



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

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## City Council Regular Meeting

Wednesday, December 20, 2023 at 7:00 PM

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

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### AGENDA

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

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

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### PUBLIC COMMENTS

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

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

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

#### CONSENT AGENDA

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

**1. Consideration, discussion, and possible action on accepting the November 2023 Departmental Reports.**

*Submitted by: Scott Moore, City Manager*

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

**2. Consideration, discussion, and possible action on accepting the October and November 2023 City Council Monthly Reports.**

*Submitted by: Scott Moore, City Manager*

**3. Consideration, discussion, and possible action on amending the JustFOIA contract to provide upgraded software services.**

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

**4. Consideration, discussion, and possible action on a Supplement to the Agreement for Street Lighting Service by and Between Oncor Electric Delivery Company and the City of Manor to provide street lighting service in the Palomino Subdivision.**

*Submitted by: Scott Dunlop, Development Services Director*

## **EXECUTIVE SESSION**

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

- Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;
- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel on the ShadowGlen project;
- Section 551.074 Personnel Matters to Interview Candidates for appointment to the Planning and Zoning Commission, Place No. 7 to fill an unexpired term starting in January 2024; and reappointments to Place No. 2; Place No. 4; and Place No. 6; and
- Section 551.074 Personnel Matters – Discussion of City Manager’s Evaluation



## 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

- 5. Consideration, discussion, and possible action on appointing the Planning and Zoning Commission Member for Place No. 7 to fill an unexpired term.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 6. Consideration, discussion, and possible action on appointing the Planning and Zoning Commission Members for Place No. 2; Place No. 4; and Place No. 6.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 7. Consideration, discussion, and possible action on entering into a financing agreement for the purchase of Motorola Radio Equipment for the Police Department.**  
*Submitted by: Ryan Phipps, Chief of Police*
- 8. Consideration, discussion, and possible action on a change order to the construction contract for the FY2022 Capital Metro Pavement Improvements project.**  
*Submitted by: Pauline M. Gray, P.E., City Engineer*
- 9. Consideration, discussion, and possible action on a Construction Contract for the Gregg Manor Road Ground Storage Tank & Pressurization Facility Improvements.**  
*Submitted by: Pauline M. Gray, P.E., City Engineer*
- 10. Consideration, discussion, and possible action on an amendment to Statement of Work No. 18 for the 2022 CIP Update.**  
*Submitted by: Pauline M. Gray, P.E., City Engineer*
- 11. Consideration, discussion, and possible action on a change order to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project.**  
*Submitted by: Tyler Shows, E.I.T., City Engineer*
- 12. Consideration, discussion, and possible action on a Third Amendment to the Development Agreement for the Butler/East Hwy 290 & 13100 N. FM 973 Development.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 13. Consideration, discussion, and possible action on a Food Court Establishment at 13538 N. FM 973.**  
*Submitted by: Scott Dunlop, Development Services Director*

**14. Consideration, discussion, and possible action on a Resolution requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and authorizing the release of a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas.**

*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, December 15, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:**

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- November 2023 Department Monthly Reports

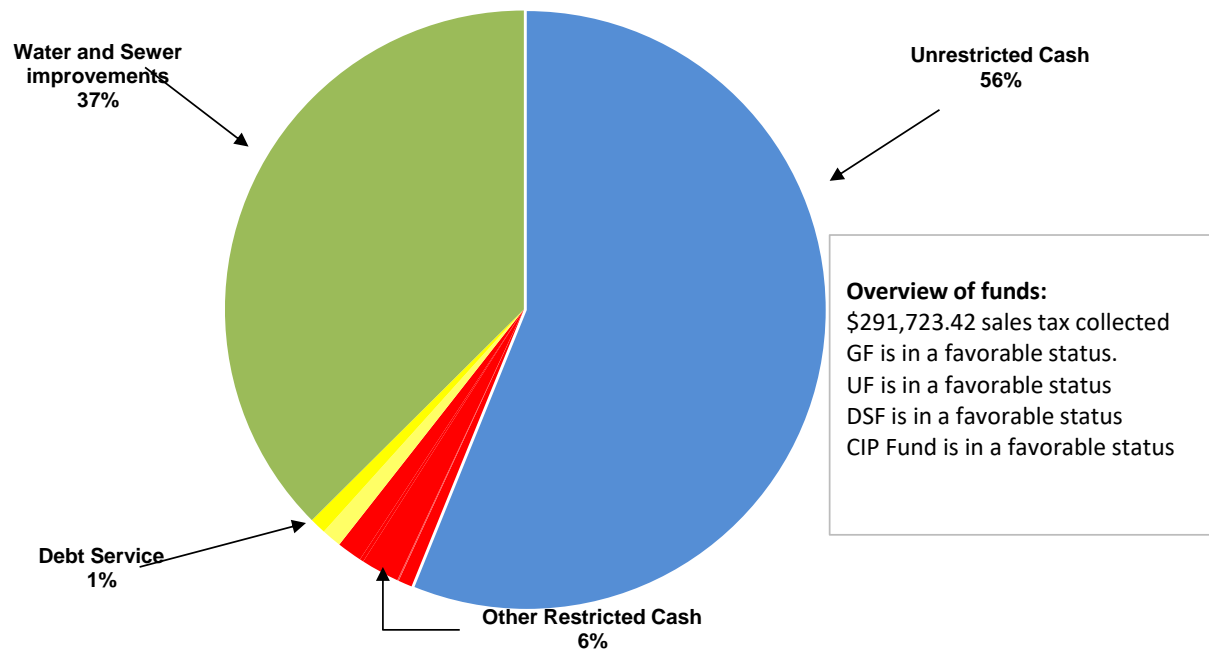
### STAFF RECOMMENDATION:

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

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

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

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
<b>CASH AND INVESTMENTS</b>						
Unrestricted:						
<b>Cash for operations</b>	21,218,485	13,905,938				35,124,422
Restricted:						
<b>Tourism</b>				469,270		469,270
<b>Court security and technology</b>	47,929					47,929
<b>Rose Hill PID</b>				1,297,292		1,297,292
<b>Manor Heights TIRZ</b>				128,584		128,584
<b>Customer Deposits</b>				847,779		847,779
<b>Park</b>	672,164					672,164
<b>Debt service</b>			551,522			551,522
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>				8,956,424	14,479,177	23,435,601
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 21,938,577</b>	<b>\$13,905,938</b>	<b>\$ 551,522</b>	<b>\$ 11,699,349</b>	<b>\$ 14,479,177</b>	<b>\$ 62,574,563</b>





# Manor Police Department

## Monthly Report November 2023



# Manor Police Department By The Numbers



**2275**

Number of calls for  
service

**75**

Average calls per day



Total Training Hours

**483**



Mental Health Calls

**13**



Juvenile Detentions

**8**

## Interactions



10

Community Events

0

Hosted Events

10

External Events



0:02:08

Average response time



2.5

The average number of people an officer interacts with per call



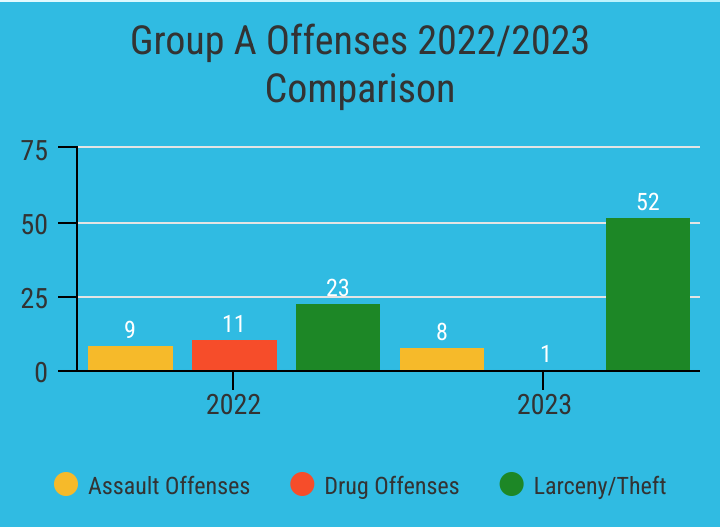
5,687

The estimated number people officers interact with on calls alone



# Criminal Offenses

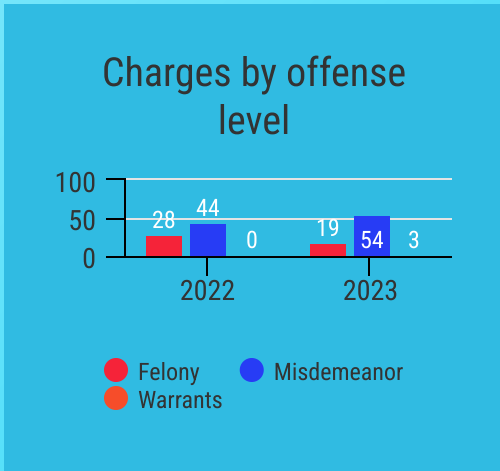
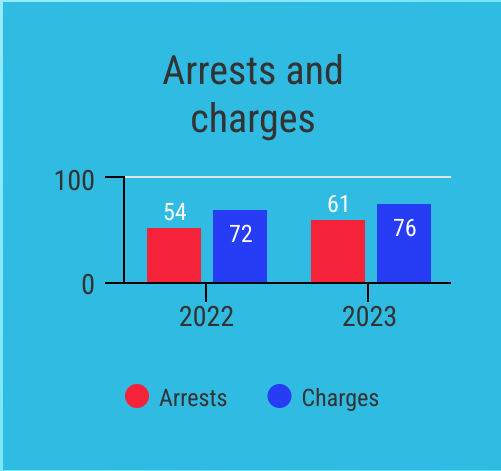
## National Incident Based Reporting System



Offense Group	2022	2023
Group A	65	88
Group B	73	87

Crime Type	2022	2023
Persons	15	10
Property	36	86
Fraud	3	5
Crimes against Children	1	3

## Incident Reports, Total Offenses, and Arrests



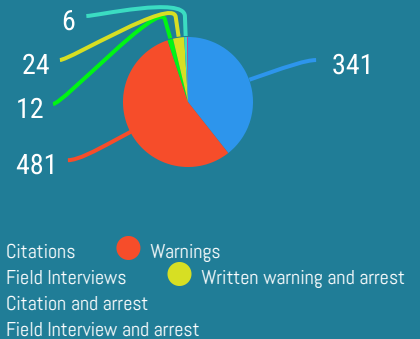
\*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.  
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses,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

# Traffic Enforcement Analysis



## 866

Total traffic stops  
conducted



## 32

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



## 41 searches out of 866 stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 4.73% of all stops resulted in a search

**CONTRABAND**

## 17

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 41.5% of searches produced contraband

# Traffic Enforcement Analysis



Crashes

Responded to  
**65**

**1**  
Involving Alcohol  
or Drugs

**33**  
DWI  
Arrests

## DWI Arrests by the numbers\*

**LEADRS**  
Law Enforcement Advanced  
Data Reporting System

### Manor Police Department DWI Profile - November 2023



\*The current LEADRS report has not been received. The monthly will be updated upon receipt.



# Travis County Emergency Services District No.12

Item 1.

## Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – November 2023

### Calls - Month

2023 - 397 (+0.5%)

2022 - 395 (+9.1%)

2021 - 362

### Calls by Unit

Eng1201 - 94

Eng1202 - 105

Bat1201 - 38

SQ1203 - 67

SQ1201 - 153

Eng1203 - 95

FMO1201 - 7,

151 call reviews

### Calls - CYTD

2023 - 4633 (+2.1%)

2022 - 4536 (+9.3%)

2021 - 4148

### AVG Response Time - Month

9 min, 08 sec

### AVG Response Time - CYTD

8 min, 42 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	8	2	69	39
Bastrop Co. ESDs	0	0	0	4
BT1/ESD 13	0	2	0	2
Elgin VFD	0	1	1	14
TC ESD 2	3	17	76	140
TC ESD 11	4	0	44	3
TC ESD 9/6/3	0	0	15	0
WILCO Dept's	0	1	6	11
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<b>TOTAL</b>	<b>15</b>	<b>23</b>	<b>211</b>	<b>213</b>

### Incident by Type

100 Fire.....	77	200 Rupture/Explosion...	0	300 EMS/Rescue	275
400 Hazardous Condition.	6	500 Service Call.....	18	600 Good Intent.	9
700 False Calls.....	12	900 Other.....	0	800 Nat. Disaster	0

### Training and Events

- Birthday Party Visit
- Lagos Elementary Visit
- Senior Thanksgiving
- Thanksgiving Meals Provided by Bluebonnet Electric
- Live Fire Training @ ESD11
- DCPE OB Emergencies Training

### Awards and Recognition

- BC McRae 8yrs.
- FL Minnix 5yrs.
- FE Sinclair and FF Estrada 4yrs.
- FE Nguyen and FE Simpson 3yrs.



# Travis County Emergency Services District No.12

Item 1.

## Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – November 2023

### Prevention Division Activities (ESD/CoM)

Builder | Developer Mtgs.....0 (0/0)  
Reviews.....46 (34/12)  
Under Review.....4 (3/1)  
Re-submittals.....25 (16/9)  
Approvals / Permits Issued.....24 (20/4)  
Awaiting Response from Applicant.....12 (7/5)  
Review Turn-Around (AVG last 30 days) 4 days

Site Visits.....51  
Initial Inspections .....57 (32/25)  
Reinspection.....2 (2/0)  
Residential Inspections.....3  
Investigation Responses.....2 (1/1)  
Hydrant Inspections/Tests.....4

###



# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: December 20, 2023

RE: **November 6 to December 15 Economic Development Department activity**

- 
- 2 GBA project status meetings; Qually status meeting; Laserfiche implementation project Teams meeting; Manor Education Foundation Board Meeting @ BigAustin; attended CHIPS DC team meeting at Opportunity Austin;
  - Met with Costco east coast and San Antonio brokers and discussed site alternatives and needs; prospect Zoom meeting with Chinese EV battery manufacturer needing 50 acres to purchase in 2024; Manor 263 pre-application Zoom meeting (Han's);
  - Boyd Harris call: discuss listed properties on Old Kimbro Rd.; met Trakside Coffee principal to discuss shop locations; toured excess MISD properties; met Matt Hughes to discuss potential retail/restaurant strip locations and availability;
  - TML Economic Development 2-day Conference: Lost Pines Resort Bastrop; TML Region 10 Meeting Bastrop; hosted Economic Development Committee Meeting 12/14 at Manor City Hall and discussed past and future Manor economic development strategies;
  - CAYSA survey, title docs and appraisals; Deron Henry CAYSA amendments requests; CAYSA meetings/due diligence questions discussion with GBA, Gregory Miller, Knight firm; Teams meeting with Knight firm on CAYSA closing; Texas Parks & Wildlife meeting re: CAYSA park grant w/Gandolph Burrus; Teams meeting w/Hunden Partners re: potential Feasibility Study needs;
  - Request for 10 ac St. Mary Magdelene property extension document (City Manager pursuing); correspondence with Jonathan Nixon on Hill Ln. 4.2 ac tract agrees to price, contract requires separate survey city is working on acceptance of, then can record and draft contract to include;
  - Moody's call on Bond Ratings; Bond Election successful for all 3 propositions;
  - Set meeting with Jon Tomlin with PMSI project management; 3 project responses to Opportunity Austin; met with Endeavor RE on-site re: Las Entradas North pad sites;
  - Wonik project call regarding incentive requirements; meeting with Dwight Hill re: potential property uses; TxDOT discussion regarding future planning w/Jason Caveness;
  - Opportunity Austin Regional Partners Meeting and tour of Samsung Austin Chip Fab Plant with M. Glaze; Lions Club Annual Thanksgiving Senior luncheon;
  - 5 legal calls w/Gregory Miller and Deron Henry on multiple subjects; Dalfen/Manor Downs discussion; Moody's bond rating call w/Jeff Norred;



# MEMO

- 1 Downtown Strategic Plan Kickoff Meeting with Catalyst Commercial's project team to set expectations; Manor Chamber of Commerce monthly meeting; 2 elected official award events;
- Attended 2 City Council Meetings; 2 City Council Special Called Meetings; 4 Staff meetings;



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

**November 1-30, 2023**

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	3	\$8,150.00	\$676.00	
Commercial Irrigation	3	\$81,500.00	\$516.00	Palomino Subdivision Landscape
Commercial New	2	\$4,464,352.05	\$70,666.50	Mini-Max and Car Wash
Commercial Remodel/Repair	1	\$15,110.00	\$412.00	Michelle's Salon & Spa
Commercial Sign	6	\$111,368.00	\$1,679.65	
Residential Electrical	5	\$69,910.20	\$535.00	
Residential Foundation Repair	9	\$63,331.00	\$945.00	
Residential Irrigation	54	\$94,536.12	\$5,778.00	
Residential Mechanical-HVAC	1	\$0.00	\$107.00	
Residential New	51	\$15,150,260.40	\$408,887.40	
Residential Plumbing	2	\$10,700.00	\$214.00	
Residential Remodel/Repair	1	\$20,000.00	\$352.00	
Right of Way	3	\$0.00	\$0.00	
<b>Totals</b>	<b>141</b>	<b>\$20,089,217.77</b>	<b>\$490,768.55</b>	

Total Certificate of Occupancies Issued: 45

Total Inspections(Comm & Res): 1,562

*Scott Dunlop, Development Services Director*

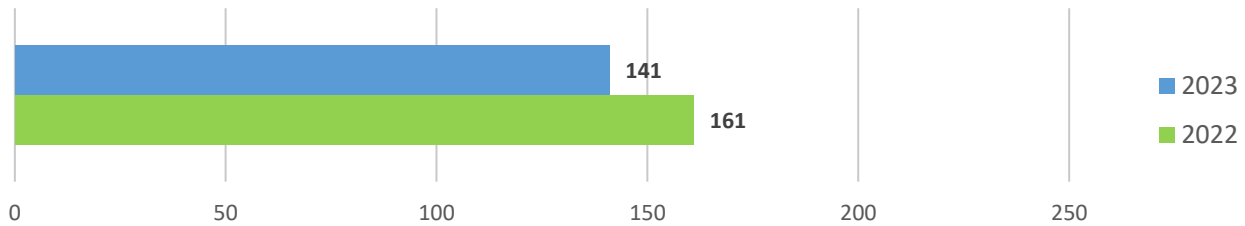




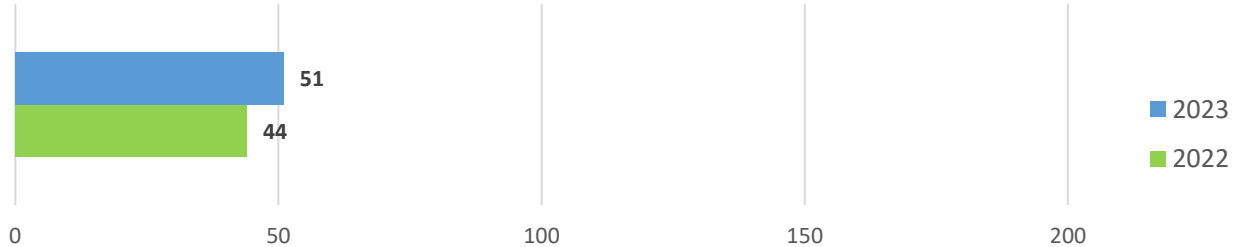
# November 2023

DEPARTMENT OF DEVELOPMENT SERVICES  
SCOTT DUNLOP, DIRECTOR

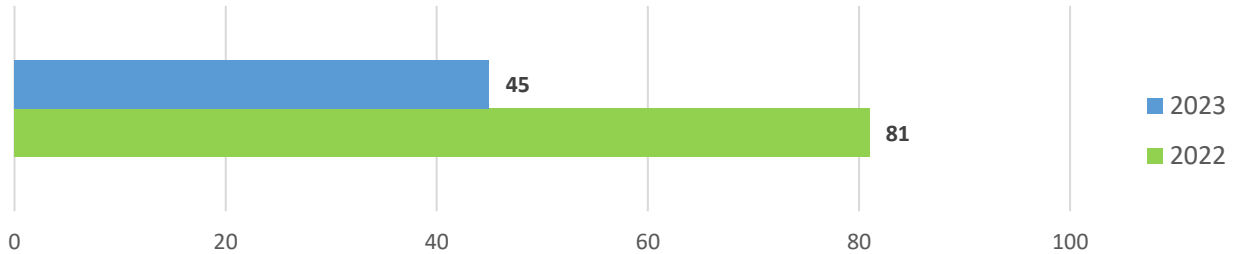
## ALL PERMITS ISSUED



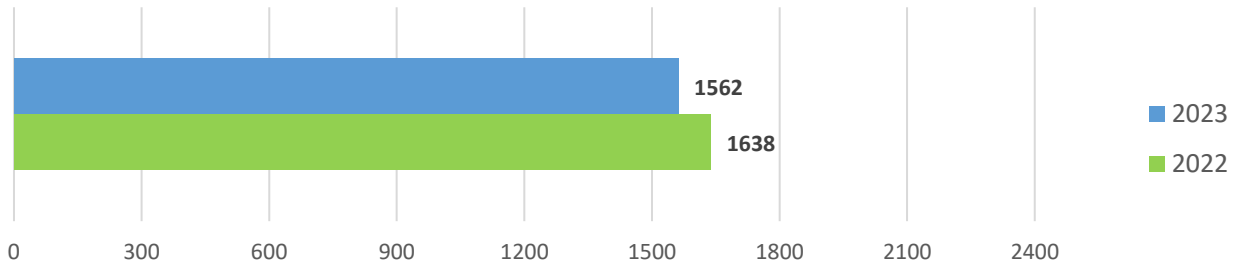
## RESIDENTIAL NEW PERMITS



## COs ISSUED



## INSPECTIONS

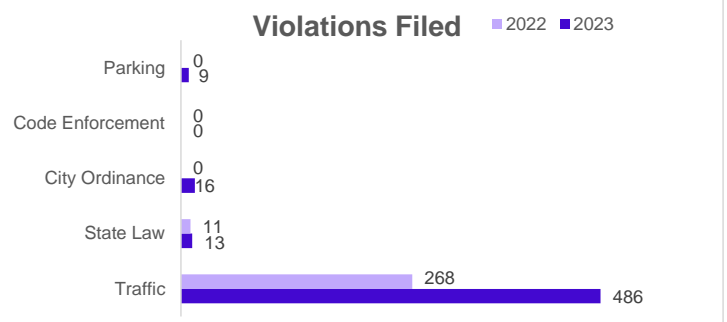


\*Charts displayed at different scales

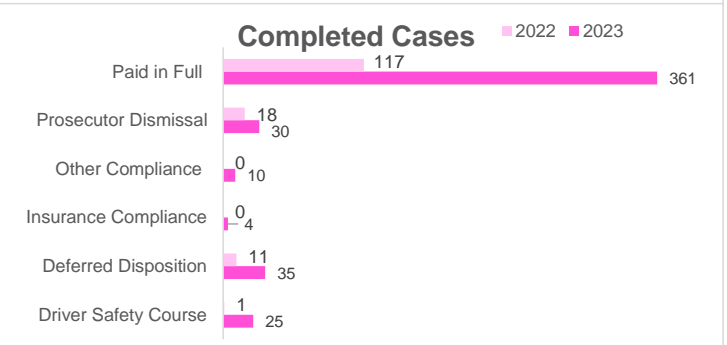


## November 2023 Court Report

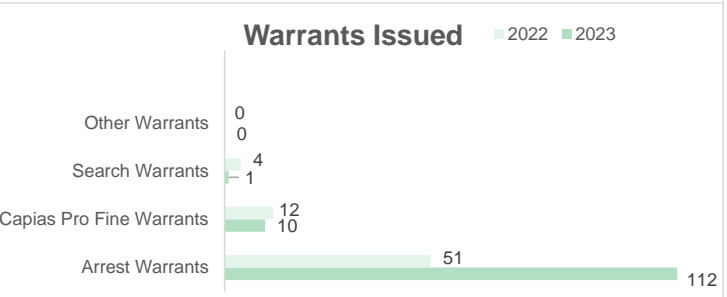
Violations Filed	2023	2022
Traffic	486	268
City Ordinance	16	0
Code Enforcement	0	0
Parking	9	0
State Law	13	11
<b>Totals:</b>	<b>524</b>	<b>279</b>



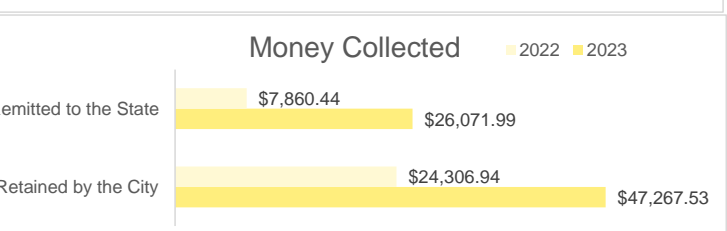
Completed Cases	2023	2022
Driver Safety Course	25	1
Deferred Disposition	35	11
Insurance Compliance	4	0
Other Compliance	10	0
Prosecutor Dismissal	30	18
Paid in Full	361	117
<b>Totals:</b>	<b>465</b>	<b>147</b>



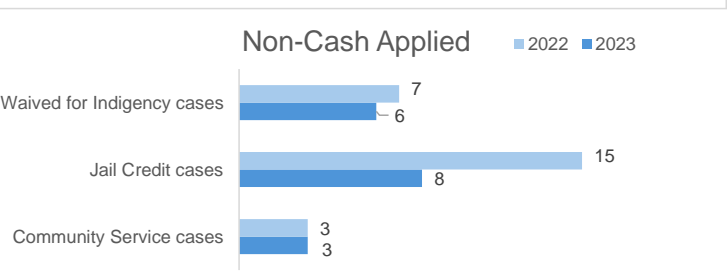
Warrants Issued	2023	2022
Arrest Warrants	112	51
Capias Pro Fine Warrants	10	12
Search Warrants	1	4
Other Warrants	0	0
<b>Totals:</b>	<b>123</b>	<b>67</b>



Money Collected	2023	2022
Retained by the City	\$47,890.75	\$24,306.94
Remitted to the State	\$26,285.28	\$7,860.44
<b>Totals:</b>	<b>\$74,176.03</b>	<b>\$32,167.38</b>



Non-Cash Applied	2023	2022
Community Service cases	3	3
Jail Credit cases	8	15
Waived for Indigency cases	6	7
<b>Totals:</b>	<b>17</b>	<b>25</b>





# MEMO

To: Mayor and City Council Members  
From: Matt Woodard, Director of Public Works  
Date: December 20, 2023  
RE: **November Monthly Report**

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## Public Works Department

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

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

### ***Water and Wastewater Department***

In November, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains. Completed TCEQ inspections for our water system for the Cottonwood Creek WWTP Inspection.

### ***Water Production & Purchase***

In November, 14% of the water we supplied to our residents was from our wells, and purchased 86 % from EPCOR and Manville WSC.

### ***Population***

City of Manor- 20,714

Shadowglen- 7,608

CITY OF MANOR  
CAPITAL PROJECT STATUS REPORT  
PUBLIC WORKS DEPARTMENT  
December 6th, 2023

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Wastewater Collection System Improvements Project 14621 – Addendum #49	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Spoils hauloff completed 12/4/2023 and disturbed area re-seeded. Lot pins at Gabriel's lot were located by contractor's surveyor and reset with new pins and caps.	99%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12" gravity wastewater main	Sent proposed change order to City legal for review. Sent email this morning for an update from City Attorney	99%
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	Final punch list inspection conducted 10/25. The contractor on site 11/6 to finish punch list. Line is still holding water and vent pipes are not installed. New PM Marshall waiting on vent pipe material.	99%
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Submitted documents for TCEQ review and approval. (100 Day review period from November 10 <sup>th</sup> for variance request)	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Project rebid Nov. 14 <sup>th</sup> . Meeting set up this week with City to discuss awarding the bid at the December 20 Council Meeting.	Bidding Phase Complete
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Working on easements. Written approval from Manville through email, waiting on formal documentation. Easement document sent.	Working on easement acquisition and addressing issues/concerns about easements from property owners.

Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	Working on access easement for West Elgin property. Currently bypassing at Bell Farms. Bypass likely delayed at PG. Expected CO to cover: <ul style="list-style-type: none"> <li>- Install genset at PG</li> <li>- Remove and replace electrical slab/installation at BF</li> <li>- Riser at PG</li> <li>- Valve vault revision at BF</li> </ul>	Under construction.
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Low bidder – Santa Clara. <b>\$2,533,379</b> (OPC \$2,749,572). Pre-con meeting Dec 5. Schedule coming this week.	Construction documents 100%. Bid phase 100% Construction phase 0%
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finalizing plans, specs, OPC. Need to send plans, OPC to developer.	Construction Documents 99%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Preliminary engineering work being updated for submittal to EDA.	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	12/7 Meeting – planning to cover: Review of Model Future Growth Planning  Question: November 2022 storm	
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Continue working revisions to the Water master plan draft report.  In progress: Presented draft report to City Staff	Report Phase – revisions from City Comments; waiting to hear from Manville about potential water

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



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

### **Daily Duties and Projects 11-1-2023 / 11-30-2023**

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

Filled cracks with sand for future crack sealing on La Grange St, E. Browning St, E. Townes St, E. Rector St, N. Burnet St, and E. Lane.

Replaced sidewalk from water leak repair on E. Carrie Manor St.

Crack sealed on N. Lexington St, W. Browning St, N. Caldwell St, and W. Lane St.

Stop sign repair at Carriage Hills Dr. and Pine Needle St.

Placed message boards for Holidays in the Park event.

Pothole repairs at N. Bastrop St, Gregg St, E. Carrie Manor St, S. San Marcos St, E. Wheeler St, N. Lampasas St, Old Kimbro Rd, E. Carrie Manor St, N. Lexington St, Bois-D-Arc, Tower Rd, W. Carrie Manor, E. Murray St, N. Burnet St, and S. Burnet St.

Asphalt repair on Blake Manor Rd. between guard railing.

Cap Metro Paving contract paved N. Lampasas St. from Eggelston St. to N. Lockhart St.

Cap Metro Paving contract paved the Cemetery Road.

Cap Metro Paving contract paved N. Lockhart St. from E. Browning St. to N. Lampasas St.

Cap Metro Paving contract paved E. Wheeler St. from Old Hwy 20 to N. Lampasas St.

Cap Metro Paving contract prepping roads for paving on N. Lockhart St. from Old Hwy 20 to E. Eggelston St.

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

Cap Metro Paving contract prepping road for paving on San Marcos St. from E. Wheeler St. to E. Eggelston St.

### ***Parks Maintenance***

Helped setup and take down at the Veteran's Day event.

Held Arbor Day at Timmermann Park.

Set up Christmas lights.

Flower bed maintenance at the Manor Art Park.

Table setups and take downs at City Hall as requested.

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

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities completed.

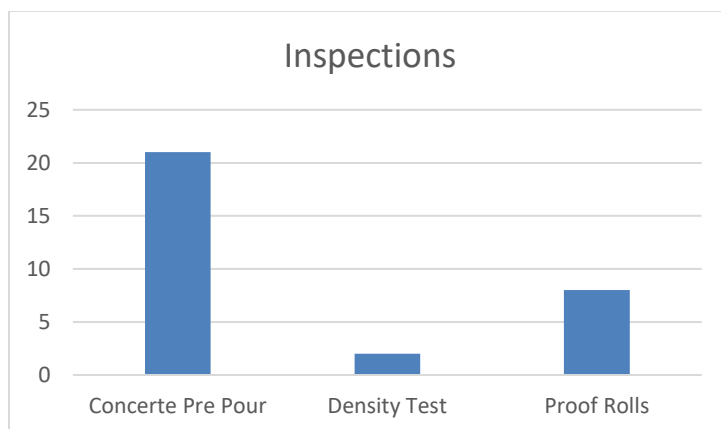
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

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

680 - inspections completed for this month.

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



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

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

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

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

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

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

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

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

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

Manor Heights Phase 4 – Development process.

LA Mexicana – about to start the development process.

North Forest Office Building – building process.

Manor New Tech – building process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3- waiting on homes to be built.

Logos Phase 4 - homes are being built.

Logos Phase 5 - waiting to build houses.

Logos Phase 5 - walkthrough has been completed.

Lagos Phase 2- homes are being built.

Shadowglen Phase 2 Sec 22 & 23A walkthrough punch list. September 2021 still waiting.

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

Shadowglen Phase 2 Sec 27A & 27B walkthrough punch list September 2021 still waiting.

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

Shadowglen Phase 2 Sec 21A & 21B walkthrough punch list. January 2022 still waiting.

Palomino Subdivision – waiting to be built.

Presidential Glen Commercial WW – in building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - Building process

Presidential Glen Townhomes – not started.

Sherwin Williams - Building process.

Las Entradas Section 3- Building process.

Las Entradas Section 4 – Building process.

109 Lexington apartments – Building

process.

Manor Town apartments Phase 2 -  
Development process.

The LEX at FM 973 & Murchison – not  
started.

Valvoline – Development process.

Holley smith Phase 1A – not started.

Eggleston Extension – Development

process.

The View at Manor apartments –  
Development process.

Eggleston Extension – close to opening.

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

## **Cemetery Report**

November 6, 2023 – Monitored cemetery.

November 8, 2023 – Monitored cemetery.

November 15, 2023 – Monitored cemetery.

November 20, 2023 – Monitored cemetery.

November 22, 2023 – Monitored cemetery.

November 25, 2023 – Monitored cemetery.

November 26, 2023 – Monitored cemetery.

November 28, 2023 – Cleaned cemetery and removed nine garden bags of glass containers, faded flowers, broken ceramics, and trash.

Discussed with Lance Zeplin, on requests for reserving plots. I will research surrounding cemeteries and set up meeting to discuss.

