



Dr. Larry Wallace Jr., Mayor
Dr. Christopher Harvey, Mayor Pro Tem, Place 3
Emily Hill, Place 1
Anne Weir, Place 2
Sonia Wallace, Place 4
Deja Hill, Place 5
Gene Kruppa, Place 6

City Council Regular Meeting

Wednesday, June 16, 2021 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

EVENTS/ANNOUNCEMENTS

- A. **Juneteenth Celebration - Saturday, June 19th, 10:00 am – 12:00 pm, Jennie Lane Park**
Submitted by: Debbie Charbonneau, Heritage and Tourism Manager
- B. **July 4th Celebration - Sunday, July 4th, 7 - 10:00 pm, Manor Senior High School**
Submitted by: Debbie Charbonneau, Heritage and Tourism Manager
- C. **TML 109th Annual Conference, October 6-8, 2021, Houston, Texas**
Submitted by: Lluvia T. Almaraz, City Secretary

PUBLIC COMMENTS

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

PUBLIC HEARINGS

- 1. Public Hearing:** Conduct a public hearing on amendments to the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.
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 of the June 2, 2021, City Council Regular Meeting.

Submitted by: Lluvia T. Almaraz, City Secretary

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

Submitted by: Thomas Bolt, City Manager

- **Police – Ryan Phipps, Chief of Police**
- **Development Services – Scott Dunlop, Asst. Dev. Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**

EXECUTIVE SESSION

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

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor RV Park, LLC v. City of Manor, ET AL; and

- Section 551.074 Personnel Matters – Interview Candidates for appointments to the Planning and Zoning Commission for Place No's. 2 and 5.

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.

REGULAR AGENDA

4. Consideration, discussion, and possible action on an Assignment and Assumption of Development Agreement between IDEA Public Schools and 973 Building Hope, LLC.

Submitted by: Scott Dunlop, Development Services Director

5. Consideration, discussion, and possible action on an Escrow Deposit Agreement between 973 Building Hope, LLC, Cottonwood Holdings LTD, and the City of Manor.

Submitted by: Scott Dunlop, Development Services Director

- 6. Consideration, discussion, and possible action on a tree mitigation fee-in-lieu request for 37 caliper inches for the Grace Covenant Christian Center located at 14518 US Hwy 290 E.**
Applicant: Ranger Engineering, PLLC
Owner: Grace Covenant Christian Center
Submitted by: Scott Dunlop, Development Services Director
- 7. Consideration, discussion, and possible action on a Statement of Work for George Butler Associates, Inc. for the Manor I&I Program.**
Submitted by: Frank T. Phelan, P.E., City Engineer
- 8. Consideration, discussion, and possible action on an Engagement Letter for Professional Services as General Counsel for the City of Manor.**
Submitted by: Paige Saenz, City Attorney
- 9. Consideration, discussion, and possible action on an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.**
Submitted by: Scott Dunlop, Development Services Director
- 10. Consideration, discussion, and possible action on an ordinance amending Ordinances No. 587 and No. 597 authorizing the suspension of the maximum time period a temporary sign may be displayed.**
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, June 11, 2021, 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 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org.

Section 14.01.008 – Definitions

“*Athletic facility* means a privately owned indoor and/or outdoor facilities devoted to organized sports, including but not limited to, soccer, basketball, gymnastics, and tennis. This use is distinct from Amusement (Indoor) and Amusement (Outdoor) in that it is less intense and would generate less traffic, noise, and other objectionable nuisances to adjacent properties.”

- Rationale: This is new definition and use added because it is a less intense but similar use to Outdoor Amusement and Indoor Amusement that would allow these types of facilities is a be located closer to or within residential areas. Outdoor Amusement includes uses like racetracks, theme parks and stadiums. This use is meant to capture uses like soccer fields that local sports groups would utilize.

“*Commercial off-street parking* means the use of a site for the parking of motor vehicles on a temporary basis within a privately owned off-street parking facility. This use includes, but is not limited to, commercial parking lots and garages and excludes parking as an accessory use. This use is intended for customers to temporarily park their motor vehicles while visiting nearby uses. This use does not include vehicle storage or the parking of commercial or fleet vehicles.”

- Rationale: This is clarifying within the definition of Commercial Off-Street Parking that it is not intended for vehicle storage or fleet vehicles.

~~“*Construction services* means a commercial use that displays or stockpiles large-scale intensive outdoor operations and contracting equipment, machinery, and other materials.”~~

- Rationale: This term and use is being removed because it is duplicated with Construction and Equipment Sales, Major as well as Contractor’s Shop

~~“*Liquor sales* means the use of a site for the retail sale of alcoholic beverages for off-premises consumption. This use includes liquor stores and bottle shops.”~~

- Rationale: This term and use is being removed because it is duplicated by Alcoholic Beverage Sales – Off-premises

“*Off-site accessory parking* means the use of a site for the provision of parking spaces, together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, located on a different site from the principal use and intended for use by customers or employees of the principal use. The principal use shall be located no further than an adjacent property or across one public or private right-of-way. This use does not include vehicle storage.”

- Rationale: This is clarifying that Off-site Accessory Parking does not include vehicle storage. Vehicle Storage is defined as “a garage, parking lot, or other facility owned or operated by a person or business, other than a governmental entity, for storing or parking ten or more motor vehicles, including motorized waterborne vehicles, per year.

This definition does not include businesses with the primary purpose of vehicle sales on the property within the corporate limits of the city, such as automotive dealerships.”

~~“Open or outdoor storage means the keeping, in an unroofed area, of any goods, junk, material or merchandise, in the same place for more than 24 hours.”~~

- Rationale: This term is being replaced by a new term for “Outdoor Storage”

“Outdoor display and sales means the outdoor display or sale of finished products actively available for sale for less than 24 hours a day. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, which shall be considered Outdoor Storage.”

- Rationale: There is a term for Outdoor Storage but not one defining Display. This adds that definition

“Outdoor storage means the outdoor storage of products or goods that have a large size, mass, or volume that occur on site for more than 24 hours such as, but not limited to, heavy equipment, freight or commercial motor vehicles, trailers, construction materials, and raw, processed or packaged materials including any products on pallets, in shipping containers or in crates.”

- Rationale: The previous definition was deleted and replaced with this new term.

“Portable building sales means a site on which factory-manufactured portable buildings, such as manufactured homes, are displayed and offered for sale or order to the general public.”

- Rationale: This term and use were previously undefined. This adds the definition and in later sections the use is added into the Non-Residential and Mixed-Use districts permitted uses section

~~“Truck stop means a gasoline station also providing major or minor automobile repair to commercial vehicles.”~~

“Truck stop or Travel Center means a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.”

- Rationale: The definition for Truck Stop is being updated to be more inclusive of the types of services provided.

Section 14.02.005 – Residential Land Use Table

Residential Use “Single Family Attached (3 or more units)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
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Single-family attached (3 or more units)						P	C	C		
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- Rationale: Single Family Attached (townhomes) were Permitted “P” in Multi-Family 15 (MF-1) and Multi-Family 25 (MF-2). Conditions on SF Attached in MF districts have been added so the “P” was changed to a “C”

Non-Residential Use “Athletic Facility” is hereby added immediately following Non-Residential Use “Amenity Center” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Athletic Facility	C/S	C/S	C/S	C/S						

- Rationale: This adds the new term “Athletic Facility” as a Non-Residential Use in Residential Districts. It would be require a Specific Use Permit and need to meet certain conditions in order to locate in Agricultural and Single Family districts. The Conditions are added in a later section.

Section 14.02.006 – Residential Land Use Conditions

The Residential Land Use and Conditions for “Athletic Facility” and “Single Family Attached (3 or more units)” are hereby added in alphabetical order to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact. • May operate only between 7:00 a.m. and 9:00 p.m. • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site
Single Family Attached (3 or more units)	<ul style="list-style-type: none"> • When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure: <ul style="list-style-type: none"> ○ Maximum height, Minimum dwelling unit size, Maximum dwelling units, and Maximum units per structure. • When constructed in a common development (same property) with Multi-Family structures, all setback

	<p>types for the entire property follow the more restrictive standard.</p> <ul style="list-style-type: none"> Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.
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- Rationale: These additions add the conditions that an Athletic Facility or SF Attached in MF need to meet in order to be permitted within a residential district.

Section 14.02.007(b) – General Development Regulations for Single Family Standard

Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Single Family Standard (SF-2) District “Exterior Side Setback to Residential” to read as follows:

Exterior Side Setback to Residential	7.5' 5'
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- Rationale: Reduced the side setback in SF-2 district from 7.5’ to 5’. SF-2 is intended to be a denser single family district with 60’ wide lots vs 70’ wide lots in SF-1. The reduced setback allows for suitable buildable area on the narrower lots.

Section 14.02.007(c) – Residential Development Standards Table Notes

“(3) On approval by the commission, SF-1 and SF-2 lots ~~platted prior to 1980~~ having approximately 5,750 square feet of lot area may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The commission shall consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, 15-foot street side yard setback and 20-foot front yard setback. Lots owned by the same person may be combined into one building site.”

- Rationale: Removing the 1980 platting requirement allows lots in the older part of the city which are 5,750 sf (50’x 115’) to be combined or rotated by plat and still be able to request a setback waiver. This helps make single family residential development in the older part of the city easier.

“(5) SF-1 and SF-2 lots within the Historic District as defined in section 14.02.031 may have minimum lot sizes of 5,750 square feet and minimum lot widths of 50 feet when being replatted by a Short Form Final Plat or Amended Plat.”

- Rationale: This allows for replatted lots in the older part of the city, the Historic District, to be less than the required square footages. This helps make single family residential development in the older part of the city easier.

Section 14.02.007(d)(6) – Residential Accessory Building Setback Table

Section 14.02.007(d)(6) Table 6(A) of the Zoning Ordinance is hereby amended to revise “Accessory structures 120 s.f. and over, excluding detached garage” as follows:

Accessory structures 120 s.f. and over, excluding detached garage	25’	7.5’ 5’	5’	15’
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- Rationale: The Rear Setback is being reduced for Accessory Structures, excluding detached garages, from 7.5’ to 5’. This makes placing sheds or detached covered patios easier to on properties.

Section 14.02.017(b) – Non-residential Uses in Non-residential and Mix-use Zoning Districts

Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Alcoholic Beverage Sales – Off-premises” immediately following the use “Alcoholic beverage establishment” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Alcoholic Beverage Sales – Off-premises					P	P	P	P	P		

- Rationale: This already defined term is replacing “Liquor Sales” in our code so this section adds it into our permitted uses table

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Athletic Facility	C	C	C								

- Rationale: This adds the new term Athletic Facility into the section for non-residential uses with conditions, which are added later

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Major)									P	P	P

- Rationale: Added use as permitted in Heavy Industrial

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction Services								€	€	€	€

- Rationale: Term was deleted as its function was covered by Construction and Equipment Sales, Major and Contractor’s Shop

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Full Service)								C/S	C		

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Limited)					C/S		C/S	C/S	C		

- Rationale: Added that Gas Stations require a Specific Use Permit in C-2 Medium Commercial. It has been expressed by the community there is an over abundance of gas stations and this would allow the P&Z and Council greater oversight in the location and necessity of future gas stations in C-2 Medium Commercial zones.

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Liquor Sales					P	P	P	P	P		

- Rationale: This term was deleted and replaced by Alcoholic Beverage Sales – Off-premises

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Portable Building Sales									P	P	

- Rationale: Adds the new term to the non-residential permitted uses table in C-3 Heavy Commercial and IN-1 Light Industrial

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Smoke Shop or Tobacco Store							P	P	P		

- Rationale: Added term as Permitted in C-1 Light Commercial

Section 14.02.018 – Non-residential and Mixed-use District Conditions

Light Commercial (C-1)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on along US Hwy 290.

Medium Commercial (C-2)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049

Heavy Commercial (C-3)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049

- Rationale: Clarified what “All-weather surface” means within Commercial districts

Neighborhood Business (NB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include
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	<p>gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.</p>
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on along US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

- Rationale: Clarified what “all-weather surface” means as well as prohibited drive-through facilities. Neighborhood Business districts are intended to be directly adjacent to or within residential areas so drive-throughs are not compatible.

Downtown Business (DB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

- Rationale: Clarified what “all-weather surface” means as well as prohibited drive-through facilities. Neighborhood Business districts are intended to be directly adjacent to or within residential areas so drive-throughs are not compatible. Also removed time limit on when business can operate to promote commercial activity in the downtown area.

Section 14.02.019 – Non-residential and Mixed-use Land Use Conditions

Athletic Facility	<ul style="list-style-type: none"> Athletic facilities within 300 feet of residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments when first established must meet the following conditions:
	<ul style="list-style-type: none"> Must be screened and buffered to minimize their impact
	<ul style="list-style-type: none"> May operate only between 7:00 a.m. and 9:00 p.m.
	<ul style="list-style-type: none"> Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

- Rationale: Adds Conditions of Athletic Facilities in Commercial districts

Contractor’s Shop	<ul style="list-style-type: none"> Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> There is no storage of explosives.
	<ul style="list-style-type: none"> There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> There is no disposal of inoperable machines or wastes on-site.
	<ul style="list-style-type: none"> The areas used for storage of materials, fleet vehicles, or similar must be wholly enclosed within a structure or otherwise fully screened from view from adjacent residential areas, public rights-of-ways, major drive aisles, and parkland.

- Rationale: Adds screening requirements for storage areas

Construction Services	<ul style="list-style-type: none"> Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> There is no storage of explosives.
	<ul style="list-style-type: none"> There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> There is no disposal of inoperable machines or wastes on-site.

- Rationale: Term and use are deleted since it is duplicated by Construction and Equipment Sales, Major and Contractor’s Shop

Gas Station, Full Service	<ul style="list-style-type: none"> Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
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	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Permits Only automotive repair (minor) uses is permitted
	<ul style="list-style-type: none"> Automobile washing facilities shall follow conditions of that use.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

Gas Station, Limited	<ul style="list-style-type: none"> Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Automotive repair and automobile washing facilities are prohibited.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East

	<ul style="list-style-type: none"> ○ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> ● In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> ● In the Neighborhood Business (NB) and Light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <p style="text-align: center;">Acceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p> <p style="text-align: center;">Unacceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p>
	<ul style="list-style-type: none"> ● Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> ● Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> ● Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

- Rationale: Adds Conditions to Full Service and Limited Service Gas Stations. Provides a maximum number of pumps, locations of facilities when adjacent to residential uses, limits lighting height adjacent to residential uses. In Limited Service uses in NB and C-1 provides for pump arrangement.

Section 14.02.046(1) – Accessory Structures

“(B) Accessory structures, ~~with exception of carport~~, may encroach into required yards according to each zoning districts permitted encroachment allowances.”

- Rationale: Allows permitted carports to follow the setback of “Accessory Structures over 120 sf, excluding detached garage” so they would have a 25’ front setback, 5’ side setback, 5’ rear setback, and 15’ streetside setback.

“(I) Accessory structures shall be architecturally consistent with the principal structure. Portable classrooms installed for the school district on district owned property are exempt from this requirement.”

- Rationale: Provides an exemption for the school district to make locating portable classrooms as accessory structures easier.

Section 14.02.049(c) – Outdoor Storage and Display

“(5) The outdoor display area shall not exceed ten percent of the square footage of the principal structure or 500 square feet, whichever is less, with the following exceptions:

- (A) Outdoor home accessory sales are exempt from this requirement.
- (B) Passenger vehicle sales and rental. Outdoor display of passenger vehicles for sale or rent is exempt from this requirement. This does not include vehicles used for moving.
- (C) Moving vehicle rental. Rental of vehicles utilized for moving of goods, personal or commercial, are limited to a maximum of four parking spaces. All other moving vehicles shall be screened in accordance with the outdoor storage requirements.
- (D) Garden Centers are exempt from this requirement.
- (E) Heavy Equipment, Machinery, and Trailers. Large heavy equipment, construction machinery, and trailers associated with a Construction and Equipment Sales, Major or Truck and Trailer Sales use are exempt from this requirement.
- (F) Portable building sales. Outdoor display of portable buildings for sale associated with Portable Building Sales use are exempt from this requirement.”

- Rationale: Clarified that Passenger Vehicle Rental exemption also includes Sales. Added exemption for Heavy Equipment, Machinery, Trailers as well as Portable Buildings as these uses require outdoor display

“(8) Outdoor display is not required to be screened. Outdoor display facing a public right-of-way or drive aisle is not required to be screened. Outdoor display visible to adjacent residentially zoned property or parkland shall be screened. This screening may be satisfied by bufferyard landscaping.”

- Rationale: Expanded that outdoor display facing residential areas or parkland is required to be screened.

Section 14.02.049(e) – Outdoor Storage and Display

“(3) A six-foot wall is required to screen outdoor storage when the property is located adjacent to property zoned more restrictive than the subject site, or when the storage is visible from a public right-of-way or parkland. This requirement is in addition to the screening requirements of this code, except where there is conflict this provision controls.”

- Rationale: Added that when outdoor storage is visible from parkland it is required to be screened.

“(6) The outdoor storage area is limited to a maximum one percent of the square footage of the principal structure or tenant space, or 100 square feet, whichever is less, within NB, DB, C-1, and C-2 districts with the following exceptions:

(A) Mini storage facilities which may provide for outside storage of vehicles (automobiles and recreational vehicles) are limited to a maximum area of 20 percent of the gross site area, if the aforementioned screening is provided.

(B) Accessory use of vehicle storage is exempt from the limitation on area as long as all other provisions for outdoor storage are met. For example, trucks utilized for moving, fleet vehicles or vehicles receiving auto repair.”

- Added a maximum of 100 sf for outdoor storage in NB, DB, C-1, and C-2 districts

“(8) Outdoor storage of equipment and vehicular storage shall be on a paved surface of asphalt, concrete, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. In C-3, IN-1 and IN-2 districts this provision may be modified by the Development Services Director.”

- Rationale: Adds a surfacing requirement for outdoor storage areas but allows flexibility in Heavy Commercial and Industrial zones.

Section 14.05.002(b)(C) – Planned Unit Development Procedures

“(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) ~~Front, side and rear setbacks~~ Setbacks
- (ii) Maximum height
- (iii) Maximum lot coverage
- ~~(iv) Floor area ratio~~
- (iv) Minimum lot width
- (v) Minimum lot area
- (vi) Off-street parking requirements

- (vii) ~~Number of~~ Maximum dwelling units per acre
 - (viii) Minimum dwelling unit size
 - (ix) Accessory building regulations
 - (x) Sign regulations along with a development agreement
 - (xi) Landscaping regulations along with a development agreement
 - (xii) Land uses and land use conditions
 - (xiii) Architectural standards along with a development agreement
 - (xiv) Special district requirements pertaining to the base zoning”
- Rationale: Increased what can be modified in a Planned Unit Development zoning ordinance to provide the design flexibility that a PUD is intended to allow

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS, RESIDENTIAL LAND USES, AND LAND USE CONDITIONS; MODIFYING GENERAL DEVELOPMENT REGULATIONS FOR SINGLE FAMILY STANDARD DISTRICT; AMENDING NON-RESIDENTIAL AND MIXED-USE DISTRICT LAND USES; AMENDING NON-RESIDENTIAL AND MIXED-USE DISTRICTS CONDITIONS; AMENDING NON-RESIDENTIAL AND MIXED-USE LAND USE CONDITIONS; AMENDING ACCESSORY STRUCTURES; AMENDING DEVELOPMENT STANDARDS FOR OUTDOOR STORAGE AND DISPLAY; AMENDING SINGLE FAMILY ATTACHED ARCHITECTURAL STANDARDS; AND AMENDING PLANNED UNIT DEVELOPMENT PROCEDURES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

WHEREAS, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

WHEREAS, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

WHEREAS, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

WHEREAS, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

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 Code of Ordinances. The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amended the definitions, residential land uses and land use conditions, general development regulations for Single Family Standard district, non-residential and mixed-use district land uses, non-residential and mixed-use land use conditions, development standards for accessory structure, outdoor storage

and display, Single Family Attached architectural standards, and Planned Unit Development procedures; as provided for in Sections 3 through 32 of this Ordinance.

