Park Committee
- Public Tree Advisory Board
- Economic Development Committee
- Capital Improvement Committee
- Community Collaborative Committee
- Healthcare Committee
- Emergency Management Committee
- Public Safety Committee

BACKGROUND/SUMMARY:

During the February 6, 2024, City Council Workshop, the City Council discussed the existing Council Committee assignments and gave staff direction to eliminate the Budget Committee and allow the entire governing body to collectively serve as the official committee. Discussion ensued that the 2022-24 committee assignments would need to be reassigned to allow new chairpersons to be approved. The new assignments will keep the City Council tier structure intact as approved. The City Council will continue to evaluate the committee assignments here in 2024 and allow members to seek new committee assignments and not wait until December 2024 for reappointments and committee assignments to be assigned.

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

- City Council Committee Roster

LEGAL RECOMMENDATION:

The city staff recommends that the City Council evaluate and redistribute Council Committee assignments for 2024 and confirm and/or reappoint chairpersons for each committee.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on canceling the March 6, 2024, Regular City Council Meeting and setting a Called Special Session.

BACKGROUND/SUMMARY:

On February 6th, a discussion was initiated about upcoming City Council meetings in the month of March. The meeting dates of March 6th and 20th are the set dates for 2024. The Association of Hispanic Municipal Officials (AHMO) Conference is scheduled for March 6-8 in Eagle Pass, Texas. A majority of the City Council has registered to attend the conference, which a quorum will not be present for the March 6th meeting. The City Council can set Monday, March 4th, at 7:00 p.m. as a Special Called Session for the first meeting date for the month of March.

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

STAFF RECOMMENDATION:

The city staff recommends that the City Council cancel the March 6, 2024, Regular City Council Meeting and set a Special Called Session for Monday, March 4, 2024, at 7:00 p.m.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on allocating funds for the 2024 Manor Family Community Fun Day 5K event.

BACKGROUND/SUMMARY:

On January 17th, the City Council was presented with a highlight of the 2023 Community 5K event that drew over 150 citizens to participate in the event. The 2023 event attracted 16 vendors and provided an avenue to address and educate the health inequities in the community, establishing infrastructures and wellness initiatives within low-income households. With the City of Manor lacking a community center and quality fitness amenities, it is important that our organization partner with local businesses and non-profit organizations that are committed to investing their time and resources in establishing family-oriented events focused on physical and mental health programs that build a sense of community and inclusion.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Funding is available in the FY2023-24 budget

PRESENTATION: No

ATTACHMENTS: No

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council direct the City Administration to secure funding for the 2024 Manor Family Community Fun Day event.

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

PROPOSED MEETING DATE: February 21, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on the Fourth Amendment to Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

BACKGROUND/SUMMARY:

On June 15, 2022, Butler Family Partnership, 13100 FM 973, Inc. and the City entered into a Development Agreement for the project on Hwy 290 and FM 973. The City has since approved the First Amendment, Second Amendment and Third to the Development Agreement and GenCap has since purchased a portion of the property. 13100 FM 973, Inc. ("Owner") is the owner of the property (the "Shopping Center"), save and except Parcel A. Owner is requesting this amendment as it relates to the Shopping Center to prohibit parking in certain location not be required to provide connectivity among inner lots, modifications to Exhibit C and adding an Exhibit D which provides for a conceptual lot layout. This fourth amendment to the development agreement is provided for City Council consideration.

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

- Fourth Amendment to Development Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the Fourth Amendment to the Development Agreement (Butler/East Hwy 290 & 13100 N. FM 973).

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

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
(Butler/East Hwy 290 & 13100 N. FM 973)

This FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Fourth Amendment"), is entered into as of the ____ day of _____, 2024 (the "Fourth Amendment Effective Date"), by and between **13100 FM 973, INC.**, a Texas corporation ("Owner") and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City and Owner are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

RECITALS

A. WHEREAS, the City, Butler Family Partnership, a Texas limited partnership ("Butler") and Owner entered into that certain Development Agreement dated June 15, 2022 and, that certain First Amendment to Development Agreement dated April 19, 2023, relating to the development and improvement of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-use project, as more particularly described therein.