# WATER/WASTEWATER MONTHLY REPORT NOVEMBER

<b>WASTEWATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	20
MANHOLES REPAIRED	2
SEWER BACKUPS	6
LINES LOCATED	1
MANHOLES CLEANED	10
CLEANOUTS REPAIRED	1
<b>WATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	143
WATER LEAKS SERVICE LEAKS	2
CUSTOMER LEAKS	5
HYDRANT FLUSHED	40
HYDRANT MAINTENANCE	1
HYDRANT REPAIR/REPLACED	3
ISOLATION VALVE MAINTENANCE	
ANGLE STOPS REPLACED	5
LINES LOCATED	1
MANVILLE BROWN WATER	
BROWN WATER	3
WATER PRESSURE/ FROZEN CUSTOMER PIPES	2
WATER TURN ON/OFF	45
BAC T SAMPLES	23
METER BOX	1
COVER UP	2
HIGH OR NO WATER USAGE	11
<b>INSPECTIONS WATER/ WASTEWATER</b>	<b>TASK COMPLETED</b>
SITES INSPECTED	165
MANHOLES INSPECTED	1
WASTEWATER LINES	300 FEET
MANDRELS	50/3255 FEET
WATER PRESSURE TESTED	4
CONSTRUCTION METER DISCONNECT	2
CONSTRUCTION BAC T/FLUSHING	1
INSPECTED WATER TAPS	2
WALKTHROUGH	3
FLOW TEST	1
PRECONS	1
DENSITIES	57



# MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Director

Meeting Date: December 20, 2023

RE: November 2023

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## **Meetings and Events:**

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

November 9, 2023

### ***Staff Meetings***

November 7, 2023

November 14, 2023

November 21, 2023

November 28, 2023

### ***Holidays in the Park Committee***

November 6, 2023

November 21, 2023- final logistics meeting

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

November 1, 2023- Council Compensation Ordinance

November 15, 2023- Standard monthly report

November 20, 2023- Special session; Canvass

November 29, 2023- Special Session-CO

## **October 2023**

- November 2- NeoGov training modules.
- November 8-Heritage and Tourism presentations by three qualified candidates.
- November 9- Manor Chamber of Commerce luncheon, presented the Holidays in the Park event sponsored by the City of Manor and partnered with the Chamber.
- November 9- NeoGov training modules.



# MEMO

- November 12-Skilled Trades consortium regarding the EPA grant application for next year's classes.
- November 16- CJIS audit for continued qualifications for the City of Manor to maintain access to criminal history searches. (Passed)
- November 17- TMLIRP Workers Comp audit for correct coding on all employees under state statute filing rules.
- November 20- Meeting with Express Evaluations for proposed software.
- HR has extended work hours to ensure continuity in the finance department.
- Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.





# MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: December 20, 2023

RE: November Monthly Report

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The following are accomplishments from September.

1. Waiting for branding to be completed to finish the move to manortx.gov
2. Move to AT&T Fiber TBD. Waiting for fiber installation at Public Works – Continuing.
3. Evaluation move to AT&T for phones and cellular. Lawyers have reviewed. Waiting for the Internet services project to be completed. – Still waiting
4. We have quotes on switch replacements. Project is pending for time and availability.
5. Inventories data jacks to update the City Hall Map. Currently updating.
6. Assisted PD in getting a printer for Admin
7. Thanksgiving.



# MEMO

To: Mayor and City Council Members

From: Lluvia T. Almaraz, City Secretary

Date: December 20, 2023

Re: **November 2023**

## City Records Obtained and Processed:

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



# MEMO

## **COUNCIL MEETINGS**

- Council Regular Meetings – November 1<sup>st</sup> and November 15<sup>th</sup>
- Council Called Special Session – November 20<sup>th</sup> and November 29<sup>th</sup>
- Manor Housing Public Facility Corporation Meeting – November 29<sup>th</sup>

## **TRAINING/OTHER MEETINGS**

- JustFOIA Webinar Training (Open Records) – November 1<sup>st</sup>
- CivicPlus Essential Agenda and Meeting Management Webinar Training – November 2<sup>nd</sup>
- JustFOIA Webinar Training (Redactions) – November 14<sup>th</sup>
- JustFOIA Webinar Meeting (Upgrade) - November 15<sup>th</sup>
- Secretary of State Annual Election Seminar – November 29<sup>th</sup> – December 1<sup>st</sup>

## **COMMUNITY EVENTS**

- Arbor Day Event – November 18<sup>th</sup>

## **OTHER**

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

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### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- October and November 2023 City Council Monthly Reports

### STAFF RECOMMENDATION:

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

# Manor City Council

## Monthly Report

Name **Dr. Christopher Harvey**

Place/Position

**Mayor**

:

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

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

## TIER 1

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

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

Type of Meeting	Date	Description
Manor Public Facility Corporation	2	
City Council	2	
City Council Workshop	18	
City Council	18	

### Other Meetings

Type of Meeting	Date	Description
Black Men Health Clinic	23	
Mayor Reading at MISD Classroom	11	Reading in spanish to elementary students during Hispanic Heritage Month
Travis County Summer Youth Employment	16	Opportunities in summer 2024 for youth in Manor

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

## TIER 2

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

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

<b>Committee Name</b>	<b>Chair (Yes or No)</b>	<b>Meeting Date</b>	<b>*Quarterly Report Date</b>	<b>Description</b>
Economic Development	Yes	24		Meeting with Teresa Chatel - Status Solutions about opportunities in Manor - referral from Scott Jones
Mayor Community Collaborative	Yes	15, 23		Meeting w/Executive Director of Operation Turkey
		25		2nd Annual Law Enforcement @ MISD
		25		YMCA about opportunities in Manor - Sarah Rinner
Capital Improvement				
Emergency Management				
Public Safety				

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description
County and Business Partners	26	Walt Gonzalez & Commissioner Travillion - TESLA opportunities in Manor

### Community Meetings (minimum of 2)

Individual/Group	Date	Description
Capital Metro	16	Talked with Dottie Watkins to set up meeting with City of Manor and Capital Metro
ESD 12	16, 19	Phone meeting with Chief Ryan Smith about Summer Youth Employment
African American Leadership Institute	13	participate at the closing ceremony and the 2023 cohort
Other:		

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



## TIER 4

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

### Regional Meetings

Group Name	Date	Description
Austin Health Council	26	Presentation about Manor in September meeting. Appointed to the strategic planning board. Met in September. October Meeting met with Marycruz De Leon from Dallas Federal Reserve

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

# Manor City Council

## Monthly Report

Name **Dr. Christopher Harvey**

Place/Position

**Mayor**

:

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

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

## TIER 1

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

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

Type of Meeting	Date	Description
City Mayors and Managers Update	1	
City Council	1, 15	
City Council Specialist	20, 29	

### Other Meetings

Type of Meeting	Date	Description

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

## TIER 2

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

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

<b>Committee Name</b>	<b>Chair (Yes or No)</b>	<b>Meeting Date</b>	<b>*Quarterly Report Date</b>	<b>Description</b>
Economic Development	Yes	15		Costco and Manor
Mayor Community Collaborative	Yes			
Initial Meeting - Health Council		27		meeting with BMHC and UT Austin, Austin Community College,

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
City of Manor Arbor Day	11	Spoke, prayed and read resolution at the event
Manor Education Foundation	30	connected with local businesses and city/county stakeholders.
ACC Tour	16	conversation about bringing more manor residents to the Make It Center at Highland Campus
E3 Alliance	29	Constructing training facilities in Manor for Manufturing

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

## TIER 4

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

### Regional Meetings

Group Name	Date	Description
Austin Health Council	16	council meeting
National Forum for Black Public Administrators	17	Panel discussion and an award

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

# Manor City Council

## Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

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

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

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meetings	10/4/2023 10/18/2023	Regular

## Other Meetings

Type of Meeting	Date	Description
PFC	10/2/2023	
Workshop	10/18/2023	

## Other

Type	Date	Description

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



## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public Safety	Yes		Chief Phipps	
Mayor Collaborative Committee	Y		Mayor Harvey	

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Public Safety	Y	11/30/2023		Weather sirens Rocks Community Vehicle

### Other

Type	Date	Description

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

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description
With Senator Eckhardt		Ongoing discussions and updates
Travis Commissioners Court	Quarterly	TBD

### Community Meetings (minimum of 2)

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

### Other

Type	Date	Description

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

## TIER 4

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

### Regional Meetings

Group Name	Date	Description
TML Annual Conference	10/3/2023	All week
Public Housing	10/2/2023	1 hour meeting
TML (G.P)		Continuous presiding TML Region 10 president

### Other

Type of Meeting	Date	Description

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

# Manor City Council Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

Start Date: November 1, 2023 End Date: November 30, 2023

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

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meetings	11/1/2023 11/15/2023	Regular

## Other Meetings

Type of Meeting	Date	Description
Canvass	11/20/2023	Certification Election
Public Housing Meeting	11/2/2023	Certificate of Deligation

## Other

Type	Date	Description

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public Safety	Yes	11/30/2023	Quarterly	Coming up for next meeting

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Public Safety	Y	11/30/2023		Weather sirens Rocks Community Vehicle

### Other

Type	Date	Description

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

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description
Verbal Updates Senator Eckhardt		Ongoing conversations

### Community Meetings (minimum of 2)

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

### Other

Type	Date	Description

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

## TIER 4

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

### Regional Meetings

Group Name	Date	Description
TML	Ongoing	Presiding TML President for Region 10

### Other

Type of Meeting	Date	Description

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



# Manor City Council

## Monthly Report

Name: Anne Weir Place/Position City Council / Place 2

Start Date: Oct. 1, 2023 End Date: Oct. 31, 2023

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

## TIER 1

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

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

Type of Meeting	Date	Description
City Council	Oct. 2. 23	due to TML Confer. Regular Meeting Rescheduled to this date
City Council Special Session (Branding)	Oct. 18. 23	Discuss & input for new City logo & design

### Other Meetings

Type of Meeting	Date	Description

### Other

Type	Date	Description

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

## TIER 1 page 2

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

Type of Meeting	Date	Description
Reg. City Council Meeting	Oct. 18, '23	Regular meeting discussing the business of a growing city

## Other Meetings

Type of Meeting	Date	Description
Manor Heritage Society	Oct 11, 2023	ORGANIZ. dedicated to preserving & sharing the history of our community

## Other Meetings

Type	Date	Description
Compass Rose-Desny	Oct. 31, 2023	Student Book Parade Celebrating & Promoting Reading Literacy

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee	YES	7pm Oct. 30, 2023		Discuss of collaboration w/ BMHC & the City of Manor (Bristol Myers Grant)

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

### Other

Type	Date	Description
Manor Wellness Alliance	Oct 7, 2023 10a-4p	Conducted FREE Vision Screening for the uninsured underinsured community
Manor Wellness Alliance Board Mtg.	Oct. 19, 2023	To Discuss Fundraising for the FREE Clinic

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

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Bishop's Other COMMITTEE	OCT. 3, 2023 7pm	Discuss / Plan Community Outreach for Christmas Updates on construction / Improvements to the building

ST. MARY MAGDELENE CHURCH

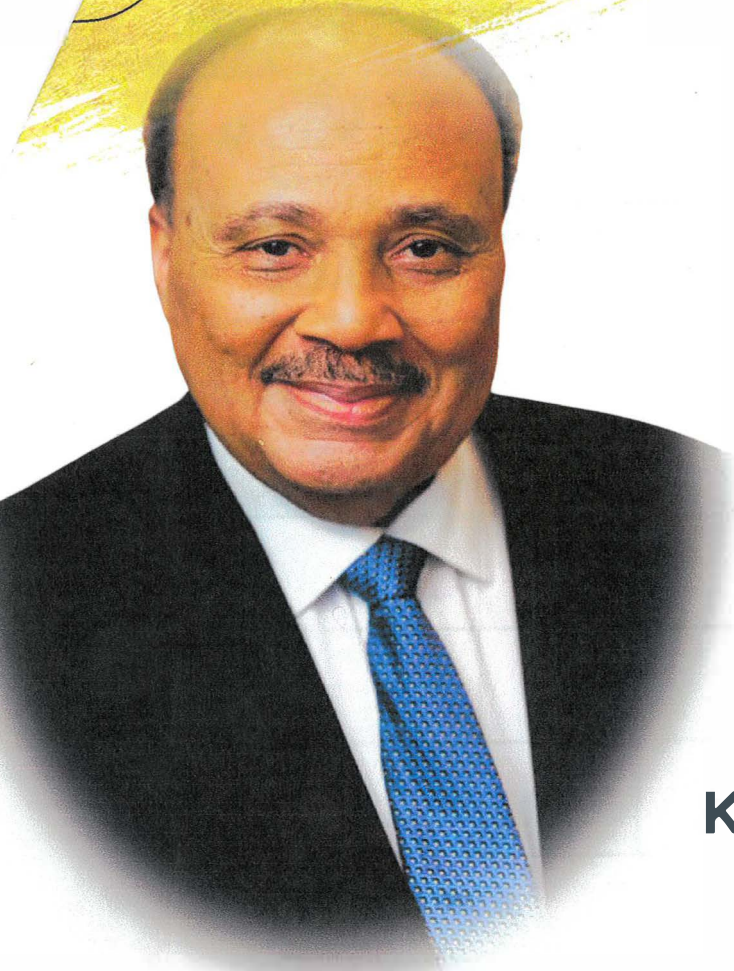
### Other

Type	Date	Description
AAHYF Gala	OCT. 28, 2023	Support an organization that is making a difference in the lives of young people KEYNOTE SPEAKER - MLK 3 <sup>rd</sup>
TML Annual Conference-Dallas	OCT 4-6 2023	Educational events to encourage exchange of ideas & support professional growth of Texas cities (Participate)

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



# Gala



## MARTIN LUTHER KING III

**KEYNOTE SPEAKER**



Civil rights advocate and global humanitarian Martin Luther King III is shepherding the healing of our nation and the world, connecting the important lessons of the past with the critical needs of our future and motivating a new generation of authentic leaders. As the oldest son of the late Dr. Martin Luther King Jr. and Mrs. Coretta Scott King, Martin Luther King III is a thought leader on the world stage, a peace maker, and a negotiator on some of today's most critical national and international platforms for social change. Amplifying the work of his father, Mr. King has devoted his life to promoting global human rights and eradicating racism, violence, and poverty – referred to by his father as the “triple evils” and the “scourges of humankind” – on every continent except Antarctica.



## TIER 4

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

### Regional Meetings

Group Name	Date	Description

### Other

Type of Meeting	Date	Description
Manor Lions Club	10-9-2023	Board Meeting followed by Regular Monthly meeting
Manor Lions Club	10-23-2023	Regular meeting to plan / discuss preparations for Comm. Thanksgiving Feast
Manor Lions Club	Oct 21. 2023	2 <sup>nd</sup> Annual Community Truck or Treat

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

# Manor City Council

## Monthly Report

Name: Anna Weir Place/Position City Council / Place 2

Start Date: Nov. 1, 2023 End Date: Nov. 30, 2023

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



## TIER 1

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

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

Type of Meeting	Date	Description
Regular City Council Meeting	Nov. 1, 2023	
Regular City Council Meeting	Nov. 15, 2023	

### Other Meetings

Type of Meeting	Date	Description
Sp. Session City Council	Nov. 29, 2023 6p-8p	
Sp. Session City Council	Nov. 20, 2023	

### Other

Type	Date	Description
Manor Lions Club Senior Thanksgiving Dinner	Nov. 15, 2023 11a-1p	Thanksgiving Dinner prepared & served to Manor's Senior Community
Arbor Day	Nov. 18, 2023	Planting trees @ Timmerman Park in celebration of Arbor Day

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee	YES	Nov. 27, 2023 1pm		Zoom Mtg 2 Full Team Introduction / Vision for Bristol Myers Grant

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

### Other

Type	Date	Description
Operation Turkey	11/23/23	Feed 500 Manorites Thanksgiving Dinner and Delivered

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

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
		3		

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
1. Oak Grove				

## Other

Type	Date	Description
Manor Wellness Alliance	Nov. 4, 2023	Conducted FREE Vision Screening for the uninsured / underinsured community
Veteran Day Ceremony	Nov. 11, 2023	Support our active Service members and those that served our country

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

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
Bishops Committee	11-7-2023	Discusses recent survey on adding adult services; Finalized Christmas giving plans
Manor Heritage Society	11-8-2023	Board discuss on writing bylaws
Other: Lions Club	11-3-2023 Sep-8 <sup>30</sup> p	WORKED MISD Football concessions to raise funds for community activities

### Other

Type	Date	Description
Manor Heritage Society	Nov. 22, 2023	Board Meeting to discuss & re-write non-profit Bylaws

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

## TIER 4

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

### Regional Meetings

Group Name	Date	Description

### Other

Type of Meeting	Date	Description
Ribbon Cutting for Trauma Recovery Ctr.	Nov. 1, 2023 11am	Harvest Trauma Recovery Center opened Survivors of violence get the help they need.
Lions Club	Nov 13, 2023	Finalize, Organize for the community lunch - Senior Thanksgiving
Lions Club	Nov. 27, 2023	Organize, Promote community Christmas meal for the Seniors in the community

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

# Manor City Council Monthly Report

Name: Maria Amezcua Place/Position Place 3

Start Date: October 2nd, 2023 End Date: October 31st, 2023

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

Regular Scheduled City Council Meeting(s):

- October 18th, 2023



## CITY COUNCIL REGULAR SESSION MINUTES OCTOBER 18, 2023

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

### PRESENT:

Dr. Christopher Harvey, Mayor (Absent)

### COUNCIL MEMBERS:

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

Special Called Meeting(s):

- October 2nd, 2023



**CITY COUNCIL  
CALLED SPECIAL SESSION MINUTES  
OCTOBER 2, 2023**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor (left at 9:00 p.m.)

**COUNCIL MEMBERS:**

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

**Public Finance Corporation (PFC) Meeting:**

- October 2nd, 2023



**Manor Housing Public Facility Corporation**

10/02/2023 06:00 PM

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

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

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

**PUBLIC COMMENTS**

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

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

*To address the Manor Housing Public Facility Corporation, please complete the white or yellow card and present it to the City Secretary, or designee prior to the meeting.*

**REGULAR AGENDA**

1. Consideration, discussion, and possible action to approve the Manor Housing Public Facility Corporation Minutes of the September 20, 2023, meeting.
  2. Consideration, discussion, and possible action to reaffirm the Board's authorization of the negotiation and execution of agreements and other instruments in furtherance of the MHPFC/W2 multifamily development that was previously approved by the Board at a meeting held on May 31, 2023.
-

- October 18th, 2023 Workshop Session



**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
OCTOBER 18, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor (Absent)

**COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2 (Arrived at 5:45 p.m.)  
Maria Amezcua, Place 3  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5 (Arrived at 5:45 p.m.)  
Deja Hill, Place 6



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

## Committee Commitments

Committee Name	Description	Meeting Schedule
Budget Committee *	Meeting TBD Financial update	Quarterly: October-December (Date TBD)
Capital Improvements Committee		

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

## Government & Community Engagement

Individual/Group	Purpose	Date
HOA: Presidential Glen HOA	Board review of annual financial reports	10/13/2023
HOA: Presidential Glen HOA	Board meeting to discuss/review accounts	10/16/2023
Other: Chamber of Commerce	Monthly meeting. Network with business owners. Community engagement.	10/12/2023

## Texas Municipal League Participation

Event	Purpose of Event	Date
Conference	Legislative Updates. Networking. Attend training sessions.	10/4/2023-10/6/2023



### TUESDAY, OCTOBER 3

**8:00 a.m.-5:00 p.m.**  
Exhibitor Registration  
Exhibit Halls D-E Lobby, Level Two

**1:00-5:00 p.m.**  
Attendee Registration  
Exhibit Hall F Lobby, Level Two

**2:00 p.m.**  
TML Board of Directors Meeting  
D222/223/224, Level Two

### WEDNESDAY, OCTOBER 4

**7:30-8:30 a.m.**

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

## Personal Community Engagement Events

Event Type	Description	Date	Frequency
Training	American Management Association: Womens Leadership Certificate Program Seminar Preview	10/12/2023	One Time
Meeting	Meet with Mr. Ojeda. Help Ojeda students build robots. Key Note speaker to students at event.	10/14/2023	One Time
Gala	St. Joseph's Catholic Church annual cowboy gala	10/20/2023	Annual
Meeting	Austin Area Urban League scrimmage. Help build robots, learn coding.	10/21/2023	One Time
Virtual Meeting	Manor ISD- Manor Middle School 1882 Charter Information Session	10/24/2023	One Time

## Regional Leadership Opportunities

Committee	Purpose	Meeting Frequency
Travis Central Appraisal District	Waiting on pending vote	TBD

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

# Manor City Council Monthly Report

Name: Maria Amezcua Place/Position Council Member Place 3

Start Date: November 1st, 2023 End Date: November 30th, 2023


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


Regular Scheduled City Council Meeting(s):

- November 1st, 2023
- November 15th, 2023

Special Called Meeting(s):

- November 20th, 2023
- November 29th, 2023



**CITY OF**  
**MANOR**  
 EST.  1872  
**TEXAS**

**City Council**

[To view archived agendas and minutes, please click here.](#)

All Meetings

Board of Adjustments (BOA)

Charter Review Commission

City Council

Community Impact Fee (CIF) Advisory Committee

Comprehensive Plan Advisory Committee (CPAC)

Ethics Commission

Planning & Zoning (P&Z) Commission

Tax Increment Reinvestment Zone (TIRZ) 1 Board

Manor Housing Public Facility Corporation

Meeting	Date	Time	Agenda	HTML Agenda	Packet	HTML Packet	Minutes	Video/Audio
City Council Called Special Session	11/29/2023	6:00 PM	<a href="#">[Agenda]</a>	<a href="#">[HTML]</a>	<a href="#">[Packet]</a>	<a href="#">[HTML]</a>		<a href="#">[Video/Audio]</a>
City Council Called Special Session	11/29/2023	6:00 PM	<a href="#">[Agenda]</a>	<a href="#">[HTML]</a>	<a href="#">[Packet]</a>	<a href="#">[HTML]</a>		<a href="#">[Video/Audio]</a>
City Council Regular Meeting	11/15/2023	7:00 PM	<a href="#">[Agenda]</a>	<a href="#">[HTML]</a>	<a href="#">[Packet]</a>	<a href="#">[HTML]</a>		<a href="#">[Video/Audio]</a>
City Council Regular Meeting	11/1/2023	7:00 PM	<a href="#">[Agenda]</a>	<a href="#">[HTML]</a>	<a href="#">[Packet]</a>	<a href="#">[HTML]</a>		<a href="#">[Video/Audio]</a>

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

## Committee Commitments

<b>Committee Name</b>	<b>Description</b>	<b>Meeting Schedule</b>
Budget Committee *	Financial Update and Review preliminary statement for CO's	Week of Nov 27th
Capital Improvements Committee		

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

## Government & Community Engagement

<b>Individual/Group</b>	<b>Purpose</b>	<b>Date</b>
HOA:Presidential Glen Board Meeting	Meet regarding violations, Holiday lighting contract and updates to annual meeting.	11/2/2023
County: Travis County Commissioners Court	CAPER Public Hearing and regular meeting	Virtual 11/7/2023
Other: Chamber of Commerce	Monthly meeting. Network/Meet local business owners	11/9/2023
Ojeda Middle School	Volunteer for girls robotics/Scrimmage	11/6/2023-11/9 11/11/2023

## Texas Municipal League Participation

<b>Event</b>	<b>Purpose of Event</b>	<b>Date</b>
Economic Development Conference	Legislative updates. Gain knowledge regarding economic development and network with other city representatives.	11/16/2023 and 11/17/2023

**TEXAS MUNICIPAL LEAGUE**  
**Economic Development Conference**  
 November 16-17, 2023  
 Hyatt Regency Lost Pines

(Report of Attendance for Continuing Education)

Sessions	Credit Hours	Attended (Y)
<b>Thursday, November 16 - 16-17</b>		
Opening Keynote: 2024 Texas Economic Forecast and What It Means for Cities	0.5	✓
Economic Development: Legislative Outcomes and Outlooks	0.5	✓
Planning for Your City's Economic Development	0.5	✓
Type A and Type B Economic Development Corporations and City Councils	1.0	✓
Will We Have Enough Water to Support Our Growing State and Cities?	0.5	✓
Strong Towns: A Bottom Up Revolution to Rebuild American Prosperity	1.0	✓
Let's Build Healthy and Resilient Cities	1.0	✓
<b>Friday, November 17</b>		
Expanding Economic Prosperity in Texas Communities	1.0	✓
Bricks and Clicks: Building a Successful Retail Strategy for Your Community	1.0	✓
Texas Economic Development and Tourism	1.0	✓
<b>Total Hours</b>	<b>10.0</b>	<b>10.0</b>

I hereby attest that I have attended the entire session(s) indicated above.

Participant's Signature: Maria Amescua  
 Print Name, Title, City: Maria Amescua, Councilmember, City of Munster  
 E-mail: mariaamescua@munstertx.gov  
(This e-mail address will be added to your membership record.)

**TML Guidelines**

- Requests for credit must be received within 90 days from the date of training to be considered. No exceptions.
- Credits will not be applied to training that is less than 15 minutes.
- It is your responsibility to monitor your online account to make sure that credit has been applied.
- Supporting documents (certificates, agendas, etc.) must be original and unaltered.
- For detailed information see [www.tml.org](#) and click on the education tab.

**ELECTED OFFICIALS APPLYING FOR TML CREDIT:**  
(Scan and email to: [info@tml.org](#) within 90 days from the date of training.)

Not an elected official? Use this form as proof of attendance for other accrediting agencies

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

## Personal Community Engagement Events

Event Type	Purpose	Date
Training ▾	American Management Association: Developing Women Leaders in Today's Evolving Workplace	11/2/2023
Event ▾	Manor United Methodist Church Turkey Dinner	11/4/2023
Training ▾	Interactive Product Showcase: Women's Leadership Certificate Program	11/9/2023
Event ▾	Lions Club Thanksgiving Lunch. Community building.	11/15/2023
Event ▾	Marks of Excellence Distinguished Service Award Luncheon presented by the Black Public Administrators (NFBPA) Central Texas Chapter presented to Mayor Harvey	11/17/2023
Meeting ▾	LULAC and SouthWest Key- Regular meeting to discuss upcoming events and to plan LULAC district 12 Convention	11/20/2023

## My Account

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Web Events

OnDemand Courses

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## Your Registered Web Events

LINKS SHOULD NOT BE SHARED WITH OTHERS—THEY ARE UNIQUE TO YOU

### On Demand

Interactive Product Showcase: Women's Leadership Certificate Program

Recording Date: Nov 09, 2023 EST

Meeting Number: 1769700003

On Demand: Available until 11/1/2024 2:24:23 PM

View Now

### On Demand

Developing Women Leaders in Today's Evolving Workplace

Recording Date: Nov 02, 2023 EST

Meeting Number: 1775200002

On Demand: Available until 10/17/2024 6:39:10 PM

View Now

EL CONCILIO MEXICAN-AMERICAN LAND OWNERS  
DE EAST AUSTIN  
CELEBRATING 50 YEARS OF BARRIO  
EMPOWERMENT  
EDUCATION - SELF GOVERNANCE - ECONOMICS

CAP PROGRAM VALENTINE'S FUNDRAISING GALA  
- TUESDAY FEBRUARY 13, 2024

LULAC DISTRICT 12 EXECUTIVE BOARD MEETING  
DATE IN JANUARY 2024

LULAC DISTRICT 12 CONVENTION APRIL 6 OR 13,  
2024 - SWK

UNIVERSITY OF TEXAS ELEMENTARY 20TH  
ANNIVERSARY - APRIL 2024

JUNE 6-9 UNIVERSITY OF TEXAS IN COLLEGE  
EXPERINCE 50 STUDENTS

## Regional Leadership Opportunities

Committee	Purpose	Meeting Frequency
Travis Central Apraisal District	Waitting on pending vote	TBD



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

# Manor City Council

## Monthly Report

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

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

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

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Meeting	10/2/2023	
Council Meeting	10/18/2023	

## Other Meetings

Type of Meeting	Date	Description
PFC	10/2/2023	
Workshop	10/18/2023	

## Other

Type	Date	Description

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Tree Advisory	Y	None		
Parks	Y	None		

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Public Safety	Y	None		

### Other

Type	Date	Description

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

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description
TML Annual Conference	10/4 to 10/6	Annual Conference

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:	10/11/2023	Manor Heritage Society

### Other

Type	Date	Description
Chamber of Commerce	10/9/2023 10/12/023	Board Meeting Lunch
AAYAF Gala	10/28/2023	

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

**TUESDAY, OCTOBER 3****8:00 a.m.-5:00 p.m.**

Exhibitor Registration

Exhibit Halls D-E Lobby, Level Two

**1:00-5:00 p.m.**

Attendee Registration

Exhibit Hall F Lobby, Level Two

**2:00 p.m.**

TML Board of Directors Meeting

D222/223/224, Level Two

**WEDNESDAY, OCTOBER 4****7:30-8:30 a.m.**

Coffee Cart – Sponsored by Focused Advocacy

Exhibit Hall F Lobby, Level Two

**7:30 a.m.-5:00 p.m.**

Attendee Registration

Exhibit Hall F Lobby, Level Two

**8:00 a.m.-5:00 p.m.**

Exhibitor Registration

Exhibit Halls D-E Lobby, Level Two

**10:00-10:30 a.m.**

Refreshment Break – Sponsored by Bureau Veritas North America, Inc.

Exhibit Hall F Lobby, Level Two

**10:30 a.m.–Noon**

**Opening General Session and Presentation of Awards**

Exhibit Hall F, Level Two

**The Hero Effect®: Be Your Best When It Matters the Most**

**Kevin Brown**, Motivational Speaker and Author

In his fresh and entertaining style, Opening Keynote Kevin Brown will share ideas, strategies, and principles that will inspire and equip you to show up every day and make a positive difference. At the heart of Kevin's message is a simple, yet powerful philosophy for life that drives every thought, every action, and ultimately every result we achieve both personally and professionally. You'll be motivated to own the moments that matter, reach beyond what is required, and do something remarkable.

**Kevin Brown's** unconventional path to business and personal success has taught him that winning in business and in life requires anything but conventional thinking. With a streetwise aptitude and a never quit attitude, he worked his way from the front lines in business to the executive boardroom. For two decades, Kevin was a sales and marketing executive who helped grow a little-known family business into an industry giant with annual revenues reaching two billion dollars. After a career in franchising, Kevin decided to retire from corporate America and pursue his passion for bringing The HERO Effect® message to as many people and organizations as possible. Kevin is on a mission to help people and organizations embrace a simple philosophy that separates world-class organizations and high-performance people from everybody else. He is passionate about helping you expand your vision, develop your potential, and grow your results.

**Noon–5:00 p.m.**

**Exhibit Hall Grand Opening**

Exhibit Halls D-E, Level Two

**1:15–1:45 p.m.**

**Greenhouse Session - Fiber for the Future: Empowering Communities Through High-Speed Connectivity**

*Presented by NextEra Infrastructure Solutions*

Broadband is now as essential as electricity and water but the current model for delivering broadband is where electricity was over a hundred years ago. Those living in high-density urban areas or in high-income areas have many choices, while those living in lower-income or low-density rural areas are being underserved or not served at all. The NextEra Infrastructure Solutions fiber model serves the entire community. In this session, learn how our "dig once" strategy provides the entire community with enough infrastructure capacity to serve ISPs, wireless carriers, as well as governmental and utility customers with lower costs and minimal disruption.

Inside Exhibit Halls D-E, Level Two

# Manor City Council

## Monthly Report

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

Start Date: November 1, 2023 End Date: November 30, 2023

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
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IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement



# TIER 1

Tier	Meeting Criteria and Compensation Guidelines
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## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Meetings	11/1/2023 11/15/2023	Regular
Special Meetings	11/20/2023 11/29/2023	Special

## Other Meetings

Type of Meeting	Date	Description
PFC	10/2/2023	
Workshop	10/18/2023	

## Other

Type	Date	Description

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Tree Advisory	Y	11/1/2023		Arbor Day Event Discussed
Parks	Y	11/1/2023		Grants and Land Purchase Discussed

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Public Safety	Y	11/30/2023		Weather sirens Rocks Community Vehicle

### Other

Type	Date	Description

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

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description
TML	11/16 to 11/17	Economic Development Conference

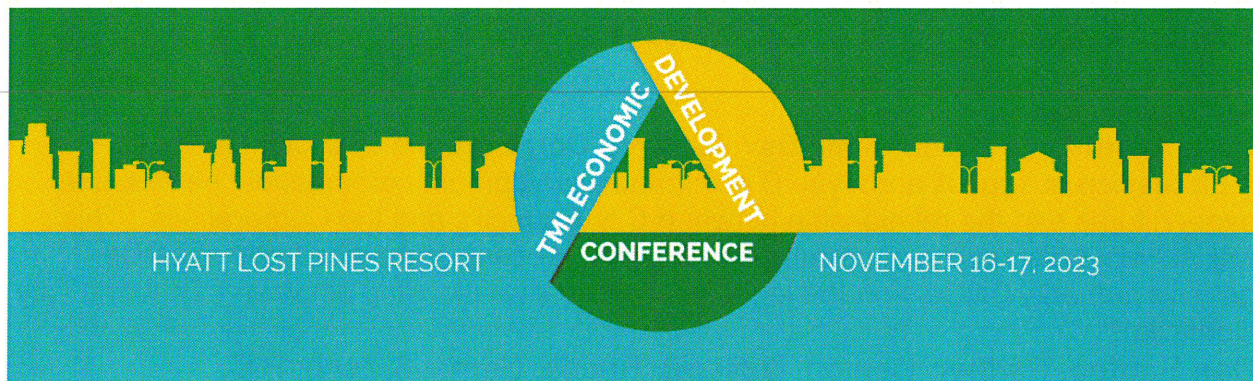
### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:	11/1/2023	Trauma Recovery Center Grand Opening

### Other

Type	Date	Description
Manor Heritage Society	11/8/2023 11/22/2023	Via Phone
Arbor Day Event	11/18/2023	

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



## AGENDA

### Thursday, November 16

8:00-8:40 a.m.

#### **Registration and Light Breakfast**

8:40-8:45 a.m.

#### **Welcome**

**Bill Longley**, General Counsel, Texas Municipal League

8:45-9:30 a.m.

#### **2024 Texas Economic Forecast and What It Means for Cities**

The Federal Reserve Bank of Dallas will share the Dallas Fed's forecast for economic and employment growth and discuss the factors likely to influence Texas in 2024.

**Luis Torres Ph.D.**, Senior Business Economist, Federal Reserve Bank of Dallas, San Antonio Branch

9:35-10:15 a.m.

#### **Planning for Your City's Economic Development**

In this session, TML legal counsel will provide an overview of the basic legal requirements relating to the economic development tools that are available to Texas cities, and how those tools may be used to strengthen local economies.

**Amber McKeon-Mueller**, Assistant Director of Legal Services, Texas Municipal League

10:15-10:25 a.m.