SECTION 3. Amendment of Section 14.01.008 Definitions. Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

- (a) The definition for “Athletic Facility” is hereby added in alphabetical order to read as follows:

“*Athletic facility* means privately owned indoor and/or outdoor facilities devoted to organized sports, including but not limited to, soccer, basketball, gymnastics, and tennis. This use is distinct from Amusement (Indoor) and Amusement (Outdoor) in that it is less intense and would generate less traffic, noise, and other objectionable nuisances to adjacent properties.”

- (b) The definition for “Commercial Off-Street Parking” is hereby amended in its entirety to read as follows:

“*Commercial off-street parking* means the use of a site for the parking of motor vehicles on a temporary basis within a privately owned off-street parking facility. This use includes, but is not limited to, commercial parking lots and garages and excludes parking as an accessory use. This use is intended for customers to temporarily park their motor vehicles while visiting nearby uses. This use does not include vehicle storage or the parking of commercial or fleet vehicles.”

- (c) The definition for “Construction Services” is hereby deleted in its entirety.

- (d) The definition for “Off-Site Accessory Parking” is hereby amended in its entirety to read as follows:

“*Off-site accessory parking* means the use of a site for the provision of parking spaces, together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, located on a different site from the principal use and intended for use by customers or employees of the principal use. The principal use shall be located no further than an adjacent property or across one public or private right-of-way. This use does not include vehicle storage.”

- (e) The definition for “Outdoor Display and Sales” is hereby added in alphabetical order to read as follows:

“*Outdoor display and sales* means the outdoor display or sale of finished products actively available for sale for less than 24 hours a day. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, which shall be considered Outdoor Storage.”

- (f) The definition for “Outdoor Storage” is hereby added in alphabetical order to read as follows:

“*Outdoor storage* means the outdoor storage of products or goods that have a large size, mass, or volume that occur on site for more than 24 hours such as, but not limited to, heavy equipment, freight or commercial motor vehicles, trailers, construction materials, and raw, processed or packaged materials including any products on pallets, in shipping containers or in crates.”

- (g) The definition for “Portable Building Sales” is hereby added in alphabetical order to read as follows:

“*Portable building sales* means a site on which factory-manufactured portable buildings, such as manufactured homes, are displayed and offered for sale or order to the general public.”

- (h) The definition for “Truck Stop” is hereby amended in its entirety to read as follows:

“*Truck stop or Travel Center* means a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.”

SECTION 4. Amendment of Section 14.02.005 Residential Land Use Table. Section 14.05.005 of the Zoning Ordinance is hereby amended to revise the following uses as follows:

- (a) Residential Use “Single Family Attached (3 or more units)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-family attached (3 or more units)						P	C	C		

- (b) Non-Residential Use “Athletic Facility” is hereby added immediately following Non-Residential Use “Amenity Center” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Athletic Facility	C/S	C/S	C/S	C/S						

SECTION 5. Amendment of Section 14.02.006 Residential Land Use Conditions Table. Section 14.02.006 of the Zoning Ordinance is hereby amended to add the following conditions to read as follows:

(a) The Residential Land Use and Conditions for “Athletic Facility” and “Single Family Attached (3 or more units)” are hereby added in alphabetical order to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact. • May operate only between 7:00 a.m. and 9:00 p.m. • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site
Single Family Attached (3 or more units)	<ul style="list-style-type: none"> • When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure: <ul style="list-style-type: none"> ○ Maximum height, Minimum dwelling unit size, Maximum dwelling units, and Maximum units per structure. • When constructed in a common development (same property) with Multi-Family structures, all setback types for the entire property follow the more restrictive standard. • Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.

SECTION 6. Amendment of Section 14.02.007(b) General Development Regulations for Single Family Standard. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Single Family Standard (SF-2) District “Exterior Side Setback to Residential” to read as follows:

Exterior Side Setback to Residential	5’
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SECTION 7. Amendment of Section 14.02.007(c) Residential Development Standards Table Notes. Section 14.02.007(c) of the Zoning Ordinance is hereby amended to revise and add the following subsections to read as follows:

(a) Subsection (3) is hereby amended in its entirety to read as follows:

“(3) On approval by the Commission, SF-1 and SF-2 lots having approximately 5,750 square feet of lot area may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The Commission shall consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, 15-foot street side yard setback and 20-foot front yard setback. Lots owned by the same person may be combined into one building site.”

(b) Subsection (5) is hereby added to read as follows:

“(5) SF-1 and SF-2 lots within the Historic District as defined in section 14.02.031 may have minimum lot sizes of 5,750 square feet and minimum lot widths of 50 feet when being replatted by a Short Form Final Plat or Amended Plat.”

SECTION 8. Amendment of Section 14.02.007(d)(6) Table 6(A) Residential Accessory Building Setback Table. Section 14.02.007(d)(6) Table 6(A) of the Zoning Ordinance is hereby amended to revise “Accessory structures 120 s.f. and over, excluding detached garage” as follows:

Accessory structures 120 s.f. and over, excluding detached garage	25'	5'	5'	15'
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SECTION 9. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Athletic Facility” immediately following the use “Art studio or gallery” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Athletic Facility	C	C	C								

SECTION 10. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Construction and Equipment Sales (Major)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Major)									P	P	P

SECTION 11. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Construction and Equipment Sales (Minor)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Minor)							P	P	P	P	

SECTION 12. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use District use “Construction Services”.

SECTION 13. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Contractor’s Shop” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Contractor’s Shop								C	C	C	C

SECTION 14. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Gasoline Station (Full Service)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Full Service)								C/S	C		

SECTION 15. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Gasoline Station (Limited)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2

Gasoline Station (Limited)					C/S		C/S	C/S	C		
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SECTION 15. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Portable Building Sales” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Portable Building Sales									P	P	

SECTION 16. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Smoke Shop or Tobacco Store” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Smoke Shop or Tobacco Store							P	P	P		

SECTION 17. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use title from “Truck Stop” to “Truck Stop or Travel Center”.

SECTION 18. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Light Commercial (C-1)” to read as follows:

Light Commercial (C-1)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses along US Hwy 290.

SECTION 19. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Medium Commercial (C-2)” to read as follows:

Medium Commercial (C-2)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

SECTION 20. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Heavy Commercial (C-3)” to read as follows:

Heavy Commercial (C-3)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

SECTION 21. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Neighborhood Business (NB)” to read as follows:

Neighborhood Business (NB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather
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	solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> Outdoor display must be in accordance with section 14.02.049.
	<ul style="list-style-type: none"> Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses along US Hwy 290.
	<ul style="list-style-type: none"> Drive-through facilities are prohibited

SECTION 22. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Downtown Business (DB)” to read as follows:

Downtown Business (DB)	<ul style="list-style-type: none"> Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> Outdoor display must be in accordance with section 14.02.049.
	<ul style="list-style-type: none"> Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> Drive-through facilities are prohibited.

SECTION 23. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Condition for “Athletic Facility” immediately following the Non-Residential and Mixed-Use Land Use Condition for “Amusement (Outdoors)” to read as follows:

Athletic Facility	<ul style="list-style-type: none"> Athletic facilities within 300 feet of residential zoning districts, places of residence, such as nursing homes and
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	extended care facilities, and lodging establishments when first established must meet the following conditions:
	• Must be screened and buffered to minimize their impact
	• May operate only between 7:00 a.m. and 9:00 p.m.
	• Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

SECTION 24. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Contractor’s Shop” to read as follows:

Contractor’s Shop	• Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	• There is no storage of explosives.
	• There is storage of no more than 50 gallons of motor fuel.
	• There is no disposal of inoperable machines or waste on-site.
	• The areas used for storage of materials, fleet vehicles, or similar must be wholly enclosed within a structure or otherwise fully screened from view from adjacent residential areas, public rights-of-ways, and parkland.

SECTION 25. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Construction Services”.

SECTION 26. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Gas Station, Full Service” to read as follows:

Gas Station, Full Service	• Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	• Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	• Only automotive repair (minor) uses is permitted.

	<ul style="list-style-type: none"> Automobile washing facilities shall follow conditions of that use.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

SECTION 27. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Gas Station, Limited” to read as follows:

Gas Station, Limited	<ul style="list-style-type: none"> Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Automotive repair and automobile washing facilities are prohibited.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East

	<ul style="list-style-type: none"> ○ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> • In the Neighborhood Business (NB) and Light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <p style="margin-left: 40px;">Acceptable Pump Arrangement</p> <p style="margin-left: 40px;">X X</p> <p style="margin-left: 40px;">X X</p> <p style="margin-left: 40px;">Unacceptable Pump Arrangement</p> <p style="margin-left: 40px;">X X X X</p>
	<ul style="list-style-type: none"> • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

SECTION 28. Amendment of Section 14.02.046(1) Accessory Structures. Section 14.02.046(1) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

- (a) Subsection (B) is hereby amended in its entirety to read as follows:

“(B) Accessory structures may encroach into required yards according to each zoning districts permitted encroachment allowances.”
- (b) Subsection (I) is hereby amended in its entirety to read as follows:

“(I) Accessory structures shall be architecturally consistent with the principal structure. Portable classrooms installed for the school district on district owned property are exempt from this requirement.”

SECTION 29. Amendment of Section 14.02.049(c) Outdoor Storage and Display.

Section 14.02.049(c) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

- (a) Subsection (5) is hereby amended in its entirety to read as follows:

“(5) The outdoor display area shall not exceed ten percent of the square footage of the principal structure or 500 square feet, whichever is less, with the following exceptions:

- (A) Outdoor home accessory sales are exempt from this requirement.
- (B) Passenger vehicle sales and rental. Outdoor display of passenger vehicles for sale or rent is exempt from this requirement. This does not include vehicles used for moving.
- (C) Moving vehicle rental. Rental of vehicles utilized for moving of goods, personal or commercial, are limited to a maximum of four parking spaces. All other moving vehicles shall be screened in accordance with the outdoor storage requirements.
- (D) Garden Centers are exempt from this requirement.
- (E) Heavy Equipment, Machinery, and Trailers. Large heavy equipment, construction machinery, and trailers associated with a Construction and Equipment Sales, Major or Truck and Trailer Sales use are exempt from this requirement.
- (F) Portable building sales. Outdoor display of portable buildings for sale associated with Portable Building Sales use are exempt from this requirement.”

- (b) Subsection (8) is hereby amended to read as follows:

“(8) Outdoor display facing a public right-of-way or drive aisle is not required to be screened. Outdoor display visible to adjacent residentially zoned property or parkland shall be screened. This screening may be satisfied by bufferyard landscaping.”

SECTION 30. Amendment of Section 14.02.049(e) Outdoor Storage and Display.

Section 14.02.049(e) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

- (a) Subsection (3) is hereby amended in its entirety to read as follows:

“(3) A six-foot wall is required to screen outdoor storage when the property is located adjacent to property zoned more restrictive than the subject site, or when the storage is visible from a public right-of-way or parkland. This requirement is

in addition to the screening requirements of this code, except where there is conflict this provision controls.”

- (b) Subsection (6) is hereby amended in its entirety to read as follows:

“(6) The outdoor storage area is limited to a maximum one percent of the square footage of the principal structure or tenant space, or 100 square feet, whichever is less, within NB, DB, C-1, and C-2 districts with the following exceptions:

(A) Mini storage facilities which may provide for outside storage of vehicles (automobiles and recreational vehicles) are limited to a maximum area of 20 percent of the gross site area, if the aforementioned screening is provided.

(B) Accessory use of vehicle storage is exempt from the limitation on area as long as all other provisions for outdoor storage are met. For example, trucks utilized for moving, fleet vehicles or vehicles receiving auto repair.”

- (c) Subsection (8) is hereby added to read as follows:

“(8) Outdoor storage of equipment and vehicular storage shall be on a paved surface of asphalt, concrete, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.”

SECTION 31. Amendment of Section 14.02.062(b)(13)(A) Single Family Attached.

Section 14.02.062(b)(13)(A) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

- “(A) One, 12-foot by 20-foot (inside dimensions) garage parking space shall be provided per unit.”

SECTION 32. Amendment of Section 14.05.002(b)(C) Planned Unit Development Procedures. Section 14.05.002(b)(C) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

- “(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) Setbacks
- (ii) Maximum height
- (iii) Maximum lot coverage

- (iv) Minimum lot width
- (v) Minimum lot area
- (vi) Off-street parking requirements
- (vii) Maximum dwelling units per acre
- (viii) Minimum dwelling unit size
- (ix) Accessory building regulations
- (x) Sign regulations along with a development agreement
- (xi) Landscaping regulations along with a development agreement
- (xii) Land uses and land use conditions
- (xiii) Architectural standards along with a development agreement
- (xiv) Special district requirements pertaining to the base zoning”

SECTION 33. Construction

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

SECTION 34. Repealing all Conflicting Ordinances

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

SECTION 35. Savings Clause

This City Council of the City of Manor, Texas hereby declares if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion

or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION 36. Severability

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

SECTION 37. 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, Chapter 551 of the Texas Government Code.

SECTION 38. Effective Date

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED on First Reading this the ____ day of _____ 2021.

FINALLY PASSED AND APPROVED on this the ____ day of _____ 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the June 2, 2021, City Council Regular Meeting.

BACKGROUND/SUMMARY:

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

- June 2, 2021, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the City Council Minutes of the June 2, 2021, City Council Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
JUNE 2, 2021**

PRESENT:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

- Dr. Christopher Harvey, Mayor Pro Tem, Place 3
- Emily Hill, Place 1
- Anne Weir, Place 2
- Sonia Wallace, Place 4
- Deja Hill, Place 5
- Gene Kruppa, Place 6

CITY STAFF:

- Thomas Bolt, City Manager
- Lluvia T. Almaraz, City Secretary
- Ryan Phipps, Chief of Police
- Lydia Collins, Director of Finance
- Scott Dunlop, Development Services Director
- Tracey Vasquez, HR Manager
- Frank T. Phelan, City Engineer
- Paige Saenz, City Attorney
- Veronica Rivera, Assistant City Attorney
- Jon Snyder, PID Administrator – P3Works

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 Wallace at 7:04 p.m. on Wednesday, June 2, 2021.

PLEDGE OF ALLEGIANCE

At the direction of Mayor Wallace, Pete Dwyer with Dwyer Realty, led the Pledge of Allegiance.

PRESENTATION

A. Foster Community Central Texas

presented by Director, Chelsy Alexander, MSW

At the direction of Mayor Wallace, Ms. Alexander presented the attached PowerPoint Presentation.

Mayor Wallace expressed his thoughts regarding Foster Care and thanked Ms. Alexander for her presentation.

PROCLAMATIONS

A Declaring Friday, June 4, 2021, as "National Gun Violence Awareness Day"

Mayor Wallace read and presented proclamation declaring Friday, June 4, 2021, as "National Gun Violence Awareness Day" to Chief of Police Phipps.

B. Declaring the Month of June 2021, as "LGBTQ+ Month"

Mayor Wallace read and presented proclamation declaring the Month of June 2021, as "LGBTQ+ Month" to City Manager Bolt.

C. Declaring the Month of June 2021, as "National PTSD Awareness Month"

Mayor Wallace read and presented proclamation declaring the Month of June 2021, as "PTSD Awareness Month" to Council Member Weir and Chief of Police Phipps.

PUBLIC COMMENTS

There were no public comments.

At the request of City Manager Bolt, Agenda Item No. 3 was moved to the Consent Agenda.

CONSENT AGENDA

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the May 19, 2021, City Council Regular Meeting.**

3. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 43.92 acres, more or less, out of the James Manor Survey No. 40, Abstract 546, and being located in the 9900 block of Hill Lane, Manor, TX from Single Family (SF-1) to Light Industrial (IN-1).

Applicant: GarzaEMC

Owner: Butler Family Partnership, Ltd.

Submitted by: Scott Dunlop, Development Services Director

Darren Huckert with Garza EMC submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Rich Leisy with Ryan Companies submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, to approve and adopt all items on the Consent Agenda.

Mayor Wallace adjourned the regular session of the Manor City Council into Executive Session at 7:29 p.m. on Wednesday, June 2, 2021, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in – *Sections 551.087 and 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Economic Development Negotiations - Lagos PID; and Section 551.072 Deliberations regarding Real Property* at 7:29 p.m. on Wednesday, June 2, 2021.

The Executive Session was adjourned at 8:33 p.m. on Wednesday, June 2, 2021.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:33 p.m. on Wednesday, June 2, 2021.

Mayor Wallace opened the floor for action to be taken on the items discussed in the Executive Session.

There was no action taken.

At the request of City Manager Bolt, Agenda Item No. 10 was conducted after Agenda No. 2.

REGULAR AGENDA

2. Consideration, discussion, and possible action on the reallocation of bond proceeds between authorized improvements in the Lagos Public Improvement District (PID).

The City staff recommended that the City Council provide City staff and consultants direction on which authorized improvements to reallocate in the upcoming Lagos PID Amended SAP.

Pete Dwyer with Dwyer Realty submitted a card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Mayor Wallace discussed the landscape requirements and other improvements for the upcoming Lagos PID SAP.

There was no action taken.

10. Consideration, discussion, and possible action on the Annual Audit Financial Statements of the City of Manor, Texas for the year ending September 30, 2020.

The City staff recommended that the City Council approve and accept the City of Manor, Texas Annual Financial Report and Independent Auditor's Report Year Ended September 30, 2021.

Jeremy Myers with Atchley & Associates, Austin, Texas, submitted a speaker card in support of this item. Mr. Myers discussed the Audit Financial Statements for the City of Manor.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, to approve and accept the City of Manor, Texas Annual Financial Report and Independent Auditor's Report Year Ended September 30, 2020.

There was no further discussion.

Motion to approve carried 7-0

4. Consideration, discussion, and possible action on a resolution approving and authorizing the Rose Hill Public Improvement District Reimbursement Agreement.

The City staff recommended that the City Council approve Resolution No. 2021-15 approving and authorizing the Rose Hill Public Improvement District Reimbursement Agreement.

PID Administrator Jon Snyder discussed the PID agreement.

Resolution No. 2021-15: A Resolution of the City of Manor, Texas Approving and Authorizing the Rose Hill Public Improvement District Reimbursement Agreement.

MOTION: Upon a motion made by Mayor Pro Tem Havey and seconded by Council Member Wallace, to approve Resolution No. 2021-15 approving and authorizing the Rose Hill Public Improvement District Reimbursement Agreement.

There was no further discussion.

Motion to approve carried 7-0

5. Consideration, discussion, and possible action on a contract between Travis County and the City of Manor for the collection of the Rose Hill Public Improvement District assessments.

The City staff recommended that the City Council approve the agreement for Billing and Collection Services between Travis County and the City of Manor related to the Rose Hill Public Improvement District.

MOTION: Upon a motion made by Mayor Pro Tem Havey and seconded by Council Member Wallace, to approve the agreement for Billing and Collection Services between Travis County and the City of Manor related to the Rose Hill Public Improvement District.

There was no further discussion.

Motion to approve carried 7-0

6. Consideration, discussion, and possible action on a contract between Travis County and the City of Manor for the collection of the Manor Heights Public Improvement District assessments.

The City staff recommended that the City Council approve the agreement for Billing and Collection Services between Travis County and the City of Manor related to the Manor Heights Public Improvement District.

MOTION: Upon a motion made by Mayor Pro Tem Havey and seconded by Council Member Kruppa, to approve the agreement for Billing and Collection Services between Travis County and the City of Manor related to the Manor Heights Public Improvement District.

There was no further discussion.

Motion to approve carried 7-0

7. Consideration, discussion, and possible action on appointment of Planning and Zoning Commission and Developer Representative to serve as Community Impact Fee Advisory Committee.

The City staff recommended that the City Council approve appointing the Planning and Zoning Commission and a development community representative as the Community Impact Fee Advisory Committee.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve appointing the Planning and Zoning Commission and Barth Timmermann as the development community representative for the Community Impact Fee Advisory Committee.