B. WHEREAS, the portion of the Property owned by Butler and defined as "Parcel A" in the Agreement was conveyed to GCP XXXI, LTD., a Texas limited partnership and GCP XXXII, LTD., a Texas limited partnership (together, "Gencap").

C. WHEREAS, the City, Butler, Gencap and Owner entered into that certain Second Amendment to Development Agreement dated June 7, 2023.

D. WHEREAS, the City and Owner entered into that certain Third Amendment to Development Agreement to Development Agreement dated December 20, 2023 (the Development Agreement, as amended as described herein is hereinafter referred to as the "Agreement").

E. WHEREAS, Section 7.6(b) of the Agreement provides that to the extent a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then the Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

F. WHEREAS, Owner is the owner in fee simple of all of the Property, save and except Parcel A, which is owned by Gencap (the "Shopping Center").

G. WHEREAS, pursuant to the rights set forth in Section 7.6(b) of the Agreement, the Parties now desire to amend certain provisions of the Agreement with respect to the Shopping Center as more particularly set forth herein.

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

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Fourth Amendment to the same extent as if set forth herein in full.

2. Exhibit C – Code Modifications. Exhibit "C" to the Agreement is hereby amended as to the Shopping Center (and portions thereof) to incorporate the additional Code Modifications described in Exhibit "C" attached hereto.

3. Exhibit D – Conceptual Lot Layout. Exhibit "D" attached hereto is hereby added to the Agreement.

4. No Parking. No parking shall be allowed along the Fire Service/Access Drive or Access Drives A-F, which drives are illustrated on Exhibit "D" attached hereto. Furthermore, the curbs on the above-referenced drives shall be painted to indicate that no parking is allowed. In addition, no parking will be permitted on Manor Crossing Boulevard and Manor Commerce Boulevard.

5. No Connectivity Required. Unless mutually agreed to by the applicable owners, the City shall not require additional connectivity (i) between Lots 9-13 since Access Drive E along the west side of Lots 9-13 has been constructed or (ii) between Lots 3-8 since Access Drive F along the north side of Lots 3-8 has been constructed.

6. Miscellaneous.

(a) Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Fourth Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Fourth Amendment conflicts or is inconsistent with the Agreement, the provisions of this Fourth Amendment shall control.

(b) This Fourth Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing by each Party hereto; and (iv) embodies the entire Fourth Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) This Fourth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

7. No Waiver. Neither City's nor Owner's execution of this Fourth Amendment shall

(a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

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

9. Signatory Warranty. The signatories to this Fourth Amendment warrant that each has the authority to enter into this Fourth Amendment on behalf of the organization for which such signatory has executed this Fourth Amendment.

10. Interpretation. This Fourth Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Fourth Amendment.

11. Entire Agreement. This Fourth Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Fourth Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Fourth Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

12. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Third Amendment.

13. Severability. If any provision of this Third Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Third Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Third Amendment.

14. Anti-Boycott Verification. To the extent this Third Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 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, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel, or (ii) will boycott Israel through the term of this Third Amendment. The terms "boycotts Israel" or "boycott Israel" as used in this paragraph shall have the meanings ascribed to the "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

15. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Third Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent

company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

16. Anti-Boycott Verification – Energy Companies. 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 Third Amendment. 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 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 or state law; or (B) does business with a company described in the preceding statement in (A).

17. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Third Amendment. 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 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, 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.

[Signature page(s) to follow]

EXECUTED in multiple originals, and in full force and effect as of the Fourth Amendment Effective Date.

CITY:

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

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

Lluvia Almarez, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Dr. Christopher Harvey, Mayor of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires: _____

[NOTARIAL SEAL]

OWNER:

13100 FM 973, INC.,
a Texas corporation

By: _____
Edward S. Butler, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Edward S. Butler, the President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires: _____

[NOTARIAL SEAL]

Exhibit C

*Code Modifications applicable to Lots 3-8
and HEB frontage along HWY 290 (Lot 1, Block B)*

- **Landscape Buffer and Sidewalk:**
 - Landscape buffer shall be 8' from HWY 290 right of way. A 5' sidewalk shall be located immediately adjacent to the landscape buffer.

Exhibit D