#### **Stretch Break**

10:25-11:10 a.m.

#### **Enforcement of Economic Development Agreements**

In this session, our legal expert will review several economic development contracts, both successful and unsuccessful, as case studies. You will examine the enforcement provisions of those contracts to determine which type of enforcement mechanism

# Manor City Council

## Monthly Report

Name: Aaron Moreno Place/Position Council member Place 5

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

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

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## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council and PFC meeting	10/01/23	Attended the Council special session and PFC meeting
Council Meeting	10/18/23	Attended regular council meeting.

## Other Meetings

Type of Meeting	Date	Description

## Other

Type	Date	Description

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee Meeting	No	10/30/23		Met with the BMHC at 7PM

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

### Other

Type	Date	Description

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

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



## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description

### Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA: Colonial Place	10/19/23	I met with the Colonial Place HOA in Austin regarding street repairs and other concerns. (See attached screenshots)
ESD:		
EMS:		
Other:		

### Other

Type	Date	Description
Chamber Meeting	10/12/23	Attended Chamber of commerce meeting
Inside the City	10/24/23	Attended Inside the City at Austin city hall with Scott Moore and Scott Jones. Talked to students attending LBJ and Austin city officials.
African Youth Harvest Gala	10/28/23	Attended the African Youth Harvest Gala with council members and Scott Moore.

# Manor City Council

## Monthly Report

Name: Aaron Moreno Place/Position Council member Place 5

Start Date: November 1, 2023 End Date: November 30, 2023

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

Tier	Meeting Criteria and Compensation Guidelines
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## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Meeting	11/01/23	Attended regular council meeting.
Council Meeting	11/15/23	Attended regular council meeting.
Council Special Session	11/29/23	Attended Council special session meeting.

## Other Meetings

Type of Meeting	Date	Description

## Other

Type	Date	Description

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Park & Tree meeting	No	11/01/23		

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Health Committee Meeting	No	11/27/23		Meeting with BMHC

### Other

Type	Date	Description

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

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

## TIER 3

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

### State/County Meetings

Type of Meeting	Date	Description

### Community Meetings (minimum of 2)

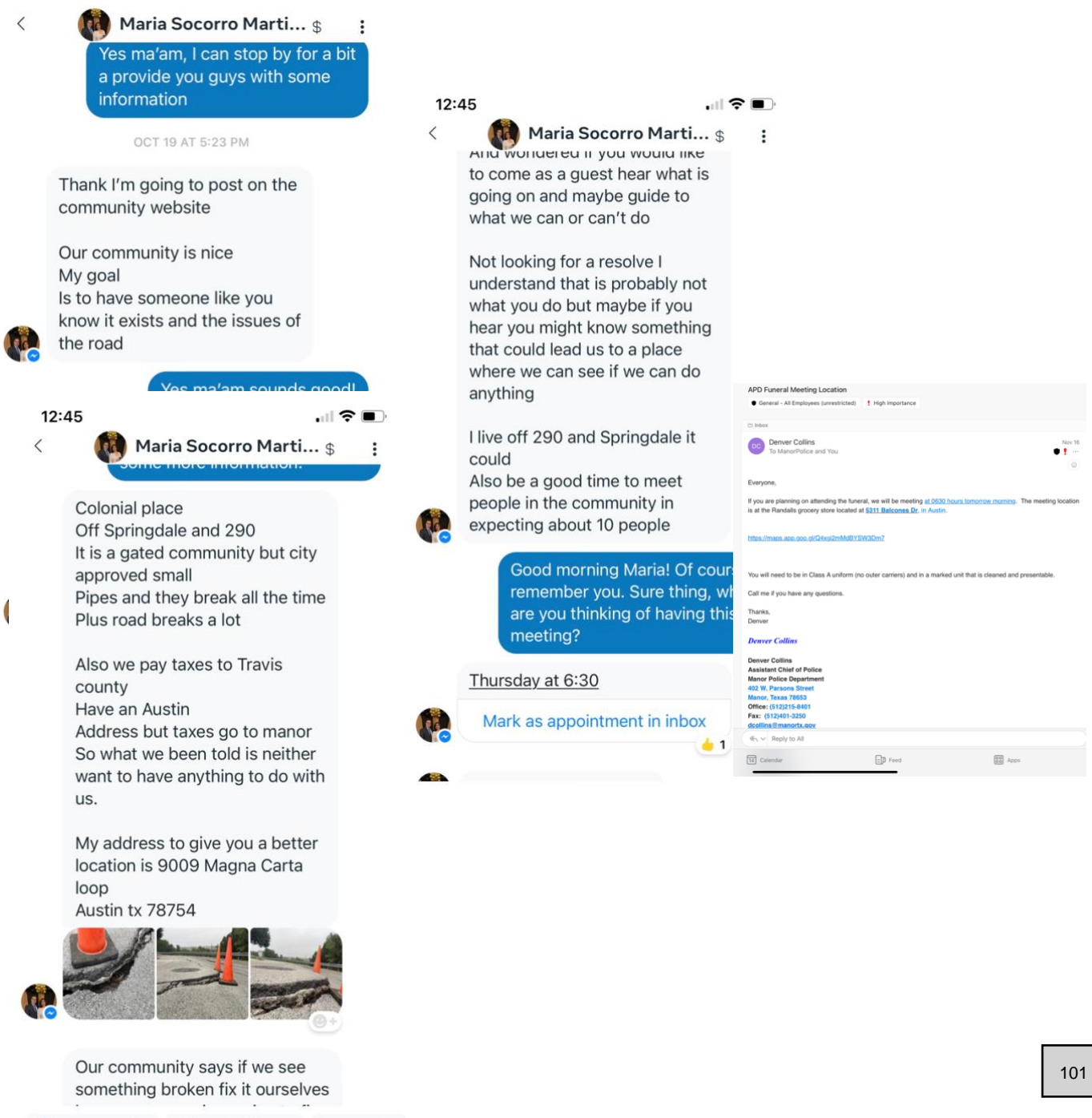
Individual/ Group	Date	Description
ESD:		
EMS:		
Other:		

### Other

Type	Date	Description
Veterans Day	11/11/23	Attended the Veterans Day ceremony at Jennie Lane Park.

APD Funeral	11/17/23	Attended the APD funeral with chief Phipps and officers. (See attached)
Arbor Day	11/18/23	Attended Arbor Day event.
Thanksgiving Operation Turkey	11/23/23	Helped deliver meals for operation turkey at Lagos elementary.

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



# Manor City Council

## Monthly Report

Name: Deja Hill Place/Position Council Member, Place 6

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

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



# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Special Meeting	10/2/2023	Minutes Attached
Council Regular Meeting	10/18/2023	Minutes Attached
Council Workshop	10/18/2023	Minutes Attached

## Other Meetings

Type of Meeting	Date	Description
Manor Housing Public Facility Corporation	10/2/2023	Minutes Attached

## Other

Type	Date	Description

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



**CITY COUNCIL  
CALLED SPECIAL SESSION MINUTES  
OCTOBER 2, 2023**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor (left at 9:00 p.m.)

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Scott Dunlop, Development Services Director  
Lydia Collins, Finance Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Tracey Vasquez, HR Director  
Veronica Rivera, Assistant City Attorney  
Phil Green, IT Director  
Gregory Miller, Bond Counsel  
Chasem Creed, IT Technician

**SPECIAL SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 7:08 p.m. on Monday, October 2, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## INVOCATION

Father Daniel Robayo with Mary Magdalene Episcopal Church gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PROCLAMATION

### A. Declaring the month of October 2023 as *"Breast Cancer Awareness Month"*

Mayor Harvey read and presented the proclamation to the Health Committee.

### B. Declaring the month of October 2023 as *"Domestic Violence Awareness Month"*

Mayor Harvey read and presented the proclamation to the Victim Services Department and the Public Safety Committee.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the comprehensive plan, bond issuance, and the public comments procedures. He spoke in opposition to Agenda Item Nos. 2,3,6,7,8,9 and 10. He stated that he would be submitting an initiative petition for a special election.

No one else appeared at this time.

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 7:25 p.m. on Monday, October 2, 2023, in accordance with the requirements of the Open Meetings Law.

## EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Spring project* at 7:25 p.m. on Monday, October 2, 2023.

Mayor Harvey left the meeting at 9:00 p.m. after the Executive Session due to personal matters.

The Executive Session was adjourned at 9:01 p.m. on Monday, October 2, 2023.

## OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:01 p.m. on Monday, October 2, 2023.

## REGULAR AGENDA

### 1. Consideration, discussion, and possible action on a resolution authorizing publication of notice of intention to issue combination tax and revenue certificates of obligation.

The city staff recommended that the City Council approve Resolution No. 2023-32 Authorizing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation.

Resolution No. 2023-32: Resolution Authorizing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation.

Gregory Miller, Bond Counsel with Bickerstaff Health Delgado Acosta LLP discussed the proposed Resolution.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to approve Resolution No. 2023-32 Authorizing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation.

A discussion was held regarding the clarification of acquiring real property for public safety facilities.

There was no further discussion.

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

### 2. Consideration, discussion, and possible action on an amendment to the Real Estate Purchase Contract.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve the amendment to the real estate contract as discussed in Executive Session in a final form acceptable to the City Manager and City Attorney.

There was no further discussion.

**Motion to approve carried 6-0**



## REGULAR AGENDA

### **3. Consideration, discussion, and possible action regarding the selection of a contractor and an alternate pursuant to the August 25, 2023, Request for Proposal for the Scope of Services solicited under the Terms and Conditions for the Downtown Strategic Plan Consulting Services for the City of Manor.**

The city staff recommended that the City Council authorize the City Manager to approve a contractor and an alternate to provide consulting services regarding the Downtown Strategic Plan and to authorize the City Manager to negotiate and execute a contract with said contractor or alternate in an amount not to exceed \$180,000.00, after legal review.

Economic Development Director Jones discussed the proposed proposals for the scope of Services for the Downtown Strategic Plan Consulting Services.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to authorize the City Manager to approve a contractor and an alternate to provide consulting services regarding the Downtown Strategic Plan and to authorize the City Manager to negotiate and execute a contract with said contractor or alternate in an amount not to exceed \$180,000.00, after legal review.

A discussion was held regarding the clarification of naming the contractors.

**MOTION:** Upon an amended motion made by Council Member Wallace and seconded by Council Member Moreno, to include and approve the primary contract with Catalyst Consulting Firm and the alternate contract with Design Workshop.

A discussion was held regarding the staff's recommendation.

A discussion was held regarding clarification of the scope of work for the primary agreement vs the alternate agreement.

There was no further discussion.

**Motion to approve carried 6-0**

### **4. Consideration, discussion, and possible action on a Texas Motor Vehicle Records Data Contract.**

The city staff recommended that the City Council approve a Texas Motor Vehicle Records Data Contract.

Development Services Director Dunlop discussed the proposed renewal contract.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve a Texas Motor Vehicle Records Data Contract.

There was no further discussion.

**Motion to approve carried 5-1 (Council Member Moreno voted against)**

5. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance amending to Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Provisions for the Residential Land Use Table Relating to Single Family Attached (2 units) and Single Family Attached (3 or more units); Industrialized Housing Standards; and Office, Commercial, Institutional Architectural Standards.

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 719 Amending Chapter 14, Zoning, of the Code of Ordinances of the City of Manor, Texas, by Providing for Amendments to the Residential Land Use Table; Moving Regulations for Industrialized Housing From Chapter 14, Zoning to a Stand-Alone Section of the Code of Ordinances; Modifying Office, Commercial, and Institutional Architectural Standards; Providing an Effective Date, Savings, Severability, and Open Meetings Clauses; and Providing for Related Matters.

Ordinance No. 719: 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 Amendments to the Residential Land Use Table; Moving Regulations for Industrialized Housing From Chapter 14, Zoning to a Stand-Alone Section of the Code of Ordinances; Modifying Office, Commercial, and Institutional Architectural Standards; Providing an Effective Date, Savings, Severability, and Open Meetings Clauses; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve the second and final reading of Ordinance No. 719 Amending Chapter 14, Zoning, of the Code of Ordinances of the City of Manor, Texas, by Providing for Amendments to the Residential Land Use Table; Moving Regulations for Industrialized Housing From Chapter 14, Zoning to a Stand-Alone Section of the Code of Ordinances; Modifying Office, Commercial, and Institutional Architectural Standards; Providing an Effective Date, Savings, Severability, and Open Meetings Clauses; and Providing for Related Matters.

There was no further discussion.

**Motion to approve carried 6-0**

6. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance for the Okra Tract Development Final Planned Unit Development Site Plan, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX. *Applicant: Sotol Ventures; Owner: Dalton Wallace*



The city staff recommended that the City Council approve the second and final reading of Ordinance No. 720 for the Okra Tract Development Final Planned Unit Development Site Plan, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.

Rachael Shanks with Sotol Ventures submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Ordinance 720: An Ordinance of The City of Manor, Texas, Amending Chapter 14, Zoning of The City of Manor, Texas Code of Ordinances Rezoning a Parcel of Land From Medium Commercial (C-2) To Planned Unit Development (PUD); Making Findings Of Fact; And Providing For Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezuca to approve the second and final reading of Ordinance No. 720 for the Okra Tract Development Final Planned Unit Development Site Plan, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.

There was no further discussion.

**Motion to approve carried 6-0**

**7. Consideration, discussion, and possible action on a Development Agreement establishing development standards for the Okra Development.**

The city staff recommended that the City Council approve a Development Agreement establishing development standards for the Okra Development.

Development Services Director Dunlop discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve a Development Agreement establishing development standards for the Okra Development.

A discussion was held regarding clarification of TxDOT approval.

There was no further discussion.

**Motion to approve carried 6-0**

**8. Second and Final Reading: Consideration, discussion, and possible action on an ordinance for the Manor Heights (Carillon) Subdivision Planned Unit Development (PUD) Amendment located at 13201 Old Kimbro Road, Manor, TX. Applicant: Kimley Horn and Associates, Inc; Owner: RHOF, LLC.**

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 721 Amending Ordinance 534 to Modify the Planned Unit Development Land Use Plan for the Manor Heights Development; Rezoning From Planned Unit Development (PUD) to Planned Unit Development (PUD).

Development Services Director Dunlop discussed the proposed ordinance.

Sarah Starkey with Kimley-Horn submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Ordinance 721: An Ordinance of The City of Manor, Texas, Amending Ordinance 534 To Modify The Planned Unit Development Land Use Plan For The Manor Heights Development; Rezoning From Planned Unit Development (PUD) To Planned Unit Development (PUD); Making Findings Of Fact; And Providing For Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve the second and final reading of Ordinance No. 721 Amending Ordinance 534 to Modify the Planned Unit Development Land Use Plan for the Manor Heights Development; Rezoning From Planned Unit Development (PUD) to Planned Unit Development (PUD).

There was no further discussion.

**Motion to approve carried 6-0**

**9. Consideration, discussion, and possible action on the Fourth Amendment to the Manor Heights Development Agreement**

The city staff recommended that the City Council approve the Fourth Amendment to the Manor Heights Development Agreement.

Development Services Director Dunlop discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve the Fourth Amendment to the Manor Heights Development Agreement.

There was no further discussion.

**Motion to approve carried 6-0**



**10. Second and final Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB). Applicant: Jiwon Jung; Owner: Build Block**

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 722 rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).

Development Services Director Dunlop discussed the proposed ordinance.

Sarah Starkey with Kimley-Horn submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Ordinance 722: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Downtown Business (DB); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve the second and final reading of Ordinance No. 722 rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).

There was no further discussion.

**Motion to approve carried 6-0**

**11. Consideration, discussion, and possible action on accepting the FY 2023-2024 proposal between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP).**

The city staff recommended that the City Council approve the proposal between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP) and authorize the City Manager to execute the final contract after legal review.

Human Resources Director Vasquez discussed the proposed agreement with EAP.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve the proposal between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP) and authorize the City Manager to execute the final contract after legal review.

There was no further discussion.

**Motion to approve carried 6-0**

**12. Consideration, discussion, and possible action on an agreement between the City of Manor and NEOGOV, a Human Resource Informational System (HRIS) for the Human Resources Department.**

The city staff recommended that the City Council approve a two-year agreement between the City of Manor and NEOGOV, a Human Resources Informational System (HRIS) for the Human Resources Department and authorize the City Manager to execute the final contract after legal review.

Human Resources Director Vasquez discussed the proposed agreement with NEOGOV.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve a two-year agreement between the City of Manor and NEOGOV, a Human Resources Informational System (HRIS) for the Human Resources Department and authorize the City Manager to execute the final contract after legal review.

There was no further discussion.

**Motion to approve carried 6-0**

**13. Consideration, discussion, and possible action on a Software and Services Purchase Agreement between the City of Manor and Cities Digital Inc. (CDI).**

The city staff recommended that the City Council approve a Software and Services Purchase Agreement between the City of Manor and Cities Digital Inc. (CDI) in the amount not to exceed \$85,000.

City Secretary Almaraz discussed the proposed agreement with CDI.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve a Software and Services Purchase Agreement between the City of Manor and Cities Digital Inc. (CDI) in the amount not to exceed \$85,000.

A discussion was held regarding CDI security processes.

There was no further discussion.

**Motion to approve carried 6-0**

**14. Consideration, discussion, and possible action on a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District.**

The city staff recommended that the City Council postpone item to the October 18<sup>th</sup> Regular City Council meeting to give Council additional time to consider a candidate for the Board of Directors of the Travis Central Appraisal District.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to postpone item to the October 18, 2023, Regular Council Meeting.

There was no further discussion.


**Motion to approve carried 6-0**

**ADJOURNMENT**

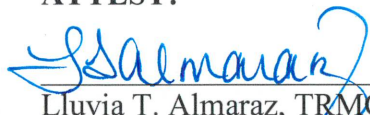
The Special Session of the Manor City Council was Adjourned at 9:49 p.m. on Wednesday, October 17, 2023.

These minutes were approved by the Manor City Council on the 18<sup>th</sup> day of October 2023.

**APPROVED:**

  
Emily Hill,  
Mayor Pro Tem

**ATTEST:**

  
Lluvia T. Almaraz, TRMC  
City Secretary







**CITY COUNCIL  
REGULAR SESSION MINUTES  
OCTOBER 18, 2023**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor (Absent)

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Denver Collins, Assistant Chief of Police  
James Allen, Lieutenant  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Tracey Vasquez, HR Director  
Sarah Friberg, Court Administrator  
Veronica Rivera, Assistant City Attorney  
Phil Green, IT Director  
Chasem Creed, IT Technician

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Pro Tem Emily Hill at 7:02 p.m. on Wednesday, October 18, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

## INVOCATION

Rev. David Tucker with Spirit of Hope Church gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Pro Tem Emily Hill led the Pledge of Allegiance.

## PUBLIC COMMENTS

Kirk Lohmann, 12801 Lexington St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the proposed Shadowglen Public Unit (PUD) Development.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the proposed Bond Propositions and Town Home Development. He also requested a procedure to request community program funds for the community.

No one else appeared at this time.

## PUBLIC HEARING

1. **Conduct a public hearing on an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX. Applicant: Marcus Equity; Owner: Cottonwood Holdings Limited, LLC**

The city staff recommended that the City Council postpone the Public Hearing to December 6, 2023, Regular Council meeting due to additional documents that would need further review.

Mayor Pro Tem Emily Hill opened the Public Hearing.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to open the public hearing and postpone the public hearing until December 6, 2023, Regular Council Meeting.

There was no further discussion.

**Motion to postpone carried 6-0**

2. **Conduct a public hearing on an ordinance rezoning one (1) lot on 6.17 acres, more or less, and being located at 12920 Old Hwy 20, Manor, TX from Agricultural (A) to Townhome (TH). Applicant: DB Land Consulting LLC; Owner: SAMPSG PROPERTIES LLC**

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

Julie Leonard, 12821 Ring Drive, Manor, Texas, submitted a speaker card in opposition to this item. Ms. Leonard spoke regarding the proposed rezoning request and expressed her concerns.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the proposed rezoning request.

Mark Thoman, 12741 Bella Parkway, Manor, Texas, submitted a speaker card in opposition to this item. Mr. Thoman spoke regarding the proposed rezoning request and expressed his concerns.

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

There was no further discussion.

**Motion to close carried 6-0**

#### **CONSENT AGENDA**

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

- September 20, 2023, City Council Regular Meeting; and
- October 2, 2023, City Council Called Special Session

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

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

**5. Consideration, discussion, and possible action on a Wastewater Utility Easement for Lot 4, Block 55 Town of Manor, locally known as 401 Llano Street, Manor, TX.**



**6. Consideration, discussion, and possible action on a Wastewater Utility Easement for Monarch Ranch at Manor LLC.**

A discussion was held regarding Manor Police Department's response time on calls.

Chief Phipps stated that Manor Night at the Park would be held on Friday, October 27, 2023, at Timmermann Park.

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

There was no further discussion.

**Motion to approve carried 6-0**

**REGULAR AGENDA**

**7. First Reading: Consideration, discussion, and possible action on the first reading of an Ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX. Applicant: Marcus Equity; Owner: Cottonwood Holdings Limited, LLC**

The city staff recommended that the City Council postpone item to December 6, 2023, Regular Council Meeting.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to postpone item to December 6, 2023, Regular Council Meeting.

There was no further discussion.

**Motion to postpone carried 6-0**

**8. Consideration, discussion, and possible action on a Resolution to authorize the Manor Police Department to apply for grant funds for the purpose of purchasing two police patrol canines.**

The city staff recommended that the City Council approve Resolution No. 2023-34 and authorize the City Manager to execute all documentation.

Lt. Allen discussed the proposed grant opportunity.

Resolution No 2023-34: A Resolution of The City Council of The City of Manor, Texas Authorizing the Filing of a Grant Application To K9s 4 Cops; Authorizing the City Manager to Execute all Necessary Documentation; and Establishing an Effective Date.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Resolution No. 2023-34 and authorize the City Manager to execute all documentation.

A discussion was held regarding the coverage of the grant.

There was no further discussion.

**Motion to approve carried 6-0**

Council Member Deja Hill advised she would be abstaining from discussion and consideration of the following item, as her home was within the radius of the development and received a mailing notice. The appropriate Conflict of Interest Affidavit was filled out and filed with the City Secretary.

Council Member Deja Hill removed herself from the dais.

**9. First Reading: Consideration, discussion, and possible action on the first reading of an Ordinance rezoning one (1) lot on 6.17 acres, more or less, and being located at 12920 Old Hwy 20, Manor, TX from Agricultural (A) to Townhome (TH). Applicant: DB Land Consulting LLC; Owner: SAMPSG PROPERTIES LLC**

The city staff recommended that the City Council approve the first reading of an Ordinance rezoning one (1) lot on 6.17 acres, more or less, and being located at 12920 Old Hwy 20, Manor, TX from Agricultural (A) to Townhome (TH).

Development Services Director Dunlop discussed the proposed rezoning request.

A discussion was regarding annexation.

A discussion was held regarding the unofficial petition that had been circulated to the residents.

A discussion was held regarding future development that could be proposed.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to deny the first reading of an Ordinance rezoning one (1) lot on 6.17 acres, more or less, and being located at 12920 Old Hwy 20, Manor, TX from Agricultural (A) to Townhome (TH).

A discussion was held regarding other zoning regulations that could be proposed.

There was no further discussion.

**Motion to approve denial carried 5-0**



Council Member Deja Hill returned to the Dais.

**10. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4).**

The city staff recommended that the City Council approve Resolution No. 2023-35 of the City of Manor, Texas approving and authorizing the Manor Heights Public Improvement District Improvement (PID) Area #4 Reimbursement Agreement.

Assistant City Attorney Rivera discussed the proposed Manor Heights PID Reimbursement Agreement.

Resolution No. 2023-35: A Resolution of The City of Manor, Texas Approving and Authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4).

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve Resolution No. 2023-35 of the City of Manor, Texas approving and authorizing the Manor Heights Public Improvement District Improvement (PID) Area #4 Reimbursement Agreement.

There was no further discussion.

**Motion to approve carried 6-0**

**11. Consideration, discussion, and possible action on an Ordinance amending Chapter 1, General Provisions, of the Manor Code of Ordinances to modify Planning and Zoning Commission membership and terms of its members.**

The city staff recommended that the City Council approve Ordinance No. 723 amending Chapter 1, General Provisions, of the Manor Code of Ordinances to modify Planning and Zoning Commission membership and terms of its members.

Development Services Director Dunlop discussed the proposed amendment ordinance.

Ordinance No. 723: An Ordinance of The City of Manor, Texas, Amending Chapter 1, General Provisions, of The Code of Ordinances of The City of Manor, Texas, to Modify the Planning and Zoning Commission Membership; Terms of Its Members; Providing an Effective Date, Savings, Severability, and Open Meetings Clauses; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Ordinance No. 723 amending Chapter 1, General Provisions, of the Manor Code of Ordinances to modify Planning and Zoning Commission membership and terms of its members.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Pro Tem Emily Hill adjourned the regular session of the Manor City Council into Executive Session at 7:45 p.m. on Wednesday, October 18, 2023, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Sections 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding structuring Council compensation; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Spring project; and Section 551.074, Texas Government Code, to evaluate the performance and duties of the City Manager at 7:45 p.m. on Wednesday, October 18, 2023.*

The Executive Session was adjourned at 8:47 p.m. on Wednesday, October 18, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:19 p.m. on Wednesday, September 20, 2023.

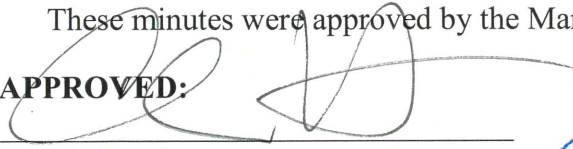
There was no further discussion, and no action was taken.

**ADJOURNMENT**

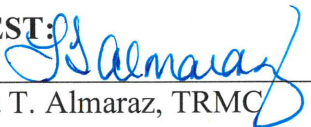
The Regular Session of the Manor City Council was Adjourned at 8:47 p.m. on Wednesday, October 18, 2023.

These minutes were approved by the Manor City Council on the 1<sup>st</sup> day of November 2023.

**APPROVED:**

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

**ATTEST:**

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





**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
OCTOBER 18, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor (Absent)

**COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2 (Arrived at 5:45 p.m.)  
Maria Amezcua, Place 3  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5 (Arrived at 5:45 p.m.)  
Deja Hill, Place 6

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Phil Green, IT Director

**WORKSHOP SESSION – 5:30 P.M.**

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Pro Tem Emily Hill at 5:38 p.m. on Wednesday, October 18, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**A. City of Manor First Round of Concepts Feedback Session**

AJ West, Chief operating Officer with Chickenango Marketing Solutions was present.

The following topics were discussed.

- City of Manor Team Feedback Discussion
- Common Vision for Second Round Discussion
- Wrap-Up and Next Steps

There was no action taken.

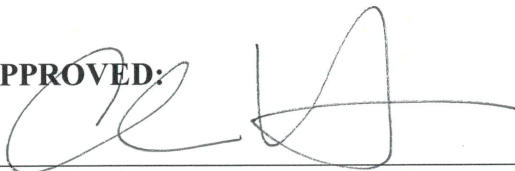


## ADJOURNMENT

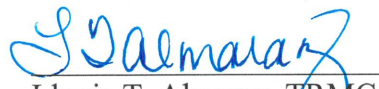
The Workshop Session of the Manor City Council Adjourned at 6:08 p.m. on Wednesday, October 18, 2023.

These minutes were approved by the Manor City Council on the 1<sup>st</sup> day of November 2023.

APPROVED:

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

ATTEST:

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





**MANOR HOUSING PUBLIC FACILITY CORPORATION  
REGULAR SESSION MINUTES  
OCTOBER 2, 2023**

**PRESENT:**

Dr. Christopher Harvey, President (Arrived at 6:27 p.m.)

**COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Vice-President  
Anne Weir, Board Member  
Maria Amezcua, Board Member  
Sonia Wallace, Board Member  
Aaron Moreno, Board Member  
Deja Hill, Board Member

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Scott Jones, Economic Development Director  
Christina Lane, Finance Consultant  
Gregory Miller, Bond Counsel

**REGULAR SESSION – 6:00 P.M.**

With a quorum of the Board Members present, the regular session of the Manor Housing Public Facility Corporation was called to order by Board Vice President Emily Hill at 6:05 p.m. on Monday, October 2, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PUBLIC COMMENTS**

No one appeared at this time.

## REGULAR AGENDA

### **1. Consideration, discussion, and possible action to approve the Manor Housing Public Facility Corporation Minutes of the September 20, 2023, meeting.**

**MOTION:** Upon a motion made by Board Member Wallace and seconded by Board Member Amezcua to approve the Manor Housing Public Facility Corporation Minutes of the September 20, 2023, meeting.

There was no further discussion.

#### **Motion to approve carried 6-0**

### **2. Consideration, discussion, and possible action to reaffirm the Board's authorization of the negotiation and execution of agreements and other instruments in furtherance of the MHPFC/W2 multifamily development that was previously approved by the Board at a meeting held on May 31, 2023.**

Gregory Miller, Bond Counsel gave an update on the MHPFC/W2 multifamily development and proposed agreements.

A discussion was held regarding sales tax.

**MOTION:** Upon a motion made by Board Member Moreno and seconded by Board Member Wallace to authorize and direct the General Manager to negotiate and execute all required agreements and other instruments in furtherance of the MHPFC/W2 multifamily development that was previously approved by the Board at a meeting held on May 31, 2023.

There was no further discussion.

#### **Motion to approve carried 6-0**

### **3. Consideration, discussion, and possible action to reaffirm the Board's authorization of its authorization and direction of the General Manager to incorporate one or more special purpose entities in furtherance of the MHPFC/W2 multifamily development that was previously approved by the Board at a meeting held on May 31, 2023.**

Gregory Miller, Bond Counsel gave an update on the authorization of the negotiation and execution of agreements and other instruments in furtherance of the MHPFC/W2 multifamily development that was previously approved by the Board at a meeting held on May 31, 2023.

**MOTION:** Upon a motion made by Board Member Wallace and seconded by Board Member Amezcua to authorize and direct the General Manager to incorporate one or more special purpose entities on behalf of the Manor Housing Public Facility Corporation in furtherance of the MHPC/W2 multifamily development that was previously approved by the Board at a meeting held on May 31, 2023.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey arrived at 6:27 p.m.

**4. Consideration, discussion, and possible action to select Hilltop Securities as Financial Advisor for one or more Manor Housing Public Facility Corporation affordable housing projects.**

Gregory Miller, Bond Counsel discussed the proposed selection of Hilltop Securities as Financial Advisor for one or more Manor Housing Public Facility Corporation affordable housing projects.

Claire Merritt, Vice President with Hilltop Securities introduced herself and gave a brief summary of services that Hilltop Securities provides to their clients.

**MOTION:** Upon a motion made by Board Member Moreno and seconded by Board Member Wallace to approve the selection of Hilltop Securities as Financial Advisor for one or more Manor Housing Public Facility Corporation affordable housing projects; and authorize the General Manager to execute the agreement.

A discussion was held regarding the clarification of the service agreement and Financial Services qualifications.

There was no further discussion.

**Motion to approve carried 7-0**

**5. Consideration, discussion, and possible action to approve an inducement resolution that authorizes an application to the Texas Bond Review Board for an allocation of up to \$70,000,000 in private activity volume cap multi-family non-recourse bonds to Manor Leased Housing Associates I, LP, or one of Dominium Acquisition, LLC's related entities, for a proposed affordable multi-family development to be known as Tower Road Apartments, located at or near 12200 Tower Road, Manor, Texas 787653.**

Gregory Miller, Bond Counsel discussed the proposed resolution.

A discussion was held regarding the next steps for development.

Resolution No. 2023-MHPFC02: A Resolution Of The Manor Housing Public Facility Corporation Authorizing An Application To The Texas Bond Review Board For An Allocation Of Up To \$70,000,000 In Private Activity Volume Cap Multi-Family Non-Recourse Bonds To Manor Leased Housing Associates I, LP, Or One Of Dominion Acquisition, LLC's Related Entities, For A Proposed Affordable Multi-Family Development To Be Known As Tower Road Apartments, Located At Or Near 12200 Tower Road, Manor, Texas 787653.

**MOTION:** Upon a motion made by Board Member Wallace and seconded by Board Member Amezcua to approve Resolution No. 2023-MHPFC02 as presented.

There was no further discussion.

**Motion to approve carried 7-0**

### **ADJOURNMENT**

The Regular Session of the Manor Housing Public Facility Corporation was Adjourned at 6:36 p.m. on Monday, October 2, 2023. *(Video Recording Archived)*

These minutes were approved by the Manor Housing Public Facility Corporation on the \_\_\_\_ day of \_\_\_\_\_ 2023.

### **APPROVED:**

\_\_\_\_\_  
Dr. Christopher Harvey  
PFC Board President

### **ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz,  
PFC Board Secretary



# Manor City Council

## Monthly Report

Name: Deja Hill Place/Position Council Member, Place 6

Start Date: November 1, 2023 End Date: November 30, 2023

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

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council Regular Meeting	11/1/2023	Minutes Attached
Council Regular Meeting	11/15/2023	Minutes Attached
Council Special Session	11/20/2023	Minutes Attached
Council Special Session	11/29/2023	Minutes Attached

## Other Meetings

Type of Meeting	Date	Description

## Other

Type	Date	Description

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
NOVEMBER 1, 2023**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Tracey Vasquez, HR Director  
Gracie Montano, Senior Deputy Court Clerk  
Brittany Martinez, Deputy Court Clerk  
John Yeager, Judge  
Jay Caballero, Judge  
Veronica Rivera, Assistant City Attorney  
Frank Phelan, P.E., City Engineer  
Phil Green, IT Director  
Chasem Creed, IT Technician

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:02 p.m. on Wednesday, November 1, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**INVOCATION**

Father Daniel Robayo with St. Mary Magdelene Episcopal Church gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

**PROCLAMATION**

**A. Declaring the week of November 6 – November 10, 2023, as “Municipal Court Week”**

Mayor Harvey read and presented the proclamation to the Court Department.

**B. Declaring Friday, November 3, 2023, as “Texas Arbor Day”**

Mayor Harvey read and presented the proclamation to the Public Works Department.

Matthew Woodard, Public Works Director introduced Alison Baylis with Texas A&M Forest Services. Ms. Baylis congratulated the City of Manor for the recognition of being a Tree City USA for a second year and discussed the qualifications that are required for the recognition.