The discussion was held regarding the revisions to the Community Impact Fee Ordinance.

The discussion was held regarding the wastewater line sizes.

There was no further discussion.

Motion to approve carried 7-0

8. Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project.

The City staff recommended that the City Council approve Change Order No. 1 to the construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project with Excel Construction Services, LLC in the amount of \$47,022.00.

City Engineer Phelan discussed the proposed change order.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Mayor Pro Tem Harvey, to approve Change Order No. 1 to the construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project with Excel Construction Services, LLC in the amount of \$47,022.00.

There was no further discussion.

Motion to approve carried 7-0

9. Consideration, discussion, and possible action on an ordinance adopting an Amended Annual Budget for the City of Manor for Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

The City staff recommended that the City Council approve Ordinance No. 612 adopting an Amended Annual Budget for the City of Manor for Fiscal Year beginning October 1, 2020, and ending September 30, 2021.

Finance Director Collins discussed the amendments to the Annual Budget for FY20-21.

The discussion was held regarding the Economic Development Director position.

The discussion was held regarding the Grant Specialist position.

The discussion was held regarding the IT Director position.

Ordinance No. 612: An Ordinance of The City of Manor, Texas, Adopting an Amended Annual Budget for The Ensuing Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Appropriating the Various Amounts Thereof, and Repealing all Ordinances or Parts of Ordinances in Conflict Therewith; and Providing for an Effective Date.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve Ordinance No. 612 adopting an Amended Annual Budget for the City of Manor for Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

There was no further discussion.

Motion to approve carried 7-0

11. Acknowledge the resignation of Planning and Zoning Commissioner Jacob Hammersmith, Place No. 2 and declare a vacancy.

The City staff recommended that the City Council acknowledge the resignation of Planning and Zoning Commissioner Jacob Hammersmith, Place No. 2 and declare a vacancy.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Weir, to acknowledge the resignation of Planning and Zoning Commissioner Jacob Hammersmith, Place No. 2 and declare a vacancy.

There was no further discussion.

Motion to approve carried 7-0

12. Consideration, discussion, and possible action on City Attorney Legal Services for the City of Manor (The Knight Law Firm, LLP).

Mayor Wallace discussed the current agreement for legal services. He is requesting an updated agreement with current services. Mayor Wallace requested additional information to be added to the agreement regarding immediate notifications to Council on legal matters.

City Attorney Saenz addressed the Council regarding the current agreement with the city.

She discussed the role of the City Attorney for the City.

The discussion was held regarding the relationship with Legal Counsel, City Council and City staff.

The discussion was held regarding an ordinance that further defines duties, roles and expectations.

The discussion was held regarding communication among staff, legal and council.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Emily Hill, to update the current legal services contract as well as items discussed between Legal Staff and City Council.

There was no further discussion.

Motion to approve carried 7-0

13. Acknowledge and acceptance of retirement announcement of City Manager, Thomas Bolt.

The City staff recommended that the City Council acknowledge and accept the retirement announcement of City Manager, Thomas Bolt.

City Manager Bolt expressed his gratitude for serving the City of Manor for many years and thanked Council and City staff.

Mayor Wallace thanked City Manager Bolt for his service and for his dedication.

Council Member Kruppa thanked City Manager Bolt for his service and wished him a happy retirement.

Director of Finance Collins stated a retirement party would be planned for City Manager Bolt and information will be provided on a later date.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Emily Hill, to acknowledge and accept the retirement announcement of City Manager, Thomas Bolt.

There was no further discussion.

Motion to approve carried 7-0

14. Consideration, discussion, and possible action on the Consulting Firm for City Manager's position.

The City staff recommended that the City Council approve a Consulting Firm for the City Manager's position.

HR Manager Vasquez discussed the following proposed Consulting Firms and reports.

- Affion Public Consulting
- SGR Proposal
- Chris Hartung Proposal
- Ralph Andersen Proposal
- City Manager Searches Report
- Executive Search Firm Summary

The discussion was held regarding Veteran Firms through the Department of Labor.

Director of Finance Collins stated that this cost had not been budgeted and would need to go before the Budget Committee for approval and then present to City Council for an amendment budget request.

The discussion was held regarding the budget impact for this expense.

The discussion was held regarding the recruiting process to take place internally vs externally.

The discussion was held regarding senior staff involvement on the hiring process.

Mayor Pro Tem Harvey expressed his thoughts regarding the hiring process for the City Manager position.

City Manager Bolt expressed his thoughts regarding the hiring process for the City Manager position.

Council Member Kruppa expressed his thoughts regarding the hiring process for the City Manager position.

Council Member Deja Hill expressed her thoughts regarding the hiring process for the City Manager position.

Mayor Pro Tem Harvey requested for a Formal Plan for City Council to review.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Emily Hill, to approve that City staff would conduct the hiring process for the City Manager's Position internally and present to Council a list of candidates.

Mayor Pro Tem Harvey asked for a friendly amendment motion to simplify the request to approve City staff to be the search firm and have City staff bring back an action plan by the next council meeting.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Emily Hill, to accept friendly amendment motion.

There was no further discussion.

Motion to approve carried 7-0

15. Consideration, discussion, and possible action on the transition plan for City Manager’s position.

The City staff recommended that the City Council approve the transition plan for the City Manager’s position.

HR Manager Vasquez discussed the proposed transition plan for City Manager’s position.

Mayor Wallace discussed the expectations for the transition plan.

Mayor Pro Tem Harvey discussed the 90-day entry plan.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to adopt the transition plan for the City Manager’s position.

There was no further discussion.

Motion to approve carried 7-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 10:15 p.m. on Wednesday, June 2, 2021.

These minutes approved by the Manor City Council on the 16th day of June 2021.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

FOSTER *Community* CENTRAL TEXAS

Director, Chelsy Alexander, MSW



Mission

- Supporting Communities, Strengthening Families.

History

- Foster Community was born out of the Travis County Collaborative for Children (TCCC), an initiative that works to bring system wide change to the way foster children in Travis County are cared for during, and after, their time in state custody.
- Launched in the Summer of 2017 under Mission Capitol
- Moved to Partnerships for Children in Fall of 2018

What we do

Foster Community's vision is to keep children as close to home as possible by increasing and connecting supports within supportive communities.

SUPPORT/Connect

- Partners
- Allies
- Adoption Collaborative

RECRUIT

- Info Sessions
- Community Engagement Resource Service



EDUCATION/INFORMATION

- Social Media
- Website
- Other (Media)

FOSTER COMMUNITY CARES

- Targeted Community Events



2020 and Beyond

- 50+ Community Meetings
- 75+ Information Sessions
- 1500+ Info Session Attendees
- 32 Partners (Child Placing Agencies and Resource Organizations)

Foster Community Cares



- Targeted Community Event
- Co-Hosts include leaders from the communities of the city being served
- Partners and Allies as Exhibitors
- Coalition

City of Manor

35 Community Members

13 FC Partners

4 Community Leaders

Law Enforcement



Website & Social Media

We provide opportunities to support Youth in foster care in a variety of ways

FIND THE WAY
that's right for **You**

CHOOSE **YOUR** PATH

SUPPORT
Volunteer with an organization on administrative tasks or fundraising events
[Learn More](#)

FOSTER
Become a temporary or longer-term placement or adopt youth in care
[Learn More](#)

Transforming Child Welfare-Manor

Item 2.

- **Supporting Communities, Strengthening Families**
- **Connecting Resources to families**
- **Kinship Support**



If you want to go fast, go alone. If you want to go far, go together.

-African Proverb





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Assistant Development Services Director
- Community Development – Debbie Charbonneau, Heritage and Tourism Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Michael Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance
- Human Resources – Tracey Vasquez, HR Manager

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- May 2021 Department Monthly Reports

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve and accept the May 2021 Departmental Reports.

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



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 6/16/2021

May 2021

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1708	2747	37.8↓	Patrol Car Rental
Average CFS per day	55	88.6	37.9↓	
Open Cases	21	22	4.5↓	YTD \$9,657
Charges Filed	36	49	26.5↓	
Alarm Responses	46	37	24.3↑	
Drug Cases	12	13	7.6↓	
Family Violence	12	15	20↓	
Arrests Fel/Misd	10Fel/26Misd	20Fel/29 Misd	50Fel↓/10.3Misd↓	
Animal Control	11	10	10↑	
Traffic Accidents	49	16	206↑	
Impounds	53	88	39.7↓	
DWI Arrests	16	11	45.4↑	
Traffic Violations	543	870	37.5↓	
Ordinance Violations	13	52	52↓	
Total Victim cases	22	25	12↓	
Victims served	13	17	23.5↓	
Laboratory Submissions	7	4	75↑	

Notes:

*DNA- DATA NOT AVAILABLE

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

May 1-31, 2021

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	3	\$2,800.00	\$304.00	
Commercial Irrigation	2	\$21,632.00	\$13,840.00	
Commercial Remodel/Repair	1	\$5,000.00	\$565.40	Bloor House
Commercial Swimming Pool	1	\$220,000.00	\$722.00	Manor Grand Apartments
Residential Accessory	1	\$12,855.00	\$227.00	
Residential Deck/Patio	8	\$160,900.00	\$1,816.00	
Residential Electrical	10	\$214,757.02	\$1,070.00	
Residential Foundation	1	\$7,250.00	\$97.00	
Residential Foundation Repair	1	\$7,500.00	\$97.00	
Residential Irrigation	15	\$38,758.75	\$1,605.00	
Residential Mechanical-HVAC	2	\$8,651.00	\$216.00	
Residential New	35	\$10,433,668.85	\$266,418.00	
Residential Plumbing	4	\$1,500.00	\$428.00	
Totals	84	\$11,135,272.62	\$287,405.40	

Total Certificate of Occupancies Issued: 53

Total Inspections(Comm & Res): 1,047

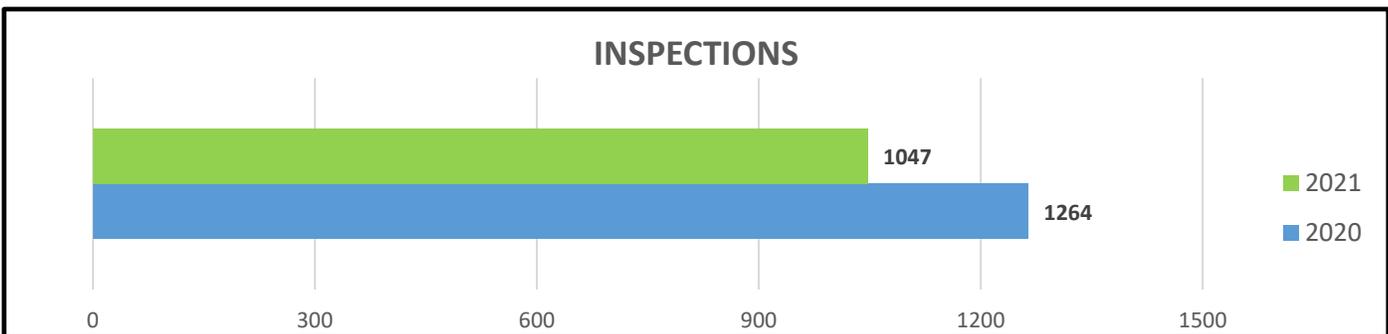
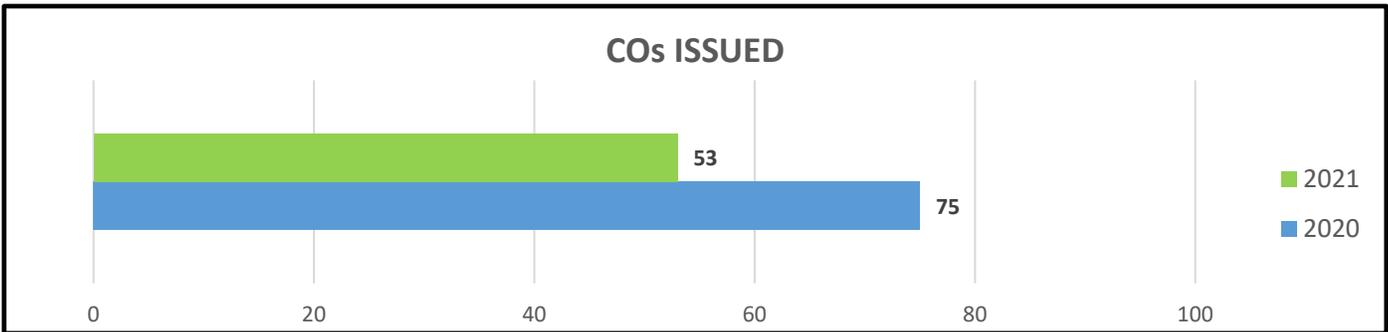
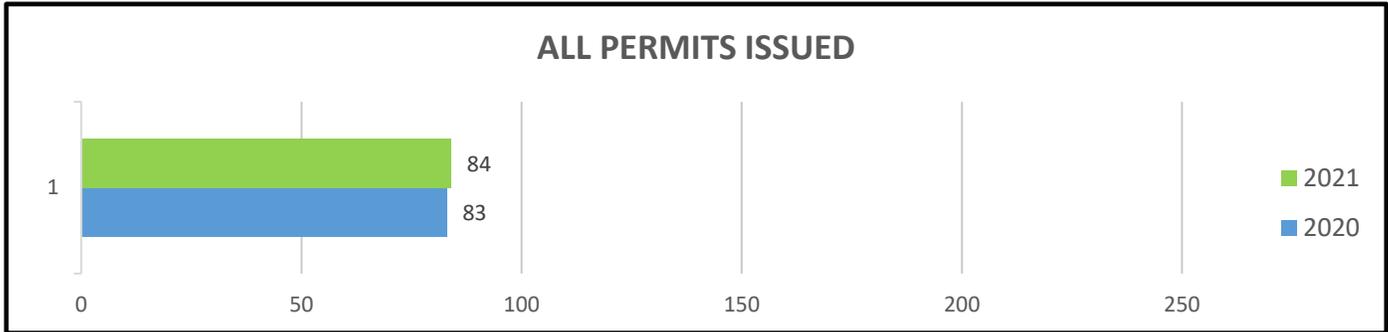
Tom Bolt, City Manager





May 2021

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: June 16, 2021
 RE: **May 2021 & June 2021**

COMMUNITY MEETINGS

Chamber of Commerce May Board of Directors Meeting (ZOOM)
 Chamber of Commerce May Meeting (ZOOM)
 Chamber of Commerce June Board of Directors Meeting – In Person
 Chamber of Commerce June Meeting (ZOOM)

BUSINESS CONTACTS/VISITS

I made twenty (20) business contacts/visits for the months of May & June.
 Attended the Ribbon Cutting for Modisett & Sons on April 28, 2021.

EVENTS

Leadership Manor Class Weekly Meeting (ZOOM) – Wednesday, May 5, 2021.

Leadership Manor State Day – In person – Wednesday, May 19, 2021.

Leadership Manor Graduation – Graduation was held at Libation Station on Wednesday, May 12, 2021. The class had a fantastic year even with the pandemic and were able to complete their class project. The class is encouraged to become involved with their community by serving on city boards, commissions or committees, other community volunteer opportunities, volunteer at events and create an Alumni Association. Thank you to everyone who attended the graduation.

Juneteenth Event – Saturday, June 19, 2021. The event will be from 10:00am – 12:00pm beginning with a Unity Walk from City Hall to Jennie Lane Park. At the park the speakers will be Mayor Larry Wallace, Jr., Terry P. Mitchell, Founder, Black Leaders Collective and Rudolph “Rudy” K. Metayer, Executive Director, Texas Black Caucus Foundation and ending with social time.



MEMO

“Summer Fun” – This is the new event for the month of July and will run the same was as the popular “Spring Fling.” The participating businesses are – Libation Station, Duett’s Tire Service, Maxine’s Gumbo House, Texas Traditional Barbecue, Golden Beijing, I’Wayne’s Caribbean Kitchen and Modisett & Sons.

MANORPALOOZA 2022 – MAY 6 & 7, 2022

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

INDEPENDENCE DAY CELEBRATION

The event will be on Sunday, July 4, 2021 from 7:00pm – 10:00pm in the parking lot of Manor Senior High School. Music will be provided by PDA and the fireworks show will be by USG. The food trucks will arrive at 2:00pm and the gates will open at 4:00pm. This event is free and open to the public on a first come first serve basis. We are holding weekly meetings throughout the month of June.

OTHER DUTIES

CivStart Bi-Weekly ZOOM Meetings – These meetings are attended by the CivStart team, Tom Bolt, Mayor Wallace, Councilwoman Anne Weir, Scott Dunlop, Lydia Collins, Heath Ferguson, Matt Cody and myself.

CivStart is a nonprofit accelerator for government technology startups dedicated to creating an hones and inclusive ecosystem for innovative solutions to the more pressing problems faced by state and local governments.

CivStart Meeting – May 3, 2021 – CivStart scheduled the meeting to keep them updated about our progress with Qwally. These will be twice a month meetings.

CivStart Meeting – May 17, 2021 – Bi-weekly meting to provide updates and progress.

Qwally Meeting – May 3, 2021 – We are meeting weekly as we go through the three-month pilot program on our project. Once the three-month trial period is over and the project is ready to go live, there will be a presentation to the Mayor and City Council as what the future plans will be.

Qwally Meeting – May 10, 2021 – Weekly meeting and update.



MEMO

Qwally Meeting – May 17, 2021 – Weekly meeting and update.

Qwally Meeting – May 24, 2021 – Weekly meeting and update.

CivStart Meeting – June 3, 2021 – Weekly meeting and update.

Qwally Meeting – June 7, 2021 – Weekly meeting and update.

Qwally Meeting – June 14, 2021 – Weekly meeting and update.

City Council Meeting (ZOOM) – Attended the City Council meeting on Wednesday, May 19, 2021.

Keep Manor Beautiful – May 18, 2021 - Monthly Meeting (In Person.) Working on our goals and future activities.

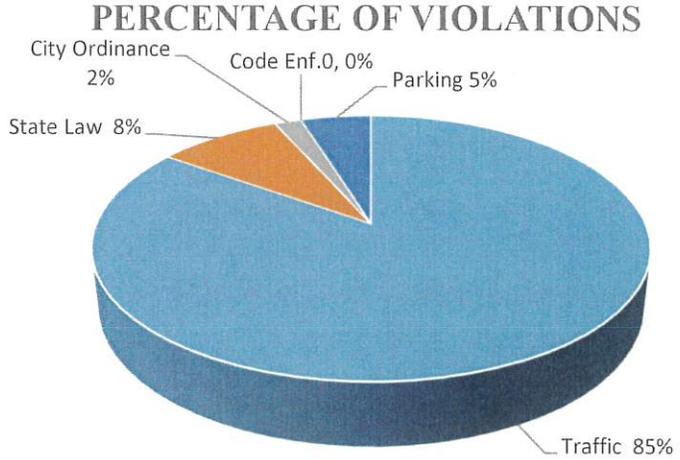
Keep Manor Beautiful – June 15, 2021 – Monthly Meeting (In Person.) Continuing to work on growing organization.

Elgin Chamber of Commerce – Attend a 25th anniversary celebration for Amy Miller for being a Main Street Manager.