**PUBLIC COMMENTS**

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the bond propositions. He discussed the advisory committee’s regulations for open meetings and opposition to Agenda Item No. 4 and No. 7.

No one else appeared at this time.

At the request of Council Member Deja Hill, Item No. 3 was pulled from the Consent agenda and considered separately.

## CONSENT AGENDA

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

- **October 18, 2023, City Council Workshop; and**
- **October 18, 2023, City Council Regular Meeting**

**2. Consideration, discussion, and possible action on a Wastewater Utility Easement for Timmermann Commercial Investments, LP.**

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve Item No. 1 and Item No. 2.

There was no further discussion.

**Motion to approve carried 7-0**

## REGULAR AGENDA

**3. Consideration, discussion, and possible action on an amendment to the Chickenango Marketing Solutions Inc. Professional Services Agreement extending the previous agreement to December 15, 2023.**

The city staff recommended that the City Council approve the amendment to the professional services agreement with Chickenango Marketing Solutions Inc. and authorize the City Manager to execute the agreement, extending the term of the agreement to December 15, 2023.

Economic Development Director Jones discussed the reasons why the agreement was being extended.

A discussion was held regarding community input.

Mayor Harvey expressed the importance of submitting the requested information to Chickenango.

A discussion was held regarding whether additional service fees would increase due to the extension of the agreement.

A discussion was held regarding the internal process that is being conducted with the consultant and city staff.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to approve the amendment to the professional services agreement with Chickenango Marketing Solutions Inc. and authorize the City Manager to execute the agreement, extending the term of the agreement to December 15, 2023.



There was no further discussion.

**Motion to approve carried 7-0**

**4. Consideration, discussion, and possible action to approve an Ordinance adopting and establishing compensation for the Mayor and City Council and a structured policy and procedure process.**

The city staff recommended that the City Council approve Ordinance No. 724 setting compensation for the mayor and members of the City Council.

HR Director Vasquez discussed the proposed compensation ordinance.

A discussion was held regarding how the compensation plan had been brought up prior and how it led to being presented to the City Council for consideration.

Mayor Harvey discussed the Charter Amendments from prior years and explained the proposed Council Compensation Plan by Tier.

A discussion was held regarding public comments on social media.

City Secretary Almaraz explained what would be required by the City Council to submit monthly to show the participation they've completed to meet the Tier criteria.

Councilwoman Weir thanked city staff and others for preparing the Compensation Plan.

Councilwoman Deja Hill expressed her viewpoint regarding the criteria of each Tier.

Mayor Harvey expressed his viewpoint regarding the meeting criteria and compensation guidelines for each Tier.

A discussion was held regarding the criteria to meet each Tier's guidelines monthly.

Mayor Harvey requested staff to meet with the council at a later date regarding the submittal of monthly reports.

Ordinance No. 724: An Ordinance of The City of Manor, Texas Setting the Compensation for the Mayor and Members of the City Council; Providing a Severability Clause, Providing Savings, Effective Date and Open Meetings Clauses, and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve Ordinance No. 724 setting the compensation for the Mayor and Members of the City Council.

There was no further discussion.

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

**5. Consideration, discussion, and possible action to reject all bids for the Gregg Manor Road Ground Storage Tank & Pressurization Facility Improvements project funded under the FY2021 Tax and Revenue Certificates of Obligation.**

The city staff recommended that the City Council vote to reject all bids for the Gregg Manor Groundwater Storage Tank & Pressurization Facility improvements project and have the project rebid on November 14, 2023.

City Engineer Phelan discussed the reason for the request to reject all bids submitted.

A discussion was held regarding the rebidding process.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to vote to reject all bids for the Gregg Manor Groundwater Storage Tank & Pressurization Facility improvements project and have the project rebid on November 14, 2023.

There was no further discussion.

**Motion to approve carried 7-0**

**6. Consideration, discussion, and possible action on a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District.**

The city staff recommended that the City Council approve Resolution No. 2023-33 nominating a citizen for the Board of Directors of the Travis Central Appraisal District and authorize the City Manager to submit a nomination ballot on behalf of the city.

City Secretary Almaraz stated that she had received a nominations for P&Z Commissioner Mr. Feliz Paiz and Councilwoman Amezcua.

Mayor Harvey submitted a nomination for Jorge Flores and Feliz Paiz.

Mayor Harvey read a letter submitted by Mr. Flores to consider his nomination.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to nominate Councilwoman Maria Amezcua.

Mayor Harvey asked Councilwoman Amezcua if she accepted the nomination.

Councilwoman Amezcua accepted.



There was no further discussion.

**Motion to approve carried 7-0**

Resolution No. 2023-33: A Resolution of The City Council of The City of Manor, Texas Approving the City of Manor's Submission Nominating a Candidate for the Board of Directors of the Travis Central Appraisal District.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Resolution No. 2023-33 nominating Maria Amezcua for the Board of Directors of the Travis Central Appraisal District and authorize the City Manager to submit a nomination ballot on behalf of the city.

There was no further discussion.

**Motion to approve carried 7-0**

**7. Consideration, discussion, and possible action on Ordinance amending Manor Code of Ordinances, Appendix A Fee Schedule establishing building and development related fees, business-related fees, special services by law enforcement staff, administrative and miscellaneous fees, animal control fees, utility service charges and fees, municipal court fees, repealing conflicting ordinances, providing for penalties, and providing for savings, severability, open meetings, and effective date clauses.**

The city staff recommended that the City Council approve Ordinance No. 725 amending Manor Code of Ordinances, Appendix A Fee Schedule establishing building and development related fees, business-related fees, special services by law enforcement staff, administrative and miscellaneous fees, animal control fees, utility service charges and fees, municipal court fees, repealing conflicting ordinances, providing for penalties, and providing for savings, severability, open meetings, and effective date clauses and providing for related matters.

Development Services Director Dunlop discussed the proposed fee changes.

A discussion was held regarding the comparison with other cities regarding building fees.

Ordinance No. 725: An Ordinance of The City of Manor, Texas, Amending Manor Code of Ordinances Appendix A Fee Schedule by Establishing Building and Development Related Fees; Business Related Fees; Special Services by Law Enforcement Staff; Administrative and Miscellaneous Fees; Animal Control Fees; Utility Service Charges and Fees; Municipal Court Fees; Repealing Conflicting Ordinances; Providing For Penalties; Providing for Savings, Severability, Open Meetings and Effective Date Clauses; and Providing for Related Matters.



**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace, to approve Ordinance No. 725 amending Manor Code of Ordinances, Appendix A Fee Schedule establishing building and development related fees, business-related fees, special services by law enforcement staff, administrative and miscellaneous fees, animal control fees, utility service charges and fees, municipal court fees, repealing conflicting ordinances, providing for penalties, and providing for savings, severability, open meetings, and effective date clauses and providing for related matters.

There was no further discussion.

**Motion to approve carried 7-0**

**8. Consideration, discussion, and possible action on discontinuing services with Spectrum/Charter and transferring to AT&T MetroEthernet Services.**

The city staff recommended that the City Council approve the continuation of the month-to-month services with Spectrum/Charter and authorize the discontinuation of internet in an amount not to exceed \$56,000.

IT Director Green discussed the reason for the termination of internet services with Spectrum.

A discussion was held regarding additional termination fees that would be required during the transition.

IT Director Green confirmed that the switch would be transparent and there wouldn't be any internet interruptions while transitioning.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to approve the continuation of the month-to-month services with Spectrum/Charter and authorize the discontinuation of internet in an amount not to exceed \$56,000.

There was no further discussion.

**Motion to approve carried 7-0**

**9. Consideration, discussion, and possible action on the Bristol Myers Squibb Foundation Grant Agreement.**

The city staff recommended that the City Council direct city staff to work with the Health Committee and Black Men's Health Clinic in establishing a partnership to utilize the Bristol Myers Squibb Foundation Grant funds for the City of Manor health initiatives.

Council Member Weir stated that she invited previous Mayor Larry Wallace to discuss the Bristol Myers Squibb Foundation Grant Agreement.

A discussion was held regarding the city's collaboration with Bristol Myers Squibb Foundation.

A discussion was held regarding the age requirements for participation in the program.

A discussion was held regarding the aspect of the project.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to direct city staff to work with the Health Committee and Black Men's Health Clinic in establishing a partnership to utilize the Bristol Myers Squibb Foundation Grant funds for the City of Manor health initiatives.

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:43 p.m. on Wednesday, November 1, 2023, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Spring project* at 8:43 p.m. on Wednesday, November 1, 2023.

The Executive Session was adjourned at 9:29 p.m. on Wednesday, November 1, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:29 p.m. on Wednesday, November 1, 2023.


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

## ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 9:29 p.m. on Wednesday, November 1, 2023.

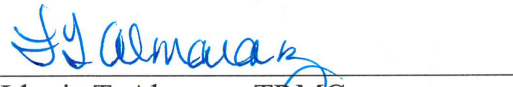
These minutes were approved by the Manor City Council on the 15<sup>th</sup> day of November 2023.

### APPROVED:



Dr. Christopher Harvey,  
Mayor

### ATTEST:



Lluvia T. Almaraz, TRMC  
City Secretary





**CITY COUNCIL  
REGULAR SESSION MINUTES  
NOVEMBER 15, 2023**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Denver Collins, Assistant Chief of Police  
Scott Dunlop, Development Services Director  
Scott Jones, Economic Development Director  
Matthew Woodard, Public Works Director  
Tracey Vasquez, HR Director  
Sarah Friberg, Court Administrator  
Frank T. Phelan, P.E., City Engineer  
Paige Saenz, City Attorney  
Chasem Creed, IT Technician

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:04 p.m. on Wednesday, November 15, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.



## INVOCATION

Mayor Harvey gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PROCLAMATIONS

### A. Declaring November 9, 2023, as “Senior Access 30th Anniversary Day”

Mayor Harvey read the proclamation proclaiming Senior Access 30<sup>th</sup> Anniversary Day.

## EVENTS/ANNOUNCEMENTS

### A. Texas Arbor Day Event, November 18, 2023, at Timmermann Park

Matthew Woodard, Public Works Director invited everyone to attend the Texas Arbor Day Event being held at Timmermann Park from 9:00 am – 10:00 am.

### B. Holidays in the Park, December 2, 2023, at Timmermann Park

Tracey Vasquez, Human Services Director invited everyone to attend the Holidays in the Park Event being held at Timmermann Park from noon – 5:00 pm.

## PUBLIC COMMENTS

No one appeared at this time.

## REPORTS

*Reports about items of community interest on which no action was taken.*

### A. Tower Road Apartments Presentation

Gregory Miller with Bickerstaff Heath Delgado Acosta LLP gave a brief update on the proposed development and next steps.

David D’Amelio with Dominion discussed the attached PowerPoint presentation and explained the Texas Bond Lottery and Finance application processes.

A discussion was held regarding parking concerns for the development.

A discussion was held regarding income qualifications.

A discussion was held regarding community engagement.

At the request of Mayor Harvey, Item No. 5 was pulled from the Consent Agenda and considered separately.

## **CONSENT AGENDA**

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the November 1, 2023, City Council Regular Meeting.**
- 2. Consideration, discussion, and possible action on accepting the October 2023 Departmental Reports.**
  - **Finance – Scott Moore, City Manager**
  - **Police – Ryan Phipps, Chief of Police**
  - **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
  - **Economic Development – Scott Jones, Economic Development Director**
  - **Development Services – Scott Dunlop, Development Services Director**
  - **Municipal Court – Sarah Friberg, Court Clerk**
  - **Public Works – Matt Woodard, Director of Public Works**
  - **Manor Cemetery – Nora Sanchez, MC Manager**
  - **Human Resources – Tracey Vasquez, HR Manager**
  - **IT – Phil Green, IT Director**
  - **Administration – Lluvia T. Almaraz, City Secretary**
- 3. Consideration, discussion, and possible action on the Purchase Agreement with Mae M. Vrazel for a wastewater easement with a temporary construction easement.**
- 4. Consideration, discussion, and possible action on a Supplement to the Agreement for Street Lighting Service by and between Oncor Electric Delivery Company and the City of Manor for street light service within the Monarch Ranch Subdivision.**

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

A discussion was held regarding clarification on the juvenile detention reporting.

Councilman Moreno thanked the Manor Police Department for their response to a shooting incident in his neighborhood.

There was no further discussion.

**Motion to approve carried 7-0**

## REGULAR AGENDA

### **5. Consideration, discussion, and possible action to place liens on properties that were abated for violations of Manor Code of Ordinance Article 6.03 for tall grass, litter, and junk on properties.**

The city staff recommended that the City Council acknowledge and place liens on properties that were abated for violations of Manor Code of Ordinance Article 6.03 for tall grass, litter, and junk on properties with revisions to the city name on each lien document; and authorize the City Manager to execute the liens.

A discussion was held regarding the total times property owners were notified of violations.

A discussion was held regarding the lien costs of each property.

A discussion was held regarding the possibility of establishing partnerships with businesses for property owners who do not have the means or resources to maintain their properties.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to acknowledge and place liens on properties that were abated for violations of Manor Code of Ordinance Article 6.03 for tall grass, litter, and junk on properties with revisions to the city name on each lien document; and authorize the City Manager to execute the liens.

There was no further discussion.

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

At the request of Mayor Harvey, Item No. 9 and Item No. 10 were conducted next.

### **9. Consideration, discussion, and possible action on an appointment to the Planning and Zoning Commission, Alternate No. 1 position expiring in January 2025.**

Mayor Harvey stated that two applicants had already been interviewed at a prior meeting and recommended moving forward with the appointments to alternate positions.

Council Member Amezcua abstained from discussing this item as she is related to one of the applicants. The appropriate Conflict of Interest Affidavit was filled out and filed with the City Secretary.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to appoint Gabriel Nila to the Planning and Zoning Commission, the Alternate No. 1 position expiring in January 2025.



There was no further discussion.

**Motion to approve carried 6-0 (Council Member Amezcua Abstained)**

**10. Consideration, discussion, and possible action on appointment to the Planning and Zoning Commission, Alternate No. 2 position expiring in January 2026.**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to appoint Gabrielle Orion to the Planning and Zoning Commission, the Alternate No. 2 position expiring in January 2026.

Ms. Orion thanked the City Council for the opportunity to serve.

There was no further discussion.

**Motion to approve carried 7-0**

**6. Consideration, discussion, and possible action on a construction contract for the Cottonwood Creek West Tributary Wastewater Main Extension Project.**

The city staff recommended that the City Council approve and award the construction for the Cottonwood Creek West Tributary Wastewater Main Extension project to Santa Clara Construction, LLC. in the amount of \$2,533,379.00 for the base bid.

City Attorney Phelan discussed the proposed construction contract and the bid process.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve and award the construction for the Cottonwood Creek West Tributary Wastewater Main Extension project to Santa Clara Construction, LLC. in the amount of \$2,533,379.00 for the base bid.

A discussion was held regarding the funding from the developer and the city's participation. Mr. Phelan stated that the funding source would be out of the impact fees.

There was no further discussion.

**Motion to approve carried 7-0**

**7. Consideration, discussion, and possible action on a Resolution authorizing the City Manager to enter into a Multiple-Use Agreement with the Texas Department of Transportation Allowing the Installation and Operation of Automated License Plate Recognition Cameras in Texas Department of Transportation Right-Of-Way.**



The city staff recommended that the City Council approve Resolution No. 2023-36 authorizing the City Manager to enter into a Multiple-Use agreement with the Texas Department of Transportation (TxDOT) allowing the Installation and Operation of Automated License Plate Recognition Cameras in the Texas Department of Transportation Right-Of-Way.

Chief of Police Phipps discussed the proposed resolution authorizing the City Manager to enter into an agreement with TxDOT.

Resolution No 2023-36: A Resolution of the City Council of the City of Manor, Texas, Authorizing the City Manager to Enter Into a Multiple-Use Agreement With the Texas Department of Transportation Allowing the Installation and Operation of Automated License Plate Recognition Cameras in Texas Department of Transportation Right-Of-Way; and Providing an Effective Date.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve Resolution No. 2023-36 authorizing the City Manager to enter into a Multiple-Use agreement with the Texas Department of Transportation (TxDOT) allowing the Installation and Operation of Automated License Plate Recognition Cameras in the Texas Department of Transportation Right-Of-Way.

There was no further discussion.

**Motion to approve carried 7-0**

**8. Consideration, discussion, and possible action on a Resolution approving and adopting the Travis County's Hazard Mitigation Action Plan (HMAP) Update.**

The city staff recommended that the City Council approve Resolution No. 2023-37 adopting the Travis County's Hazard Mitigation Action Plan (HMAP) Update.

Lt. Allen discussed the proposed resolution regarding the adoption of HMAP.

Resolution No 2023-37: A Resolution of the City Council of The City of Manor, Texas, Approving the Hazard Mitigation Action Plan Update.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2023-37 adopting the Travis County's Hazard Mitigation Action Plan (HMAP) Update.

A discussion was held regarding the requirements to keep the HMAP on file for FEMA funding qualifications.

A discussion was held regarding the annual review process.

**City Council Regular Session Minutes  
November 15, 2023**

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:03 p.m. on Wednesday, November 15, 2023, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property at 8:03 p.m. on Wednesday, November 15, 2023.*

The Executive Session was adjourned at 9:00 p.m. on Wednesday, November 15, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:00 p.m. on Wednesday, November 15, 2023.

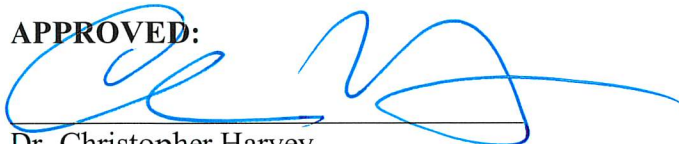
There was no further discussion, and no action was taken.

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 9:01 p.m. on Wednesday, November 15, 2023.

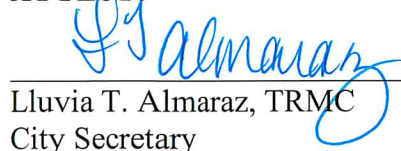
These minutes were approved by the Manor City Council on the 6<sup>th</sup> day of December 2023.

**APPROVED:**



Dr. Christopher Harvey,  
Mayor

**ATTEST:**



Luvia T. Almaraz, TRMC  
City Secretary





**CITY COUNCIL CALLED SPECIAL MEETING  
MINUTES  
NOVEMBER 20, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Jones, Economic Development Director  
Ryan Phipps, Chief of Police

**SPECIAL SESSION – 6:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 6:03 p.m. on Monday, November 20, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**INVOCATION**

Mayor Harvey gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

**PUBLIC COMMENTS**

No one appeared to speak at this time.

## REGULAR AGENDA

### 1. Consideration, discussion, and possible action of items relating to the November 7, 2023, City of Manor Special Bond Election.

- Canvass of the Election Returns for the City of Manor Special Election – Propositions A-C.

The City Council canvassed the attached results of the City of Manor Special Election held on November 7, 2023.

Mayor Harvey read the following results:

#### **SPECIAL ELECTION Propositions A-C**

**NOVEMBER 7, 2023**

**(Results for 7 Precincts 126, 127, 142, 143, 144, 145 and 490)**

**TOTAL REGISTERED VOTERS – 8,519**

**TOTAL BALLOTS CAST – 826**

**TOTAL VOTER TURNOUT – 9.70%**

#### **CITY OF MANOR PROPOSITION A**

THE ISSUANCE OF \$15,000,000 OF CITY OF MANOR, TEXAS GENERAL OBLIGATION BONDS FOR ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY, AND THE LEVY OF A TAX IN PAYMENT THEREOF.

#### **VOTES CAST:**

	<b><u>Early Voting</u></b>	<b><u>By Mail</u></b>	<b><u>Election Day</u></b>	<b><u>Vote %</u></b>	<b><u>Total</u></b>
For	241	4	319	69.29%	564
Against	107	2	141	30.71%	250



**CITY OF MANOR PROPOSITION B**

THE ISSUANCE OF \$61,695,000 OF CITY OF MANOR, TEXAS GENERAL OBLIGATION BONDS FOR PARKS, TRAILS, AND RECREATIONAL FACILITIES INCLUDING A NEW RECREATION CENTER, AND THE LEVY OF A TAX IN PAYMENT THEREOF.

**VOTES CAST:**

	<b><u>Early Voting</u></b>	<b><u>By Mail</u></b>	<b><u>Election Day</u></b>	<b><u>Vote %</u></b>	<b><u>Total</u></b>
For	245	5	323	70.05%	573
Against	103	2	140	29.95%	245

**CITY OF MANOR PROPOSITION C**

THE ISSUANCE OF \$90,105,000 OF CITY OF MANOR, TEXAS GENERAL OBLIGATION BONDS FOR A CITY HALL/PUBLIC LIBRARY FACILITY, AND THE LEVY OF A TAX IN PAYMENT THEREOF.

**VOTES CAST:**

	<b><u>Early Voting</u></b>	<b><u>By Mail</u></b>	<b><u>Election Day</u></b>	<b><u>Vote %</u></b>	<b><u>Total</u></b>
For	218	5	275	60.81%	498
Against	131	2	188	39.19%	321

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to accept the canvass for the City of Manor Special Election held on November 7, 2023.

There was no further discussion.

**Motion to approve carried 6-0**

- 2. Consideration, discussion, and possible action on an ordinance canvassing the returns and declaring the results of the November 7, 2023, City of Manor Special Bond Election.**

The city staff recommended that the City Council approve Ordinance No. 726 Canvassing the Election Returns and Declaring the Results of the Special Election of the City of Manor Held on Tuesday, November 7, 2023, on Proposition A, Proposition B, and Proposition C.

Ordinance No. 726: An Ordinance of The City Council of the City of Manor, Texas Canvassing the Election Returns and Declaring the Results of the Special Bond Election of the City of Manor Held on November 7, 2023, on Propositions A, B, And C, and Other Matters in Connection Therewith.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Council Member Amezcua, to approve Ordinance No. 726 Canvassing the Election Returns and Declaring the Results of the Special Election of the City of Manor Held on Tuesday, November 7, 2023, on Proposition A, Proposition B, and Proposition C.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey congratulated the residents of the City of Manor and thanked the city staff for the planning and communication that transpired through the process.

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 6:10 p.m. on Monday, November 20, 2023, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.074, Texas Government Code, to discuss goals and duties of the City Manager* at 6:10 p.m. on Monday, November 20, 2023.

The Executive Session was adjourned at 7:00 p.m. on Monday, November 20, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 7:00 p.m. on Monday, November 20, 2023.

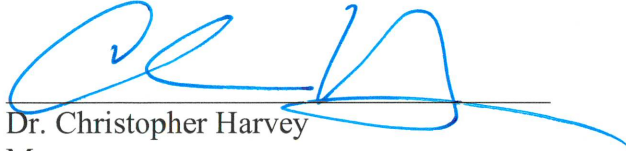
There was no further discussion, and no action was taken.

**ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 7:00 p.m. on Monday, November 20, 2023.

These minutes were approved by the Manor City Council on the 6<sup>th</sup> day of December 2023.

**APPROVED:**



Dr. Christopher Harvey  
Mayor

**ATTEST:**



Lluvia T. Almaraz, TRMC  
City Secretary







**CITY COUNCIL CALLED SPECIAL MEETING  
MINUTES  
NOVEMBER 29, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Jones, Economic Development Director  
Ryan Phipps, Chief of Police  
Scott Dunlop, Development Services Director  
Veronica Rivera, Assistant City Attorney  
Frank Phelan, P.E., City Engineer  
Christina M. Lane, Finance Consultant  
Gregory Miller, Bond Counsel

**SPECIAL SESSION – 6:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 6:03 p.m. on Wednesday, November 29, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**INVOCATION**

Mayor Harvey gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the Issuance of Combination Tax and Revenue Certificates. He also expressed his opposition to affordable housing development within the city and his frustration with city staff and city council.

No one else appeared to speak at this time.

## PUBLIC HEARING

### 1. Conduct a public hearing on the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

The city staff recommended that the City Council conduct the Public Hearing.

Mayor Harvey opened the Public Hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his opposition to affordable housing development within the city.

Mayor Harvey spoke about the city's goals regarding affordable housing opportunities and expressed his views on affordable housing within the city.

Bond Counsel Gregory Miller discussed the application process with the developer, the steps that must be taken before development, and the Texas Department of Housing and Community Affairs requirements for Housing Tax Credits.

David D'Amelio, with Dominion, briefly updated the City Council on what had transpired within a few weeks. He stated that Dominion had reached out to the community for additional input and discussed the next steps for the procedure and timeline of the project.

A discussion was held regarding a special meeting to be conducted to provide additional information regarding the development.

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

There was no further discussion.

**Motion to close carried 7-0**

## CONSENT AGENDA

### 2. Consideration, discussion, and possible action on seven Water, Wastewater, Access, and Drainage Easements for the Manor Crossing Development.

- A 1.031-acre drainage easement
- A 0.7180-acre drainage, water, and wastewater easement
- A 4.832-acre water, wastewater, drainage, and access easement
- A 1.947-acre drainage easement
- A 0.4663-acre drainage easement
- A 0.2316-acre drainage easement
- A 0.0294-acre water line easement

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve and accept the consent agenda.

Discussion was held regarding the clarification of the donation of the easements.

There was no further discussion.

**Motion to approve carried 7-0**

## REGULAR AGENDA

### 3. Consideration, discussion, and possible action on a Resolution of No Objection to the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

The city staff recommended that the City Council approve Resolution No. 2023-38 of No Objection to the application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credit.

Bond Counsel Gregory Miller discussed the proposed Resolution requirement for the Texas Department of Housing and Community Affairs for Housing Tax Credit.

Resolution No. 2023-38: A Resolution of The City Council of The City of Manor, Texas of No Objection to the Application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credits.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve Resolution No. 2023-38 of No Objection to the application of Manor Leased Housing Associates I, Limited Partnership to the Texas Department of Housing and Community Affairs for Housing Tax Credit.



There was no further discussion.

**Motion to approve carried 7-0**

**4. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023; Authorizing the Sale Thereof; and Enacting Provisions Incident and Related to the Issuance of Said Certificates.**

The city staff recommended that the City Council approve Ordinance No. 727 Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023.

Finance Consultant Christina Lane discussed the proposed ordinance, the bid process, and the interest received on certificates.

Mayor Harvey thanked Ms. Lane for her assistance and hard work.

Council Member Amezcua thanked Ms. Lane for listening to the Council's needs and working with everyone.

Ordinance No. 727: An Ordinance Authorizing the Issuance Of \$36,245,000 "City Of Manor, Texas Combination Tax And Revenue Certificates Of Obligation, Series 2023"; Authorizing The Sale Thereof; And Enacting Provisions Incident And Related To The Issuance Of Said Certificates.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to approve Ordinance No. 727 Authorizing the Issuance of Combination Tax and Revenue Certificates of Obligation, Series 2023.

There was no further discussion.

**Motion to approve carried 7-0**

**5. Consideration, discussion, and possible action on Resolution Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.**

The city staff recommended that the City Council approve Resolution No. 2023-39 Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

Bond Counsel Gregory Miller discussed the proposed Resolution requirement.

City Manager Moore expressed his appreciation to Bond Counsel and discussed future processes that need to be taken to move the city forward with future developments.

Resolution No. 2023-39: A Resolution of The City Council of The City of Manor, Texas Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve Resolution No. 2023-39 Expressing Intent to Finance Expenditures to be Incurred by the City of Manor, Texas.

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 6:33 p.m. on Wednesday, November 29, 2023, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Downs project* at 6:33 p.m. on Wednesday, November 29, 2023.

The Executive Session was adjourned at 6:58 p.m. on Wednesday, November 29, 2023.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 6:58 p.m. on Wednesday, November 29, 2023.

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

**ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 6:58 p.m. on Wednesday, November 29, 2023.

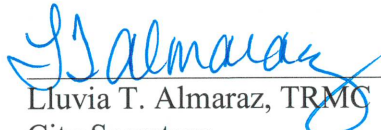
These minutes were approved by the Manor City Council on the 6<sup>th</sup> day of December 2023.

**APPROVED:**



Dr. Christopher Harvey  
Mayor

**ATTEST:**



Luvia T. Almaraz, TRMC  
City Secretary





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on amending the JustFOIA contract to provide upgraded software services.

### BACKGROUND/SUMMARY:

On September 18, 2019, the City Council approved a contract with JustFOIA to provide transparency in Public Records Requests. The City Secretary's Office receives requests daily; as the city grows, more records are being requested. As of today, over 600 submissions have been received. To continue to serve the public and complete requests promptly, the Office of the City Secretary is requesting an upgrade to the current software system from Standard to Pro Plus.

### Updates:

**Any Document Management Module:** Determining the responsive documents can be overwhelming for clients who receive requests for "Any" communications. Built for clients who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract. PST files (emails and attachments)
- Bulk redact and sort all files with one click
- Detect duplicate emails
- Combine files into one PDF
- Create and organize files with custom folders and review documents in the document viewer

**Dynamic Forms:** Dynamic Form Fields provide a way to create highly interactive and user-centric request forms. These fields adapt the form's behavior to requestor input and predefined conditions, explicitly enhancing the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are irrelevant to every requestor. Dynamic Form Fields collect all data necessary to process a request at the initial submission. A few examples of use cases clients use today include:

- Deflecting common requests.
- Additional fields can be added depending on the information entered or options selected.
- Reducing the amount of back and forth needed for clarification before starting a request.



**Advanced Reporting:** Advanced Reporting (Beta) will allow clients to configure reports with more customization abilities to suit their needs. These reports can be saved in different directories to provide access to the configured reports to other staff or solely for the user's reference.

**Increased storage (from 500 GB to 3 TB)**

The annual fee is outlined in the amendment agreement. A budget amendment will be requested for FY24-25 and FY25-26.

- LEGAL REVIEW:**

Yes , Audrey Guthrie, Associate Attorney
- FISCAL IMPACT:**

Yes, FY23-24 \$5,660.77
- PRESENTATION:**

Yes
- ATTACHMENTS:**

Yes

- JustFOIA Amendment

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve an amendment to the JustFOIA contract to provide upgraded software services in the amount of \$5,660.77; and authorize the City Manager to execute the agreement.

**PLANNING & ZONING COMMISSION:**

**Recommend Approval**

**Disapproval**

**None**

This Order, designated as Order No. 29637 (this "Order") is entered into as of the date of the last signature Item 3.  
"Order Effective Date", by and between JustFOIA and Client.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties.
- B. No change order, notice, direction, authorization, notification, or request will be binding upon Client or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Client and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- C. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Client purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- D. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- E. This Order, and any claim dispute or controversy hereunder (a "Dispute"), will be governed by the laws of the state where Client is located, in each case without giving effect to any principles of conflicts of laws. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- F. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- G. This, and the preceding Sections of this Order shall survive after termination or expiration of the same.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

Item 3.

**JustFOIA, Inc. ("JustFOIA")**

**CITY OF MANOR ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

PO BOX 387  
MANOR, TX 78653

# PRICING

Item 3.



3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
850.701.0725  
850.564.7496 fax

**Bill/Ship to:** Lluvia Almaraz  
[lalmaraz@manortx.gov](mailto:lalmaraz@manortx.gov)  
**cc AP Contact:** n/a

**Client Name:** City of Manor  
**Client Address:** PO Box 387, Manor, TX 78653

**Quote Date:** November 29, 2023

**Subscription Period Start Date:**  
January 1, 2024

**Subscription Period End Date:**  
September 30, 2025

**Quote Number:** 29637  
**Quote Type:** Platform Upgrade

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>JustFOIA ANNUAL RECURRING SERVICES</u></b>			
<input checked="" type="checkbox"/> JustFOIA Pro Plus: Up to 400,000 Population	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/> Payment Portal	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included

<b>SUBTOTAL - RECURRING ANNUAL SERVICES</b>	<b>\$9,835.00</b>
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>JustFOIA SERVICE PACKAGES</u></b>			
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included
<input checked="" type="checkbox"/> Standard to Pro Upgrade Package	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> Dynamic Fields Configuration	2	\$370.00	\$740.00

<b>SUBTOTAL - ONE-TIME SERVICES</b>	<b>\$1,490.00</b>
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## **EXISTING JustFOIA ANNUAL SUBSCRIPTION**

<input checked="" type="checkbox"/> JustFOIA Standard Edition Tier 1	-1
<input checked="" type="checkbox"/> Training Center for JustFOIA	-1
<input checked="" type="checkbox"/> Payment Portal	-1
<input checked="" type="checkbox"/> Redaction	-1
<input checked="" type="checkbox"/> Adobe Pro Plug-In	-1
<input checked="" type="checkbox"/> JustFOIA Subscription Credit Proration	1

<b>SUBTOTAL - EXISTING JustFOIA ANNUAL SUBSCRIPTION CREDIT</b>	<b>(\$3,205.48)</b>
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☒ **JustFOIA Subscription Proration for 9 Months**

1

(\$2,458.75)

<b>YEAR 0 (1/1/2024 - 9/30/2024)</b>	<b>\$5,660.77</b>
<b>YEAR 1 (10/1/2024 - 9/30/2025) RECURRING ANNUAL SUBSCRIPTION COST</b>	<b>\$9,835.00</b>
<b>YEAR 2 (10/1/2025 - 9/30/2026) RECURRING ANNUAL SUBSCRIPTION COST</b>	<b>\$10,326.75</b>

**This is NOT an invoice. Please use this confirmation to initiate your purchasing process.**

## RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied after Year 1 (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

## SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

## TERM

Either party may terminate this Order upon any of the following:

- Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

# BILLING TERMS

## BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none"><li>▪ <b>Platform Change:</b> Within 30 days of receipt of Order.</li><li>▪ <b>Annual Renewal (Year 1):</b> 75 days in advance of expiration date.</li><li>▪ <b>Annual Renewal (Year 2+):</b> 75 days in advance of expiration date.</li></ul>
One-Time Services	Upon delivery completion and Client acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

## PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.



# WHAT'S INCLUDED WITH JustFOIA PRO PLUS?

FEATURES & SERVICES	Standard	Pro Plus
<b>Security &amp; Compliance</b>		
SOC 2 Certified Organization Partner	✓	✓
Annual Employee Certified CJIS & HIPAA Training	✓	✓
ADA/Section 508 Compliant	✓	✓
CJIS ACE Seal of Compliance	✓	✓
Secure Hosting on Microsoft Azure Government Cloud	✓	✓
Texas Risk and Authorization Management (TX-RAMP) Certified Cloud Product	✓	✓
System Updates	✓	✓
Single Sign-On (SSO)	+	✓+
<b>Data Storage &amp; Users</b>		
Standard Data Storage	500 GB	Unlimited
Unlimited Administrators, Power Users, General Users, & Viewers	✓	✓
<b>Requester Experience</b>		
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓	✓
Search Archive to Allow Requesters to Search Previous Requests	✓	✓
Dynamic Form Fields (e.g., conditional fields or messages)	Not Available	✓
<b>User Experience</b>		
Retention Schedules	✓	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓	✓
DirectRoute Workflow	+	+
Notifications, Reminders & Alerts	✓	✓
In-App Internal & External (Requester) Communication Tools	✓	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓	✓
Unlimited File Size in Release to Requester	✓	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	Not Available	✓
Time & Materials Tracking	✓	✓
Invoicing Module	✓	✓
Payment Portal for Credit Card Processing	+	✓+
Laserfiche Integration for Importing/Exporting Files	+	+
Reporting Dashboard	✓	✓
Standard & Custom Reports through Advanced Reporting	Not Available	✓
<b>Training/Onboarding</b>		
Dedicated Project Lead	✓	✓
Live, Remote Administrator & Power User Training	✓	✓
Live, Onsite Administrator & Power User Training	+	+
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓	✓
<b>Client Service &amp; Support</b>		
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓	✓
Dedicated Client Success Specialist	✓	✓
Monthly Webinars	✓	✓
JustFOIA Administration Assistance Hours	+	+

✓ Included + Optional ✓+ Client choice of SSO or Payment Portal Included (Also available as an Optional Add-on)

## TECHNICAL SUPPORT

To support your journey, it's important to have a plan should issues or needs arise.

### **Technical Support**

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

## SERVICE PACKAGES

### GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

### STANDARD TO PRO UPGRADE PACKAGE

#### CLIENT TASKS & DELIVERABLES

- Complete JustFOIA Training Center training course(s)
- Attend remote JustFOIA Pro System Training and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner
- Provide desired form changes based on increased platform functionality

- Determine platform switchover date

### **JustFOIA TASKS & DELIVERABLES**

- Configure system with In-App Redaction (if necessary)
- Set up Client with Training Center accounts (if necessary)
- Enroll Client in necessary Training Center courses
- Configure system with Advanced Reporting
- Configure system with Responsive Forms
- Upgrade Client forms (if necessary)
- Set new Data Storage Limit
- Conduct remote JustFOIA Pro System Training (1 hour); recording made available in Training Center

## **ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION**

### **CLIENT TASKS & DELIVERABLES**

- Attend remote Document Management training and respond promptly to requests for information

### **JustFOIA TASKS & DELIVERABLES**

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

## **DYNAMIC FIELDS CONFIGURATION**

### **CLIENT TASKS & DELIVERABLES**

- Provide a list of desired dynamic form field(s), keywords and/or external links

### **JustFOIA TASKS & DELIVERABLES**

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

# ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

## WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

**JustFOIA Warranties.** JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

**Client Warranties.** Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

## LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

## CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

## ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only upload public and non-confidential data to the Solution.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

## INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

## INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Client and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

**"Confidential Information"** means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

## INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Client shall retain a non-exclusive,

royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

## ACCOUNT SECURITY

Client is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Client is responsible for any activity using its account, whether or not it authorized that activity. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

## DATA RETENTION & ACCESS

JustFOIA will retain Client's information for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Client's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

## NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information. If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall

allow Client to restrict such access by restricting users from installing and enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

## INDEMNIFICATION & LIMITATION OF LIABILITY

### (a) General Indemnification.

JustFOIA ("Indemnifying Party") shall indemnify, defend and hold the Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws; or
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

### (b) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Client harmless against Claims made or brought against Client by a third-party alleging that the use of the Solution, as provided to Client under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Client is enjoined from using the Solution, or JustFOIA reasonably believes that Client will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Client the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

### (c) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CLIENT UNDER THE APPLICABLE



ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(iii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Client for Solution reflect these limitations.

## INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

## GOVERNMENT PROVISIONS

The provisions below are applicable only if Client is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

### (a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

### (b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

### (c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Client if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

## MISCELLANEOUS

### (a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

### (b) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Client is correct.

In addition, should any of Client's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such

regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Client shall bear all costs associated with audits.

### (c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

### (d) Publicity.

JustFOIA may use the name of Client, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information.

### (e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

### (f) Relationship of Parties.

JustFOIA's relationship to the Client is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

### (g) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

### (h) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.  
3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@justfoia.com](mailto:legal@justfoia.com)



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Supplement to the Agreement for Street Lighting Service by and Between Oncor Electric Delivery Company and the City of Manor to provide street lighting service in the Palomino Subdivision.

### BACKGROUND/SUMMARY:

This is a standard agreement that amends our existing agreement to provide for streetlights in the Palomino development that is within Oncor's service area.

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

- Agreement
- Exhibit

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Supplement to the Agreement for Street Lighting Service by and Between Oncor Electric Delivery Company and the City of Manor to provide street lighting service in the Palomino Subdivision.

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



**EXHIBIT "A" – Registered****WR #: 3526562 Project Name: KRT/MANOR-MANOR WOLF/JK****SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY AND City of MANOR**

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated 6/29/2005 ("Agreement"), is made and entered into this 31st day of October, 2022, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company") and City of MANOR, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

Request for Street Lighting Service dated October 31, 2022, attached hereto.

2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY

City of MANOR\_\_\_\_\_  
Signature - Oncor Representative\_\_\_\_\_  
Signature – Customer Representative\_\_\_\_\_  
Printed Name – Oncor Representative\_\_\_\_\_  
Printed Name – Customer Representative\_\_\_\_\_  
Title - Oncor Representative\_\_\_\_\_  
Title – Customer Representative\_\_\_\_\_  
Date Signed – Oncor Representative\_\_\_\_\_  
Date Signed – Customer Representative

-----  
*\*\*For CIAC purposes only pursuant to Section (4) above\*\**

\_\_\_\_\_  
Signature – Customer's Agent\_\_\_\_\_  
Printed Name – Customer's Agent\_\_\_\_\_  
Title - Customer's Agent\_\_\_\_\_  
Date Signed – Customer's Agent

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**EXHIBIT “B”**  
**WR #: 3526562 PROJECT NAME: KRT/MANOR-MANOR WOLF/JK**

**REQUEST FOR STREET LIGHTING SERVICE**

**Actions: *A*-Addition    *R*-Removal    *RL*-Relocation    *S*-Service (*Schedule D – Only*)**

ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(84) 3037619-09752325
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(85) 3037672-09752419
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(86) 3037703-09752484
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(87) 3037723-09752526
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(88) 3037743-09752590
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(89) 3037783-09752649
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(90) 3037829-09752535
<b>Comments:</b>								

\*Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical);  
 CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);  
 Metered Facilities – Non-Company-Owned; or Metered Facilities – Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of 0.
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

**WR Number: 3526562**

**Date: 10/31/2022**

**EXHIBIT “B”**  
**WR #: 3526562 PROJECT NAME: KRT/MANOR-MANOR WOLF/JK**



## REQUEST FOR STREET LIGHTING SERVICE

Actions: *A*-Addition *R*-Removal *RL*-Relocation *S*-Service (*Schedule D – Only*)

ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(91) 3037886-09752501
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(92) 3037905-09752532
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(93) 3037938-09752581
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(94) 3037864-09752412
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(95) 3037817-09752434
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(96) 3037782-09752440
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(97) 3037849-09752354
Comments:								

\*Unmetered Facilities – Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical);  
 CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);  
 Metered Facilities – Non-Company-Owned; or Metered Facilities – Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of 0.
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number: 3526562Date: 10/31/2022

## EXHIBIT "B"

WR #: 3526562 PROJECT NAME: KRT/MANOR-MANOR WOLF/JK

## REQUEST FOR STREET LIGHTING SERVICE



Actions: *A*-Addition *R*-Removal *RL*-Relocation *S*-Service (*Schedule D – Only*)

ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(98) 3037814-09752316
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(99) 3037798-09752245
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(100) 3037757-09752353
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(101) 3037726-09752385
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(102) 3037930-09752471
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(103) 3037966-09752437
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(104) 3038021-09752415
Comments:								

\*Unmetered Facilities – Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical);

CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);

Metered Facilities – Non-Company-Owned; or Metered Facilities – Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of 0.
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number: 3526562

Date: 10/31/2022

## EXHIBIT "B"

WR #: 3526562 PROJECT NAME: KRT/MANOR-MANOR WOLF/JK

## REQUEST FOR STREET LIGHTING SERVICE



Actions: *A*-Addition *R*-Removal *RL*-Relocation *S*-Service (*Schedule D – Only*)

ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(105) 3038058-09752431
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(106) 3038073-09752381
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(107) 3038112-09752350
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(108) 3038166-09752315
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(109) 3038220-09752306
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(110) 3038248-09752366
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(111) 3038205-09752411
Comments:								

\*Unmetered Facilities – Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical);

CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);

Metered Facilities – Non-Company-Owned; or Metered Facilities – Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of 0.
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number: 3526562

Date: 10/31/2022

## EXHIBIT "B"

WR #: 3526562 PROJECT NAME: KRT/MANOR-MANOR WOLF/JK

## REQUEST FOR STREET LIGHTING SERVICE



Actions: *A*-Addition    *R*-Removal    *RL*-Relocation    *S*-Service (*Schedule D – Only*)

ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(112) 3038155-09752430
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(113) 3038117-09752453
7881213	A		1	55	LED	A - COBRA HEAD	LED, Cobra Head 30' Rnd, Steel, Anchor	(114) 3038095-09752485
<b>Comments:</b>								

\*Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical);  
 CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);  
 Metered Facilities – Non-Company-Owned; or Metered Facilities – Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of 0.
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number: 3526562

Date: 10/31/2022



WIRE SIZES:

Primary: 1/0AL TPX UG

SECONDARY: 4/0AL TPX UG

SERVICES: 1/0 AL TPX UG

CALCULATIONS WERE MADE WITH 75 FT SVC LENGTH

NOTES:

LOTS ARE DUPLEX'S. EACH LOT WILL HAVE TWO SERVICES AND TWO METERS.

**THE EXTRA SERVICE WILL NEED TO BE CHARGED TO THE CUSTOMER.**

TRANSFORMER AND PAD: TYPE 1

PRIMARY VOLTAGE:15KV SYSTEM

FEEDER/SUB: BNEST3111



UPLINE PROTECTIVE DEVICE: FROM 3 PHASE LINE - TRIP Saver @ SID: 3037974-09753772.  
GPS:30.379771, -97.53768

UPLINE PROTECTIVE DEVICE FROM SINGLE PHASE - 100A FUSE THAT WILL BE INSTALLED ON ONSITE WR.

STREETLIGHTS:

53-55W LED, 120V, ALUMINUM COBRA  
HEAD FIXTURE W/PHOTO-ELECTRIC CELL.



- |   |                      |
|---|----------------------|
|  | PEDESTAL             |
|  | HAND HOLE            |
|  | STREET LIGHT         |
|  | TRANSFORMER PAD      |
|  | SWITCHGEAR PAD       |
|  | PULL BOX             |
|  | EXISTING ONCOR POLE  |
|  | PROPOSED ONCOR POLE  |
|  | DOWNGUY              |
|  | OVERHEAD TRANSFORMER |

PRIMARY CONDUIT	SIZE	SECONDARY CONDUIT
	1 IN.	
	2 IN.	
	3 IN.	
	4 IN.	
	6 IN.	
EASEMENT LINE		PHASE DIVISION

ONCOR ELECTRIC DELIVERY  
DISTRIBUTION PROJECT MANAGEMENT AND DESIGN SERVICES

PROJ. NAME : RRK:MANOR: PALOMINO  
LOCATION : FM 973 - MANOR  
PROJ. MGR. : JIM RUMNOW  
DESIGNER : RYAN RANGEL  
W/R # : 3526562  
PLOT SCALE : NTS  
DATE: 05/05/2022





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the appointment of the Planning and Zoning Commission Member for Place No. 7 to fill an unexpired term.

**BACKGROUND/SUMMARY:**

Place 7 is an ETJ position on the Planning and Zoning Commission and was held by LaKesha Small. Chairperson Small resigned from the Commission and the City Council accepted her resignation and declared a vacancy at their December 6<sup>th</sup> meeting.

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

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council appoint an applicant to fill the unexpired term for Place No. 7 expiring on January 1, 2025.

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



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the appointments of the Planning and Zoning Commission Members for Place No. 2; Place No. 4; and Place No. 6.

**BACKGROUND/SUMMARY:**

Terms for the Planning and Zoning Commission are for two years. Places 2, 4, and 6 are expiring on January 1, 2024. The current Commissioners in those places have requested to be re-appointed.

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

**STAFF RECOMMENDATION:**

The city staff recommends that the Planning and Zoning Commission appoint Planning and Zoning Commissioners to Place 2, Place 4, and Place 6 with terms expiring on January 1, 2026.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Ryan Phipps, Chief of Police  
**DEPARTMENT:** Police

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on entering into a financing agreement for the purchase of Motorola Radio Equipment for the Police Department.

### BACKGROUND/SUMMARY:

The Manor Police Department emergency radio communications is contracted with the Travis County Sheriff's Office and all agencies in Travis County operate on a radio system called GATRRS (Greater Austin Travis Regional Radio System). GATRRS has mandated a change to the system that fully encrypts the digital data going in and out of the radios. This change requires radio equipment to be compatible with encryption, which most of our current radios are not. This upgrade is forcing all agencies on the system to upgrade their radio systems. The radios we currently own that have the ability to be programmed will get the update but face the end-of-life date by Motorola in the coming year(s) and would require us to replace those units.

The date Travis County decides to change to the fully encrypted update, our radios will no longer work on the system, leaving our officers unable to communicate with our dispatchers.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:** YES, 1<sup>st</sup> year \$165,000, then yearly budgeted payment of \$173,729.11 over 5 years  
**PRESENTATION:** No  
**ATTACHMENTS:** No

- Quote
- Lease Fact Sheet

### STAFF RECOMMENDATION:

The City staff recommends that the City Council approve the contract with Motorola Solutions for the replacement of the Police Department's emergency radio system, financed over 5 years; and authorize the City Manager to execute the contract.

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

Billing Address:  
MANOR POLICE DEPARTMENT  
105 E EGGLESTON ST  
MANOR, TX 78653  
US

Quote Date:11/10/2023  
Expiration Date:02/08/2024  
Quote Created By:  
Ike Eastman  
Ike.Eastman@  
motorolasolutions.com

End Customer:  
MANOR POLICE DEPARTMENT  
Contract: 17212 - CITY OF AUSTIN (TX)

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT SINGLE BAND					
1	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	52		\$6,641.00	\$4,515.88	\$234,825.76
1a	QA00569AP	ADD: 7/800MHZ BAND	52		\$0.00	\$0.00	\$0.00
1b	BD00001AA	ADD: CORE BUNDLE	52		\$3,106.00	\$2,112.08	\$109,828.16
1c	H499KC	ENH: SUBMERSIBLE (DELTA T)	52		Included	Included	Included
1d	H38DA	ADD: SMARTZONE OPERATION	52		Included	Included	Included
1e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	52		Included	Included	Included
1f	Q361CD	ADD: P25 9600 BAUD TRUNKING	52		Included	Included	Included
1g	QA09028AA	ADD: VIQI VC RADIO OPERATION	52		Included	Included	Included
1h	QA03399AK	ADD: ENHANCED DATA	52		Included	Included	Included
1i	Q387CB	ADD: MULTICAST VOTING SCAN	52		Included	Included	Included
1j	QA00580BA	ADD: TDMA OPERATION	52		Included	Included	Included
1k	QA09001AM	ADD: WIFI CAPABILITY	52		Included	Included	Included



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1l	BD00010AA	ADD: SECURITY BUNDLE	52		\$1,023.00	\$695.64	\$36,173.28
1m	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	52		Included	Included	Included
1n	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	52		Included	Included	Included
1o	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	52		Included	Included	Included
1p	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	52		Included	Included	Included
1q	BD00015AA	ADD: OPERATIONAL BUNDLE	52		\$207.00	\$140.76	\$7,319.52
1r	QA01843AR	ADD: MANDOWN OPERATION	52		Included	Included	Included
1s	QA00631AL	ADD: DVRS PSU ACTIVATION	52		Included	Included	Included
1t	QA09113AA	ADD: BASELINE RELEASE SW	52		\$0.00	\$0.00	\$0.00
1u	QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA	52		\$0.00	\$0.00	\$0.00
1v	QA08510AA	ALT: BATTERY LI-ION IMPRES 2 IP68 5650T	52		\$193.60	\$131.65	\$6,845.80
1w	Q698AE	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	52		\$0.00	\$0.00	\$0.00
1x	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO+	52		-\$300.00	-\$300.00	-\$15,600.00
1y	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	52		\$0.00	\$0.00	\$0.00
1z	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	52		-\$32.04	-\$32.04	-\$1,666.08
1aa	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	52		\$0.00	\$0.00	\$0.00





Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1ab	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	52		\$6.00	\$4.08	\$212.16
2	NNTN9089A	BATTERY PACK,IMPRES GEN2, LIION, IP68, 5850T	52		\$290.40	\$217.80	\$11,325.60
3	SSV01P01407B	SMARTPROGRAMMING PROMO+	52	1 YEAR	\$75.00	\$75.00	\$3,900.00
4	SSV01P01406A	SMARTCONNECT PROMO+	52	1 YEAR	\$75.00	\$75.00	\$3,900.00
5	SSV01P01476A	SMARTLOCATE PROMO+	52	1 YEAR	\$75.00	\$75.00	\$3,900.00
6	SSV01P01902A	SMARTMAPPING PROMO+	52	1 YEAR	\$75.00	\$75.00	\$3,900.00
7	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	52	1 YEAR	\$0.00	\$0.00	\$0.00
8	LSV01S03446A	APX NEXT DMS ESSENTIAL	52	5 YEARS	\$384.60	\$384.60	\$19,999.20
9	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	52	1 YEAR	\$32.04	\$32.04	\$1,666.08
10	LSV01S03082A	RADIOCENTRAL PROGRAMMING	52	4 YEARS	\$128.16	\$128.16	\$6,664.32
11	SSV01S01407A	SMARTPROGRAMMING	52	5 YEARS	\$720.00	\$720.00	\$37,440.00
12	SSV01S01406A	SMARTCONNECT	52	5 YEARS	\$720.00	\$720.00	\$37,440.00
13	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
14	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
15	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
16	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	41		\$3,383.12	\$2,300.52	\$94,321.32
16a	GA09008AA	ADD: GROUP SERVICES	41		\$165.00	\$112.20	\$4,600.20
16b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	41		\$6.00	\$4.08	\$167.28







Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
16c	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	41		\$879.00	\$597.72	\$24,506.52
16d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	41		\$480.00	\$480.00	\$19,680.00
16e	G996AS	ENH: OVER THE AIR PROVISIONING	41		\$110.00	\$74.80	\$3,066.80
16f	GA00580AA	ADD: TDMA OPERATION	41		\$495.00	\$336.60	\$13,800.60
16g	G66BJ	ADD: DASH MOUNT E5 APXM	41		\$138.00	\$93.84	\$3,847.44
16h	G51AU	ENH: SMARTZONE OPERATION APX6500	41		\$1,320.00	\$897.60	\$36,801.60
16i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	41		\$0.00	\$0.00	\$0.00
16j	GA09001AA	ADD: WI-FI CAPABILITY	41		\$330.00	\$224.40	\$9,200.40
16k	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	41		\$814.00	\$553.52	\$22,694.32
16l	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	41		\$66.00	\$44.88	\$1,840.08
16m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	41		\$0.00	\$0.00	\$0.00
16n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	41		\$567.00	\$385.56	\$15,807.96
16o	GA01767AG	ADD: RADIO AUTHENTICATION	41		\$110.00	\$74.80	\$3,066.80
16p	GA01670AA	ADD: APX E5 CONTROL HEAD	41		\$717.00	\$487.56	\$19,989.96
16q	W22BA	ADD: STD PALM MICROPHONE APX	41		\$79.00	\$53.72	\$2,202.52
16r	QA09113AB	ADD: BASELINE RELEASE SW	41		\$0.00	\$0.00	\$0.00
16s	GA01630AA	ADD: SMARTCONNECT	41		\$0.00	\$0.00	\$0.00
16t	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	41		\$47.00	\$31.96	\$1,310.36



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
16u	G361AH	ENH: P25 TRUNKING SOFTWARE APX	41		\$330.00	\$224.40	\$9,200.40
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
17	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	5		\$3,383.12	\$2,300.52	\$11,502.60
17a	GA09008AA	ADD: GROUP SERVICES	5		\$165.00	\$112.20	\$561.00
17b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5		\$6.00	\$4.08	\$20.40
17c	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	5		\$879.00	\$597.72	\$2,988.60
17d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	5		\$480.00	\$480.00	\$2,400.00
17e	G996AS	ENH: OVER THE AIR PROVISIONING	5		\$110.00	\$74.80	\$374.00
17f	G72AD	ADD: APX O3 HANDHELD CH	5		\$1,041.00	\$707.88	\$3,539.40
17g	GA00580AA	ADD: TDMA OPERATION	5		\$495.00	\$336.60	\$1,683.00
17h	G51AU	ENH: SMARTZONE OPERATION APX6500	5		\$1,320.00	\$897.60	\$4,488.00
17i	G67DR	ADD: REMOTE MOUNT O3 APXM	5		\$327.00	\$222.36	\$1,111.80
17j	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	5		\$0.00	\$0.00	\$0.00
17k	GA09001AA	ADD: WI-FI CAPABILITY	5		\$330.00	\$224.40	\$1,122.00
17l	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	5		\$814.00	\$553.52	\$2,767.60
17m	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5		\$66.00	\$44.88	\$224.40
17n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5		\$0.00	\$0.00	\$0.00
17o	G806BL	ENH: ASTRO DIGITAL CAI OP APX	5		\$567.00	\$385.56	\$1,927.80



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
17p	GA01767AG	ADD: RADIO AUTHENTICATION	5		\$110.00	\$74.80	\$374.00
17q	QA09113AB	ADD: BASELINE RELEASE SW	5		\$0.00	\$0.00	\$0.00
17r	GA01630AA	ADD: SMARTCONNECT	5		\$0.00	\$0.00	\$0.00
17s	QA08865AB	ADD: TELEPHONE HANDSET WITHOUT KEYPAD	5		\$189.00	\$128.52	\$642.60
17t	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	5		\$47.00	\$31.96	\$159.80
17u	G361AH	ENH: P25 TRUNKING SOFTWARE APX	5		\$330.00	\$224.40	\$1,122.00
18	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	52		\$169.56	\$127.17	\$6,612.84
19	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	2		\$1,420.20	\$1,065.15	\$2,130.30
20	PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	52		\$486.00	\$364.50	\$18,954.00
	APX™ Radio Management	RADIO MANAGEMENT					
21	T7914A	RADIO MANAGEMENT ONLINE	1		\$0.00	\$0.00	\$0.00
21a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	98		\$110.00	\$82.50	\$8,085.00
	FLASHport Series	APX6000FLASHPORT					
22	T7665A	TDMA	1		\$0.00	\$0.00	\$0.00
22a	Q498BA	ENH: ASTRO 25 OTAR W/ MULTIKEY	13		\$936.00	\$702.00	\$9,126.00
	After Market Encryption Upgrades						
23	T7936A	APX UCM UPGRADE CD	1		\$57.50	\$43.13	\$43.13



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
23a	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	13		\$696.00	\$522.00	\$6,786.00
After Market Encryption Upgrades							
24	T7936A	APX UCM UPGRADE CD	1		\$57.50	\$43.13	\$43.13
24a	CA00840AK	ADD:DES,DES-XL,DES-OFB	13		\$758.00	\$568.50	\$7,390.50
Grand Total					\$890,358.26(USD)		

### Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$1,143,954.88	\$792,814.58
Year 2 Subscription Fee	\$20,641.92	\$20,641.92
Year 3 Subscription Fee	\$20,641.92	\$20,641.92
Year 4 Subscription Fee	\$20,641.92	\$20,641.92
Year 5 Subscription Fee	\$20,641.92	\$20,641.92
Year 6 Subscription Fee	\$14,976.00	\$14,976.00
Grand Total System Price	\$1,241,498.56	\$890,358.26

### Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.





Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_ ) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

- **Any associated promotions for SmartConnect, SmartProgramming, SmartMessaging, SmartMapping, SmartLocate, ViQi Virtual Partner, RadioCentral or CommandCentral Aware are valid only for orders placed on or before December 31, 2023. A new quote is required if the order is placed beyond this date.**
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



## APX NEXT RADIO SOLUTIONS

### Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

### Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

### SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

### SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband





network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

### **SmartProgramming**

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

### **SmartMapping**

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.





8/7/23

City of Manor  
402 Parson Street  
Manor TX 78653

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25495 are valid for contracts that are executed and returned to Motorola on or before December 24 2023. After 12/24/23, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Bill Stancik / 44th Floor  
500 W. Monroe  
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC  
Bill Stancik

# LEASE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address \_\_\_\_\_  
 \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Phone: \_\_\_\_\_
2. Lessee County Location: \_\_\_\_\_
3. Federal Tax I.D. Number \_\_\_\_\_
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: \_\_\_\_\_
5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

**Appropriate Contact for Documentation / System Acceptance Follow-up:**

6. Appropriate Contact & Mailing Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_
7. Payment remit to address: **Motorola Credit Corp.**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you

# EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 25495**

**LESSEE:**

City of Manor  
402 Parson Street  
Manor TX 78653

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement does not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security

interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,



purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 23rd day of December, 2023.

**LESSEE:**

City of Manor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

Printed Name: Uygar Gazioglu

Title: Treasurer

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
 (Printed Name of Secretary/Clerk )  
 appointed and acting Secretary or Clerk of City of Manor, an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25495**, between City of Manor and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal City of Manor, hereto this \_\_\_\_\_ day of December, 2023.

By: \_\_\_\_\_ **SEAL**

(Signature of Secretary/Clerk)

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement # 25495 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
 Attorney for City of Manor

## SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

**Schedule A                      25495**  
**Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25495** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Manor ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
<b>Equipment Location:</b>	

**Initial Term: 60 Months**

**Commencement Date: 1/1/2024**

**First Payment Due Date: 1/1/2025**

**5 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Manor (Schedule B)						
Compound Period:			Monthly			
Nominal Annual Rate:			6.150%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	1/1/2024	\$ 725,356.26	1		
2	Lease Payment	1/1/2025	\$ 173,729.11	5	Annual	1/1/2029
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	1/1/2024				\$725,356.26	
1	1/1/2025	\$ 173,729.11	\$ 45,889.45	\$127,839.66	\$597,516.60	
2	1/1/2026	\$ 173,729.11	\$ 37,801.71	\$135,927.40	\$461,589.20	
3	1/1/2027	\$ 173,729.11	\$ 29,202.31	\$144,526.80	\$317,062.40	
4	1/1/2028	\$ 173,729.11	\$ 20,058.86	\$153,670.25	\$163,392.15	
5	1/1/2029	\$ 173,729.11	\$ 10,336.96	\$163,392.15	\$ -	
Grand Totals		\$ 868,645.55	\$ 143,289.29	\$725,356.26		

Sales price           \$890,358.26  
 Down payment       \$165,000.00  
 Lease 25495         \$725,356.26

INITIAL INSURANCE REQUIREMENT:                   \$725,729.11

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

## EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25495** to that Equipment Lease Purchase Agreement number **25495** will be maintained by the City of Manor as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of **local** insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25495** , City of Manor, hereby certifies that following coverage are or will be in full force and effect:

<b>Type</b>	<b>Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Policy Number</b>
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 25495 to that Equipment Lease Purchase Agreement number 25495 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25495 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self-insured, contact Motorola representative for template of self-insurance letter.**

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Manor**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?



## EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25495

Lease Schedule A No. : 25495

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25495. See Schedule A for a detailed Equipment List.

LESSEE: City of Manor

By: \_\_\_\_\_

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

**CERTIFIED LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the City of Manor Lease No. 25495) held on **(Insert Date)** December \_\_\_\_\_ 2023, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Manor (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

**Part I Reporting Authority**

If Amended Return, check here ►

<b>1</b> Issuer's name City of Manor		<b>2</b> Issuer's employer identification number (EIN)
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		<b>3b</b> Telephone number of other person shown on 3a
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address) 402 Parson Street	Room/suite	<b>5</b> Report number (For IRS Use Only) 3
<b>6</b> City, town, or post office, state, and ZIP code Manor TX 78653		<b>7</b> Date of issue 1/1/24
<b>8</b> Name of issue Equipment Lease-Purchase Agreement 25495		<b>9</b> CUSIP number None
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		<b>10b</b> Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

<b>11</b> Education	<b>11</b>		
<b>12</b> Health and hospital	<b>12</b>		
<b>13</b> Transportation	<b>13</b>		
<b>14</b> Public safety	<b>14</b>	725,729.11	
<b>15</b> Environment (including sewage bonds)	<b>15</b>		
<b>16</b> Housing	<b>16</b>		
<b>17</b> Utilities	<b>17</b>		
<b>18</b> Other. Describe ►	<b>18</b>		
<b>19a</b> If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
<b>b</b> If bonds are BANs, check only box 19b		<input type="checkbox"/>	
<b>20</b> If bonds are in the form of a lease or installment sale, check box		<input checked="" type="checkbox"/>	

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	1/1/29	725,729.11	725,729.11	5 years	6.15 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)** N/A

<b>22</b> Proceeds used for accrued interest	<b>22</b>		
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b))	<b>23</b>		
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount)	<b>24</b>		
<b>25</b> Proceeds used for credit enhancement	<b>25</b>		
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund	<b>26</b>		
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V	<b>27</b>		
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V	<b>28</b>		
<b>29</b> Total (add lines 24 through 28)	<b>29</b>		
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	<b>30</b>		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds. N/A

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
<b>34</b> Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Page **2****Part VI Miscellaneous**

- |            |  |  |
|------------|--|--|
| <b>35</b>  |  |  |
| <b>36a</b> |  |  |
| <b>37</b>  |  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ..... ▶
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) \_\_\_\_\_

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

**Signature and Consent**

Signature of Authorized Representative

Date

Title



Paid Preparer Signature





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Pauline M. Gray, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a change order to the construction contract for the FY2022 Capital Metro Pavement Improvements project.

### BACKGROUND/SUMMARY:

The project improvements consist of street reconstruction and resurfacing including excavation, subgrade preparation, flexible base, mill and overlay, and hot mix asphalt concrete in selected areas. The project included a base bid as well as an alternate bid item. Some of the roads included in the project have deteriorated since the project was bid due to the extensive drought that Central Texas has been in and extreme summer heat. Due to the current state of some of the roadways, mill, and overlay is not a viable option to "fix" some of the streets. The change order proposes to reconstruct the roads in lieu of conducting mill and overlay. Full depth repair is more expensive, however, it will provide the most efficient way to use City and Cap Metro allocated funds for street repairs.

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

- Change Order No. 1
- Change Order Calculations
- Change Order Exhibit

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Change Order No. 1 for the FY2022 Capital Metro Paving Project in the amount of \$339,722.10.

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

**CHANGE ORDER**

ORDER NO.: 1  
DATE: December 20, 2023  
AGREEMENT DATE: August 2, 2023

NAME OF PROJECT: FY2022 Capital Metro Paving Improvements

OWNER: City of Manor

CONTRACTOR: Smith Paving, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:


- Item No. 1 – Remove bid item 61 – 2” HMAC Overlay (Carrie Manor between Lexington and Bastrop)  
– 3282 SY @ \$15.75/SY
- Item No. 2 – Remove bid item 62 – Milling asphaltic pavement(Carrie Manor between Lexington and Bastrop - 3282 SY @ \$7.00/SY
- Item No. 3 – Add item CO1.1 – excavate 10”, add 8” black base, 2” HMAC (Carrie Manor between Burnet and Lexington) – 965 SY @ \$225/SY
- Item No. 4 – Remove bid item 67 – Milling asphalt pavement (North San Marcos between Parsons and Eggleston) – 1705 SY @ \$7.00/SY
- Item No. 5 – Add item CO1.2 – 6” subgrade preparation (North San Marcos between Parsons and Eggleston) – 2335 SY @ \$4.00/SY
- Item No. 6 – Add item CO1.3 – Excavation of existing street (North San Marcos between Parsons and Eggleston - 845 CY @ \$22.00/SY
- Item No, 7 – Add item CO1.4 – 12” Flexible base (North San Marcos between Parsons and Eggleston)  
– 2335 SY @ \$16.60/SY
- Item No. 8 – Remove bid item 71 – 2” HMAC (South San Marcos between Burton and Brenham) –  
102/ SY @ \$15.75/SY
- Item No. 9 – Remove bid item 72 – Milling Asphaltic Pavement (South San Marcos between Burton and Brenham) – 1028 SY @ \$7.00/SY
- Item No. 10 – Add item CO1.5 – Excavate 10”, 8” black base, 2” HMAC ((South San Marcos between Burton and Brenham) 475 SY @ \$225.00/SY
- Item No. 11 – Add item CO1.6 – level up prior to mill and overlay on Burnet between US 290 and Murray – 100 tons of level up @ \$205.00/ton



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

2. Change to CONTRACT PRICE:  
 Original CONTRACT PRICE: \$1,033,072.10  
 Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$0  
 The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$339,722.10  
 New CONTRACT PRICE including this CHANGE ORDER will be: \$1,372,794.20
3. Change to CONTRACT TIME:  
 No change to contract time.

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

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

Ordered by: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Owner City of Manor

Accepted by: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Contractor

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

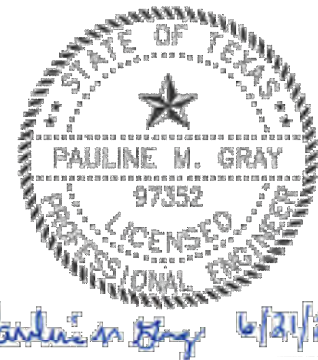


G:\15451\Civil 3D\Production Drawings\Street & Storm Plans\15451\_C1305 KEY MAP.dwg Layout: Key Map -- Thursday June 29, 2023, 2:41pm -- Copyright 2023, George Butler Associates, Inc.