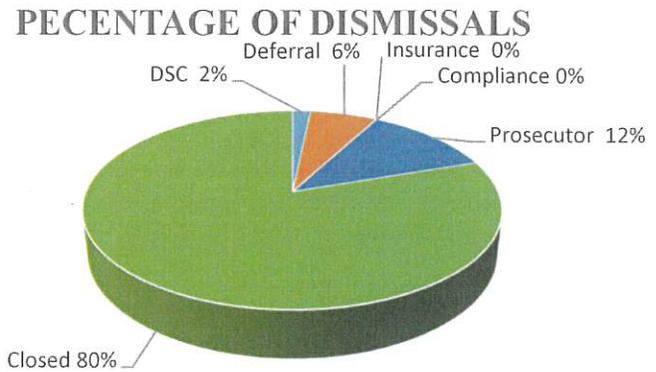
City of Manor Municipal Court

MAY 2021

Violations Filed	May-21	May-20
Traffic	139	309
State Law	14	23
City Ordinance	3	2
Code Enforcement	0	2
Parking	8	1
Total	164	337



Dismissals	May-21	May-20
DSC	3	9
Deferral	11	45
Insurance	0	0
Compliance	0	1
Prosecutor	21	1829
Closed	142	1998
Total	177	3882



Warrants	May-21	May-20
Arrest Warrants	0	0
Capias Pro Fine	0	0
Total	0	0



Money Collected in May 2021

Kept By City	\$24,518.06
Kept By State	\$10,675.90
Total	\$35,193.96

Money Collected in May 2020

Kept By City	\$37,438.00
Kept By State	\$13,062.92
Total	\$50,500.95



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: June 9, 2021
RE: May Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In the month of May, 48% of the water we supplied to our residents was from our wells, and we purchased 52% from EPCOR and Manville WSC.

Population

City of Manor- 15,520
Shadowglen- 5,867

Subdivision Inspections

- Street Inspections- 19
- Water Inspections- 2
- Wastewater Inspections- 3

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Final punch list items being corrected	99%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Creekside lift station genset installed, tested and started up Carrie Manor lift station manholes under construction	60%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Scope of work substantially complete, project closeout items remain	100%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Second lift from Murray to Lane being installed. The SETs have been formed and will be poured on Friday as long as the weather is good.	15%
Park Bathroom	Public restroom for Timmerman Park	Project award next month	Bidding Phase
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Equipment arriving this month for installation	20%
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Pipe supplier has issued a force majeure due to limited supplies. We are waiting to hear back on estimated pipe delivery date and any possible cost increases.	Award Phase

US 290 Water Line	12” water line extension from Presidential Glen along US 290 to past Kimbro Road	Change order to reflect pipe cost increases due to the force majeure has been executed by the City and Contractor. Notice to proceed was issued for July 1 with a September 29 completion date	Construction Phase
FM 973 Water and Wastewater Lines	12” water line and 12”/15” gravity wastewater line in FM 973	Design survey began this week and will continue for three weeks	Design Phase
Bastrop/Parsons Gravity Main	12” gravity wastewater main	Utility adjustments in Parsons are being conducted concurrently with ongoing construction	20%
CIP W-15 FM973 WL	12” Water Line from downtown to Manor Commons area	Final design ongoing	Design
Pavement Management Program	Pavement Assessment and Management Program	Mapping of roadway network in GIS complete, field data collection to be completed this week	Data Collection

Streets and Parks Monthly Report May 2021

Daily Duties and Projects 5-1-2021 / 5-31-2021

- Street Maintenance- sidewalk repair and replace at 12701 Carillon Way
- Street Maintenance patched potholes on S. San Marcos, E. Carrie Manor, Blake Manor, E. Burton, S Burnet, N. Bastrop, Sun Crest, Bois D Arc, Greg Manor RD, Abrahamson, Old Kimbro, Johnson Rd, John Nagle, Hill Ln, East Lane, Murry St,
- Street Maintenance- Cleaned drainage at Wheeler and San Marcos St
- Street Maintenance- guard rail repair and replace on Blake Manor Rd.
- Street Maintenance- Placed signs at New Public works building.
- Street Maintenance- Placed a Cemetery entrance and exit signs.
- Street Maintenance- Milled asphalt on Browning St between Bastrop and Lexington St for base repairs for paving.
- Trimmed trees at Bell Farms Park.
- Street Maintenance Hamilton Point Park poured sidewalk to playscape.
- Jennie Lane Park – Added Mulch to flower beds.
- Hamilton Park-placed Park rules sign.
- Hamilton Park- installed sidewalk to playscape
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

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

Presidential Heights Phase 3 – homes are still being built.

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

Presidential Heights Phase 5 – Homes are being built.

Stonewater North Phase 2- Homes are being built.

Stonewater North Phase 3-1-year Walkthrough has been done, contractor in process of repairs.

Lagos Phase 2- Contractor in development process.

Manor Commons- phase 1- 2-year walkthrough has been done, contractor in process of repairs.

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

Manor Commons Apartments – still in building process.

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

Manor Heights – Phase I Sec. 2 Contractor has not started building process.

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

Grass Dale Manor Apartment - is in building process.

Manor Grand Apartments - is in building process.

Prose Manor Commons Apartments – is in development process and building process.

Dairy Queen – Contractor in development and building process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Logos Village Clusters in development process.

Water Monthly Report May 2021

For the month of May, the Water Department had 32 service calls, 8 repair jobs, 10 maintenance jobs and 4 inspections.

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

Repairs

12901 Samuel Adams –repaired a service leak. On 5-6-21 by CD, JB.

400 West Parsons – City yard replaced two water supplies hose on booster pump 2 and 3 on 5-2-21 by JB.

11819 Bastrop - Replaced broken meter curb stop a on 5-6- by CD, JB.

North Caldwell and West Parsons NW corner -Repaired a 2" water main break on 5-11-21 by CD, JB, DD.

5311 Gilbert Rd. at Clearwell - Reported power outage at 7:00 P.M to Austin Energy at the City's Well fields. The power was restored by 9:00 PM on 5-18-21 by JT, RM.

12701 Jamie Drive -Replaced a broken meter lid on 5-24-21 by AM, AB.

500 North Lockhart - Repaired a 6" water main break used a 6 x 12 1/2 repair clamp on 5-5-21 by FZ, CD, JB, and AM. Let repair area dry out and back fill excavation on 5-11-21 by CD, JB, and AM.

5311 Gilbert Ln. at Clearwell - Reported power outage at 9:00 P.M 5-28-21 to Austin Energy at the City's Well fields due to thunderstorm. Power was restored 4:00 PM 5-29-21 by JT, AM.

Maintenance

Tower Ln. Meter Vault – Pumped rainwater out of vault on 5-4-21 by CD, JB.

Gregg Ln. meter vault- Pumped rainwater out of vault on 5-4-21 by CD, JB.

City yard at 547 Llano St - Repaired water hose on pressure washer on 5-7-21 by RM.

Aqua Tech Lab – Perform the first set of monthly water bacteriological samples on 5-5-21 by DD. The lab results were negative to any harmful bacteria's on 5-6-21 by JT.

Aqua Tech Lab – Perform the second set of monthly water bacteriological samples on 5-20-21 by DD. The lab results were negative to any harmful bacteria's on 5-21-21 by JT.

Longhorn Safety Fire Extinguisher– Perform yearly inspection on 5/24/21.

5311 Gilbert Rd. at Clearwell - changed out cl2 bottle number 150 lbs. cl2 on 5-25-21 by JT.
number 150 lbs. cl2 by RM, AM 4-22-21.

Flush water mains - Perform monthly flushing of fire hydrants at dead end main required by the Texas Commission on Environmental Quality. (TCEQ)

Locate Water Mains and wastewater lines for contractors. –

East and West side of North Lexington St. between HWY 290 and Murray Ave. 5-11-21
by FZ, DD.

12821 Wedding Dr. to 12848 St. Mary, 12701 Doorbell St. to 12833 Doorbell St., 12800 Chime Dr. to
12833 Doorbell St., and 12821 Wedding Dr. to 12821 Wedding Dr. on 5-12-21 by FZ, DD.

Inspections

East 290 Waterline Pre-Con Meeting at Old Kimbro Rd- pre con meeting with city engineer and Atlas
underground utilities on 5-18-21 by JT, DD.

Presidential Heights to Old Kimbro R North side of HWY 290.- 12" water main on 5-18-21 by JT, DD.

Wastewater Monthly Report May 2021

For the month of May, the Wastewater Department had 2 service calls, 5 repair jobs, 10 maintenance jobs and 3 inspections.

Service Calls

17113 Hamilton Point-sewer clog-jetted city service and cleared line on 5-5-21 by DD, AB.

13237 Forest Sage – sewer clog-jetted city service and cleared line on 5-5-21 by DD, AB.

Repairs

12809 Doorbell -repaired wastewater tap and installed new cleanout on 5-5-21 by CD, AM, and JB.

Presidential Glen Lift Station – replace floats on pump two on 5-10-21by CD, AM, and JB.

Bell Farms Lift station Generator- need to repair fuel injection pump sent off to be repaired on 5-20-21 by CD, JT.

19309 Smith Gin - installed new cleanout on 5-25-21 by DD, AB.

Las Entradas Lift station- reset overload switch pump on control panels due to thunderstorm reset switch pump on 5-28-21 by RM.

Education

Raymond Muniz - completed Wastewater laboratory class 5-27-21.

Joshua Rasco - completed Wastewater Treatment class 5-27-21.

Maintenance

Hamilton Point Circle to Lampasas St - hydro jet main on 5-24-21 by CD, AM, and JB.

Lampasas St. to John Nagle - hydro jet main on 5-24-21 by CD, AM, and JB.

Lexington St. to Caldwell St. between Boyce and Parsons - hydro jet main on 5-24-21 by CD, AM.

Constellation to from Maxa St. to Canopy - hydro jet main on 5-25-21 by CD, AM, and JB.

Maxa from Constellation to Marie St. - hydro jet main on 5-25-21 by CD, AM, and JB.

Carillon Way from Tinker St. to Pealing Way - hydro jet main on 5-28-21 by CD, AM.

Wilbarger Plant- Wastewater Transport Hauled 5 loads of sludges out of digester number two. on 5-5-21 by JT.

Chemical

Wilbarger Plant - ordered 1900 gallons of sodium hypochlorite 10% solution for Wilbarger plant on 5-18-21 by JT.

Bell Farms Lift station- fill hydrogen peroxide tank 245 gallons on 5-27-21 by JT.

Presidential Glen Lift station - fill hydrogen peroxide tank 200 gallons on 5-27-21 by JT.

Stonewater Lift station -fill hydrogen peroxide tank 100 gallons on 5-27-21 by JT.

Inspections

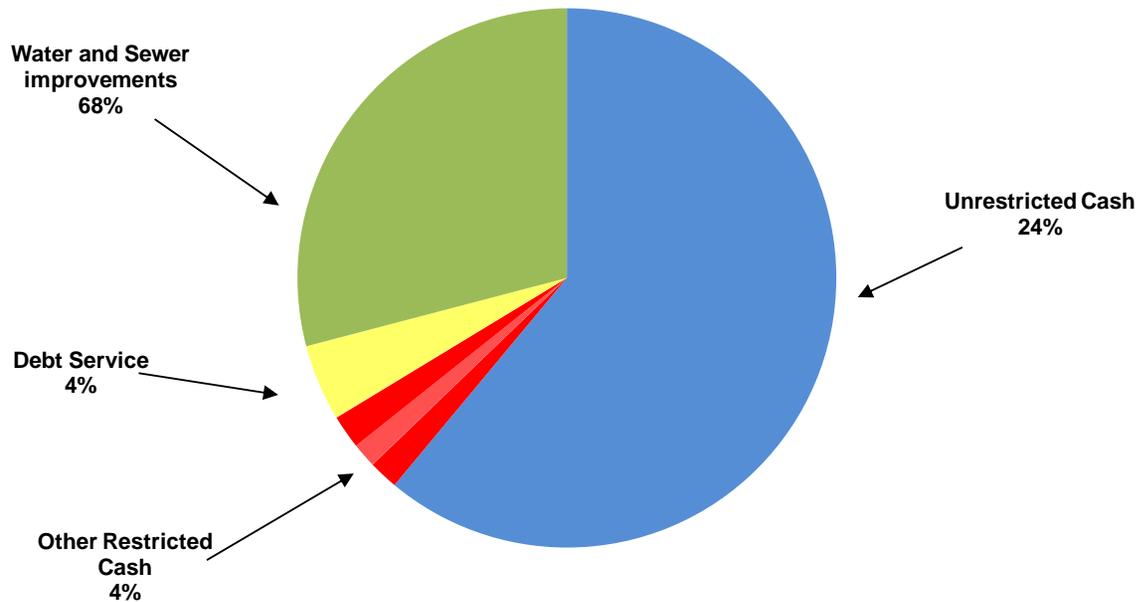
Manor Prose -Pressure test wastewater mains by Alliance on 5-3-21 by DD.

Manor Prose -Pressure test wastewater mains by Alliance on 5-4-21 by DD.

Manor Commons lots 12 A and 12 B - informed contractor (Kenny Commercial) that manholes still need to be coated contractor stated they will be done sometime next week will re-inspect manholes when job is completed on 5-26-21 by JT, DD.

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

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$12,957,332	\$ 8,894,225			\$ -	\$ 21,851,557
Restricted:						
Tourism				633,752		633,752
Court security and technology	7,986					7,986
Rose Hill PID				521,217		521,217
Customer Deposits		725,640				725,640
Park	8,933					8,933
Debt service			1,632,780			1,632,780
Capital Projects						
Water and sewer improvements		-		10,407,550		10,407,550
TOTAL CASH AND INVESTMENTS	\$12,974,251	\$ 9,619,865	\$ 1,632,780	\$ 11,562,519	\$ -	\$ 35,789,415



Overview of funds:
 \$214,025.27 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status



MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Manager

Date: June 16, 2021

RE: Update: Human Resources Directive on recruitment process for executive candidates and the recruitment process report.

June 2021

June 2, 2021

During the June 2, 2021, City Council meeting it was requested by Council for the Human Resources department to establish and report on an Executive Recruiting Process and strategy.

June 16, 2021

Please see attached information regarding requested material:

- Human Resources Directive
- Recruitment Process Timeline



Section: 4: Employment	Title: HR Directives
Department: Human Resources	Executive Recruiting Process
Effective Date:	06/2021
Last Review/Revision:	
Author:	Tracey Vasquez

Purpose

The purpose of this policy is to ensure the City of Manor recruits highly experienced public management professionals to contribute to the City’s overall success of the visions and goals for the community. Each candidate hired will make a significant contribution to the City of Manor. Understanding the value of the role for which the city is recruiting aids in making a successful decision. In hiring the most qualified candidate for executive-level positions, the recruiting process is as follows.

Scope

Intended for all Human Resources employees.

Procedure

Personnel Job Description and Summary

Personnel job descriptions must be initiated and analyzed by the Human Resources department, approved by the department Director, and then finalized by the City Manager or City Council (if applicable).

- Establish introduction, transparency, expectation statement
- Position title; hours/shifts; FLSA filing
- Essential job functions
- Qualification requirements
- Education, experience, and other requirements



- Preferred specified certifications
- Working conditions

Job Postings

The Human Resources department will create job postings to briefly describe the specific position to which the City is recruiting.

- Establish specified recruitment advertising instructions

All executive postings will be posted on the City’s website, social media pages, as well as on outside sources such as LinkedIn, TML, ICMA, TMPA, NLC. Position postings will then be forwarded to Department heads, City Council and HR Roundtables to share with their professional groups. The Human Resources department will be responsible for tracking all candidates and retaining applications, resumes, and portfolios as required. Other sources of advertisement may be sought after at this level of recruitment as well.

Internal, qualified candidates with satisfactory employment status may apply for any posted position with the consent of their manger or director.

All candidates for a posted vacancy will be considered based on their qualifications and ability to perform the job successfully.

Interview Process

The Human Resources department will screen candidates prior to scheduling interviews by using the following procedures:

- Resume’/ portfolio screening for qualifications
- Skills and experience
- Extensive reference checking (travel may be required)
- Extensive law enforcement background investigation and psychological evaluation.
- Phone interview

The interview process will begin once a candidate is chosen, the City assess candidates by using a Two Panel Interview Process, one panel will consist of department Directors, Human Resources, and the City Manager using a ratable questionnaire. The other panel will consist of the Mayor and City Council.



The interviews will be scheduled by the Human Resources department by determining what works for all the candidates and panelists. The interview session will have a rating system to assign values to the candidate's skills and expertise regarding cognitive, social, personnel, financial, and technological knowledge. This system may also determine some previous accomplishments, work ethics, professional development, and goals.

Selection and Employment Offers

After the completion of the interview process, the Human Resources department will gather all data for each individual candidate and offer a binder/folder presentation of five (5) qualified candidates to the Mayor and City Council for review and determination.

Once a candidate is selected, he/she will meet with the Mayor and the City's legal team to negotiate a proposed contract.

References

- SHRM
- CJIS Security Policy
- Employee Policies & Procedures

TIMELINE (TENTATIVE)	PROCESS ACTIVITY
Day 1-3	<ul style="list-style-type: none"> • Establish position title, essential job functions, and qualification • Approval from Management or Council
Day 4-5	<ul style="list-style-type: none"> • Initiate recruitment process: <ul style="list-style-type: none"> -Post position on City website, social media, and inter-City social sites -Recruit on outside sources i.e., LinkedIn, TML, ICMA, TMPA, NLC, along with other professional municipal groups - Search other sources of advertisement
Day 6-14	<ul style="list-style-type: none"> • Review portfolios and/or resumes • Progress report- check for quality and diversity of applicants • Begin reviewing and qualifying potential candidates
Day 15-22	<ul style="list-style-type: none"> • Completion of screening for qualifications • References are contacted and completed • Law enforcement background investigation and psychological evaluation completed • Review and process qualified candidates for the panel interview procedure
Day 23-37	<ul style="list-style-type: none"> • Panel Interview process begins
Day 38-45	<ul style="list-style-type: none"> • Qualified candidate and Council negotiate contract • Successor accepts offer of employment
** Timeline is subject to change regarding candidates, qualifications, and review and reference responses.	



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Assignment and Assumption of Development Agreement between IDEA Public Schools and 973 Building Hope, LLC.

BACKGROUND/SUMMARY:

This assigns the previously approved IDEA School development agreement to Building Hope (Compass Rose). This would permit Building Hope to amend the IDEA School DA and also be subject to all the provisions of the agreement.

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

- Assignment and Assumption of Development Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve an Assignment and Assumption of Development Agreement between IDEA Public Schools and 973 Building Hope, LLC.

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

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Assignment and Assumption of Development Agreement for the Design and Construction of Water and Wastewater Line Improvements (the "**Assignment**") is executed and delivered on this the ___ day of 2021, by IDEA PUBLIC SCHOOLS, a Texas non-profit corporation ("**Assignor**"), to and in favor of 973 BUILDING HOPE, LLC a Texas limited liability company ("**Assignee**").

A. Assignor is a party to that certain Development Agreement for the Design and Construction of Water and Wastewater Line Improvements, April 15, 2020, by Assignor and the City of Manor, Texas (the "**Development Agreement**").

B. Pursuant to that certain Special Warranty Deed dated May 14, 2021, between Assignor, as "Grantor," and Assignee, as "Grantee" (the "Deed"), Assignor is conveyed to Assignee the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").

C. In connection with the conveyance of the Property to Assignee, and subject to the terms of this Assignment, Assignor desires to assign to Assignee all of its rights and interests under the Development Agreement, and to delegate to Assignee the obligations of Assignor under the Development Agreement. Assignee desires to accept such assignment and assume such obligations under the Development Agreement, as more particularly provided below in this Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys and transfers to Assignee the rights and interests of Assignor under the Development Agreement arising from and after the date of this Assignment, and Assignee hereby accepts such assignment. The parties intend for this Assignment to be in accordance with and subject to Section 10 of the Development Agreement.

2. **Delegation of Obligations.** Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Development Agreement arising from and after the date of this Assignment, all of which obligations are hereby assumed by Assignee (collectively, the "Obligations"), including without limitation: (a) any indemnity obligations, to the extent applicable to the Property concerning claims that arise after the date hereof or to Assignee by reason of its ownership the Property, (b) any obligation to follow and be bound by all applicable rules, regulations and policies, (c) any obligation to pay any fees, assessments or exactions as may be imposed by the Development Agreement applicable to the Property, and (d) any obligations arising under the Development Agreement by reason of a default of Assignee under the Development Agreement (with respect to any obligations assumed by Assignee hereunder).