2022 CAPITAL METRO PAVING  
IMPROVEMENTS

City of Manor, TX



REVISION

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

KEY MAP

SHEET NUMBER

4 of 23





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Pauline M Gray, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Construction Contract for the Gregg Manor Road Ground Storage Tank & Pressurization Facility Improvements.

### BACKGROUND/SUMMARY:

The project calls for the installation of a 250,000-gallon welded water storage tank, a chlorination system, a water booster pump station, and a hydropneumatic tank. The project will provide more water storage for the City in addition to giving the western portion of the city more consistent water pressure. Alternate Bid A was for adding an additional 250,000-gallon welded steel water storage tank to the site. This second tank will add additional water storage for the City which will be needed as the City continues to grow. It will also allow for one tank to remain in service while maintenance is being conducted on the other tank.

GBA has verified the Contractor's qualifications including references and financials. Based on our findings CC Carlton Industries, Ltd. has extensive experience with water projects and is financially stable.

**LEGAL REVIEW:** Deron Henry, Associate Attorney  
**FISCAL IMPACT:** Funding through 2021 Bond Funds, 2022 Tax Note, Impact Fees, Congressional Funding  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Recommendation of Award
- Bid Tabulation
- Contract

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and award the Construction Contract for the Gregg Manor Road Ground Storage Tank & Pressurization Facility Improvements to CC Carlton Industries, Ltd. in the amount of \$4,479,997.50.

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



**Mailing Address:**  
9601 Amberglen Blvd. #109  
Austin, TX 78729

December 8, 2023

Honorable Dr. Christopher Harvey, Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: Gregg Manor Rd Groundwater Storage Tank & Pressurization Facility Improvements  
Letter of Award Recommendation

Dear Mayor Harvey:

Bids were publicly opened and read on November 14, 2023, for the above-referenced project. As reflected in the attached Bid Tabulation, two (2) bids were received. The lowest bidder was CC Carlton Industries, Ltd.

Following consultation with City Staff, the Base Bid and Alternate Bid A were determined to be within a fundable range.

Following our review of the contractor qualification information provided, we can therefore recommend the City award a construction contract to CC Carlton Industries, Ltd. in the amount of \$4,479,997.50 for all Base Bid and Alternate Bid work, with final amounts dependent on actual installed quantities.

We have prepared an Agreement for signature by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within one hundred and thirty-five (135) calendar days, excluding any justified delays.

Please let us know if you have any questions in this regard.

Sincerely,

Pauline M. Gray, P.E.

PMG/s

Attachments

PN: 15110.00

Bid Tabulation

Bid Date: November 14th, 2023

Project: Gregg Manor Road Groundwater Storage Tank & Pressurization Facility Improvements  
Checked By: Tyler Shows EIT

Base Bid				Austin Engineering Co., Inc.		C. C. Carlton Industries, LTD	
Item No.	Description	Units	Quantity	Unit Cost	Cost	Unit Cost	Cost
1	Mobilization	LS	1	\$195,000.00	\$195,000.00	\$162,000.00	\$162,000.00
2	Silt Fence Complete and in place	LF	775	\$5.00	\$3,875.00	\$5.50	\$4,262.50
3	Stabilized Construction Entrance complete and in place	EA	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
4	Rock Berm complete and in place	EA	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
5	Concrete Washout Station complete and in place	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
6	Sidewalk	LF	175	\$25.00	\$4,375.00	\$35.00	\$6,125.00
7	8' Tall Fence Crete fencing (including gates)	LF	730	\$175.00	\$127,750.00	\$210.00	\$153,300.00
8	Gravel Ground Cover	SY	2960	\$12.00	\$35,520.00	\$15.00	\$44,400.00
9	Sitework (including subgrade prep)	LS	1	\$85,000.00	\$85,000.00	\$80,500.00	\$80,500.00
10	Yard Piping	LS	1	\$595,000.00	\$595,000.00	\$249,000.00	\$249,000.00
11	Trench Safety	LS	1	\$3,000.00	\$3,000.00	\$1,850.00	\$1,850.00
12	Water Booster Station Pumps	EA	3	\$22,000.00	\$66,000.00	\$115,000.00	\$345,000.00
13	Electrical and Controls	LS	1	\$500,000.00	\$500,000.00	\$562,000.00	\$562,000.00
14	Telemetry(SCADA) Allowance	LS	1	\$82,000.00	\$82,000.00	\$82,000.00	\$82,000.00
15	Electrical Service	LS	1	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00
16	250 KW Genset with ATS	LS	1	\$110,000.00	\$110,000.00	\$141,000.00	\$141,000.00
17	Base Foundation for Genset	SY	20	\$625.00	\$12,500.00	\$660.00	\$13,200.00
18	Concrete Slab for Genset	SY	20	\$135.00	\$2,700.00	\$410.00	\$8,200.00
19	Pump Building with MCC (including concrete slab)	LS	1	\$945,000.00	\$945,000.00	\$285,000.00	\$285,000.00
20	Base Foundation for Pump Building	SY	170	\$625.00	\$106,250.00	\$535.00	\$90,950.00
21	Hoisting System	LS	1	\$32,500.00	\$32,500.00	\$79,850.00	\$79,850.00
22	Chlorination Building	LS	1	\$60,000.00	\$60,000.00	\$36,200.00	\$36,200.00
23	Access Drive and Parking	SY	285	\$115.00	\$32,775.00	\$175.00	\$49,875.00
24	Ribbon Curb	LF	338	\$32.00	\$10,816.00	\$35.00	\$11,830.00
25	10,000- gallon Hydrotank including all piping, fittings, accessories, electrical controls and wiring and all appurtenances complete and in place	LS	1	\$123,000.00	\$123,000.00	\$94,750.00	\$94,750.00
26	Hydrotank base foundation	SY	30	\$625.00	\$18,750.00	\$375.00	\$11,250.00
27	Hydrotank concrete slab	SY	22	\$325.00	\$7,150.00	\$1,850.00	\$40,700.00
28	Chlorination System	LS	1	\$85,000.00	\$85,000.00	\$158,000.00	\$158,000.00
29	250,000 Welded GST including foundation, coatings, site work, valves, control valves and piping, complete and in place	LS	1	\$650,000.00	\$650,000.00	\$755,000.00	\$755,000.00
30	Transformer Pad	EA	1	\$10,000.00	\$10,000.00	\$18,500.00	\$18,500.00
31	16" Gate Valve	EA	3	\$9,500.00	\$28,500.00	\$15,500.00	\$46,500.00
32	Concrete Valve Vault	EA	1	\$45,000.00	\$45,000.00	\$89,000.00	\$89,000.00
33	Connection to Existing waterline	EA	2	\$25,000.00	\$50,000.00	\$11,950.00	\$23,900.00
Base Bid Total =					\$4,043,961.00		\$3,661,142.50
Alternate Bid A							
Item No.	Description	Units	Estimated Quantity	Unit Cost	Cost	Unit Cost	Cost
A-1	Additional 250,000-gallon welded steel GST (Proposed second tank)	LS	1	\$650,000.00	\$650,000.00	\$770,000.00	\$770,000.00
A-2	Sidewalk	LF	15	\$40.00	\$600.00	\$122.00	\$1,830.00
A-3	Clear and Grub (Area for Second tank site)	AC	0.05	\$10,000.00	\$500.00	\$18,500.00	\$925.00
A-4	16" Waterline (ductile Iron)	LF	78	\$425.00	\$33,150.00	\$280.00	\$21,840.00
A-5	12" Waterline (ductile iron)	LF	10	\$225.00	\$2,250.00	\$301.00	\$3,010.00
A-6	16" Gate Valve	EA	1	\$9,500.00	\$9,500.00	\$15,500.00	\$15,500.00
A-7	12" Gate Valve	EA	1	\$4,800.00	\$4,800.00	\$5,750.00	\$5,750.00
					\$700,800.00		\$818,855.00
Grand Total =					\$4,744,761.00		\$4,479,997.50

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

**THIS AGREEMENT** is made and entered into on this 20th day of the month of December, 2023, by and between the **City of Manor, Texas**, a home-rule city and municipal corporation with principal offices located at 105 E. Eggleston St., Manor, Texas, Travis County, Texas, (hereinafter referred to as "**Owner**" or the "**City**"), and CC Carlton Industries, Ltd. hereinafter referred to as "**Contractor**").

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees to commence and complete the following Project: **GREGG MANOR ROAD GROUND STORAGE TANK & PRESSURIZATION FACILITY IMPROVEMENTS** (hereinafter, the "**Project**"), consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete the **Project** together with any and all extra work as described in the drawings, maps, plans, and specifications, in accordance with Instructions to Bidders, the Notices to Bidders, the General Conditions, the Special Conditions, the Bid Proposal, technical specifications, maps and plans, Performance bond, Payment bond, and other drawings and printed or written explanatory matter thereof, and the addenda thereof, all as approved by the Owner, all of which are made a part hereof, incorporated into this Agreement, and collectively evidence and constitute the entire contract (the "**Contract Documents**").

Contractor hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by Owner, and Contractor hereby agrees to complete all work within **FOUR HUNDRED AND FORTY-FIVE (445)** calendar days, and if chosen, **AN ADDITIONAL NINETY (90)** calendar days for completion of Alternate Bid A as detailed in the Contract Documents, after the date contained in the Notice to Proceed.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

Owner agrees to pay Contractor from available funds for satisfactory performance of this Agreement the price or prices as shown in the Bid Proposal submitted by the Contractor for the Project, which forms a part of this contract and has been approved by the Owner, in the total amount of **\$4,479,997.50 (four million four hundred seventy-nine thousand nine hundred ninety-seven doallars and fifty cents)** subject to proper additions and deductions (the "**Contract Amount**"), all as provided in the General Conditions and Special Conditions of the Contract Documents, and Owner agrees to make payments on account thereof as provided therein. Lack of funds shall render this Agreement null and void to the extent funds are not available.

Contractor agrees that time is of the essence in this Agreement and for each calendar day of delay beyond the time established for completion of the work specified in the Contract Documents the Owner may withhold from Contractor's compensation the sum of One Thousand Dollars (\$1000.00) as stipulated damages for the delay.



Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this 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.

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, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing

business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

**IN WITNESS WHEREOF**, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below.

OWNER

CONTRACTOR

By: \_\_\_\_\_  
Mayor, City of Manor, Texas

By: \_\_\_\_\_

Printed Name: Dr. Christopher Harvey

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**ATTEST:**

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary City of Manor, Texas



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Pauline Gray, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an amendment to Statement of Work No. 18 for the 2022 CIP Update.

### BACKGROUND/SUMMARY:

This amendment is for additional engineering work required for the creation of a Roadway Impact Fee for the City of Manor. Work has been completed on the water and wastewater impact fees and the Council approved the fees in July 2023. After the water and wastewater impact fees were updated, the focus turned to creating a new Roadway Impact Fee for the City. This process has taken longer than expected with the Advisory Committee asking for additional revisions and information for the Roadway Impact fee, additional work is required.

**LEGAL REVIEW:** No  
**FISCAL IMPACT:** Yes – Payable with Impact Fees  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Exhibit A, Statement of Work No. 18A

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and award Statement of Work #18A to George Butler Associates, Inc. for the 2022 CIP Update project in the amount of \$6,000.00.

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

**EXHIBIT A****Statement of Work (SOW) No. 18A****TO MASTER SERVICES AGREEMENT**

Statement of Work No. 18A, an amendment to Statement of Work No. 18 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:** 2022 Community Impact Fee (CIF) Program Update. Review current program status and new growth needs with advisory committee. Perform growth projections, land use assumptions, and conduct public hearing/meetings. Develop impact fee capital improvements project list for water, wastewater and roadway facilities, prepare cost estimates with fee-eligible portions, recommend new fee structure and conduct public hearing/meetings. Furnish support documentation and mapping for City files and provide implementation guidelines.

**SCOPE OF SERVICES:****TASK 4: GENERATE CIP WITH REVIEW AND COMMENT FROM AC**

SUBTASK 1: Generate CIP and Review with AC. ENGINEER will revise the CIP elements accordingly to meet the utility and roadway facility service requirements as determined via the updated LUA's and population projections.

SUBTASK 2: Review CIP with AC. ENGINEER will incorporate discussed AC changes in the CIP before presentation to City Council.

SUBTASK 3: CIP Revision. Revise CIP from AC Comments ENGINEER will attend City Council meeting to present revised CIP.

**TASK 5: PRESENT LUA'S AND CIP TO COUNCIL; DISCUSS CIF CALCULATION**

SUBTASK 1: Present CIP to Council and Discuss CIF Calculation. Engineer to present CIP elements and budget and discuss methodologies for CIF calculation and assessment. Information will include survey of local area CIFs for selected municipalities to compare against current, maximum and proposed CIFs.

**TASK 6: RECOMMEND COMMUNITY IMPACT FEE**

SUBTASK 1: Update Ordinance. ENGINEER will revise CIF Ordinance to reflect changes to CIF costs, and maximum assessable CIF.

SUBTASK 2: Recommend CIF. ENGINEER will provide updated CIF Ordinance, including CIF amounts as recommended by the AC to the City Council for consideration.



1500 County Road 269  
Leander, TX 78641

Item 10.

9601 Amberglen Blvd #109  
Austin TX 78729

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Additional meetings and site visits not specifically listed.
2. Any other service not specifically listed.

**COMPENSATION:**

TASK 4 FEE:	\$3,000
TASK 5 FEE:	\$1,000
TASK 6 FEE:	\$2,000

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: \_\_\_\_\_

Dr. Christopher Harvey, Mayor

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

By: 

Date: 12/11/2023

PN: 15312.00

**AGENDA ITEM SUMMARY FORM****PROPOSED MEETING DATE:** December 20, 2023**PREPARED BY:** Tyler Shows, E.I.T.**DEPARTMENT:** City Engineer**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a change order to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project.

**BACKGROUND/SUMMARY:**

The proposed change order includes the cost to remove and replace the electrical slab at the Bell Farms Lift Station, furnish and install the new electrical conduit pathway that is being replaced by the new electrical slab, and bypass pumping associated with this work.

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

- Change Order No. 2
- Memorandum

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve Change Order No. 2 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$115,194.41.

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



## CHANGE ORDER

ORDER NO.: 2  
DATE: 12/20/2023  
AGREEMENT DATE: 2/15/2023

NAME OF PROJECT: Bell Farms and Presidential Glen Lift Station Expansion  
OWNER: City of Manor

CONTRACTOR: JM Pipeline, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1– Add 1 LS Change Order Item C.O. 2-1, Remove and replace the electrical slab at the Bell Farms Lift Station, electrical work associated with the conduit pathway from the pumps to the new slab, and bypass pumping associated with this work. @\$115,194.41/LS = \$115,194.41.

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$1,731,127.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$1,861,308.97.

The CONTRACT PRICE due to this CHANGE ORDER will be **INCREASED** by: \$115,194.41.

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,976,503.38.

3. There will be no change to CONTRACT TIME:

4. Approvals Required:

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

Recommended by: Rebecca Howley, P.E.  
Engineer

Signed: 

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

Signed: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Signed: \_\_\_\_\_



MATERIAL					\$	6,165.00
MISCELLANEOUS MATERIAL/ CONSUMABLES (20% OF MATERIAL)					\$	1,233.00
CARTAGE					\$	-
SALES TAX					\$	-
<b>TOTAL MATERIAL</b>					<b>\$</b>	<b>7,398.00</b>
LABOR COST HOURLY	\$ 43.25	HOURS	40	LABOR SUBTOTAL	\$	1,730.00
LABOR COST OVERTIME HOURLY	\$ 64.88	HOURS	10	OVERTIME SUBTOTAL	\$	648.80
LABOR COST HOURLY	\$ 28.00	HOURS	40	LABOR SUBTOTAL	\$	1,120.00
LABOR COST OVERTIME HOURLY	\$ 42.00	HOURS	10	OVERTIME SUBTOTAL	\$	420.00
LABOR COST HOURLY	\$ 27.00	HOURS	40	LABOR SUBTOTAL	\$	1,080.00
LABOR COST OVERTIME HOURLY	\$ 40.50	HOURS	10	OVERTIME SUBTOTAL	\$	405.00
LABOR COST HOURLY	\$ 17.00	HOURS	40	LABOR SUBTOTAL	\$	680.00
LABOR COST OVERTIME HOURLY	\$ 25.50	HOURS	10	OVERTIME SUBTOTAL	\$	255.00
SUPERVISION (35% OF LABOR)					\$	1,749.58
PROJECT MANAGEMENT (10% OF LABOR)					\$	499.88
PROJECT CLERK (5% OF LABOR)					\$	249.94
PAYROLL TAX AND INSURANCE AT 55%					\$	4,861.01
<b>TOTAL LABOR</b>					<b>\$</b>	<b>13,699.21</b>
SAFETY (2% OF LABOR)					\$	273.98
CLEAN UP (5% OF LABOR)					\$	684.96
WARRANTY (3% OF LABOR)					\$	410.98
PER DIEM	\$ 45.00	PER DAY	25	NUMBER OF DAYS	\$	1,125.00
OVERNIGHT STAY	\$ 68.00	PER DAY	25	NUMBER OF DAYS	\$	1,700.00
PERMIT FEES					\$	-
ENGINEERING FEES					\$	-
FUEL	\$ 3.50	PER GAL	68	NUMBER OF GALLONS	\$	238.00
EQUIPMENT	\$ 945.00	PER DAY	2	NUMBER OF DAYS	\$	1,890.00
SCAFFOLDING/ SHORING	\$ 200.00	PER DAY	0	NUMBER OF DAYS	\$	-
JOBSITE OFFICE	\$ 94.00	PER DAY	0	NUMBER OF DAYS	\$	-
JOB TRUCK	\$ 70.00	PER DAY	5	NUMBER OF DAYS	\$	350.00
<b>TOTAL JOB EXPENSES</b>					<b>\$</b>	<b>6,672.92</b>
COST TOTAL					\$	27,770.13
OVERHEAD					\$	2,777.01
PROFIT					\$	2,777.01
SUBCONTRACTOR					\$	65,883.86
OVERHEAD					\$	6,588.39
PROFIT					\$	6,588.39
BOND					\$	2,809.62
<b>WORK CHANGE SUMMARY TOTAL</b>					<b>\$</b>	<b>115,194.41</b>



Project: 202308 Bell Farms &amp; Pres. Glen

Date: 11-29-2023

TMC Change #: COR-03 Rev 00

Owner: City of Manor

Project Change #: 003

### Change Order Request

Morales Company is pleased to offer change pricing for consideration by the Owner to provide material and labor required to meet changes requested by Owner to provide new conduit paths for equipment at Bell Farms location so that the Equipment slab may be replaced.

We have included scope of:

Furnish and install conduit to replace existing pathways that are being abandoned for a new slab.

	Description	Quantity
1	1 1/4" CONDUIT - EMT	100
2	1" CONDUIT - RMC - GALV	100
3	2" CONDUIT - RMC - GALV	70
4	2" COUPLING - RMC - GALV	2
5	2" ELBOW 90 DEG - RMC - GALV	2
6	2" CONN THRD HUB INSUL W/ GRD LUG - RMC - MALL OR S	20
7	1" LOCKNUT - STEEL	24
8	2" LOCKNUT - STEEL	48
9	1" BUSHING - PLASTIC	12
10	2" BUSHING - PLASTIC	20
11	2" BUSHING GRDG INSUL 150 DEG - STEEL	6
12	1" MEASURE CUT & THREAD LABOR - RMC - GALV	6
13	2" MEASURE CUT & THREAD LABOR - RMC - GALV	10
14	1" CONN THRD HUB INSUL W/ GRD LUG - RMC - ALUM	45
15	1" 2-PC STRUT CLAMP RMC / IMC - STEEL	80
16	2" 2-PC STRUT CLAMP RMC / IMC - STEEL	20
17	1 1/4" 2-PC STRUT CLAMP - EMT - STEEL	20
18	2" 2-PC STRUT CLAMP - EMT - STEEL	20
19	1" CONDUIT - RMC - GALV PVC CTD	100
20	2" CONDUIT - RMC - GALV PVC CTD	30
21	1" COUPLING - RMC - GALV PVC CTD	35
22	2" COUPLING - RMC - GALV PVC CTD	10
23	1" ELBOW 90 DEG - RMC - GALV PVC CTD	20
24	2" ELBOW 90 DEG - RMC - GALV PVC CTD	8
25	1" CONDUIT - PVC40	300
26	2" CONDUIT - PVC40	100
27	1" CONDUIT - PVC80	50
28	1" COUPLING - PVC	20
29	2" COUPLING - PVC	4
30	1" ADAPTER MALE - PVC	10
31	1" ADAPTER FEM - PVC	35
32	2" ADAPTER FEM - PVC	18
33	1" 2-PC STRUT CLAMP - SIS	40
34	2" 2-PC STRUT CLAMP - SIS	20
35	24x 24x 8" BOX CONT IING - NEMA 4X	1
36	1 5/8x 1 5/8x 12G STRUT SLOTTED HOLE GALV	20
37	6x 6x 3 1/2" POST BASE - SQUARE MNT 1-1 5/8x 1 5/8" STRUT	7
38	1 5/8x 1 5/8x xxG CHANNEL - SIS	150
39	CONCRETE 2500 LB (CU YARD)	10
40	REBAR CAGE	1
41	MISC HARDWARE	1
42	MISC MATERIAL	1
43	EYS SEAL OFF	8
44	2123 MIX	6
	Totals	1,607

PO Box 1113  
Georgetown, Texas 78626  
Phone: 254-793-4344

401 SH 130  
Georgetown, Texas 78626  
Fax: 254-793-3044

Final Pricing	Calculated (%)	Calculated (\$)
Database Material (Extension)		13,326.08
Quoted Material (Extension)		3,011.90
Material Total		16,338.58
Direct Labor		14,803.70
Incidental Labor		190.00
Indirect Labor		2,894.60
Labor Total		17,888.30
General Expenses		490.16
Equipment		2,106.76
Total Cost		36,823.79
Adjustment Overhead	7.000	2,577.67
Total Overhead	7.000	2,577.67
Adjustment Markup	13.000	5,122.19
Total Markup	13.000	5,122.19
Performance/Payment Bonds	2.500	1,113.09
Selling Price		45,636.74
Final Price		45,636.74

**Items Excluded:**

Any scope not specifically stated above.

Temporary power infrastructure.

Heat tracing and/or piping insulation

Lighting Protection-None Shown

Ground Counterpoise at Electrical Shelter

Saw cutting, asphalt/concrete road/sidewalk patching, or demolition/removal/replacement thereof.

Metal superstructures (canopies-switch racks), and/or pipe bollards for electrical equipment.

Utility/Telephone company connection fees/charges (either permanent or temporary).

Providing control panels.

Traffic bollards.

All formed concrete, pole (drilled pier) bases, pads, slabs, for electrical / I&C equipment.

Any instruments or devices not specifically included above.

T. Morales Company will not indemnify either the Prime Contractor, their Principals, the Engineer, nor the Owner from acts of their own negligence.

Total cost for the additional work associated with this change is **\$45,637.00**.

**Extension in Time Request:**

Submittals and approvals: Submittal provided for Bell Farms to be utilized.

Lead time for procurement: 12 weeks.

Approx time for installation: 2 weeks.

Change Initiated By: Owner

Change Prepared By: Steve Pascuzzi TMC

Change Delivered To: Ed Albrecht/JM Utility

Response Rqst'd By: ASAP

Carbon Copy To: None

PO Box 1113  
Georgetown, Texas 78626  
Phone: 254-793-4344

401 SH 130  
Georgetown, Texas 78626  
Fax: 254-793-3044



# 227716951

Customer # : 3789207  
 Quote Date : 11/30/23  
 Estimated Out : 12/01/23 10:00 AM  
 Estimated In : 12/29/23 10:00 AM  
 UR Job Loc : 12905 RING DR, MANOR  
 UR Job # : 26  
 Customer Job ID:  
 P.O. # :  
 Ordered By : ED ALBRECHT  
 Written By : KEVIN DOAN  
 Salesperson : KEVIN DOAN

**Job Site**  
 BELL LIFT STATION  
 12905 RING DR  
 MANOR TX 78653  
 Office: 830-953-1010

JM PIPELINE LLC  
 PO BOX 8614  
 HORSESHOE BAY TX 78657-8614

**This is not an invoice  
 Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	5202003	PUMP 6" VAC ASSIST - DIESEL		484.58	969.19	2,906.26	2,906.26
1	5202003	PUMP 6" VAC ASSIST - DIESEL		484.58	969.19	2,906.26	2,906.26
1	5202005	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL		484.58	969.19	2,906.26	2,906.26
1	5202005	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL		484.58	969.19	2,906.26	2,906.26
8	538/2930	HOSE 8X20 RUBBER SUCTION - QC		76.65	151.80	455.51	3,644.08
4	537/2930	HOSE 6X20 RUBBER SUCTION - QC		49.76	99.57	295.84	1,183.36
1	536/2920	HOSE 4X20 RUBBER SUCTION - CAMLOCK		48.29	95.17	285.58	285.58
3	545/1140	SUCTION/DISCHARGE MANIFOLD		65.87	131.79	393.99	1,181.97
4	545/1111 STRAINERS	MISC FITTINGS		10.20	18.99	57.07	228.28
4	545/6901	FLOAT SWITCH		12.22	22.97	67.44	269.76

Rental Subtotal: 18,418.07

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	26.248	EACH	26.25
1	TEXAS DIESEL TAX	[TXDSL/MCI]	175.861	EACH	175.86
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000	EACH	99.00

Sales/Misc Subtotal: 301.11

Agreement Subtotal: 18,719.18

Tax: 1,527.68

Estimated Total: 20,246.86

COMMENTS/NOTES:

CONTACT: ED ALBRECHT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

## MEMORANDUM

To: City of Manor  
From: GBA  
Date: 12/11/2023  
Subject: Change Order No.2 for Bell Farms and Presidential Glen Lift Station Expansion

This will cover the necessary change orders that are being requested for the Bell Farms and Presidential Glen Lift Station Expansion.

The electrical slab at the Bell Farms Lift Station is sinking and has excessive evidence of scouring underneath the slab, with the soil underneath the foundation eroding. This slab will need to be removed and replaced. These conditions were unknown at the time of design.

Replacing the electrical slab will require new electrical work to be done from the pumps to the electrical components. This requires new conduits to be furnished and installed to replace the existing electrical pathway with the new electrical components.

Replacing the electrical slab along with the electrical components associated with it, will require bypass pumping to complete the work. Bypass pumping is projected to be needed for a month to complete the slab and all the associated electrical work.

This associated work to replace the electrical slab, electrical components, and the associated bypass pumping will be a change order of \$115,194.41.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Third Amendment to the Development Agreement for the Butler/East Hwy 290 & 13100 N. FM 973 Development.

### BACKGROUND/SUMMARY:

This 3<sup>rd</sup> Amendment updates portions of Exhibit C of the Development Agreement which are the modifications to our code for various lots and portions of the development.

#### **Lot 2A (Home Depot):**

1. Reduces the number required parking spaces to 1:350 and permits display areas in their parking field but limits it to 20% of the parking spaces
  - a. Code is 1:250
  - b. Code does not permit display merchandise in parking fields
2. Allows rear storage area not to be directly screened
  - a. Code requires all storage to be screened
3. Allows them to screen the rear of the property either with a fence or triple the number of evergreen plantings as required
  - a. Code permits either a 6' wall or triple the evergreen plantings as approved by the Development Services Director. They requested it be included in the Development Agreement as well and approved by the City Council that triple the plantings can be used in lieu of a 6' fence.
4. Reduces the minimum number of trees to 1 per 600sf (does not affect the bufferyard plantings)
  - a. Code is 1:300
5. Increases the maximum size of an attached sign to 450 sf
  - a. Code is 225 sf
6. Increases the maximum height of pole lighting to 40'
  - a. Code is 30'
7. Allows for the temporary sale of seasonal products by right
  - a. Code permits the sale of seasonal products by permit
8. Garden center materials can be stacked higher than a screening fence
  - a. Code requires materials be kept below the fence
9. Permits store operations from 6am – 10pm at a minimum
  - a. Code does not restrict hours of operation but they requested it be included in this Development Agreement

**Grocery Store Lot:**

1. Permits internal access drives to not be aligned or they can be offset less than 60' centerline to centerline. This does not apply to access drives that connect to a public roadway.
  - a. Code requires internal drives to align or be offset 60' or more
2. Reduces the minimum number of trees to 1 per 600sf
  - a. Code is 1:300

**Lots 2B, 2C, 2D (Retail Connections):**

1. Reduces horizontal articulation to 4x average height and 75% in a single plane
  - a. Code requires horizontal articulations at a maximum intervals of 3x the average building height and the total length of a façade plane cannot exceed 60%
2. Reduces vertical articulation to 10% of 3x the height of building
  - a. Code requires 15%
3. Increases and modifies the number and location of primary facades subject to articulation standards and provides an exhibit for which facades articulation applies
  - a. Code defines a primary façade as those facing a public ROW, public park, or major drive aisle
4. Reduces the number of required parking spaces to 1:350
  - a. Code requires 1:200
5. Allows rear storage area of building R1-R9 to not be directly screened (screening would be achieved by bufferyard landscaping)
  - a. Code requires all storage to be screened
6. Reduces the minimum number of trees to 1 per 600sf (does not affect bufferyard plantings)
  - a. Code is 1:300
7. Increases the total lumens per net acre to 150,000
  - a. Code is 100,000 per net acre
8. Increases the maximum height of a pole lighting to 40'
  - a. Code is 30'

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

- Third Amendment

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve a Third Amendment to the Development Agreement for the Butler/East Hwy 290 & 13100 N. FM 973 Development.

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



**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**  
**(Butler/East Hwy 290 & 13100 N. FM 973)**

This THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the "Third Amendment"), is entered into as of the 20<sup>th</sup> day of December 2023 (the "Third Amendment Effective Date"), by and among **13100 FM 973, INC.**, a Texas corporation ("Owner") and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City and Owner are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

**RECITALS**

A. WHEREAS, the City, Butler Family Partnership, a Texas limited partnership ("Butler") and Owner entered into that certain Development Agreement dated June 15, 2022 and, that certain First Amendment to Development Agreement dated April 19, 2023, relating to the development and improvement of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-use project, as more particularly described therein.

B. WHEREAS, the portion of the Property owned by Butler and defined as "Parcel A" in the Agreement was conveyed to GCP XXXI, LTD., a Texas limited partnership and GCP XXXII, LTD., a Texas limited partnership (together, "Gencap").

C. WHEREAS, the City, Butler, Gencap and Owner entered into that certain Second Amendment to Development Agreement dated June 7, 2023 (the Development Agreement, as amended as described herein is hereinafter referred to as the "Agreement").

D. WHEREAS, Section 7.6(b) of the Agreement provides that to the extent a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then the Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

E. WHEREAS, Owner is the owner in fee simple of all of the Property, save and except Parcel A which is owned by Gencap.

F. WHEREAS, pursuant to the rights set forth in Section 7.6(b) of the Agreement, the Parties now desire to amend certain provisions of the Agreement with respect to Lot 2A, the Grocery Store Parcel, as depicted in Exhibit B-1 of the Agreement and Lots 2B, 2C, and 2D, as depicted in Exhibit B-1 of the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Third Amendment to the same extent as if set forth herein in full.

2. Exhibit C – Code Modifications. Exhibit "C" to the Agreement is hereby amended as to Lot 2A, the Grocery Store Parcel and Lots 2B, 2C and 2D to incorporate the additional Code Modifications described in Exhibit C attached hereto.

3. Miscellaneous.

(a) Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Third Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Third Amendment conflicts or is inconsistent with the Agreement, the provisions of this Third Amendment shall control.

(b) This Third Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) constitutes a covenant that runs with the Property and is binding on future owners of the Property; and (iii) shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(c) This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

4. No Waiver. Neither City's nor Owner's execution of this Third Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

5. Governing Law. This Third Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

6. Signatory Warranty. The signatories to this Third Amendment warrant that each has the authority to enter into this Third Amendment on behalf of the organization for which such signatory has executed this Third Amendment.

7. Interpretation. This Third Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Third Amendment.

8. Entire Agreement. This Third Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Third Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the

Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Third Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Third Amendment.

10. Severability. If any provision of this Third Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Third Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Third Amendment.

11. Anti-Boycott Verification. To the extent this Third Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel, or (ii) will boycott Israel through the term of this Third Amendment. The terms “boycotts Israel” or “boycott Israel” as used in this paragraph shall have the meanings ascribed to the “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

12. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Third Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

13. Anti-Boycott Verification – Energy Companies. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal or state law; or (B) does business with a company described in the preceding statement in (A).

14. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, firearm accessories; or (b) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

*[Signature page(s) to follow]*

EXECUTED in multiple originals, and in full force and effect as of the Third Amendment Effective Date.

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**Attest:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**Approved as to form:**

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

**OWNER:**

**13100 FM 973, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Edward S. Butler, President

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Edward S. Butler, the President of 13100 FM 973, Inc., a Texas corporation, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

*[Signatures continue on next page.]*



## **Exhibit C**

### **Additional Code Modifications as to Lot 2A**

- **OFF-STREET PARKING REQUIREMENTS (Modifying Code of Ordinances Section 15.02.004)**
  - Minimum Parking Requirements:
    - The minimum parking requirements for Lot 2A are hereby reduced from 1 stall/225 Square Feet to 1 stall/350 Square Feet (**Modifying Code of Ordinances Section 15.02.004a**)
  - Parking Space and Parking Lot Design (Modifying Code of Ordinances Section 15.02.004a (e) (B))
    - Wheel stops and wheel stop curbing in parking areas and parking stalls are not required on Lot 2A EXCEPT for ADA parking stalls.
  - Outdoor display (Section 14.02.049(c)(1))
    - Displayed merchandise can occupy no more than 20% of provided parking spaces.
- **SCREENING REQUIREMENTS (Modifying Code of Ordinances Section 15.03.021 (c) (2))**
  - Screening of outdoor storage is not required on Lot 2A when storage areas are located in the rear of the structure.
- **BUFFERYARD STANDARDS (Modifying Code of Ordinances Section 15.03.023 (5) (A) – (G))**
  - A bufferyard wall is not required on Lot 2A if the provided number of bufferyard plantings are tripled from the code required amount of bufferyard plantings.
- **LANDSCAPING REQUIREMENTS (Modifying Code of Ordinances Section 15.03.005)**
  - Minimum required landscaping on Lot 2A shall be 1 tree per 600 square feet.
- **ON-SITE SIGNS (Modifying Code of Ordinances Section 15.04.018 (3) (F) regarding Attached Signs)**
  - The maximum size of any one attached sign on Lot 2A shall not exceed 450 square feet.
- **SITE LIGHTING FOR LOT 2A**
  - The minimum lighting criteria for Lot 2A shall be as follows:
    - Top of luminary height – 40ft overall height (OAH) measured from finished grade
    - Fixtures – Full cutoff
- **TEMPORARY USES AND STRUCTURES (Modifying Code of Ordinances Section 14.02.048(a)(1))**
  - Lot 2A to be permitted by right the temporary sales of seasonal products common to Home Depot stores.