3. **Amendment to Development Agreement.** Assignor and Assignee agree that any amendment to the Development Agreement after the date hereof shall not require the approval of the Assignor.

4. **Indemnification.**

4.1 Assignee's Indemnity. Assignee shall defend, indemnify and hold harmless Assignor, its members, officers, agents, employees and representatives from any loss, cost, liability or expense, incurred by Assignor arising out of or resulting from Assignee's breach of the Development Agreement from and after the date of this Assignment, other than any damage or liability based on Assignor's breach or default under the Development Agreement.

4.2 Assignor's Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its members, officers, agents, employees and representatives from any loss, cost, liability or expense incurred by Assignee arising out of or resulting from Assignor's breach of the Development Agreement from and after the date of this Assignment, other than any damage or liability based on Assignee's breach or default under the Development Agreement.

5. **Entire Agreement.** This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

6. **Binding Effect.** All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Headings.** The headings and captions in this Assignment are convenience only and shall not control or affect the meaning or construction of

any provision of this Assignment.

8. **Counterparts; Facsimile Signatures.** Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

THIS ASSIGNMENT AND ASSUMPTION OF THE DEVELOPMENT AGREEMENT is executed as of the date first written above.

ASSIGNOR:

IDEA PUBLIC SCHOOLS, a Texas non-profit corporation

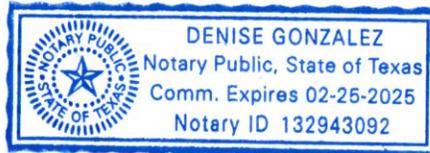
By: [Signature]
Name: Leanne Hernandez
Title: Co-CFO

Date: June 10, 2021

STATE OF Texas §
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this the 10 day of June 2021, by Leanne Hernandez, Co-CFO of IDEA Public Schools, on behalf of said non-profit corporation.

[Signature]
Notary Public, in and for the State of Texas



ASSIGNEE:

973 BUILDING HOPE, LLC, a Texas limited liability company

By: *Jerry Zayets*
Name: **Jerry Zayets**
Title: **Vice President**

Date: **06-10-21**

STATE OF Maryland
COUNTY OF Howard

VP This instrument was acknowledged before me on this the 10 day of June 2021, by Jerry Zayets
of Building, on behalf of said company.
Hope Real Estate

Sherree L Gasaway Notary
Public, in and for the State of Maryland

SHERECE L. GASAWAY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 1, 2024

CONSENT OF THE CITY OF
MANOR

The City of Manor hereby consents to the assignment by IDEA PUBLIC SCHOOLS of its rights and interests under the Development Agreement with respect to the Property to 973 BUILDING HOPE, LLC, as provided in this Assignment of Development Agreement.

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by _____, _____ of the City of Manor, a home-rule municipal corporation and political subdivision of the State of Texas, on behalf of the municipal corporation.

Notary Public, in and for the State of Texas

Exhibit A
Legal Description

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING ALL OF A CALLED 13.189 ACRE TRACT OF LAND CONVEYED TO IDEA PUBLIC SCHOOLS IN DOCUMENT NO. 2017062033 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 13.189 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

BEGINNING at a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set on a point in the east right-of-way line of F.M. 973, a variable width right-of-way being described as a called 9.173-acre tract conveyed to the State of Texas, recorded in Document No. 2002222872 of the Official Public Records of Travis County, Texas, said point being the southwest corner of said 13.189-acre tract,, same being a northwest corner of a Remnant Portion of a called 15.00-acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000046322 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 01°20'42" E, with the east right-of-way line of said F.M. 973, same being the west boundary line of said 13.189-acre tract, a distance of **958.86 feet** to a $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set on a point in the east right-of-way line of said F.M. 973, said point being the northwest corner of said 13.189-acre tract, same being the southwest corner of a called 32.950-acre tract (Tract 8) conveyed to Terrell Commercial Investments, LP, recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas for the northwest corner hereof;

THENCE S 68°14'23" E, departing the east right-of-way line of said F.M. 973, with the north boundary line of said 13.189-acre tract, same being the south boundary line of said 32.950-acre tract, at a distance of 121.53 feet passing an iron rod with cap marked "Property Corner" found at the southeast corner of said 32.950-acre tract, same being the southwest corner of a called 7.716-acre tract conveyed to Delores Lee Harris Brown, a/k/a/ Dee L. Brown, Individually, recorded in Document No. 2020177326 of the Official Public Records of Travis County, Texas, and continuing with a north boundary line of said 13.189-acre tract, same being the south boundary line of said 7.716-acre tract, a total distance of **781.22 feet** to an iron rod with cap marked "Property Corner" found on a point in the west margin of Suncrest Road (no recording information found), said point being the southeast corner of said 7.716-acre tract, same being the northeast corner of said 13.189-acre tract for the northeast corner hereof;

THENCE S 20°10'09" W, with the west margin of said Suncrest Road, same being the east boundary line of said 13.189-acre tract, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found on a point in the west margin of said Suncrest Road, said point

being the southeast corner of said 13.189- acre tract, same being the northeast corner of a Remnant Portion of said 15.00-acre tract for the southeast corner hereof;

THENCE N 62°19'27" W, departing the west margin of said Suncrest Road, with the south boundary line of said 13.189-acre tract, same being the north boundary line of a Remnant Portion of said 15.00-acre tract, a distance of **475.60 feet** to the **POINT OF BEGINNING** and containing 13.189 acres in Travis County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job Number 51175-05.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Escrow Deposit Agreement between 973 Building Hope, LLC, Cottonwood Holdings LTD, and the City of Manor.

BACKGROUND/SUMMARY:

Building Hope (Compass Rose) is seeking to locate a temporary school on property owned by Cottonwood Holdings in the Shadowglen Development at the intersection of N. FM 973 and Shadowglen Trace (13538 N FM 973). The city is seeking to ensure the development is truly temporary and only necessary while a permanent facility if constructed across FM 973. This Escrow Agreement establishes a maximum amount of time Building Hope (Compass Rose) may utilize the sites (Dec. 31, 2022) and provides \$50,000 in a city held escrow account that the city may utilize to remove the temporary structures should Building Hope (Compass Rose) exceed that maximum time period.

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

- Escrow Deposit Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve an Escrow Deposit Agreement between 973 Building Hope, LLC, Cottonwood Holdings LTD, and the City of Manor.

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

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this "Agreement") is made and entered into to be effective as of the ____ day of ____ 2021 (the "Effective Date"), is by and among **FM 973 BUILDING HOPE, LLC**, a Texas limited liability company ("Building Hope"), **COTTONWOOD HOLDINGS, LTD**, a Texas limited partnership ("Owner"), and the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation situated in Travis County (the "City") pursuant to the authority granted to the City by its powers as a home rule municipal corporation and the general laws of the State of Texas including § 212.172 of the Texas Local Government Code.

RECITALS

WHEREAS, the Owner owns the tract of land generally described as 13538 N FM 973, Manor TX 78653, and more particularly described as Lot 1, Block B, Shadowglen Trace Commercial Section B and a 6.5548 acre tract being shown in Exhibit A, attached hereto and incorporated herein (collectively, the "Property");

WHEREAS, Building Hope intends to lease the Property from the Owner (the "Lease Agreement") and develop the Property for use as a public school, including without limitation, a public charter school, together with uses ancillary thereto (collectively, the "Permitted Uses") by constructing and maintaining modular buildings (the "Temporary Structures") for one (1) year from the Effective Date, and in no case for longer than December 31, 2022 (the "Project") according to the terms included in this Agreement;

WHEREAS, that certain Development Agreement for the ShadowGlen Subdivision dated January 10, 2011 (recorded as Document No. 2012158027) and amendments thereto (the "ShadowGlen Development Agreement") currently permits the use of the Property for the Project;

WHEREAS, further amendment to the ShadowGlen Development Agreement will allow for the continuation of any currently permitted uses, so long as a required site development permit is filed with the City before additional amendments to the ShadowGlen Development Agreement are adopted; and

WHEREAS, in reflecting the parties' intent that the Project be temporary, Building Hope will provide a payment in escrow to ensure that the Temporary Structures are removed on the earlier of thirty days after the earlier of (a) the end of the term of the Lease Agreement (the "Lease Term"); or (b) December 31, 2022 (the "Removal Date");

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

I. APPLICABLE SITE REGULATIONS AND ESCROW

- 1.1 Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if fully set forth herein.
- 1.2 Site Regulations. Building Hope shall be permitted to construct modular buildings commonly used by public schools for temporary classroom space at the Property, save and except the 6.5548 acre tract described in Exhibit A (the “Adjacent Tract”). Building Hope agrees to only construct a driveway and soccer fields on the Adjacent Tract and no modular buildings or structures shall be installed or constructed on the Adjacent Tract. The Project shall comply with site location, parking, and height requirements found in the original ShadowGlen Development Agreement.
- 1.3 Temporary Nature of Development. The Temporary Structures shall be removed within thirty (30) days after the earlier of the (a) expiration of the Lease Term; or (b) the Removal Date.
- 1.4 Escrow. Building Hope shall deposit \$50,000.00 in escrow held in a separate account of the City within ten (10) business days after site plan approval for the Project (the “Deposit”). The funds may be used by City for removal of the Temporary Structures within sixty (60) days after the Removal Date if Building Hope has not removed the Temporary Structures prior to such sixtieth (60th) day. Any surplus funds shall be reimbursed to Building Hope after the City provides notice that the Temporary Structures are removed from the Property. If the Temporary Structures are removed by Building Hope by the Removal Date, the City shall return the Deposit to Building Hope thirty (30) days after Building Hope provides notice to the City that the Temporary Structures are removed from the Property.
- 1.5 Consulting Fees. Building Hope shall be responsible for reimbursing the City for its reasonable, out of pocket, consultant fees related to the consideration of this Agreement, whether such consideration occurs prior to the Effective Date.

II. DEFAULT AND REMEDIES

- 2.1 Remedies. Following the occurrence of a breach of Building Hope’s obligations or the City’s obligations under Article I of this Agreement, only Building Hope, the Owner, and the City shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If a party shall fail to comply with any term, provision or covenant of this Agreement (a “Defaulting Party”) and shall not cure such failure within fifteen (15) days after receipt of written notice (or if the default is of such character as to require more than fifteen (15) days to cure and the Defaulting Party

shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter) from a person or entity with the right hereunder to seek relief for such breach (a “Non-Defaulting Party”) to the Defaulting Party of such failure, the Non-Defaulting Party shall have the option of pursuing any remedy it may have at law or in equity, including, without limitation, specific performance or injunctive relief from a court of competent jurisdiction. Notwithstanding the foregoing, the City shall not be required to provide written notice to Building Hope before the City removes the Temporary Structures so long as the City proceeds in accordance with the timelines set forth in Section 1.4 hereof.

III. GENERAL PROVISIONS

- 3.1 No Third-Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties hereto, and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person or the public.
- 3.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) one (1) business day after being placed in a prepaid package with a national, reputable overnight courier addressed to the other party at the address hereinafter specified; or (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. A party may change its respective addresses for notices by giving five (5) business days' advance written notice to the other in the manner provided for herein. Until changed in the manner provided herein, the parties' addresses for notice is as follows:

Owner:

Cottonwood Holdings, Ltd.
C/o Dwyer Realty Companies
9900 US HWY 290 E
Manor, TX 78653
Attn: Danny Burnett

With a copy to:

Metcalf, Wolff, Stuartt & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attn: Talley J. Williams

Building Hope:

Building Hope Predevelopment, LLC
910 17th Street NW, Suite 1100
Washington DC, USA 20006

With a copy to:

Drenner Group, P.C.
200 Lee Barton Drive, Suite 100
Austin, Texas 78704
Attn.: Charley Dorsaneo

City:

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

With a copy to:

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

- 3.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the matters set forth herein. The parties do not rely upon any statement, promise or representation with respect to the matters set forth herein that is not herein expressed, and, this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.
- 3.4 Severability. If any provision of this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this Agreement that is held invalid, illegal or unenforceable, that be added as a part hereof a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may possible and be legal, valid and enforceable.
- 3.5 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which

together shall constitute one and the same instrument.

- 3.6 Termination. This Agreement shall terminate upon the removal of the Temporary Structures.
- 3.7 Conflict with Ordinance. To the extent that any of the covenants, conditions and restrictions contained within this Agreement conflict with terms or conditions addressed in the ordinance issued by the City of Manor, or any supporting materials, for purposes of this Agreement the terms and conditions of this Agreement shall control.
- 3.8 Applicable Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas. The obligations set forth herein are and shall be performable in Travis County, Texas.
- 3.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The City, Owner and Building Hope have the authority to enter into this Agreement and no additional signatories or consents are required by either parties to make this Agreement binding and fully enforceable.
- 3.10 Construction. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or federal holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or federal holiday.
- 3.11 Anti-Boycott Verification. To the extent this Agreement 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 and Building Hope represent that neither Owner and Building Hope nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner and Building Hope (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.
- 3.12 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement 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, Owner and Building Hope represent that Owner and Building Hope nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner and Building Hope is a company listed by the Texas Comptroller of Public

Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

[The Remainder of This Page Is Intentionally Left Blank. Signature Pages Follow.]

EXECUTED, effective as of the Effective Date as provided herein above.

BUILDING NO. 21

OWNER

COTTONWOOD HOLDINGS, LTD, a Texas limited partnership

By: _____

Name: _____

Title: _____

[Signature]
Peter A. Dwyer
president
6/10/2021

BUILDING HOPE

FM 973 BUILDING HOPE, LLC, a Texas limited liability company

By: *Zayets*

Name: **Jerry Zayets**

Title: **Vice President**

THE CITY

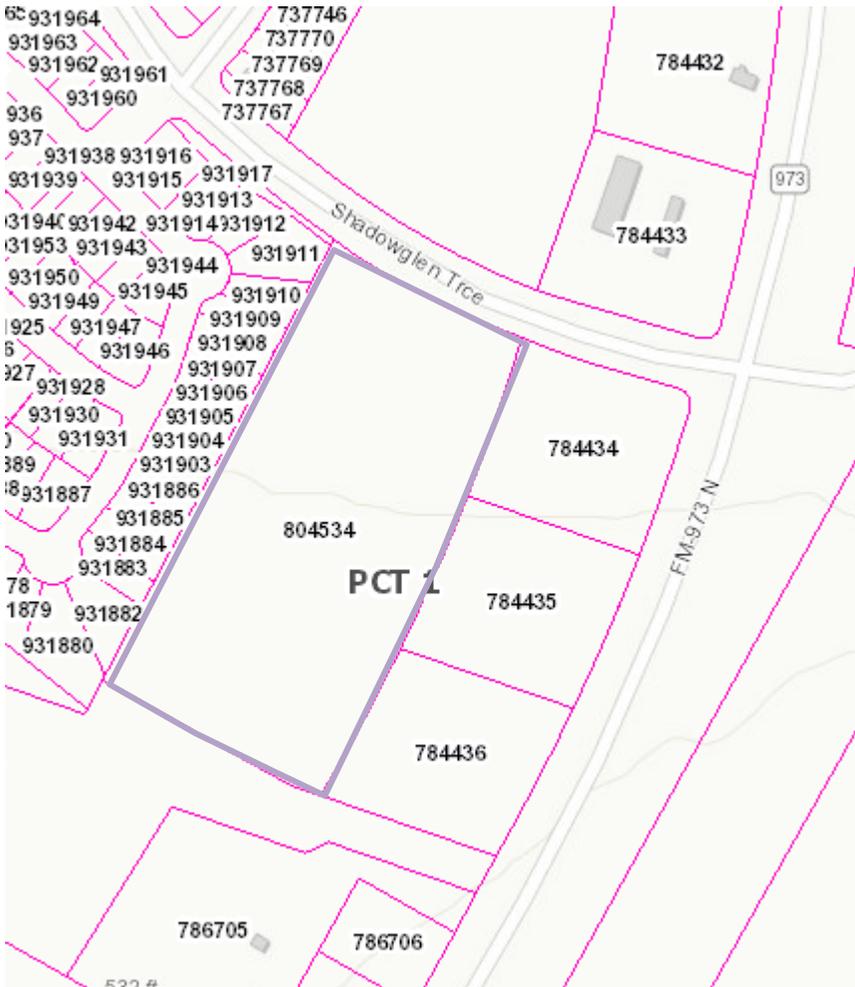
CITY OF MANOR

By: _____

Name: _____

Title: _____

EXHIBIT A





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a tree mitigation fee-in-lieu request for 37 caliper inches for the Grace Covenant Christian Center located at 14518 US Hwy 290 E.

Applicant: Ranger Engineering, PLLC
Owner: Grace Covenant Christian Center

BACKGROUND/SUMMARY:

The Planning and Zoning Commission approved the removal of three (3) trees that are 18” or larger. There is a 4th tree that is 16” caliper inches that is also being removed but did not require P&Z approval. Trees 18” or larger have a 2:1 mitigation ratio and trees 8” – 18” have a 1:1 ratio. The removal of the 4 trees resulted in a 148 caliper inches needing to be placed within the developed portions of the property. Their landscape plan accommodated 111 caliper inches leaving them with 37 unmitigated for caliper inches.

The Parks Department has suggested a fee-lieu of \$175 per caliper inch, \$6,475 total for the 37 caliper inches, to cover the costs of acquiring trees and staff time and resources to plant them. The funds are deposited in a specific tree fund account and used only to provide trees on public property like parks or city facilities. The location of new trees would be determined by the Parks Department and the Public Tree Care Committee.

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

- Letter of Intent
- Tree Survey
- Landscape Plan

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve a tree mitigation fee-in-lieu request for 37 caliper inches for the Grace Covenant Christian Center located at 14518 US Hwy 290 E in the amount of \$175 per caliper inch.

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

Civil Engineering
512-785-8446
marco@sectexas.com

5524 Bee Cave Road, Suite B-2
Austin, Texas 78746

LETTER OF INTENT

June 1, 2021

City of Manor Development Services
105 E. Eggleston Street
Manor, Texas 78653

RE: Grace Covenant Christian Church
14518 E US Hwy 290
Manor, Texas 78653

To Scott Dunlop:

This is a letter of intent for the purpose of requesting the removal of four (4) trees 8” and larger, located at 14518 E US Hwy 290. This request will allow for the buildable area of a 12,000 square foot religious assembly development. We are requesting the tree removal with the understanding that the 18”, 22” and 26” Live Oak trees will require a 2:1 mitigation ratio and a 16” Live Oak will require a 1:1 ratio for mitigation. The total inches to be replaced through mitigation is 148”. We are proposing to mitigate on site a total of 75” of shade trees and 36” of ornamental trees totaling 111”. We are requesting a fee in lieu to be paid for the remaining 37”.

Because of the existing constraints on site, consisting of an existing pond and associated plant material, the location of the proposed building and parking lot were sited to take advantage of these features. The owner is hoping to preserve the undeveloped portion of the property for potential contemplative walks, interpretive or education outdoor learning opportunities.

We understand that City Council will determine the fee in lieu.

We appreciate your time and the opportunity to work with the City on making this project come to fruition.

Feel free to contact the undersigned at 512-785-8446 with any questions.

Sincerely,
Marco Castaneda, PE



TREE MITIGATION CALCULATIONS:

TREE TAG	SPECIES	DIAMETER	TO REMAIN/REMOVE	MITIGATION RATIO	TOTAL CALIPER INCHES TO BE REPLACED
8	LIVE OAK	16"	REMOVE	1:1	16"
9	LIVE OAK	18"	REMOVE	2:1	36"
10	LIVE OAK	22"	REMOVE	2:1	44"
11	LIVE OAK	26"	REMOVE	2:1	52"

TOTAL CALIPER INCHES TO BE REMOVED: 82"
 TOTAL CALIPER INCHES TO BE REPLACED: 148"

ON SITE MITIGATION PROVIDED: 75"
 PROPOSED SHADE TREE INCHES PROVIDED: 36"
 PROPOSED ORNAMENTAL TREE INCHES PROVIDED: 111"
 TOTAL NUMBER OF INCHES PROVIDED ON SITE: 111"

TOTAL NUMBER OF INCHES TO BE PAID FEE IN LIEU OF: 37"

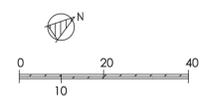
TOTAL FEE TO BE PAID IN LIEU OF: 37 x \$xxx PER INCH = \$ xxxx

General Landscape Notes

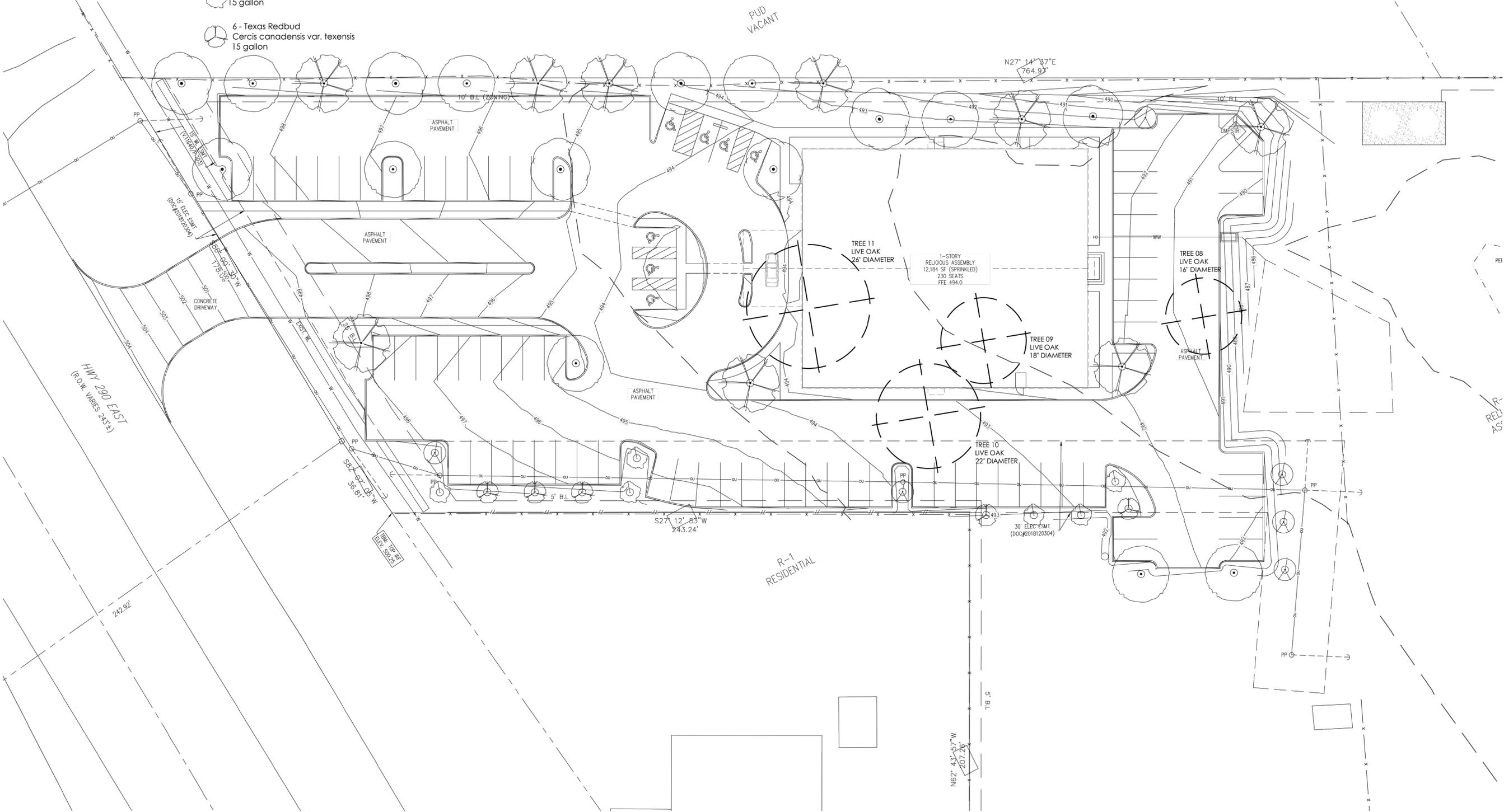
- All new plant material shall meet the latest requirements of the American Standard for Nursery Stock (ANSI Z60.1).
- All new plant material shall be planted and maintained in accordance with the latest edition of the American National Standards Institute requirements for Tree, Shrub, and Other Woody Plant Maintenance (ANSI A300 Parts 1 through 6).
- Provide adjustable flood bubblers on all trees in order to meet the specific hydrologic requirements of newly planted trees in accordance with the TCEQ.
- Drip emitters (bubblers) shall be installed at each tree location and operate on valves separate from the spray zones.
- All landscaping and irrigation shall be installed according to the City of Manor requirements.
- All landscape beds and tree rings are to be mulched unless otherwise noted.
- All landscape areas shall be hydro seeded with Common Bermuda installed unless otherwise noted.
- A combination of drip and a conventional system for irrigation has been selected for this development.
- All trees overhanging a drive aisle, fire lane or loading zone shall be limbed up 14'. All trees overhanging a pedestrian walk way or sidewalk shall be limbed up 8'.
- Do not exceed maximum 4' cut or fill within the 1/2 CRZ of any preserved trees.
- Outdoor condensers, utility huts and other building service equipment shall be screened from view on all sides using a vegetative screen with at least two varieties of plant material from the preferred plant list that, at maturity, is at least the height of the equipment to be screened.

LEGEND

	NEW	EXISTING
WATER LINE	W	W
STORM DRAIN	SD	SD
WASTEWATER LINE	WW	WW
MANHOLE	MH	MH
AREA INLET	AI	
CURB INLET	INLET	
WATER VALVE		
FLOWLINE ELEVATION	FL	
TOP OF GRATE	TG	
TOP OF CURB	TC	
FINISH GRADE	FG	
FIRE HYDRANT		
TREE		
WW LINE INSP. PORT.	WW	



- 9 - Burr Oak
Quercus macrocarpa
3" Min. DBH
- 8 - Chinquapin Oak
Quercus muhlenbergii
3" Min. DBH
- 8 - Shumard Red Oak
Quercus shumardii
3" Min. DBH
- 6 - Native Yaupon Holly (female)
Ilex vomitoria
15 gallon
- 6 -Crape Myrtle 'Natchez'
Lagerstroemia indica var. 'Natchez'
15 gallon
- 6 - Texas Redbud
Cercis canadensis var. texensis
15 gallon



General Notes

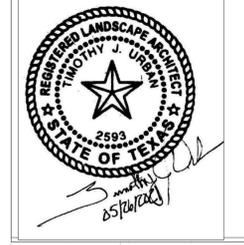
The developer and subsequent owners of the landscaped property, or the manager or agent of the owner, shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of the Subdivision Regulations.

REV. NO.	DATE	DESCRIPTION

Manor

Urban Landforms
1906 S. Main St. Georgetown Texas

Grace Covenant Church
14518 East US Hwy 290
Manor, TX



DRAWN BY:	TJU
DESIGN BY:	TJU
SURVEY BY:	
REVIEWED BY:	



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work for George Butler Associates, Inc. for the Manor I&I Program.

BACKGROUND/SUMMARY:

Presently the City of Manor is experiencing significant Inflow and Infiltration (I/I) into the City's wastewater collection system. This migration of surface stormwater and groundwater into the collection system reduces available system capacities for conveyance and treatment of municipal sewage. Additionally, peak wet weather flows that include large quantities of I/I water can lead to collection system bypasses (spills) and excursions (effluent violations) at the City's wastewater treatment works.

The attached proposal for a coordinated I/I program will enable the City to quantitatively analyze the entire wastewater collection system. Creation of a complete Geographical Information System (GIS) map of the collection network will establish unique identifiers for all system elements and basins, and establish desired locations for metering, rainfall and groundwater monitoring. Analysis of normalized collection system flow data against established benchmarks will quantitatively identify the areas with the system that exhibit normal, high and excessive I/I.

Once collection system basins have been ranked, a targeted sanitary sewer evaluation study (SSES) can be performed to identify specific I/I sources within the CITY's collection system. This program is developed as part of a multi-year approach to I/I mitigation that will maximize the available capacities of the City's collection and treatment works and reduce the likelihood of bypasses and excursions.

As a result of these findings, this will ultimately help to drive budgetary decisions for system rehabilitation in the future. Prioritized, recommended repairs will be made based on the resulting prioritization of I/I sources. The goal being to most effectively enhance longevity of the existing system and minimize the need for more costly repairs that otherwise would not have been identified.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Yes
PRESENTATION: Yes
ATTACHMENTS: Yes

- Statement of Work

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the proposed Statement of Work #4 to the existing Master Services Agreement with George Butler Associates, Inc. for the Manor I&I Program in the amount of \$143,324.00.

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

EXHIBIT A

Statement of Work (SOW) No. 4 TO MASTER SERVICES AGREEMENT

Statement of Work No. 4 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

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

ASSIGNMENT: Professional Engineering Services to establish a comprehensive plan for the CITY to address Inflow and Infiltration (I/I) removal from the sanitary sewer collection system. To accomplish this, an accurate, up-to-date inventory of the collection system will be established. A targeted sanitary sewer evaluation study (SSES) will be performed subsequently to identify I/I sources within the CITY's collection system. An actionable plan will be developed with a multi-year focus in mind. The ENGINEER will provide this comprehensive plan in three (3) phases. This SOW encompasses the first two (2) phases of this plan.

SCOPE OF SERVICES:

Phase I – Establishing a Network

TASK 100: ADMINISTRATION

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

SUBTASK 1: Contract Maintenance

SUBTASK 2: Kickoff Meeting

SUBTASK 3: Progress Meetings

TASK 200: GIS MAP CREATION AND INVENTORY

SUBTASK 1: Development of a sewer GIS Map and Flow Meter Basins: The ENGINEER will utilize the CITY's existing sanitary sewer map to develop an initial GIS project map and data set.

SUBTASK 2: Provide Manhole Designation: By utilizing existing records, manhole identification protocols will be established to provide a numbering system that demonstrates clarity of location within the system and a uniform approach to numbering future manholes.

SUBTASK 3: Populate Sanitary Sewer System in GIS: Utilizing as-built data and/or report mapping, physical data of the main interceptors will be collected, added and enumerated into the GIS map data set.

SUBTASK 4: Establish Inventory: The ENGINEER will review CITY Records and tabulate all necessary data to determine basin characteristics including pipe material and age to assist with field investigation strategies.

TASK 300: PHASE I REPORTING

SUBTASK 1: Report Preparation: Prepare a report that summarizes the results of Task 200 which will include the established manhole numbering protocol and provide a conclusive collection system inventory summary.

SUBTASK 2: Draft Report Submission

SUBTASK 3: Final Report Submission

Phase II – Sanitary Sewer Evaluation Study (SSES) Phase I – Flow and Rainfall Monitoring

TASK 400: ADMINISTRATION

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

SUBTASK 1: Contract Maintenance

SUBTASK 2: Kickoff Meeting

SUBTASK 3: Progress Meetings

TASK 500: Flow and Rainfall Monitoring

SUBTASK 1: Flow Monitoring: The ENGINEER will provide flow monitoring equipment and data gathering at a minimum of thirteen (13) flow monitoring sites for a period of 90 days.

SUBTASK 2: Rainfall Monitoring: The ENGINEER will provide rainfall monitoring at three (3) sites in the CITY. These sites will be spatially selected and appropriate to collect rainfall data patterns and volumes across the CITY.

SUBTASK 3: Groundwater Monitoring: To gain a baseline understanding of how the system reacts to groundwater levels, piezometers, level only meters that measure groundwater levels, will be installed in one (1) location simultaneously during flow and rainfall monitoring in the CITY.

SUBTASK 4: Adjustments to Data and Mass Balance: The ENGINEER will adjust the data based on site service results. Typical adjustments are made for level drift and for manning calculations when velocities are not recorded.

SUBTASK 5: Quality Control Reporting: The ENGINEER will submit an electronic midterm and final quality control report indicating the adjustments made to the data and equipment failures that occurred during the monitoring period.

SUBTASK 6: Wet Weather Checks: The Engineer will check approximately 60 manholes during wet weather conditions to identify locations of I/I.

TASK 600: Identification of Excessive I/I

SUBTASK 1: Identification of I/I Parameters: Flow parameters will be determined for each metering site to gain an understanding of how the system reacts to rainfall events. The flow parameters will include average daily dry-weather flow (ADDF), infiltration, peak inflow rates and rain-to-sewer volumetric analysis.

SUBTASK 2: Identification of Excessive I/I: Based on results of the I/I parameter calculations, ENGINEER will compare findings to established excessive I/I flow thresholds for each parameter.

TASK 700: Identify Expected Growth Potential

SUBTASK 1: Review of Projected Growth Potential from 2020 CIF Update: Utilizing the completed 2020 CIF Update, ENGINEER will review the extents of existing CITY boundaries and confirm areas for the greatest probability of population (commercial, residential and industrial) expansion in the CITY.

TASK 800: Recommend I/I Field Investigations

SUBTASK 1: Select Basins for I/I Field Investigations: Based on work completed in Tasks 400 through 600, ENGINEER shall identify basins needed for SSES investigation.

TASK 900: Phase II Reporting

SUBTASK 1: Report Preparation: Prepare a report that summarizes findings of the monitoring period, I/I determination, recommended I/I field investigation and future growth expectations and capacity needs.

SUBTASK 2: Draft Report Submission

SUBTASK 3: Final Report Submission

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Hydraulic Capacity Spreadsheet Model with Growth Expectations Included.
2. Further I/I Investigations (This will be included in the next phase of the comprehensive plan).
3. Any designs or reports not specifically listed.
4. Additional meetings and site visits not specifically listed.
5. Any other service not specifically listed.



JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242

1500 County Road 269
Leander, TX 78641

Item 7.

PO Box 2029
Leander, TX 78646-2029

COMPENSATION:

Phase I – Establishing a Network

TASK 100 FEE:	\$6,486
TASK 200 FEE:	\$14,184
TASK 300 FEE:	\$13,652
<i>Phase I SUBTOTAL:</i>	<i>\$34,322</i>

Phase II – SSES Phase I – Flow and Rainfall Monitoring

TASK 400 FEE:	\$11,464
TASK 500 FEE:	\$67,614
TASK 600 FEE:	\$9,560
TASK 700 FEE:	\$4,156
TASK 800 FEE:	\$2,556
TASK 900 FEE:	\$13,652
<i>Phase II SUBTOTAL:</i>	<i>\$109,002</i>

Phases I & II Grand Total: \$143,324

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: _____

Date: _____

Date: 6/7/2021



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Paige Saenz
DEPARTMENT: City Attorney

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Engagement Letter for Professional Services as General Counsel for the City of Manor.

BACKGROUND/SUMMARY:

At it's June 2nd meeting, City Council requested an updated engagement letter for legal services. Attached for your consideration is the updated engagement letter. An ordinance that further defines duties, roles and expectations will be brought to City Council at the next City Council meeting for discussion and consideration.

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

- Engagement Letter

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the Engagement Letter for Professional Services as General Counsel with The Knight Law Firm, LLP.

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

The Knight Law Firm, LLP
Attorneys at Law

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attorneys@cityattorneytexas.com

June 10, 2021

Dr. Larry Wallace, Jr., Mayor, and City Council
City of Manor Texas
105 E. Eggleston Street
Manor, Texas 78653

Re: Engagement Letter for Professional Services as General Counsel

Dear Ladies and Gentlemen:

The Knight Law Firm, LLP are pleased to provide legal services to the City of Manor. The proposed terms of our engagement are set forth below. If this letter of engagement is acceptable to you, please confirm by signing in the space provided and returning a fully executed copy to me, retaining a copy for your own files. Our acceptance of representation will become effective when we receive a fully executed copy of this letter.

Scope and Terms of Engagement

The scope of our engagement consists of any and all professional legal services related to serving as general counsel for the City of Manor (the "City"), except for service as bond counsel and litigation that we recommend be referred out. Certain defined terms are included in the body of this letter, and additional terms are contained in the attached document, entitled Engagement Letter - Exhibit "A." The Knight Law Firm's engagement is limited to representation of the City ("You" and/or "Client") in relation to the above-referenced Matters(s), which represents the scope of the engagement and the services to be provided. Unless otherwise expressly and specifically agreed in writing, the firm is not responsible for advising on tax issues; accounting issues; or any issues relating to any matter for which we have not been asked to provide legal services and advice and which is not specifically described in the matter, above. A separate engagement letter, or written addendum, must be executed by both parties for any additional matters for which consultation or legal services may be sought by you in the future.

Our Legal Fees and Costs

Legal fees and costs are difficult to estimate. Accordingly, we have made no guarantee concerning the maximum fees and costs that will be necessary to resolve or

complete a matter. From time-to-time, and upon a written request from you, the Firm may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with a matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances and, therefore, our actual fees and other charges may vary from such estimates. You are requested to review carefully each Knight Law Firm invoice you receive and call me if you have any questions about the bill or the progress of the work.

It is expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of any matter. All fees and costs associated with any matter will be paid by you within thirty (30) days of invoice, including without limitation: copy costs; messenger fees; fax charges; long distance telephone charges; court reporter charges; consultant's fees; expert witness fees; visual aids; visual presentations; mock trials; Westlaw or other outside computerized research that incurs charges outside of the firm's monthly plan; filing fees; records services charges; and any other costs necessary to resolve or complete any matter. You are responsible for direct payment to any outside, third-party vendor upon receipt of the bill. Third-party costs may be included on the Firm's invoices, but the Firm also reserves the right to forward these vendor invoices to you for direct payment pursuant to the terms of that vendor.

The current hourly rate along with the hourly rates of the firm's staff who I anticipate will participate in providing general counsel services to you, are as follows, except as provided below:

General Counsel Rates -- \$150.00/hour for attorney and \$80/hour for legal assistant.

Litigation: \$225/hour for attorney and \$95/hour for legal assistant for litigation preparation time and \$250/hour for attorney and \$100/hour for legal assistant for courtroom time for litigation handled solely by our firm. Outside counsel would be billed at their rates, although we will assist with obtaining the lowest rate possible for municipal clients.

Special Projects: \$225/hour for attorney and \$95 for legal assistant for development agreements wherein the City requires the fees to be paid by the developer and \$250/hour for attorney and \$95 for legal assistant for more complicated economic development agreements or projects involving Chapter 380 economic incentives, Public Improvement Districts, and TIRZ's.

Municipal Court: \$150.00/hour for attorney and \$80.00 for legal assistant for municipal court services.

We bill in 1/10 of an hour increments which provide cost-efficiencies for our clients. The firm bills monthly and our billing statements are itemized by date, description, and the amount of time rendered. We reserve the right to adjust our rates not more than once annually after giving the City not less than ninety (90) days' notice prior to the beginning of a new fiscal year. From time to time, however, as may be necessary and at my sole discretion, other attorneys and staff not listed above may assist with this matter.

Conflicts of Interest

Before accepting the engagement, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar the Firm from representing you. Based on the information available to us, we are not aware of any potential disqualification. If you are aware, or become aware, of any conflicts of interest, please let us know in writing immediately.

Conclusion

This letter and the attached Engagement letter - Exhibit "A" constitute the entire terms of the engagement. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by written agreement signed both by The Knight Law Firm and you. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either The Knight Law Firm or you.

Please carefully review this letter and the attached Engagement Letter - Exhibit "A." If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter.