- **NON-RESIDENTIAL AND MIXED-USE LAND USE CONDITIONS (Modifying Code of Ordinances Section 14.02.019)**
  - Garden Center:
    - Stacked materials on Lot 2A are allowed to exceed the height of any screen fence within or adjacent to the Garden Center.
- **HOURS OF OPERATION**
  - A home improvement store on Lot 2A shall be permitted to operate, at a minimum, from 6 a.m. – 10 p.m.

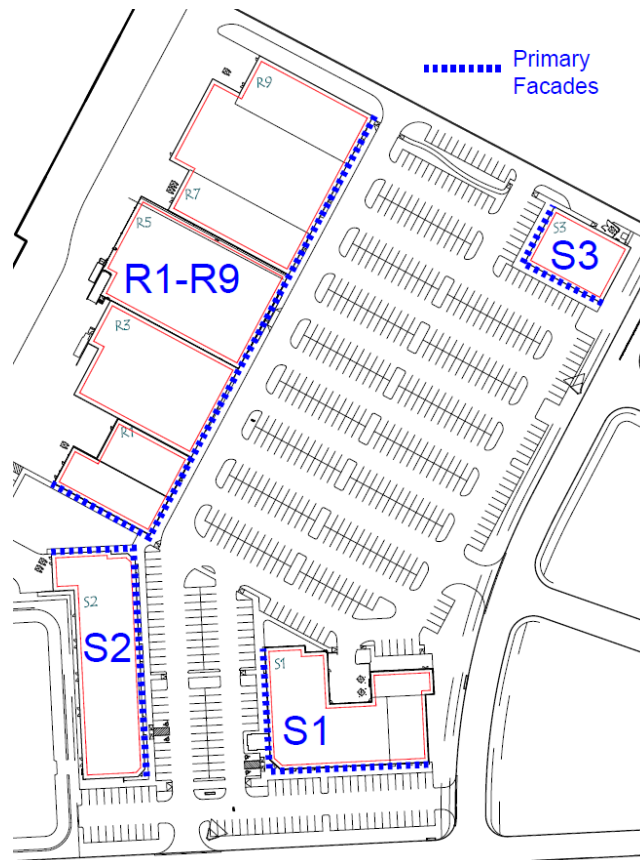
**Additional Code Modifications Applicable solely to Grocery Store Parcel**

- **Internal circulation standards** – Internal access drives do not need to be aligned and can be offset less than 60 feet measured centerline to centerline. This modification does not apply to internal access drives when they are connecting to a public roadway.
- **LANDSCAPING REQUIREMENTS (Modifying Code of Ordinances Section 15.03.005)**
  - Minimum required landscaping on the Grocery Store Parcel shall be 1 tree per 600 square feet.

**Additional Code Modifications applicable as to Lots 2B, 2C, and 2D**

The following articulation standards shall be applicable to Lots 2B, 2C, and 2D buildings S1, S2 and S3 as identified in Site Plan below:

- **Building Horizontal Articulation (14.02.065 (b) 3 (D) (i) (a):** A building facade may not extend for a distance greater than three times its average height without a perpendicular offset of at least ten percent of such building height; and **14.02.065 (b) 3 (D) (i) (b):** The total length of all facade walls in a single plane may not exceed 60 percent of the total facade length.)
  - Primary façade may not extend greater the four times its average height
  - Primary facade shall be allowed a max of 75% in a single plane
- **Building Vertical Articulation (14.02.065 (b) 3 (D) (ii) (a) :** A horizontal wall may not extend for a distance greater than three times its height without a change in elevation of at least 15 percent of such height; and **14.02.065 (b) 3 (D) (ii) (b) :** The total length of all vertical elevation changes in the roofline shall be no less than 20 percent and no more than 40 percent of the total facade length)
  - Primary facades shall provide a minimum vertical articulation of 10% of the average height
- **Primary Façade:**
  - Primary façades for Lot 2B, 2C, and 2D buildings shall be as shown in the site plan below:



- **Off-Street Parking Requirements (15.02.004a; and 15.02.004a (e) (B))**
  - The minimum parking requirements shall be 1 stall/350 Square Feet
- **Screening Requirements (15.03.021 (c) (2))**
  - Screening of outdoor storage is not required when storage areas are located in the rear of the structure or buildings R1 thru R9 (refer site plan above).
- **Landscaping Requirements (15.03.005)**
  - Minimum required landscaping on Lots 2B, 2C, and 2D shall be 1 tree per 600 square feet.
- **Site Lighting (15.05.008) (j):** total outdoor light output of any development project shall not exceed 100,000 lumens per net acre and **15.05.009:** Lighting standards (poles) shall not exceed 30 feet above adjacent grade
  - Total light output shall be 150,000 lumens per net acre
  - Pole luminaires shall have a maximum mounting height of 40'



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

This property is in our ETJ but regulated by the Shadowglen Development Agreement. It is the former temporary location of Compass Rose and at the intersection of N. FM 973 and Shadowglen Trace. When Compass Rose was located on the property, they constructed paved parking and installed drainage, landscaping, and utility services. Once their permanent location was opened, they removed the trailers, but the other improvements remained. The property owner would like to allow food trucks to be located on the property where the school trailers used to be.

Under the Shadowglen Development Agreement, only listed uses are permitted and anything not listed must be approved by the Planning and Zoning Commission and City Council. Specifically stating "(kk) Uses as determined by the Commission and/or the Council which are closely related and similar to those listed and that are not likely to create more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that store and distribute goods and materials, and are in general dependent on raw materials refined elsewhere." When the Shadowglen DA was written, Food Courts were not a part of our zoning code so they weren't considered when compiling the list of permitted uses in Shadowglen. The list of permitted uses is provided in the backup.

Following the requirements for Food Courts within the city limits, this property meets all but 1 of the requirements: they are not permitted within 300' of any property that permits residential use. Additionally, at the Commission's or Council's request, permanent seating, canopies, restrooms, and dumpster enclosures can be required. These are the restrictions within the city limits though and do not strictly apply in this case but can be used as reference when considering the use. The full list of requirements for Food Courts in the city limits is also provided in the backup. For the proximity to residential use, the nearest residential use property line is the Flats at Shadowglen at 292' measuring from where the food trucks would be placed to the residential property line. However, measuring from the area of the food trucks to the residential buildings provides a distance of 532' to the Flats at Shadowglen as well as 492' to the nearest home on Silverstream Lane.

When considering the use, the Commission may:

1. Provide a maximum number of food trucks permissible on the property
  - a. The property owner has requested and shown 6 food trucks
2. Provide the location/area where food trucks may be located on the property
  - a. The property has shown the food trucks located only within the gravel area
3. Provide for the provision of seating, canopies, restrooms, and dumpster enclosures
  - a. The property owner has shown seating and says they'll have portapotties which may be upgraded to larger air-conditioned comfort stations

The Planning and Zoning Commission voted 6-0 to recommend approve with a limit to 5 food trucks and limiting portapotties to 6 months before they are changed to comfort stations.

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

- Letter request
- Dev. Agreement Comm. Permitted Uses
- In-City Food Court regulations
- Proximity to Existing Residential

**STAFF RECOMMENDATION:**

The City Staff recommends that the City Council approve a Food Court Establishment at 13538 N. FM 973 with considerations determined by the City Council for a maximum number of food trucks, location of food trucks, and amenities.

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

---



November 21, 2023

**Scott Moore**  
**City Manager, City of Manor**

**SHADOWGLEN DEVELOPMENT AGREEMENT**  
**MASTER LAND PLAN PERMITTED COMMERCIAL USES**  
**FOOD COURT ESTABLISHMENT SPECIFIC FOR THE SHADOWGLEN TRACE COMMERCIAL**  
**SECTION B FINAL PLAT, LOT 1 BLK B,**

Mr Moore,

Please accept this transmittal as written request on behalf of the Owner/Developer under the terms and conditions of the Development Agreement for the ShadowGlen Subdivision (Development Agreement).


Our office owns and is in control of Lot 1, Blk B, ShadowGlen Trace Commercial Section B. (see below)





The current Development Agreement Minimum Development Standards for Commercial use, which impact this Lot, did not specifically anticipate a Food Court Establishment as a Permitted Use (it was not a defined Permitted Use in the City of Manor at the time the Development Agreement was established). However, the intent and application of a Food Court Establishment does comport with the Commercial Permitted Uses listed in the Development Agreement, and more specifically complies with Exhibit C; Approved Land Uses; 1. (kk), thus allowing the Planning and Zoning Commission and/or Council to approve this Commercial use.

Our office has been in communication with the City of Manor Economic Development Director, Mr Scott Jones, and we have discussed the positive aspects of this site to support a Food Court Establishment as an interim commercial use. The site can help in providing another layer of quality of life amenities to support the residents of the Greater Manor community. It is our vision to take advantage of the existing paved drive isles and parking, water, wastewater, electric and telecommunications that are stubbed to the site originally supporting the former Compass Rose temporary school. We envision 5 to 6 food trailers that could service the community, with shade covered benches on a cleared level caliche pad top dressed with gravel. Portable restroom facilities (portapotty) would immediately avail the site and if successful we are entertaining the purchase of a plumbed and air conditioned Comfort Station (rest facilities) located at this site.

  
 Peter A. Dwyer, *President*  
*Dwyer Realty Companies*

*11/21/2023*  
 Date

Exhibit "A"

Site Plan



#### 4. Lot Coverage

- (a) The maximum lot coverage for main buildings shall be 50%.
- (b) The maximum lot coverage for main buildings and all accessory buildings shall be 60%.
- (c) Open off-street parking and loading areas will not be considered as lot coverage.

#### 5. Landscaping

A minimum of 20% of the net lot area shall be devoted to landscape development. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that make improvements impractical.

### Commercial

The following minimum development standards shall apply to all land designated for Commercial use on the Master Land Plan or any amendment of the Master Land Plan.

#### 1. Permitted Uses

Only the following uses are permitted: the retail sale of goods and products (in the following listed use areas) to which value has been added on-site, including sales of goods and services outside of the primary structure as customary, with the following specifically listed uses:

- (a) Air conditioning and heating sales and services.
- (b) Amusement (indoor).
- (c) Amusement (outdoor) and swimming pool (commercial).
- (d) Apartment hotel, assisted retirement living, boarding house, bed and breakfast, convalescent home, family home, home for the aged and group day care.
- (e) Automobile repair, neighborhood automobile service station, gasoline station, filling or retail service station and garage (commercial).
- (f) Auto sales (outdoor).
- (g) Auto Sales Facility.
- (h) Bakeries with goods primarily prepared for in-store retail sales on site.
- (i) Banks, savings and loans, credit unions and financial services.

- (j) Bonded warehouse and local wholesale distributors.
- (k) Bar, night club, private club, dance hall and social club with alcoholic beverage sales.
- (l) Business and commercial schools.
- (m) Carpentry, painting, plumbing or tinsmith shop.
- (n) Child care center (small, intermediate and large) and child development facilities.
- (o) Cleaning or laundry self-service shop and cleaning shop or laundry (small).
- (p) Clinic and safety services.
- (q) Convenience stores, retail food store, grocery stores and supermarkets (including the sale of alcoholic beverages and/or gasoline).
- (r) Cultural services and community center (public and private).
- (s) Day camp.
- (t) Dancing and music academies.
- (u) Florist shops, greenhouses and nurseries with outdoor service and display.
- (v) Frozen food lockers and cold storage plant.
- (w) Hospitals, sanitariums, nursing homes, hospices, and homes for the aged.
- (x) Hotels, tourist homes, and motels.
- (y) Lumber yards and building materials storage yard.
- (z) Mini storage warehouse and storage garage.
- (aa) Personal service uses including barber shops, beauty parlors, photographic or artist studios, messengers, newspaper or telegraphic agencies, dry cleaning and pressing substations, dressmaking, tailoring, shoe repairing, repair of household appliances, electronics and bicycles, catering and other personal service uses of similar character.
- (bb) Public utilities substations.
- (cc) Radio and television broadcasting stations and studios, excluding broadcasting towers.

(dd) Restaurant, cafe or cafeteria, drive-in eating establishment with alcoholic beverage sales.

(ee) Sale of new auto parts.

(ff) Shopping center.

(gg) Telephone exchange, postal facilities and communication service.

(hh) Trailer camp or park.

(ii) Truck stop.

(jj) Upholstering shops.

(kk) Uses as determined by the Commission and/or the Council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that store and distribute goods and materials, and are in general dependent on raw materials refined elsewhere.

(ll) Wholesale sales establishments and warehouses.

(mm) Wholesale bakeries.

(nn) Woodyard.

(oo) Veterinary services and hospital.

## 2. Minimum Lot Size

(a) The minimum lot area shall be 7,500 square feet.

(b) The minimum lot width, measured at the front property line, shall be 60 feet.

## 3. Height and Placement Requirements

Front Yard Setback	25 ft.
Side Yard Setback	7 ft.
Street Side Yard Setback	15 ft.
Rear Yard Setback	15 ft.
Maximum Height Limit	60 ft.*

Food Court Establishments	<ul style="list-style-type: none"> <li>Food court establishments shall only be permitted along an arterial roadway.</li> </ul>
	<ul style="list-style-type: none"> <li>Food court establishments shall only be permitted on a property having frontage on two rights-of-way or having sufficient lot width to accommodate two driveways meeting current transportation criteria for the City of Manor.</li> </ul>
	<ul style="list-style-type: none"> <li>Food court establishments are not permitted within 300 feet of any property that permits a residential use.</li> </ul>
	<ul style="list-style-type: none"> <li>Facilities providing for permanent seating, including picnic tables, canopies, restrooms, and dumpster enclosures shall be provided as required by the City of Manor City Council.</li> </ul>
	<ul style="list-style-type: none"> <li>Access must be approved by any right-of-way authority with jurisdiction to approve right-of-way access.</li> </ul>
	<ul style="list-style-type: none"> <li>There shall be on-premise parking areas sufficient to accommodate staffing needs and required seating areas.</li> </ul>
	<ul style="list-style-type: none"> <li>Parking areas must be an improved surface area which may consist of decomposed granite or similar construction.</li> </ul>
	<ul style="list-style-type: none"> <li>Proposed parking areas may not interfere with any existing commercial activities to include parking already being conducted upon the property.</li> </ul>
	<ul style="list-style-type: none"> <li>Food court establishments are not permitted within 500 feet of any other authorized and permitted food court establishment. A site plan shall be submitted with the specific use permit application indicating mobile food units and other structure locations, including but not limited to restroom facilities, dumpster enclosures, on-premise parking, and other structures such as site-built canopies or other shelters.</li> </ul>
	<ul style="list-style-type: none"> <li>Only mobile food units that hold valid permits from the Austin Public Health Services Division and the City of Manor may be located in a food court establishment.</li> </ul>
	<ul style="list-style-type: none"> <li>Food court establishments shall comply with the approved site plan, applicable local and state regulations, and any other conditions of the specific use permit.</li> </ul>







## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 20, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and authorizing the release of a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas.

### BACKGROUND/SUMMARY:

This Resolution is in support of an extraterritorial jurisdiction (ETJ) swap between the City of Manor and the City of Austin. The request to swap ETJs is from the property owner who is proposing to develop their property and would like the jurisdictional boundaries to align with Blue Bluff Road so they have consistent development regulations. The City of Austin requires in order to begin the ETJ swap that a resolution in support of the swap be provided by the other jurisdiction.

Parallel with the ETJ swap, the developer is also pursuing releases from certain areas of Austin and Manor's water and wastewater service areas (CCNs) so as to also align those with newly proposed ETJ boundaries to again provide consistent developer standards and utility service to the project.

Once the ETJs are aligned, the developer is intending to annex the Manor ETJ area (approximately 90 acres) into the City limits. They plan to develop a mostly residential project with small retail/office near the intersection of Old Hwy 20 and Blue Bluff Road.

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

- Request for ETJ Exchange Letter
- Resolution No. 2023-45
- Property Description

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Resolution No. 2023-45 requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and authorizing the release of a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas.

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



**Nikelle S. Meade**  
Partner

111 Congress Avenue, Suite 1400  
Austin, Texas 78701  
Direct/Mobile: 512.992.6001  
nikelle.meade@huschblackwell.com

December 4, 2023

**VIA EMAIL – sdunlop@manortx.gov**

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

Re: Request for ETJ Exchange – Blue Bluff Project; 148.053-acre Property at Southwest and Southeast Corners of Blue Bluff Road and Old Highway 20, Travis County, Texas (TCAD ID: 0234500801)

Dear Mr. Dunlop:

This letter is regarding the Blue Bluff project located at the corner of Blue Bluff Road and Old Hwy 20 in Travis County, Texas (the “Property”). As you know, as a part of the proposed development and to allow for the orderly development of the Property, we are working with both City of Manor and City of Austin to achieve an exchange of ETJ between the two municipalities. Under the proposal, City of Austin would transfer 13.791 acres of ETJ to City of Manor, and City of Manor would in turn transfer 6.609 acres of ETJ to City of Austin. A map showing the properties to be transferred by and to each city is attached to this letter as Attachment 1, and legal descriptions of each of the areas are attached here in Attachment 2.

Relatedly, the developer of the Property is also seeking an exchange of wastewater service between the two cities so that City of Manor may serve the project; and on June 7, 2023, the Manor City Council considered and approved a deposit agreement in order to begin work on both the wastewater jurisdiction transfer and the ETJ exchange. For reference, the approved Deposit Agreement is attached here as Attachment 3.

As the next step in the process of the ETJ exchange, City of Austin has requested that City of Manor formally request the exchange and deliver said request to City of Austin staff. As such, by this letter we are requesting that an item be placed on the Council agenda authorizing the Manor City Manager or his designee to make this request to Austin. Once this request from Manor is received by Austin, the parties will begin working on the interlocal agreements that will establish the details of the ETJ exchange.

We appreciate your consideration of this request, and please let us know if any additional information is needed from us. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Nikelle Meade". The signature is written in a cursive, flowing style with a large initial 'N'.

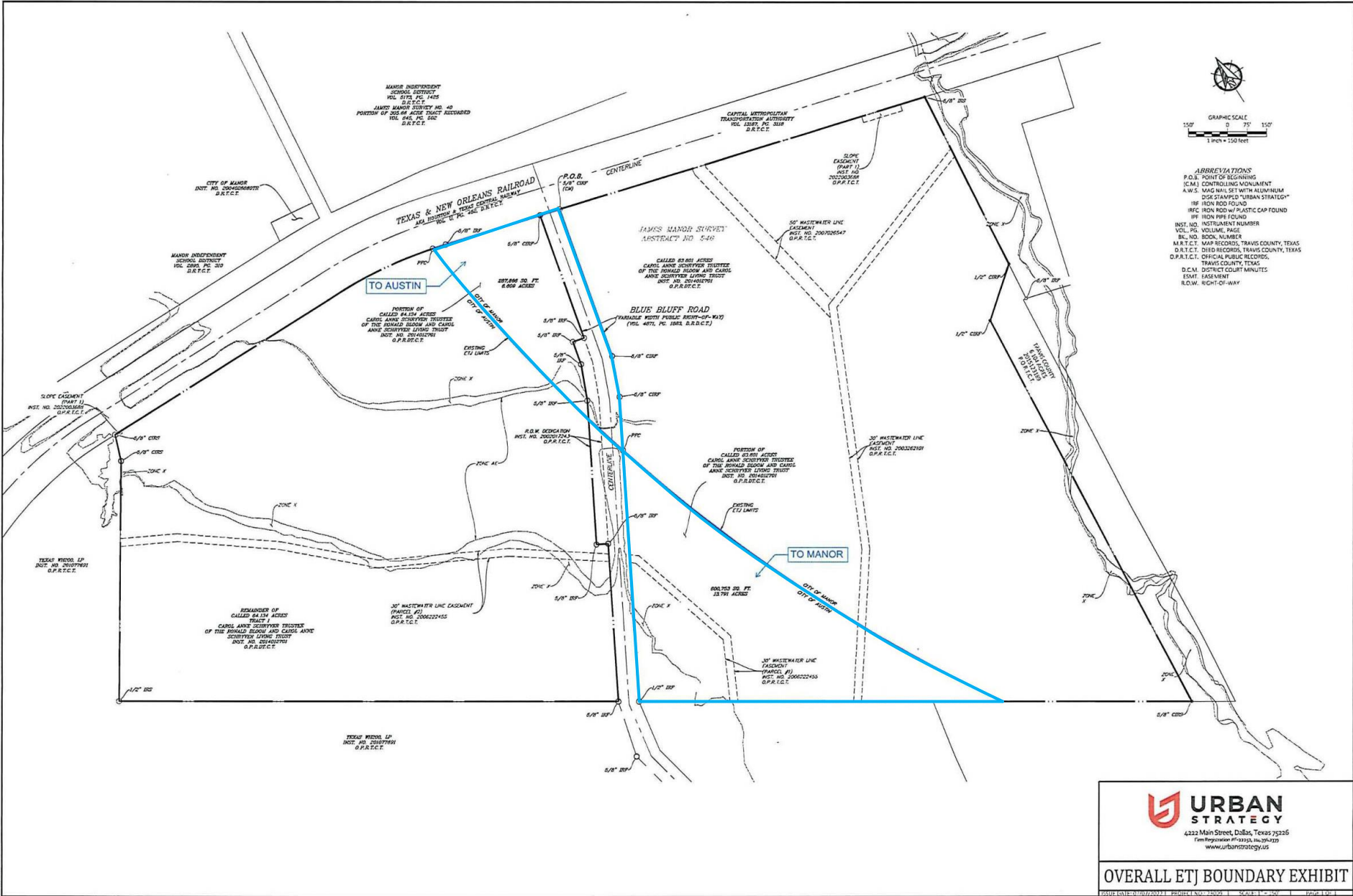
Nikelle Meade

Attachments:

Attachment 1 – Map showing both transfers

Attachment 2 – Metes and Bounds Descriptions of transfer areas

Attachment 3 – Approved Deposit Agreement



**GRAPHIC SCALE**  
150' 0' 75' 150'  
1 inch = 150 feet

**ABBREVIATIONS**  
P.O.B. POINT OF BEGINNING  
C.M. CONTROLLING MONUMENT  
A.W.S. MAG. N.H. SET WITH ALUMINUM  
D.S. STAMPED "URBAN STRATEGY"  
I.R. IRON ROD FOUND  
I.P.C. IRON ROD w/ PLASTIC CAP FOUND  
I.P.F. IRON PIPE FOUND  
INST. NO. INSTRUMENT NUMBER  
VOL. PG. VOLUME, PAGE  
B.L. NO. BOOK, NUMBER  
M.R.T.C. MAP RECORDS, TRAVIS COUNTY, TEXAS  
D.R.T.C. DEED RECORDS, TRAVIS COUNTY, TEXAS  
O.P.R.T.C. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
D.C.M. DISTRICT COURT MINUTES  
E.M. EASEMENT  
R.O.W. RIGHT-OF-WAY

**URBAN STRATEGY**  
4322 Main Street, Dallas, Texas 75226  
Tel: 214.291.1111  
www.urbanstrategy.us

OVERALL ETJ BOUNDARY EXHIBIT

## EXHIBIT A

**BEING** a portion of a called 83.801 Acre (3,655,514 square feet) tract of land situated in the James Manor Survey, Abstract Number 1280, Travis County, Texas; being a portion of a tract of land described in Special Warranty Deed to Carol Anne Schryver, Trustee of the Ronald Bloom and Carol Anne Schryver Living Trust Tract 2, recorded in Instrument Number 2014012701, Official Public Records, Travis County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod found for the northwest corner of that tract of land conveyed to Heart of Manor L.P., by deed recorded in Instrument No. 200737703, O.P.R.T.C.T., same being the southwest corner of said Schryver Living Trust, Tract 2, and also being in the easterly line of Blue Bluff Road (a variable width public right-of-way, Volume 4871, Page 1883, along with a right-of-way dedication recorded in Instrument No. 2002017243, O.P.R.T.C.T.);

**THENCE** North 23 degrees 41 minutes 58 seconds East, along the easterly right-of-way line of said Blue Bluff Road, a distance of 969.86 feet to a point for corner, from which a 5/8 inch iron rod found for reference bears North 23 degrees 41 minutes 58 seconds East, a distance of 207.17 feet, and being the beginning of a non-tangent curve to the left, having a radius of 6169.06 feet, a central angle of 16 degrees 16 minutes 41 seconds, and a chord bearing and distance of South 28 degrees 55 minutes 47 seconds East, 1746.79 feet;

**THENCE**, departing the easterly right-of-way line of said Blue Bluff Road, over and across said Schryver Living Trust, Tract 2, with said curve to the left, an arc distance of 1752.68 feet to a point for corner, being on the northeast line of said Heart of Manor L.P. tract;

**THENCE** North 62 degrees 34 minutes 31 seconds West, along the northeast line of said Heart of Manor L.P. tract, a distance of 1391.16 feet to the **POINT OF BEGINNING**, and containing 600,753 square feet or 13.791 acres of land.

This document was prepared under 22 Texas Administrative Code §138.95, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by an exhibit of even date.

*David A. Minton* 8/28/23  
 Date

David A. Minton  
 Registered Professional Land Surveyor  
 Texas Registration No. 6233  
 Urban Strategy  
 TBPLS Firm No. 10194610

 **URBAN  
STRATEGY**  
 1100 E. Campbell, Suite 210  
 Richardson, Texas 75081  
 Firm Registration #F-10194610, 214, 396 2339  
 www.urbanstrategy.us



## ETJ BOUNDARY SURVEY

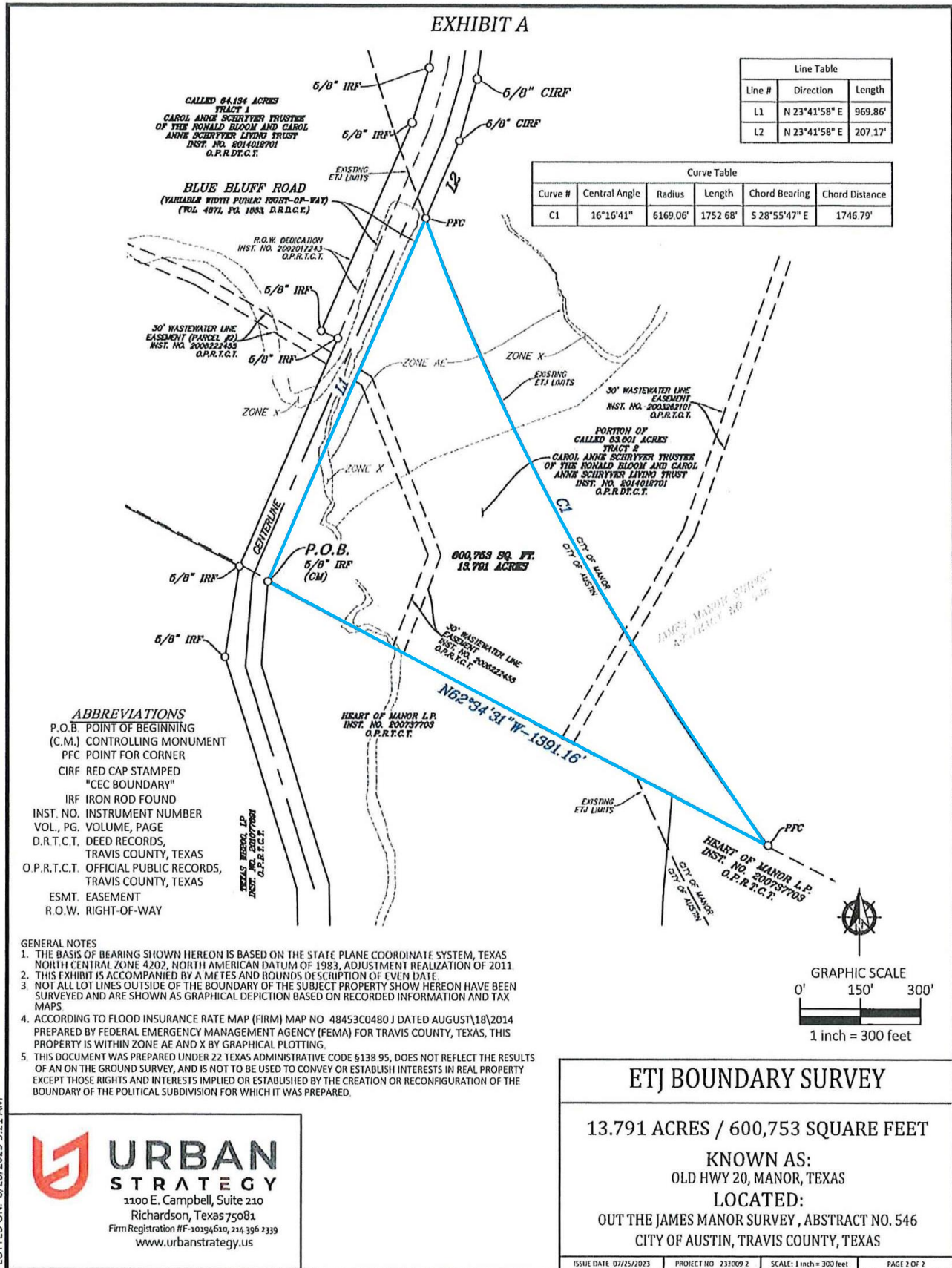
13.791 ACRES / 600,753 SQUARE FEET  
 KNOWN AS:  
 OLD HWY 20, MANOR, TEXAS  
 LOCATED:  
 OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 546  
 CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

ISSUE DATE 07/25/2023

PROJECT NO. 233009.2

PAGE 1 OF 2





LAST MODIFIED ON: 8/28/2023 8:51 AM  
PLOTTED ON: 8/28/2023 9:21 AM

**URBAN STRATEGY**  
1100 E. Campbell, Suite 210  
Richardson, Texas 75081  
Firm Registration #F-10195610, 214 396 2339  
www.urbanstrategy.us

**EXHIBIT B**

**BEING** a portion of a 64.134 Acre (2,793,680 square feet) tract of land situated in the James Manor Survey, Abstract Number 1280, Travis County, Texas; said 64.134 acre tract being a portion of that certain tract of land described in Special Warranty Deed to Carol Anne Schryver, Trustee of the Ronald Bloom and Carol Anne Schryver Living Trust, Tract 1, recorded in Instrument Number 2014012701, Official Public Records, Travis County, Texas (O.P.R.T.C.T.), and being a portion of Blue Bluff Road, (a variable width public right-of-way, Volume 4871, Page 1883, along with a portion of a Right-of-Way (R.O.W.) dedication recorded in Instrument No. 2002017243, O.P.R.T.C.T.); and being more particularly described as follows:

**BEGINNING** at an 5/8 inch iron rod with red plastic cap stamped 'CEC Boundary' found for the northwest corner of an 83.801 acre tract of land described to said Carol Anne Schryver and Ronald Bloom Living Trust, Tract 2, and being at the intersection of the southerly right-of-way line of the Texas & New Orleans Railroad, (formerly known as Houston & Texas Central Railway), as recorded in Volume U, Page 452, Deed Records, Travis County, Texas (D.R.T.C.T.), and the easterly right-of-way line of said Blue Bluff Road;

**THENCE** with the said easterly right-of-way line of Blue Bluff Road, the following bearings and distances:

South 07 degrees 46 minutes 57seconds West, a distance of 601.24 feet to a 5/8 inch iron rod found for corner;

South 16 degrees 50 minutes 57seconds West, a distance of 159.12 feet to a 5/8 inch iron rod found for corner;

South 23 degrees 41 minutes 58seconds West, a distance of 207.17 feet to a point for corner, at the beginning of a non-tangent curve to the right, having a radius of 5,877.55 feet, a central angle of 10 degrees 24 minutes 38 seconds, and a chord bearing and distance of North 15 degrees 44 minutes 58 seconds West, 1,066.47 feet;

**THENCE**, departing the easterly R.O.W. line of said Blue Bluff Road, over and across said Schryver Living Trust, Tract 1, and said Blue Bluff Road the following bearings and distances:

With said curve to the right, an arc distance of 1,067.94 feet to a point for corner in the southerly R.O.W. line of said Texas & New Orleans Railroad, being the beginning of a non-tangent curve to the right, having a radius of 1,661.85 feet, a central angle of 01 degrees 46 minutes 30 seconds, and a chord bearing and distance of South 80 degrees 29 minutes 31 seconds East, 51.49 feet;

**THENCE** with the southerly right-of-way line of said Texas & New Orleans Railroad, the following courses:

With said curve to the right, an arc distance of 51.49 feet to a 5/8 inch iron rod found for corner;

South 79 degrees 52 minutes 43 seconds East, passing a 5/8 inch iron rod with cap stamped Stamped "CEC Boundary" found for reference for the northeast corner of said Schryver Living Trust, Tract 1, at a distance of 378.12 feet, and continuing a total distance of 456.61 feet to the **POINT OF BEGINNING** and containing 287,866 Square Feet, or 6.609 acres of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by an exhibit of even date.