Respectfully,



Paige H. Saez, Partner (For the Firm)

**THE CITY OF MANOR ACCEPTS THIS LETTER AND THE ATTACHED
ENGAGEMENT LETTER - EXHIBIT "A":**

The City of Manor

By: _____
Dr. Larry Wallace, Jr., Mayor

Date: _____

ATTEST:

Lluvia Almaraz

Engagement Letter - Exhibit "A"

This is a supplement to The Knight Law Firm LLP engagement letter. The purpose of this document is to set out additional terms of our agreement to provide the representation described in the engagement letter. Because these additional terms of engagement are a part of the Firm's agreement to provide legal services to you, you should review them carefully and should promptly communicate to The Knight Law Firm LLP any questions concerning this document. We suggest that you retain this statement of additional terms along with the engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. If there are any questions about the scope of our representation in any matter, please raise those questions promptly, in writing, so that we may resolve them at the outset.

Any expressions on our part concerning the outcome of any matter are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. The Knight Law Firm LLP has made no guarantees or promises to you about the outcome of any matter, and nothing in the terms of engagement shall be construed as a guarantee or promise.

Upon accepting this engagement on your behalf, The Knight Law Firm, LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of any matter.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be related to any particular matter or that we may request; (2) keep us apprised on a timely basis of all developments relating to any particular matter that are or might be important; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) otherwise fully cooperate with us.

Who Will Provide the Legal Services

The Knight Law Firm, LLP, will represent you in matters as requested by you from time to time. Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required on any particular matter, or parts of it, may be performed by other firm personnel, including lawyers and legal assistants.

Our Relationships with Others

Our law firm represents many cities, local governmental entities, and private clients. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other client consents that representation.

Records Retention

Our law firm has a records retention policy that allows us to destroy files within a reasonable time after a particular matter has been concluded. Generally, we destroy files four (4) years after representation on a matter has ceased or the file has been sent to our closed files. A copy of our records retention policy is attached.

Termination

At any time, you may, with or without cause, terminate the engagement by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of any ongoing matters.

There are several types of conduct or circumstances that could result in our withdrawing from representing you, including, for example, the following: non-payment or slow payment of fees or costs; misrepresentation or failure to disclose important information; fraudulent or criminal conduct; action contrary to our advice; failure to develop a workable relationship with you; and conflict of interest with another client.

A failure by you to meet any obligations under these terms of engagement shall entitle The Knight Law Firm LLP to terminate the engagement. In that event, you will take all steps necessary to release The Knight Law Firm LLP of any further obligations in the representation of any matter, including, without limitation, the execution of any documents necessary to effectuate our withdrawal from the representation of any matter. The right of The Knight Law Firm to withdraw in such circumstances is in addition to any rights created by law or statute or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services. We will bill on a regular basis, normally each month, for both fees and expenses, and it is agreed that you will make full payment within thirty (30) days of receiving our statement.

It is further agreed that any delinquent account must be promptly paid, and if the delinquency continues, we may withdraw from the engagement and pursue collection of our account.

Attorney Complaint Information

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES COMPLAINTS OF PROFESSIONAL MISCONDUCT AGAINST ATTORNEYS LICENSED IN TEXAS. A BROCHURE ENTITLED ATTORNEY COMPLAINT INFORMATION IS AVAILABLE AT OUR OFFICE AND IS LIKEWISE AVAILABLE UPON REQUEST. A CLIENT THAT HAS ANY QUESTIONS ABOUT THE STATE BAR'S DISCIPLINARY PROCESS SHOULD CALL THE OFFICE OF THE CHIEF DISCIPLINARY COUNSEL OF THE STATE BAR OF TEXAS AT 1-877-953-5535 TOLL FREE.

RECORDS RETENTION POLICY

LEGAL FILES

It is the policy of the Firm to retain records in storage relating to representation of a client in a matter for a period not to exceed four (4) years following the end of the representation. At any time after the file is closed, the client may request the closed file be transferred to the client. The file may contain original documents which will be destroyed with the file. Clients who wish files to be retained will be charged the storage expense.

At the end of every year, the attorneys will be given a list of those files which have been closed for a period in excess of four (4) years. In the event the files listed for destruction need to be retained for a period longer than four (4) years, the attorney in charge of the file is to notify the principals of the Firm that the file should be retained and the reasons the file should be retained. In such event, the file will be retained for another four (4) years at the client's expense.

NOTIFICATION TO CLIENTS OF RECORDS RETENTION POLICY

Upon assumption of the representation of a client in a matter and upon the conclusion of the representation, efforts should be made to inform the client of this Records Retention Policy.

In the event no notification is received from the client that the client wants the file within thirty (30) days of the mailing of notice to the client of the Firm's record retention policy, the file will be destroyed in accordance with this policy.

ADMINISTRATIVE FILES

It is the policy of the Firm to destroy administrative non-financial records after a period of two (2) years. It is the policy of the Firm to retain administrative financial records, including records relating to client billings and to bank and trust accounts, for a period not to exceed seven (7) years at which time they will be destroyed.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

BACKGROUND/SUMMARY:

See attached revisions summary.

P&Z recommended approval 5 – 0 with the modification to change the allowable time of an Athletic Facility be 7am – 9pm instead of 9am – 9pm.

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

- Revision summary
- Ordinance

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the first reading of an ordinance amending the following provisions of Manor Code of Ordinances Chapter 14 Zoning: Definitions; Residential Land Uses, and Land Use Conditions; Modifying General Development Regulations for Single-Family District; Amending Non-Residential and Mixed-Use District Land Uses; Amending Non-Residential and Mixed-Use Districts Conditions; Amending Non-Residential and Mixed-Use Districts Land Use Conditions; Amending Accessory Structures; Amending Development Standards for Outdoor Storage and Display; Amending Single-Family Attached Architectural Standards; and Amending Planned Unit Development Procedures, and other related matters.

PLANNING & ZONING COMMISSION	Recommend	Approval	Disapproval	None
		X		

Section 14.01.008 – Definitions

“*Athletic facility* means a privately owned indoor and/or outdoor facilities devoted to organized sports, including but not limited to, soccer, basketball, gymnastics, and tennis. This use is distinct from Amusement (Indoor) and Amusement (Outdoor) in that it is less intense and would generate less traffic, noise, and other objectionable nuisances to adjacent properties.”

- Rationale: This is new definition and use added because it is a less intense but similar use to Outdoor Amusement and Indoor Amusement that would allow these types of facilities to be located closer to or within residential areas. Outdoor Amusement includes uses like racetracks, theme parks and stadiums. This use is meant to capture uses like soccer fields that local sports groups would utilize.

“*Commercial off-street parking* means the use of a site for the parking of motor vehicles on a temporary basis within a privately owned off-street parking facility. This use includes, but is not limited to, commercial parking lots and garages and excludes parking as an accessory use. This use is intended for customers to temporarily park their motor vehicles while visiting nearby uses. This use does not include vehicle storage or the parking of commercial or fleet vehicles.”

- Rationale: This is clarifying within the definition of Commercial Off-Street Parking that it is not intended for vehicle storage or fleet vehicles.

~~“*Construction services* means a commercial use that displays or stockpiles large-scale intensive outdoor operations and contracting equipment, machinery, and other materials.”~~

- Rationale: This term and use is being removed because it is duplicated with Construction and Equipment Sales, Major as well as Contractor’s Shop

~~“*Liquor sales* means the use of a site for the retail sale of alcoholic beverages for off-premises consumption. This use includes liquor stores and bottle shops.”~~

- Rationale: This term and use is being removed because it is duplicated by Alcoholic Beverage Sales – Off-premises

“*Off-site accessory parking* means the use of a site for the provision of parking spaces, together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, located on a different site from the principal use and intended for use by customers or employees of the principal use. The principal use shall be located no further than an adjacent property or across one public or private right-of-way. This use does not include vehicle storage.”

- Rationale: This is clarifying that Off-site Accessory Parking does not include vehicle storage. Vehicle Storage is defined as “a garage, parking lot, or other facility owned or operated by a person or business, other than a governmental entity, for storing or parking ten or more motor vehicles, including motorized waterborne vehicles, per year.

This definition does not include businesses with the primary purpose of vehicle sales on the property within the corporate limits of the city, such as automotive dealerships.”

~~“Open or outdoor storage means the keeping, in an unroofed area, of any goods, junk, material or merchandise, in the same place for more than 24 hours.”~~

- Rationale: This term is being replaced by a new term for “Outdoor Storage”

“Outdoor display and sales means the outdoor display or sale of finished products actively available for sale for less than 24 hours a day. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, which shall be considered Outdoor Storage.”

- Rationale: There is a term for Outdoor Storage but not one defining Display. This adds that definition

“Outdoor storage means the outdoor storage of products or goods that have a large size, mass, or volume that occur on site for more than 24 hours such as, but not limited to, heavy equipment, freight or commercial motor vehicles, trailers, construction materials, and raw, processed or packaged materials including any products on pallets, in shipping containers or in crates.”

- Rationale: The previous definition was deleted and replaced with this new term.

“Portable building sales means a site on which factory-manufactured portable buildings, such as manufactured homes, are displayed and offered for sale or order to the general public.”

- Rationale: This term and use were previously undefined. This adds the definition and in later sections the use is added into the Non-Residential and Mixed-Use districts permitted uses section

~~“Truck stop means a gasoline station also providing major or minor automobile repair to commercial vehicles.”~~

“Truck stop or Travel Center means a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.”

- Rationale: The definition for Truck Stop is being updated to be more inclusive of the types of services provided.

Section 14.02.005 – Residential Land Use Table

Residential Use “Single Family Attached (3 or more units)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
--	---	------	------	------	----	----	------	------	------	------

Single-family attached (3 or more units)						P	C	C		
--	--	--	--	--	--	---	---	---	--	--

- Rationale: Single Family Attached (townhomes) were Permitted “P” in Multi-Family 15 (MF-1) and Multi-Family 25 (MF-2). Conditions on SF Attached in MF districts have been added so the “P” was changed to a “C”

Non-Residential Use “Athletic Facility” is hereby added immediately following Non-Residential Use “Amenity Center” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Athletic Facility	C/S	C/S	C/S	C/S						

- Rationale: This adds the new term “Athletic Facility” as a Non-Residential Use in Residential Districts. It would be require a Specific Use Permit and need to meet certain conditions in order to locate in Agricultural and Single Family districts. The Conditions are added in a later section.

Section 14.02.006 – Residential Land Use Conditions

The Residential Land Use and Conditions for “Athletic Facility” and “Single Family Attached (3 or more units)” are hereby added in alphabetical order to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact. • May operate only between 7:00 a.m. and 9:00 p.m. • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site
Single Family Attached (3 or more units)	<ul style="list-style-type: none"> • When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure: <ul style="list-style-type: none"> ○ Maximum height, Minimum dwelling unit size, Maximum dwelling units, and Maximum units per structure. • When constructed in a common development (same property) with Multi-Family structures, all setback

	<p>types for the entire property follow the more restrictive standard.</p> <ul style="list-style-type: none"> Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.
--	--

- Rationale: These additions add the conditions that an Athletic Facility or SF Attached in MF need to meet in order to be permitted within a residential district.

Section 14.02.007(b) – General Development Regulations for Single Family Standard

Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Single Family Standard (SF-2) District “Exterior Side Setback to Residential” to read as follows:

Exterior Side Setback to Residential	7.5' 5'
--------------------------------------	--------------------

- Rationale: Reduced the side setback in SF-2 district from 7.5’ to 5’. SF-2 is intended to be a denser single family district with 60’ wide lots vs 70’ wide lots in SF-1. The reduced setback allows for suitable buildable area on the narrower lots.

Section 14.02.007(c) – Residential Development Standards Table Notes

“(3) On approval by the commission, SF-1 and SF-2 lots ~~platted prior to 1980~~ having approximately 5,750 square feet of lot area may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The commission shall consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, 15-foot street side yard setback and 20-foot front yard setback. Lots owned by the same person may be combined into one building site.”

- Rationale: Removing the 1980 platting requirement allows lots in the older part of the city which are 5,750 sf (50’x 115’) to be combined or rotated by plat and still be able to request a setback waiver. This helps make single family residential development in the older part of the city easier.

“(5) SF-1 and SF-2 lots within the Historic District as defined in section 14.02.031 may have minimum lot sizes of 5,750 square feet and minimum lot widths of 50 feet when being replatted by a Short Form Final Plat or Amended Plat.”

- Rationale: This allows for replatted lots in the older part of the city, the Historic District, to be less than the required square footages. This helps make single family residential development in the older part of the city easier.

Section 14.02.007(d)(6) – Residential Accessory Building Setback Table

Section 14.02.007(d)(6) Table 6(A) of the Zoning Ordinance is hereby amended to revise “Accessory structures 120 s.f. and over, excluding detached garage” as follows:

Accessory structures 120 s.f. and over, excluding detached garage	25’	7.5’ 5’	5’	15’
---	-----	--------------------	----	-----

- Rationale: The Rear Setback is being reduced for Accessory Structures, excluding detached garages, from 7.5’ to 5’. This makes placing sheds or detached covered patios easier to on properties.

Section 14.02.017(b) – Non-residential Uses in Non-residential and Mix-use Zoning Districts

Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Alcoholic Beverage Sales – Off-premises” immediately following the use “Alcoholic beverage establishment” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Alcoholic Beverage Sales – Off-premises					P	P	P	P	P		

- Rationale: This already defined term is replacing “Liquor Sales” in our code so this section adds it into our permitted uses table

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Athletic Facility	C	C	C								

- Rationale: This adds the new term Athletic Facility into the section for non-residential uses with conditions, which are added later

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Major)									P	P	P

- Rationale: Added use as permitted in Heavy Industrial

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction Services								€	€	€	€

- Rationale: Term was deleted as its function was covered by Construction and Equipment Sales, Major and Contractor’s Shop

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Full Service)								C/S	C		

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Limited)					C/S		C/S	C/S	C		

- Rationale: Added that Gas Stations require a Specific Use Permit in C-2 Medium Commercial. It has been expressed by the community there is an over abundance of gas stations and this would allow the P&Z and Council greater oversight in the location and necessity of future gas stations in C-2 Medium Commercial zones.

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Liquor Sales					P	P	P	P	P		

- Rationale: This term was deleted and replaced by Alcoholic Beverage Sales – Off-premises

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Portable Building Sales									P	P	

- Rationale: Adds the new term to the non-residential permitted uses table in C-3 Heavy Commercial and IN-1 Light Industrial

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Smoke Shop or Tobacco Store							P	P	P		

- Rationale: Added term as Permitted in C-1 Light Commercial

Section 14.02.018 – Non-residential and Mixed-use District Conditions

Light Commercial (C-1)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on along US Hwy 290.

Medium Commercial (C-2)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049

Heavy Commercial (C-3)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049

- Rationale: Clarified what “All-weather surface” means within Commercial districts

Neighborhood Business (NB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include
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	<p>gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.</p>
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on along US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

- Rationale: Clarified what “all-weather surface” means as well as prohibited drive-through facilities. Neighborhood Business districts are intended to be directly adjacent to or within residential areas so drive-throughs are not compatible.

Downtown Business (DB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses on US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

- Rationale: Clarified what “all-weather surface” means as well as prohibited drive-through facilities. Neighborhood Business districts are intended to be directly adjacent to or within residential areas so drive-throughs are not compatible. Also removed time limit on when business can operate to promote commercial activity in the downtown area.

Section 14.02.019 – Non-residential and Mixed-use Land Use Conditions

Athletic Facility	<ul style="list-style-type: none"> Athletic facilities within 300 feet of residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments when first established must meet the following conditions:
	<ul style="list-style-type: none"> Must be screened and buffered to minimize their impact
	<ul style="list-style-type: none"> May operate only between 7:00 a.m. and 9:00 p.m.
	<ul style="list-style-type: none"> Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

- Rationale: Adds Conditions of Athletic Facilities in Commercial districts

Contractor’s Shop	<ul style="list-style-type: none"> Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> There is no storage of explosives.
	<ul style="list-style-type: none"> There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> There is no disposal of inoperable machines or wastes on-site.
	<ul style="list-style-type: none"> The areas used for storage of materials, fleet vehicles, or similar must be wholly enclosed within a structure or otherwise fully screened from view from adjacent residential areas, public rights-of-ways, major drive aisles, and parkland.

- Rationale: Adds screening requirements for storage areas

Construction Services	<ul style="list-style-type: none"> Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> There is no storage of explosives.
	<ul style="list-style-type: none"> There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> There is no disposal of inoperable machines or wastes on-site.

- Rationale: Term and use are deleted since it is duplicated by Construction and Equipment Sales, Major and Contractor’s Shop

Gas Station, Full Service	<ul style="list-style-type: none"> Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
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	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Permits Only automotive repair (minor) uses is permitted
	<ul style="list-style-type: none"> Automobile washing facilities shall follow conditions of that use.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

Gas Station, Limited	<ul style="list-style-type: none"> Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Automotive repair and automobile washing facilities are prohibited.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East

	<ul style="list-style-type: none"> ○ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> ● In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> ● In the Neighborhood Business (NB) and Light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <p style="text-align: center;">Acceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p> <p style="text-align: center;">Unacceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p>
	<ul style="list-style-type: none"> ● Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> ● Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> ● Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

- Rationale: Adds Conditions to Full Service and Limited Service Gas Stations. Provides a maximum number of pumps, locations of facilities when adjacent to residential uses, limits lighting height adjacent to residential uses. In Limited Service uses in NB and C-1 provides for pump arrangement.

Section 14.02.046(1) – Accessory Structures

“(B) Accessory structures, ~~with exception of carport~~, may encroach into required yards according to each zoning districts permitted encroachment allowances.”

- Rationale: Allows permitted carports to follow the setback of “Accessory Structures over 120 sf, excluding detached garage” so they would have a 25’ front setback, 5’ side setback, 5’ rear setback, and 15’ streetside setback.

“(I) Accessory structures shall be architecturally consistent with the principal structure. Portable classrooms installed for the school district on district owned property are exempt from this requirement.”

- Rationale: Provides an exemption for the school district to make locating portable classrooms as accessory structures easier.

Section 14.02.049(c) – Outdoor Storage and Display

“(5) The outdoor display area shall not exceed ten percent of the square footage of the principal structure or 500 square feet, whichever is less, with the following exceptions:

- (A) Outdoor home accessory sales are exempt from this requirement.
- (B) Passenger vehicle sales and rental. Outdoor display of passenger vehicles for sale or rent is exempt from this requirement. This does not include vehicles used for moving.
- (C) Moving vehicle rental. Rental of vehicles utilized for moving of goods, personal or commercial, are limited to a maximum of four parking spaces. All other moving vehicles shall be screened in accordance with the outdoor storage requirements.
- (D) Garden Centers are exempt from this requirement.
- (E) Heavy Equipment, Machinery, and Trailers. Large heavy equipment, construction machinery, and trailers associated with a Construction and Equipment Sales, Major or Truck and Trailer Sales use are exempt from this requirement.
- (F) Portable building sales. Outdoor display of portable buildings for sale associated with Portable Building Sales use are exempt from this requirement.”

- Rationale: Clarified that Passenger Vehicle Rental exemption also includes Sales. Added exemption for Heavy Equipment, Machinery, Trailers as well as Portable Buildings as these uses require outdoor display

“(8) Outdoor display is not required to be screened. Outdoor display facing a public right-of-way or drive aisle is not required to be screened. Outdoor display visible to adjacent residentially zoned property or parkland shall be screened. This screening may be satisfied by bufferyard landscaping.”

- Rationale: Expanded that outdoor display facing residential areas or parkland is required to be screened.

Section 14.02.049(e) – Outdoor Storage and Display

“(3) A six-foot wall is required to screen outdoor storage when the property is located adjacent to property zoned more restrictive than the subject site, or when the storage is visible from a public right-of-way or parkland. This requirement is in addition to the screening requirements of this code, except where there is conflict this provision controls.”

- Rationale: Added that when outdoor storage is visible from parkland it is required to be screened.