David A. Minton

Date

Registered Professional Land Surveyor

Texas Registration No. 6233

Urban Strategy

TBPLS Firm No. 10194610



**URBAN  
STRATEGY**

1100 E. Campbell, Suite 210  
Richardson, Texas 75081  
Firm Registration #F-10194610, 214 396 2339  
www.urbanstrategy.us

**ETJ BOUNDARY EXHIBIT**

**6.609 ACRES / 287,866 SQUARE FEET**

**KNOWN AS:**

OLD HWY 20, MANOR, TEXAS

**LOCATED:**

OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 2  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

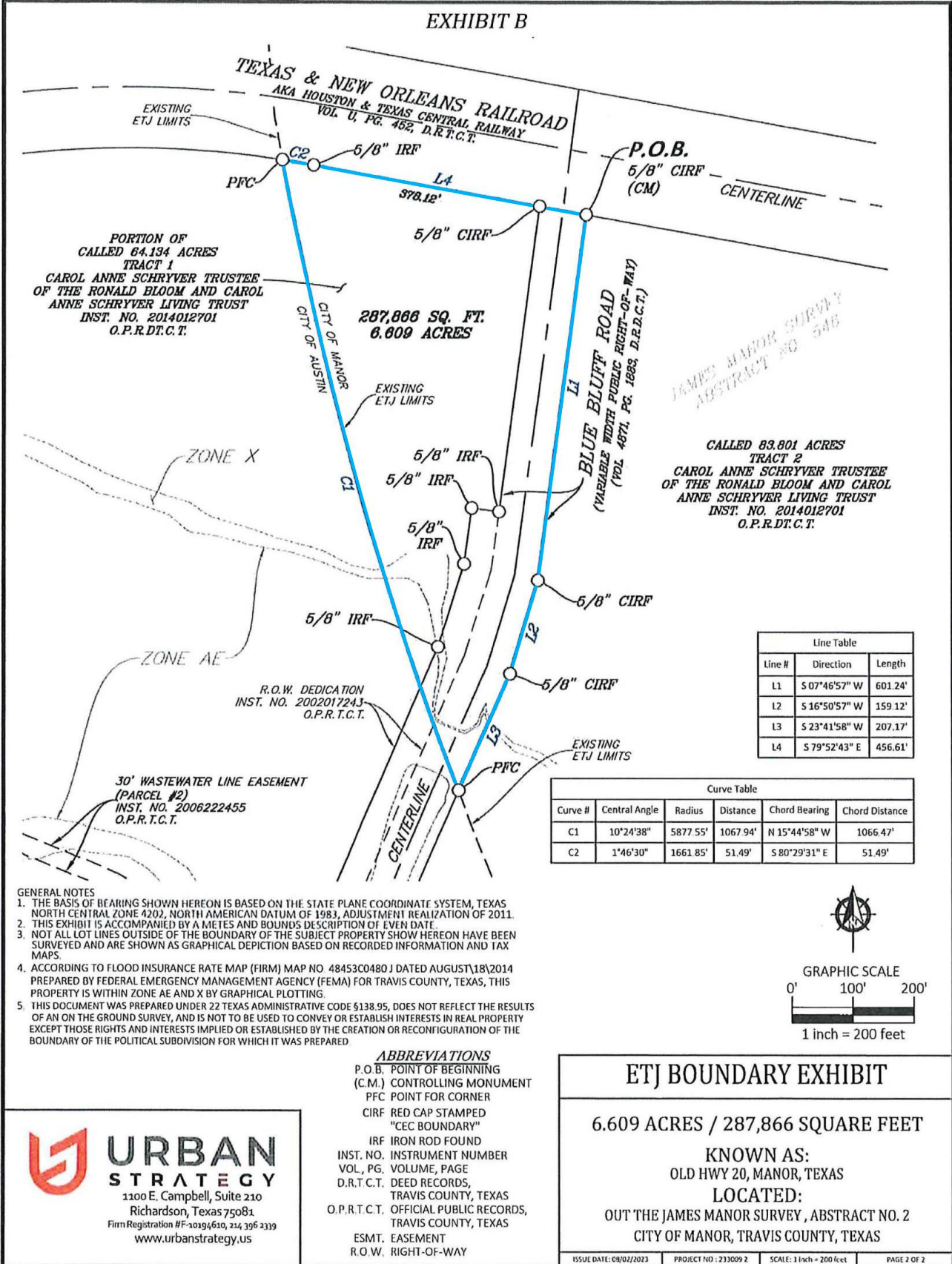
ISSUE DATE: 08/02/2023

PROJECT NO: 233009.2

PAGE 1 OF 2



# EXHIBIT B



LAST MODIFIED ON: 8/28/2023 8:50 AM  
PLOTTED ON: 8/28/2023 9:19 AM

**URBAN STRATEGY**  
1100 E. Campbell, Suite 210  
Richardson, Texas 75081  
Firm Registration #F-10194610, 214.396.2339  
www.urbanstrategy.us

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE  
PROPOSED WATER AND SEWER SERVICE TRANSFER AND AN EXCHANGE OF  
EXTRA-TERRITORIAL JURISDICTION FOR THE  
BLUE BLUFF PROJECT**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of June 7, 2023, by and between the **CITY OF MANOR, TEXAS** (the “City”) and **PLACEMKR, LLC**, a Texas limited liability company (including its Designated Successors and Assigns, the “Developer”), as the authorized agent for the owner of the property (the “Owner”) (the City and Developer collectively referred to as the “Parties”), with said property being generally as described in the attached “**Exhibit A**” (the “Property”).

WHEREAS, the City is the holder of a water Certificate of Convenience and Necessity (“CCN”), No. 10947 (pending Final Order Docket No. 54363), which includes a portion of the Property within its boundaries; and

WHEREAS, Austin Water is the holder of water CCN No. 11322, which includes a portion of the Property within its boundaries; and

WHEREAS, the City is the holder of sewer CCN No. 20378, which includes a portion of the Property within its boundaries; and

WHEREAS, Austin Water is the holder of sewer CCN No. 20636, which includes a portion of the Property within its boundaries; and

WHEREAS, the Developer intends to develop the Property within the extraterritorial jurisdiction of the City of Austin and desires to transfer the Property to the Austin Water CCN; and

WHEREAS, the Developer is coordinating with Austin Water to obtain water and wastewater service to the Property; and

WHEREAS, the Parties anticipate there to be an exchange of the Extra-Territorial Jurisdiction covering portions of the Property between the City and the City of Austin pursuant to future action by the cities’ respective City Councils (the “ETJ Transfer”); and

WHEREAS, the Developer is coordinating with the City and the City of Austin on the release of the sewer CCN;

WHEREAS, the Developer has agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Water and Sewer Service Area Transfer Agreement with Austin Water and the ETJ Transfer (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer Agreement and of the ETJ Transfer by the respective cities; and

WHEREAS, the Owner has signed an agent designation letter authorizing the Developer to act on its behalf and sign this Agreement; and

WHEREAS, the Parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the Parties, for mutual consideration, agree as follows:

**SECTION 1. DEPOSITS.** The Developer shall deposit with the City the amount of \$20,000.00 (the "Moneys") to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with seeking execution and approval of the Transfer Agreement. The City will notify the Developer if the costs generally described in Section 2 exceed or are expected to exceed \$20,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the "Consultants Deposit"). Whenever the account for the Consultants Deposit reaches a balance below \$2,000.00, the Developer shall deposit an additional \$5,000.00 within five (5) business days of notification by the City Manager (the "Additional Moneys"). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the execution and approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Developer to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, "Consultants"). The Consultants will assist the City with execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (collectively, "Project Costs"). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager's office. The City Manager may also use the Moneys for other direct City expenses relating to the execution and approval of the Transfer Agreement. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Developer in the City Manager's office upon request by Developer. If the Developer objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

**SECTION 3. UNEXPENDED MONEYS.** If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have

been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC and resolution of the ETJ Exchange by the respective cities, the City shall return unexpended Moneys, and the interest thereon, if any, to Developer.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the Parties hereto.

*[signature pages follow]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

CITY OF MANOR, TEXAS, a municipal corporation

By: Scott Moore

Name: Scott Moore

Title: City Manager

DEVELOPER:

PLACEMKR, LLC,  
a Texas limited liability company

By: Chris Cortese

Name: Christopher Cortese

Title: Manager

**Exhibit A:**  
**Description of the Property**

**TRACT 1:**

BEING A 64.134 ACRE TRACT OF LAND OUT OF THE JAMES MANOR 1280 ACRE ORIGINAL SURVEY IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REAL PROPERTY CONVEYED TO CAROL ANNE SCHRYVER, TRUSTEE OF THE RONALD BLOOM AND CAROL ANNE SCHRYVER LIVING TRUST, PER DEED RECORDED AS DOCUMENT NO. 2014012701 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 64.134 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD (200 FOOT WIDE RIGHT-OF-WAY), AND AT THE MOST NORTHWESTERLY CORNER OF THE TRACT CONVEYED TO TEXAS WH200, LP, PER DEED RECORDED AS DOCUMENT NO. 2010177691, O.P.R.T.C.T., FOR THE NORTHWEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N84°52'28"E, A DISTANCE OF 980.75 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE BEGINNING OF A 1,661.85 FOOT RADIUS CURVE TO THE RIGHT;
2. EASTERLY ALONG THE ARC OF SAID 1,661.85 FOOT RADIUS CURVE A DISTANCE OF 486.04 FEET THROUGH A CENTRAL ANGLE OF 16°45'26", AND A CHORD BEARING S87°56'27"E AND DISTANCE OF 484.31 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
3. S79°51'59"E, A DISTANCE OF 378.12 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD (RIGHT-OF-WAY WIDTH VARIES);

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. S07°47'03"W, A DISTANCE OF 502.07 FEET TO A 1/2-INCH IRON ROD FOUND;
2. N82°31'58"W, A DISTANCE OF 44.58 FEET TO A 1/2-INCH IRON ROD FOUND;
3. S07°45'23"W, A DISTANCE OF 91.84 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
4. S17°25'23"W, A DISTANCE OF 141.73 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
5. S23°40'23"W, A DISTANCE OF 556.10 FEET TO A 1/2-INCH IRON ROD FOUND;
6. S66°10'06"E, A DISTANCE OF 44.76 FEET TO A 1/2-INCH IRON ROD FOUND;
7. S23°42'15"W, A DISTANCE OF 608.99 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHERLY COMMON CORNER OF SAID TEXAS WH200, LP TRACT AND OF THE WESTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE NORTHERLY LINE OF SAID TEXAS WH200, LP TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N62°34'25"W, A DISTANCE OF 1911.31 FEET TO A 1/2-INCH IRON ROD FOUND AT AN INTERIOR ELL CORNER OF SAID TEXAS WH200, LP TRACT;
2. N27°49'45"E, A DISTANCE OF 925.22 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
3. N14°20'00"E, A DISTANCE OF 103.86 FEET TO THE POINT OF BEGINNING, AND CONTAINING 64.134 ACRES OF LAND, MORE OR LESS.

## TRACT 2:

BEING A 83.919 ACRE TRACT OF LAND OUT OF THE JAMES MANOR 1280 ACRE ORIGINAL SURVEY, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REAL PROPERTY CONVEYED TO CAROL ANNE SCHRYVER, TRUSTEE OF THE RONALD BLOOM AND CAROL ANNE SCHRYVER LIVING TRUST, PER DEED RECORDED AS DOCUMENT NO. 2014012701 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); SAID 83.919 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/4-INCH IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD (200 FOOT WIDE RIGHT-OF-WAY) AT THE MOST NORTHERLY CORNER OF THE CALLED 6.0 ACRE TRACT CONVEYED TO TRAVIS COUNTY PER DEED RECORDED IN VOLUME 9651, PAGE 384 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), FOR THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE, ALONG THE WESTERLY LINE OF SAID CALLED 6.0 ACRE TRACT, S00°41'44"W, A DISTANCE OF 720.62 FEET TO A 1/4-INCH IRON ROD WITH "TRAVIS COUNTY SURVEY" CAP FOUND AT THE NORTHERLY COMMON CORNER OF SAID CALLED 6.0 ACRE TRACT AND OF THE CALLED 6.104 ACRE TRACT CONVEYED TO TRAVIS COUNTY PER DEED RECORDED AS DOCUMENT NO. 2015123189, O.P.R.T.C.T.;

THENCE, ALONG THE NORTHERLY AND THEN THE WESTERLY LINE OF SAID CALLED 6.104 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S45°15'06"W, A DISTANCE OF 229.66 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
2. S00°20'16"E, A DISTANCE OF 1,680.42 FEET TO A 1/4-INCH IRON ROD WITH "TRAVIS COUNTY SURVEY" CAP FOUND ON THE NORTHEASTERLY LINE OF THE TRACT CONVEYED TO HEART OF MANOR, L.P. PER DEED RECORDED AS DOCUMENT NO. 2007037703, O.P.R.T.C.T.;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID HEART OF MANOR, L.P. TRACT, N62°34'25"W, A DISTANCE OF 2,114.48 FEET TO A 1/4-INCH IRON ROD FOUND AT THE NORTHERLY COMMON CORNER OF SAID HEART OF MANOR, L.P. TRACT AND OF THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N23°42'04"E, A DISTANCE OF 1177.03 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
2. N16°51'03"E, A DISTANCE OF 159.12 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP;
3. N07°47'03"E, A DISTANCE OF 601.24 FEET TO A 1/2-INCH IRON ROD SET WITH "CEC BOUNDARY" CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF BLUE BLUFF ROAD;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TEXAS & NEW ORLEANS RAILROAD, S79°51'59"E, A DISTANCE OF 1480.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 83.919 ACRES OF LAND, MORE OR LESS.

**RESOLUTION NO. 2023-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, REQUESTING THE RELEASE OF A PORTION OF THE EXTRATERITORIAL JURISDICTION OF THE CITY OF AUSTIN, TEXAS TO THE EXTRATERITORIAL JURISDICTION OF THE CITY OF MANOR, TEXAS; AND AUTHORIZING THE RELEASE OF A PORTION OF THE EXTRATERITORIAL JURISDICTION OF THE CITY OF MANOR, TEXAS TO THE EXTRATERITORIAL JURISDICTION OF THE CITY OF AUSTIN, TEXAS.**

---

**WHEREAS**, the Cities of Austin, Texas and Manor, Texas are located within Travis County Texas and are adjacent or otherwise share certain common boundaries of extraterritorial jurisdiction and corporate limits; and

**WHEREAS**, a tract of land consisting of approximately 147.935 acres is located within the extraterritorial jurisdictions of both the City of Austin, Texas and the City of Manor, Texas as more particularly depicted and described on Exhibit “A” attached hereto (the “**Property**”); and

**WHEREAS**, the owner of the Property desires to have the portion of the Property consisting of approximately 83.801 acres more particularly described on Exhibit “A” attached hereto (the “**Austin ETJ Tract**”) be released from the City of Austin, Texas’ extraterritorial jurisdiction and become a part of the extraterritorial jurisdiction of the City of Manor, Texas (the “**City**”) in order to develop the Property as a whole under the rules and regulations of the City; and

**WHEREAS**, the owner of the Property desires to have the portion of the Property consisting of approximately 64.134 acres more particularly described on Exhibit “A” attached hereto (the “**Manor ETJ Tract**”) be released from the City of Austin, Texas’ extraterritorial jurisdiction and become a part of the extraterritorial jurisdiction of the City of Austin, Texas (the “**COA**”) in order to develop the Property as a whole under the rules and regulations of the COA; and

**WHEREAS**, a release of Austin ETJ Tract from the COA and a release of the Manor ETJ Tract from the City are necessary in order to develop the Property; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “**City Council**”) has determined that it is in the best interest of the City to have an orderly development of the Property by requesting the release of the Austin ETJ Tract from the COA; authorizing the release of the Manor ETJ tract; adjust the extraterritorial jurisdiction of the City so that the Austin ETJ Tract becomes a part of the extraterritorial jurisdiction of the City; and adjust the extraterritorial jurisdiction of the City so that the Manor ETJ Tract becomes a part of the extraterritorial jurisdiction of the COA.

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

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** The City Council hereby directs the City Manager of the City to request the release of the Austin ETJ Tract from the City of Austin, Texas and adjust the extraterritorial jurisdiction of the City so that the Austin ETJ Tract becomes a part of the extraterritorial jurisdiction and corporate limits of the City of Manor, Texas.

**SECTION 3.** The City Council hereby further directs the City Manager of the City to release the Manor ETJ Tract from the City of Manor, Texas and adjust the extraterritorial jurisdiction of the City so that the Manor ETJ Tract becomes a part of the extraterritorial jurisdiction and corporate limits of the City of Austin, Texas.

**SECTION 4.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 20<sup>th</sup> day of December 2023, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**THE CITY OF MANOR, TEXAS**

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

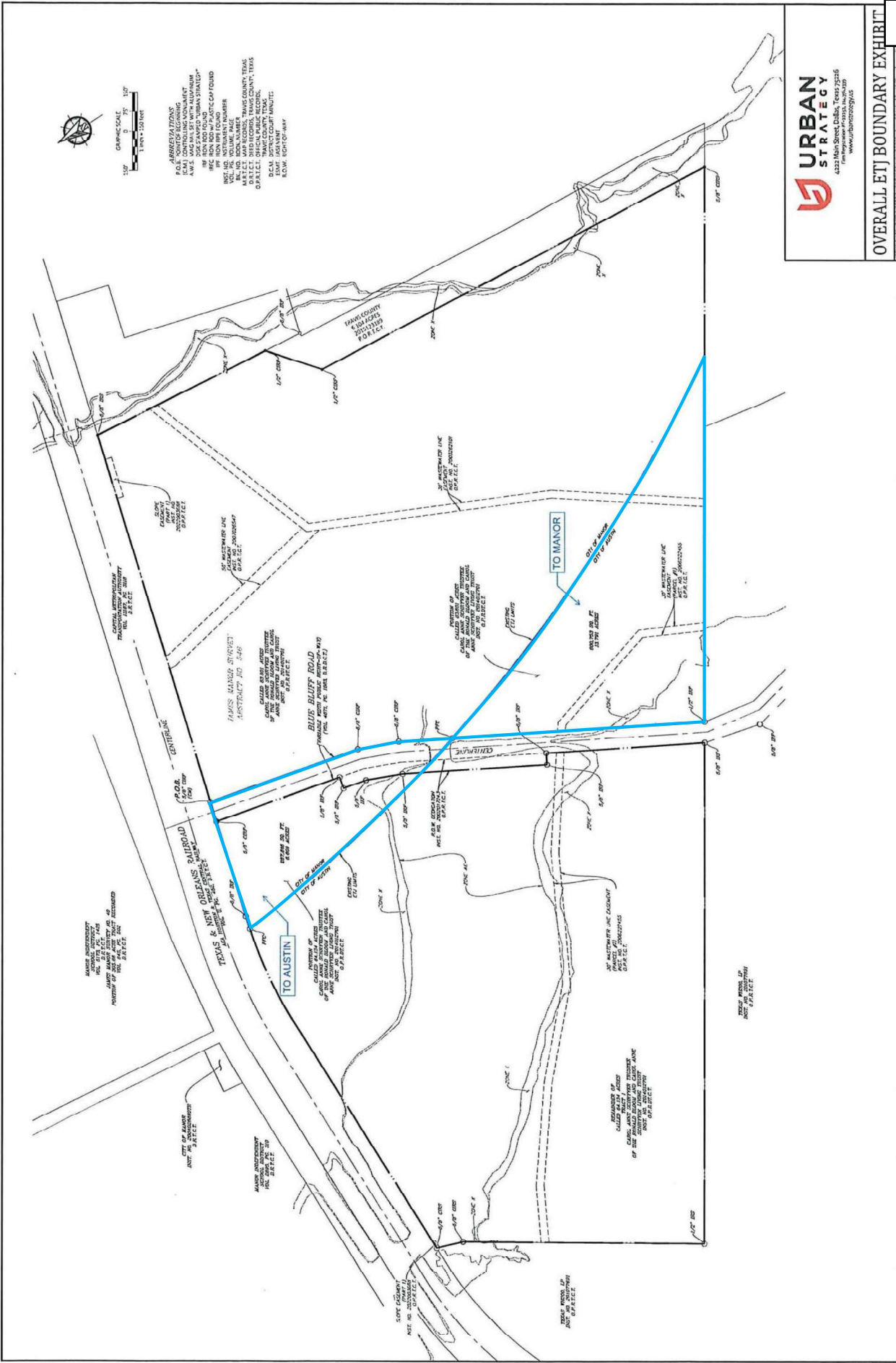
**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary  
City of Manor, Texas



**Exhibit “A”**

**[see attached]**



To be transferred to Manor

EXHIBIT A

**BEING** a portion of a called 83.801 Acre (3,655,514 square feet) tract of land situated in the James Manor Survey, Abstract Number 1280, Travis County, Texas; being a portion of a tract of land described in Special Warranty Deed to Carol Anne Schryver, Trustee of the Ronald Bloom and Carol Anne Schryver Living Trust Tract 2, recorded in Instrument Number 2014012701, Official Public Records, Travis County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod found for the northwest corner of that tract of land conveyed to Heart of Manor L.P., by deed recorded in Instrument No. 200737703, O.P.R.T.C.T., same being the southwest corner of said Schryver Living Trust, Tract 2, and also being in the easterly line of Blue Bluff Road (a variable width public right-of-way, Volume 4871, Page 1883, along with a right-of-way dedication recorded in Instrument No. 2002017243, O.P.R.T.C.T.);

**THENCE** North 23 degrees 41 minutes 58 seconds East, along the easterly right-of-way line of said Blue Bluff Road, a distance of 969.86 feet to a point for corner, from which a 5/8 inch iron rod found for reference bears North 23 degrees 41 minutes 58 seconds East, a distance of 207.17 feet, and being the beginning of a non-tangent curve to the left, having a radius of 6169.06 feet, a central angle of 16 degrees 16 minutes 41 seconds, and a chord bearing and distance of South 28 degrees 55 minutes 47 seconds East, 1746.79 feet;

**THENCE**, departing the easterly right-of-way line of said Blue Bluff Road, over and across said Schryver Living Trust, Tract 2, with said curve to the left, an arc distance of 1752.68 feet to a point for corner, being on the northeast line of said Heart of Manor L.P. tract;

**THENCE** North 62 degrees 34 minutes 31 seconds West, along the northeast line of said Heart of Manor L.P. tract, a distance of 1391.16 feet to the **POINT OF BEGINNING**, and containing 600,753 square feet or 13.791 acres of land.

This document was prepared under 22 Texas Administrative Code §138.95, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by an exhibit of even date.

*David A. Minton* *8/28/23*  
David A. Minton Date  
Registered Professional Land Surveyor  
Texas Registration No. 6233  
Urban Strategy  
TBPLS Firm No. 10194610





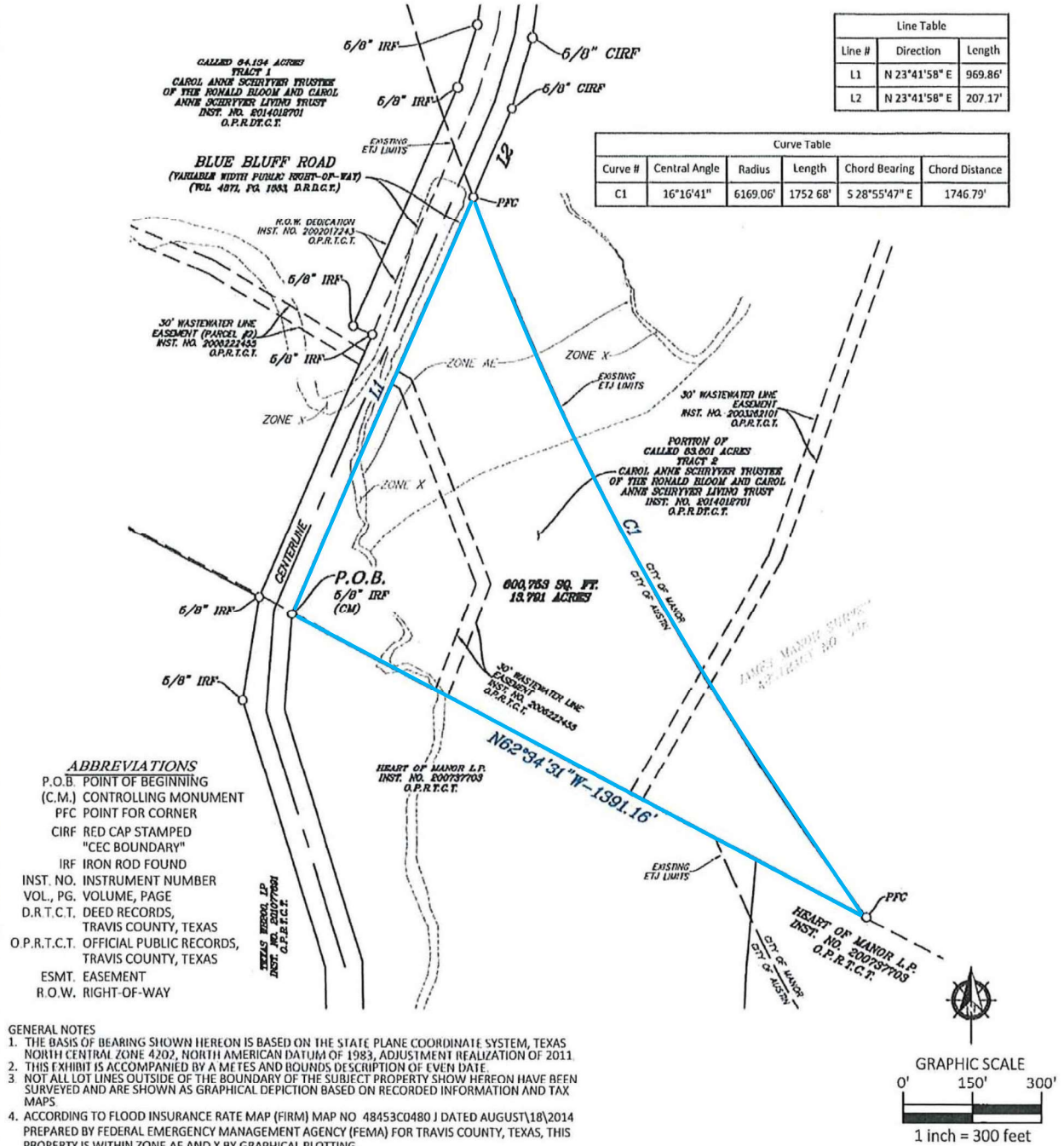
**URBAN  
STRATEGY**  
1100 E. Campbell, Suite 210  
Richardson, Texas 75081  
Firm Registration #F-10194610, 214.396.2339  
www.urbanstrategy.us

<b>ETJ BOUNDARY SURVEY</b>		
13.791 ACRES / 600,753 SQUARE FEET		
KNOWN AS: OLD HWY 20, MANOR, TEXAS		
LOCATED: OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 546 CITY OF AUSTIN, TRAVIS COUNTY, TEXAS		
ISSUE DATE 07/25/2023	PROJECT NO 2330092	PAGE 1 OF 2

LAST MODIFIED ON: 8/25/2023 2:34 PM  
PLOTTED ON: 8/28/2023 8:08 AM



## EXHIBIT A



## ETJ BOUNDARY SURVEY

13.791 ACRES / 600,753 SQUARE FEET

KNOWN AS:

OLD HWY 20, MANOR, TEXAS

LOCATED:

OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 546  
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

ISSUE DATE: 07/25/2023

PROJECT NO: 233009 2

SCALE: 1 inch = 300 feet

PAGE 2 OF 2



**URBAN  
STRATEGY**

1100 E. Campbell, Suite 210  
Richardson, Texas 75081  
Firm Registration #F-10194610, 214 356 2339  
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**EXHIBIT B**

**BEING** a portion of a 64.134 Acre (2,793,680 square feet) tract of land situated in the James Manor Survey, Abstract Number 1280, Travis County, Texas; said 64.134 acre tract being a portion of that certain tract of land described in Special Warranty Deed to Carol Anne Schryver, Trustee of the Ronald Bloom and Carol Anne Schryver Living Trust, Tract 1, recorded in Instrument Number 2014012701, Official Public Records, Travis County, Texas (O.P.R.T.C.T.), and being a portion of Blue Bluff Road, (a variable width public right-of-way, Volume 4871, Page 1883, along with a portion of a Right-of-Way (R.O.W.) dedication recorded in Instrument No. 2002017243, O.P.R.T.C.T.); and being more particularly described as follows:

**BEGINNING** at an 5/8 inch iron rod with red plastic cap stamped 'CEC Boundary' found for the northwest corner of an 83.801 acre tract of land described to said Carol Anne Schryver and Ronald Bloom Living Trust, Tract 2, and being at the intersection of the southerly right-of-way line of the Texas & New Orleans Railroad, (formerly known as Houston & Texas Central Railway), as recorded in Volume U, Page 452, Deed Records, Travis County, Texas (D.R.T.C.T.), and the easterly right-of-way line of said Blue Bluff Road;

**THENCE** with the said easterly right-of-way line of Blue Bluff Road, the following bearings and distances:

South 07 degrees 46 minutes 57seconds West, a distance of 601.24 feet to a 5/8 inch iron rod found for corner;

South 16 degrees 50 minutes 57seconds West, a distance of 159.12 feet to a 5/8 inch iron rod found for corner;

South 23 degrees 41 minutes 58seconds West, a distance of 207.17 feet to a point for corner, at the beginning of a non-tangent curve to the right, having a radius of 5,877.55 feet, a central angle of 10 degrees 24 minutes 38 seconds, and a chord bearing and distance of North 15 degrees 44 minutes 58 seconds West, 1,066.47 feet;

**THENCE**, departing the easterly R.O.W. line of said Blue Bluff Road, over and across said Schryver Living Trust, Tract 1, and said Blue Bluff Road the following bearings and distances:

With said curve to the right, an arc distance of 1,067.94 feet to a point for corner in the southerly R.O.W. line of said Texas & New Orleans Railroad, being the beginning of a non-tangent curve to the right, having a radius of 1,661.85 feet, a central angle of 01 degrees 46 minutes 30 seconds, and a chord bearing and distance of South 80 degrees 29 minutes 31 seconds East, 51.49 feet;

**THENCE** with the southerly right-of-way line of said Texas & New Orleans Railroad, the following courses:

With said curve to the right, an arc distance of 51.49 feet to a 5/8 inch iron rod found for corner;

South 79 degrees 52 minutes 43 seconds East, passing a 5/8 inch iron rod with cap stamped Stamped "CEC Boundary" found for reference for the northeast corner of said Schryver Living Trust, Tract 1, at a distance of 378.12 feet, and continuing a total distance of 456.61 feet to the **POINT OF BEGINNING** and containing 287,866 Square Feet, or 6.609 acres of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This metes and bounds description is accompanied by an exhibit of even date.

*David A. Minton* 8/28/23  
Date

David A. Minton  
Registered Professional Land Surveyor  
Texas Registration No. 6233  
Urban Strategy  
TBPLS Firm No. 10194610

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**ETJ BOUNDARY EXHIBIT**

**6.609 ACRES / 287,866 SQUARE FEET**

**KNOWN AS:**  
OLD HWY 20, MANOR, TEXAS

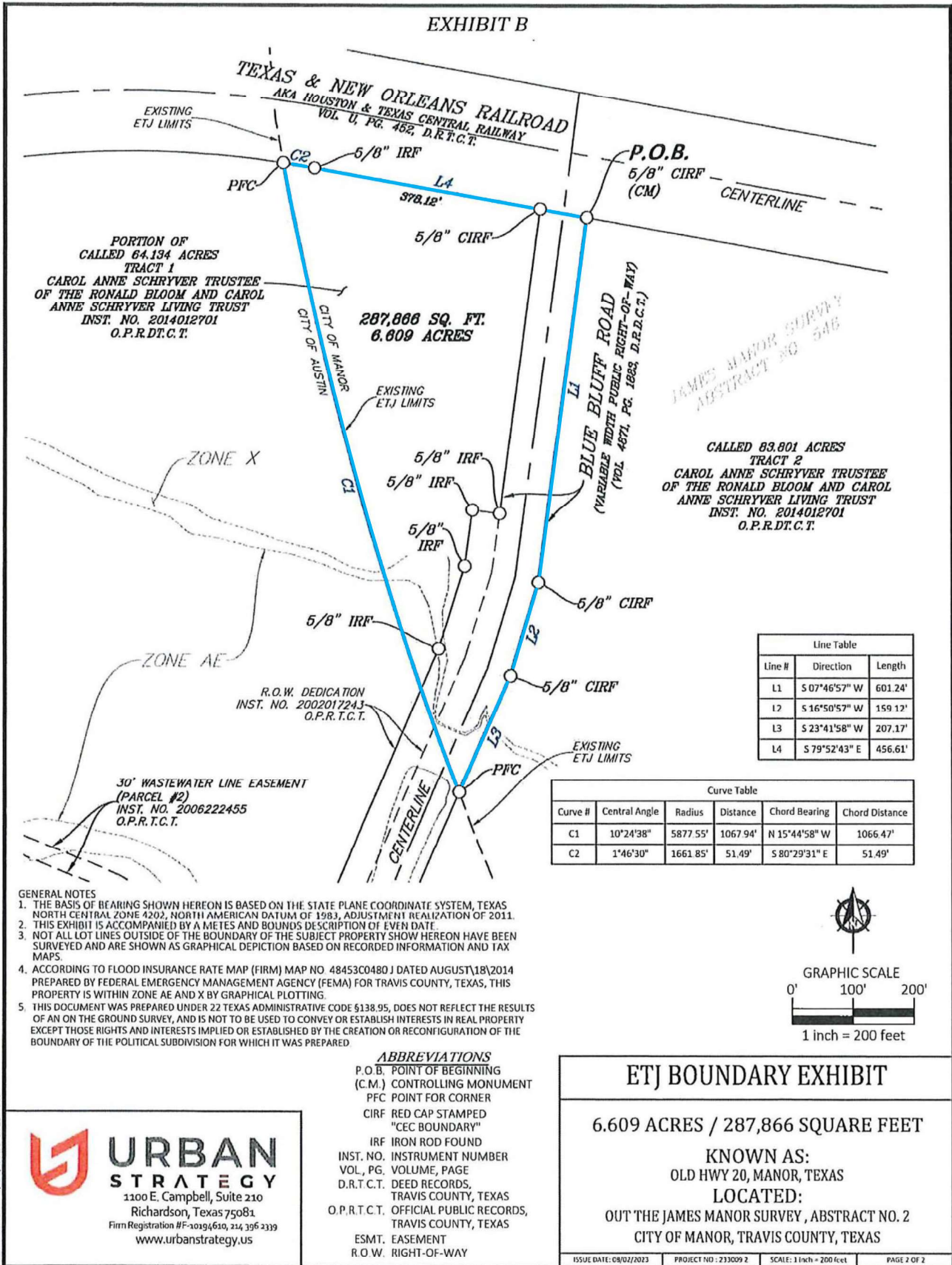
**LOCATED:**  
OUT THE JAMES MANOR SURVEY, ABSTRACT NO. 2  
CITY OF MANOR, TRAVIS COUNTY, TEXAS

ISSUE DATE: 08/02/2023

PROJECT NO: 2330092

PAGE 1 OF 2





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PLOTTED ON: 8/28/2023 9:19 AM

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