“(6) The outdoor storage area is limited to a maximum one percent of the square footage of the principal structure or tenant space, or 100 square feet, whichever is less, within NB, DB, C-1, and C-2 districts with the following exceptions:

(A) Mini storage facilities which may provide for outside storage of vehicles (automobiles and recreational vehicles) are limited to a maximum area of 20 percent of the gross site area, if the aforementioned screening is provided.

(B) Accessory use of vehicle storage is exempt from the limitation on area as long as all other provisions for outdoor storage are met. For example, trucks utilized for moving, fleet vehicles or vehicles receiving auto repair.”

- Added a maximum of 100 sf for outdoor storage in NB, DB, C-1, and C-2 districts

“(8) Outdoor storage of equipment and vehicular storage shall be on a paved surface of asphalt, concrete, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. In C-3, IN-1 and IN-2 districts this provision may be modified by the Development Services Director.”

- Rationale: Adds a surfacing requirement for outdoor storage areas but allows flexibility in Heavy Commercial and Industrial zones.

Section 14.05.002(b)(C) – Planned Unit Development Procedures

“(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) ~~Front, side and rear setbacks~~ Setbacks
- (ii) Maximum height
- (iii) Maximum lot coverage
- ~~(iv) Floor area ratio~~
- (iv) Minimum lot width
- (v) Minimum lot area
- (vi) Off-street parking requirements

- (vii) ~~Number of~~ Maximum dwelling units per acre
 - (viii) Minimum dwelling unit size
 - (ix) Accessory building regulations
 - (x) Sign regulations along with a development agreement
 - (xi) Landscaping regulations along with a development agreement
 - (xii) Land uses and land use conditions
 - (xiii) Architectural standards along with a development agreement
 - (xiv) Special district requirements pertaining to the base zoning”
- Rationale: Increased what can be modified in a Planned Unit Development zoning ordinance to provide the design flexibility that a PUD is intended to allow

ORDINANCE _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS, RESIDENTIAL LAND USES, AND LAND USE CONDITIONS; MODIFYING GENERAL DEVELOPMENT REGULATIONS FOR SINGLE FAMILY STANDARD DISTRICT; AMENDING NON-RESIDENTIAL AND MIXED-USE DISTRICT LAND USES; AMENDING NON-RESIDENTIAL AND MIXED-USE DISTRICTS CONDITIONS; AMENDING NON-RESIDENTIAL AND MIXED-USE LAND USE CONDITIONS; AMENDING ACCESSORY STRUCTURES; AMENDING DEVELOPMENT STANDARDS FOR OUTDOOR STORAGE AND DISPLAY; AMENDING SINGLE FAMILY ATTACHED ARCHITECTURAL STANDARDS; AND AMENDING PLANNED UNIT DEVELOPMENT PROCEDURES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

WHEREAS, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

WHEREAS, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

WHEREAS, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

WHEREAS, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

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 Code of Ordinances. The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land uses and land use conditions, general development regulations for Single Family Standard district, non-residential and mixed-use district land uses, non-residential and mixed-use land use conditions, development standards for accessory structure, outdoor storage

and display, Single Family Attached architectural standards, and Planned Unit Development procedures; as provided for in Sections 3 through 32 of this Ordinance.

SECTION 3. Amendment of Section 14.01.008 Definitions. Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

- (a) The definition for “Athletic Facility” is hereby added in alphabetical order to read as follows:

“*Athletic facility* means privately owned indoor and/or outdoor facilities devoted to organized sports, including but not limited to, soccer, basketball, gymnastics, and tennis. This use is distinct from Amusement (Indoor) and Amusement (Outdoor) in that it is less intense and would generate less traffic, noise, and other objectionable nuisances to adjacent properties.”

- (b) The definition for “Commercial Off-Street Parking” is hereby amended in its entirety to read as follows:

“*Commercial off-street parking* means the use of a site for the parking of motor vehicles on a temporary basis within a privately owned off-street parking facility. This use includes, but is not limited to, commercial parking lots and garages and excludes parking as an accessory use. This use is intended for customers to temporarily park their motor vehicles while visiting nearby uses. This use does not include vehicle storage or the parking of commercial or fleet vehicles.”

- (c) The definition for “Construction Services” is hereby deleted in its entirety.

- (d) The definition for “Off-Site Accessory Parking” is hereby amended in its entirety to read as follows:

“*Off-site accessory parking* means the use of a site for the provision of parking spaces, together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, located on a different site from the principal use and intended for use by customers or employees of the principal use. The principal use shall be located no further than an adjacent property or across one public or private right-of-way. This use does not include vehicle storage.”

- (e) The definition for “Outdoor Display and Sales” is hereby added in alphabetical order to read as follows:

“*Outdoor display and sales* means the outdoor display or sale of finished products actively available for sale for less than 24 hours a day. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, which shall be considered Outdoor Storage.”

- (f) The definition for “Outdoor Storage” is hereby added in alphabetical order to read as follows:

“*Outdoor storage* means the outdoor storage of products or goods that have a large size, mass, or volume that occur on site for more than 24 hours such as, but not limited to, heavy equipment, freight or commercial motor vehicles, trailers, construction materials, and raw, processed or packaged materials including any products on pallets, in shipping containers or in crates.”

- (g) The definition for “Portable Building Sales” is hereby added in alphabetical order to read as follows:

“*Portable building sales* means a site on which factory-manufactured portable buildings, such as manufactured homes, are displayed and offered for sale or order to the general public.”

- (h) The definition for “Truck Stop” is hereby amended in its entirety to read as follows:

“*Truck stop or Travel Center* means a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.”

SECTION 4. Amendment of Section 14.02.005 Residential Land Use Table. Section 14.05.005 of the Zoning Ordinance is hereby amended to revise the following uses as follows:

- (a) Residential Use “Single Family Attached (3 or more units)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-family attached (3 or more units)						P	C	C		

- (b) Non-Residential Use “Athletic Facility” is hereby added immediately following Non-Residential Use “Amenity Center” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Athletic Facility	C/S	C/S	C/S	C/S						

SECTION 5. Amendment of Section 14.02.006 Residential Land Use Conditions Table. Section 14.02.006 of the Zoning Ordinance is hereby amended to add the following conditions to read as follows:

(a) The Residential Land Use and Conditions for “Athletic Facility” and “Single Family Attached (3 or more units)” are hereby added in alphabetical order to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact. • May operate only between 7:00 a.m. and 9:00 p.m. • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site
Single Family Attached (3 or more units)	<ul style="list-style-type: none"> • When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure: <ul style="list-style-type: none"> ○ Maximum height, Minimum dwelling unit size, Maximum dwelling units, and Maximum units per structure. • When constructed in a common development (same property) with Multi-Family structures, all setback types for the entire property follow the more restrictive standard. • Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.

SECTION 6. Amendment of Section 14.02.007(b) General Development Regulations for Single Family Standard. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Single Family Standard (SF-2) District “Exterior Side Setback to Residential” to read as follows:

Exterior Side Setback to Residential	5'
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SECTION 7. Amendment of Section 14.02.007(c) Residential Development Standards
Table Notes. Section 14.02.007(c) of the Zoning Ordinance is hereby amended to revise and add the following subsections to read as follows:

(a) Subsection (3) is hereby amended in its entirety to read as follows:

“(3) On approval by the Commission, SF-1 and SF-2 lots having approximately 5,750 square feet of lot area may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The Commission shall consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, 15-foot street side yard setback and 20-foot front yard setback. Lots owned by the same person may be combined into one building site.”

(b) Subsection (5) is hereby added to read as follows:

“(5) SF-1 and SF-2 lots within the Historic District as defined in section 14.02.031 may have minimum lot sizes of 5,750 square feet and minimum lot widths of 50 feet when being replatted by a Short Form Final Plat or Amended Plat.”

SECTION 8. Amendment of Section 14.02.007(d)(6) Table 6(A) Residential Accessory Building Setback Table. Section 14.02.007(d)(6) Table 6(A) of the Zoning Ordinance is hereby amended to revise “Accessory structures 120 s.f. and over, excluding detached garage” as follows:

Accessory structures 120 s.f. and over, excluding detached garage	25’	5’	5’	15’
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SECTION 9. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Athletic Facility” immediately following the use “Art studio or gallery” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Athletic Facility	C	C	C								

SECTION 10. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Construction and Equipment Sales (Major)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Major)									P	P	P

SECTION 11. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Construction and Equipment Sales (Minor)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Construction and Equipment Sales (Minor)							P	P	P	P	

SECTION 12. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use District use “Construction Services”.

SECTION 13. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Contractor’s Shop” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Contractor’s Shop								C	C	C	C

SECTION 14. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Gasoline Station (Full Service)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Gasoline Station (Full Service)								C/S	C		

SECTION 15. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Gasoline Station (Limited)” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2

Gasoline Station (Limited)					C/S		C/S	C/S	C		
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SECTION 15. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use District use “Portable Building Sales” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Portable Building Sales									P	P	

SECTION 16. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Smoke Shop or Tobacco Store” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Smoke Shop or Tobacco Store							P	P	P		

SECTION 17. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use title from “Truck Stop” to “Truck Stop or Travel Center”.

SECTION 18. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Light Commercial (C-1)” to read as follows:

Light Commercial (C-1)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses along US Hwy 290.

SECTION 19. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Medium Commercial (C-2)” to read as follows:

Medium Commercial (C-2)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

SECTION 20. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Heavy Commercial (C-3)” to read as follows:

Heavy Commercial (C-3)	<ul style="list-style-type: none"> • Uses shall be conducted primarily within an enclosed building except for customary uses on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.

SECTION 21. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Neighborhood Business (NB)” to read as follows:

Neighborhood Business (NB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather
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	solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses along US Hwy 290.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited

SECTION 22. Amendment of Section 14.02.018 Non-Residential and Mixed-Use District Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use District Condition “Downtown Business (DB)” to read as follows:

Downtown Business (DB)	<ul style="list-style-type: none"> • Uses shall be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
	<ul style="list-style-type: none"> • Outdoor display must be in accordance with section 14.02.049.
	<ul style="list-style-type: none"> • Merchandise must be new, first-hand and sold on premises, except for antique shops.
	<ul style="list-style-type: none"> • Drive-through facilities are prohibited.

SECTION 23. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Condition for “Athletic Facility” immediately following the Non-Residential and Mixed-Use Land Use Condition for “Amusement (Outdoors)” to read as follows:

Athletic Facility	<ul style="list-style-type: none"> • Athletic facilities within 300 feet of residential zoning districts, places of residence, such as nursing homes and
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	extended care facilities, and lodging establishments when first established must meet the following conditions:
	<ul style="list-style-type: none"> • Must be screened and buffered to minimize their impact
	<ul style="list-style-type: none"> • May operate only between 7:00 a.m. and 9:00 p.m.
	<ul style="list-style-type: none"> • Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

SECTION 24. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Contractor’s Shop” to read as follows:

Contractor’s Shop	<ul style="list-style-type: none"> • Liquids, gels, and pastes (e.g., paints, sealers, etc.) are stored only in enclosed buildings.
	<ul style="list-style-type: none"> • There is no storage of explosives.
	<ul style="list-style-type: none"> • There is storage of no more than 50 gallons of motor fuel.
	<ul style="list-style-type: none"> • There is no disposal of inoperable machines or waste on-site.
	<ul style="list-style-type: none"> • The areas used for storage of materials, fleet vehicles, or similar must be wholly enclosed within a structure or otherwise fully screened from view from adjacent residential areas, public rights-of-ways, and parkland.

SECTION 25. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Construction Services”.

SECTION 26. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Gas Station, Full Service” to read as follows:

Gas Station, Full Service	<ul style="list-style-type: none"> • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> • Only automotive repair (minor) uses is permitted.

	<ul style="list-style-type: none"> Automobile washing facilities shall follow conditions of that use.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

SECTION 27. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Gas Station, Limited” to read as follows:

Gas Station, Limited	<ul style="list-style-type: none"> Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more
	<ul style="list-style-type: none"> Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> Automotive repair and automobile washing facilities are prohibited.
	<ul style="list-style-type: none"> No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met: <ul style="list-style-type: none"> The property is located along and has direct access from US Highway 290 East

	<ul style="list-style-type: none"> ○ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions)
	<ul style="list-style-type: none"> • In the Neighborhood Business (NB) and Light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <p style="text-align: center;">Acceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p> <p style="text-align: center;">Unacceptable Pump Arrangement</p> <p style="text-align: center;">X X X X</p>
	<ul style="list-style-type: none"> • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

SECTION 28. Amendment of Section 14.02.046(1) Accessory Structures. Section 14.02.046(1) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

- (a) Subsection (B) is hereby amended in its entirety to read as follows:
 “(B) Accessory structures may encroach into required yards according to each zoning districts permitted encroachment allowances.”
- (b) Subsection (I) is hereby amended in its entirety to read as follows:
 “(I) Accessory structures shall be architecturally consistent with the principal structure. Portable classrooms installed for the school district on district owned property are exempt from this requirement.”

SECTION 29. Amendment of Section 14.02.049(c) Outdoor Storage and Display.

Section 14.02.049(c) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

- (a) Subsection (5) is hereby amended in its entirety to read as follows:

“(5) The outdoor display area shall not exceed ten percent of the square footage of the principal structure or 500 square feet, whichever is less, with the following exceptions:

(A) Outdoor home accessory sales are exempt from this requirement.

(B) Passenger vehicle sales and rental. Outdoor display of passenger vehicles for sale or rent is exempt from this requirement. This does not include vehicles used for moving.

(C) Moving vehicle rental. Rental of vehicles utilized for moving of goods, personal or commercial, are limited to a maximum of four parking spaces. All other moving vehicles shall be screened in accordance with the outdoor storage requirements.

(D) Garden Centers are exempt from this requirement.

(E) Heavy Equipment, Machinery, and Trailers. Large heavy equipment, construction machinery, and trailers associated with a Construction and Equipment Sales, Major or Truck and Trailer Sales use are exempt from this requirement.

(F) Portable building sales. Outdoor display of portable buildings for sale associated with Portable Building Sales use are exempt from this requirement.”

- (b) Subsection (8) is hereby amended to read as follows:

“(8) Outdoor display facing a public right-of-way or drive aisle is not required to be screened. Outdoor display visible to adjacent residentially zoned property or parkland shall be screened. This screening may be satisfied by bufferyard landscaping.”

SECTION 30. Amendment of Section 14.02.049(e) Outdoor Storage and Display.

Section 14.02.049(e) of the Zoning Ordinance is hereby amended to revise the following subsections to read as follows:

- (a) Subsection (3) is hereby amended in its entirety to read as follows:

“(3) A six-foot wall is required to screen outdoor storage when the property is located adjacent to property zoned more restrictive than the subject site, or when the storage is visible from a public right-of-way or parkland. This requirement is

in addition to the screening requirements of this code, except where there is conflict this provision controls.”

- (b) Subsection (6) is hereby amended in its entirety to read as follows:

“(6) The outdoor storage area is limited to a maximum one percent of the square footage of the principal structure or tenant space, or 100 square feet, whichever is less, within NB, DB, C-1, and C-2 districts with the following exceptions:

(A) Mini storage facilities which may provide for outside storage of vehicles (automobiles and recreational vehicles) are limited to a maximum area of 20 percent of the gross site area, if the aforementioned screening is provided.

(B) Accessory use of vehicle storage is exempt from the limitation on area as long as all other provisions for outdoor storage are met. For example, trucks utilized for moving, fleet vehicles or vehicles receiving auto repair.”

- (c) Subsection (8) is hereby added to read as follows:

“(8) Outdoor storage of equipment and vehicular storage shall be on a paved surface of asphalt, concrete, or another all-weather solid surface. All-weather solid surface does not include gravel, base material, or similar.”

SECTION 31. Amendment of Section 14.02.062(b)(13)(A) Single Family Attached.

Section 14.02.062(b)(13)(A) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

- “(A) One, 12-foot by 20-foot (inside dimensions) garage parking space shall be provided per unit.”

SECTION 32. Amendment of Section 14.05.002(b)(C) Planned Unit Development Procedures. Section 14.05.002(b)(C) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

- “(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) Setbacks
- (ii) Maximum height
- (iii) Maximum lot coverage

- (iv) Minimum lot width
- (v) Minimum lot area
- (vi) Off-street parking requirements
- (vii) Maximum dwelling units per acre
- (viii) Minimum dwelling unit size
- (ix) Accessory building regulations
- (x) Sign regulations along with a development agreement
- (xi) Landscaping regulations along with a development agreement
- (xii) Land uses and land use conditions
- (xiii) Architectural standards along with a development agreement
- (xiv) Special district requirements pertaining to the base zoning”

SECTION 33. Construction

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

SECTION 34. Repealing all Conflicting Ordinances

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

SECTION 35. Savings Clause

This City Council of the City of Manor, Texas hereby declares if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion

or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION 36. Severability

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

SECTION 37. 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, Chapter 551 of the Texas Government Code.

SECTION 38. Effective Date

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED on First Reading this the 16th day of June 2021.

FINALLY PASSED AND APPROVED on this the ____ day of _____ 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 16, 2021
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Ordinances No. 587 and No. 597 authorizing the suspension of the maximum time period a temporary sign may be displayed.

BACKGROUND/SUMMARY:

Ordinance 587 was approved in October to suspend the 30-day limit on temporary signs to help promote businesses during COVID. The provision was extended by Ordinance 597 in December 2020 to expire on June 30, 2021. This ordinance extends the suspension until September 30, 2021.

With COVID numbers significantly improved and businesses being permitted to operate at 100% capacity it is recommended that this be the last extension of the temporary sign time limit. Staff can reach out to businesses over the next few months that have received temporary sign permits during the suspension period to inform of them of the September 30th expiration date (if that is the chosen date) so they are prepared to remove the signs and avoid code enforcement issues.

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

- Ordinance No. 613

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve Ordinance No. 613 amending Ordinances No. 587 and No. 597 authorizing the suspension of the maximum time period a temporary sign may be displayed.

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

ORDINANCE NO. 613

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCES NO. 587 AND NO. 597 AUTHORIZING THE SUSPENSION OF THE MAXIMUM TIME PERIOD A TEMPORARY SIGN MAY BE DISPLAYED; MAKING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, on October 7, 2020, the City of Manor City Council (the “City Council”) passed and approved Ordinance No. 587 authorizing and suspending the thirty (30) day maximum time period a temporary sign may be displayed as provided in Section 15.04.018(7) of the City of Manor (the “City”) Code of Ordinances, Chapter 15, Article 15.04, Section 15.04.018(7) (the “Zoning Ordinance”) until December 31, 2020; and

WHEREAS, the City Council approved Ordinance No. 597 on December 16, 2020, amending Ordinance No. 587 to authorize the suspension of the maximum time period a temporary sign may be displayed until June 30, 2021; and

WHEREAS, the necessary measures taken by governmental entities, businesses, and individuals to continue to flatten the curve in the spread of COVID-19 continues to have a detrimental impact on businesses; and

WHEREAS, the City Council desires to amend Ordinances No. 587 and No. 597 to authorize the suspension of the maximum time period a temporary sign may be displayed beyond June 30, 2021; and

WHEREAS, due to the decrease in customer base, the sustainability of local businesses continues to be in danger and the City Council has determined that authorizing the suspension of the maximum time period a temporary sign may be displayed provides economic assistance to businesses impacted by COVID-19 and preserve business and commercial activity in the city.

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 incorporated herein as findings of fact.

Section 2. Authorization of the Suspension of the Maximum Time Period a Temporary Sign May Be Displayed. The City Council hereby amends Ordinances No. 587 and No. 597 and authorizes and suspends the thirty (30) day maximum time period a temporary sign may be displayed as provided in Section 15.04.018(7) of the City’s Zoning Ordinance until September 30, 2021. Notwithstanding the foregoing, the City Council is hereby acknowledging and agreeing to only suspending the maximum time period a temporary sign may be displayed as a result of the COVID-19 pandemic and all other temporary signs rules and regulations remain in full force and effect.

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

Section 4. Savings Clause. This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

Section 5. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED this 16th day of June 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

By: _____
Veronica Rivera, Assistant City Attorney