



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
Vacant, Place 6

City Council Called Special Session

Wednesday, February 23, 2022 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

A. Declaring the month of February, as “Career and Technical Education Month”

PUBLIC COMMENTS

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

PUBLIC HEARINGS

1. Conduct a public hearing regarding amending the Community Impact Fees for Water and Wastewater.

Submitted by: Pauline Gray, P.E., City Engineer

CONSENT AGENDA

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

2. Consideration, discussion, and possible action on the acceptance of the January 2022 Departmental Reports.

Submitted by: Scott Dunlop, Interim City Manager

- **Police – Ryan Phipps, Chief of Police**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**

- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**

REGULAR AGENDA

- 3. Consideration, discussion, and possible action on Hotel Occupancy Tax Funds for the Sesquicentennial Leadership Manor Class project.**
Submitted by: Debbie Charbonneau, Heritage and Tourism Manager
- 4. Consideration, discussion, and possible action on a 4.8% modification of rate for solid waste hauling and disposal services per the terms of the agreement with Waste Connections.**
Submitted by: Lydia Collins, Director of Finance
- 5. Consideration, discussion, and possible action on an ordinance amending the City of Manor's Impact Fee Ordinance.**
Submitted by: Pauline Gray, P.E., City Engineer
- 6. Consideration, discussion, and possible action on a Purchase Contract with Catholic Diocese of Austin for the benefit of St. Joseph Catholic Church for a water and wastewater utility easement with temporary construction easement; and a release of easement for an existing 15' wastewater easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 7. Consideration, discussion, and possible action on a utility easement with temporary construction easement from Geraldine Timmermann.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 8. Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Manor ISD K-8 Campus Project.**
Submitted by: Scott Dunlop, Interim City Manager
- 9. Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Butler Family Partnership Project.**
Submitted by: Scott Dunlop, Interim City Manager
- 10. Consideration, discussion, and possible action on the request by developer to move forward with levying assessments while the bond closing is delayed for the Lagos Public Improvement District.**
Submitted by: Scott Dunlop, Interim City Manager

- 11. Consideration, discussion, and possible action on a Resolution authorizing and directing the acquisition of land required for a permanent and temporary construction easement for the City's water system known as FM973 Waterline CIP 5-15; ratification of prior offers and actions to obtain such land; and stating intent to exercise the power of eminent domain if necessary to acquire the land.**

Submitted by: Scott Dunlop, Interim City Manager

- 12. Consideration, discussion, and possible action on a tree mitigation fee-in-lieu for Manor Independent School District for 957 caliper inches and located at the proposed K-8 Campus near N. FM 973 and Shadowglen Trace, Manor, TX.**

Submitted by: Scott Dunlop, Interim City Manager

EXECUTIVE SESSION

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

- *Sections 551.087 and 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lagos PID;*
- *Section 551.071, Tex. Gov't Code, and Rule 1.05, Tex. Rules of Professional Conduct, to consult with legal counsel regarding the necessity for and to authorize condemnation of a twenty (20) foot wide permanent easement and a thirty (30) foot wide temporary construction easement on land located Old Highway 20 (aka FM 973), Manor, Texas near Llano Street for construction of a portion of the 973 Waterline CIP 5-15 Project; and*
- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Capital Metropolitan Transportation Authority*

OPEN SESSION

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

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, February 18, 2022, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org.



Proclamation

WHEREAS, February 1-28, 2022, has been designated Career and Technical Education Month[®] by the Association for Career and Technical Education; and

WHEREAS, career and technical education offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness; and

WHEREAS, students in career and technical education programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

WHEREAS, career and technical education provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

WHEREAS, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing, cybersecurity and information technology; and

WHEREAS, career and technical education prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

WHEREAS, career and technical education programs ensure that employers have access to a qualified and thriving workforce, ensuring America is a strong and competitive economy.

NOW THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council do hereby proclaim the month of February 2022, as

“Career and Technical Education Month”

in the City of Manor and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual skills and productivity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 23rd day of February 2022.

Dr. Christopher Harvey, Mayor
City of Manor

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Pauline Gray
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Conduct a public hearing regarding amending the Community Impact Fees for Water and Wastewater.

BACKGROUND/SUMMARY:

The 2021 Community Impact Fee Advisory Committee (AC) has met several times since July 2021 in order to discuss future population projections for Manor, to define Land Use Assumptions for areas located within the City Limits and City ETJ that will be served by City water and wastewater. The committee generated a list of capital improvement projects that are needed in order to provide water and wastewater services for future growth. The committee met and reviewed the calculations for the City's impact fees for water and wastewater. The next step in the process is to conduct a public hearing on the proposed Community Impact Fee Update.

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

- 2021 Community Impact Fee Updated Engineering Report

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council conduct the public hearing.

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

ENGINEERING REPORT
FOR

CITY OF MANOR
2021 COMMUNITY IMPACT FEE UPDATE



CITY OF
MANOR
EST. ★ 1872
TEXAS

February 2022

Prepared By:

Jaeco

JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242

CITY OF MANOR

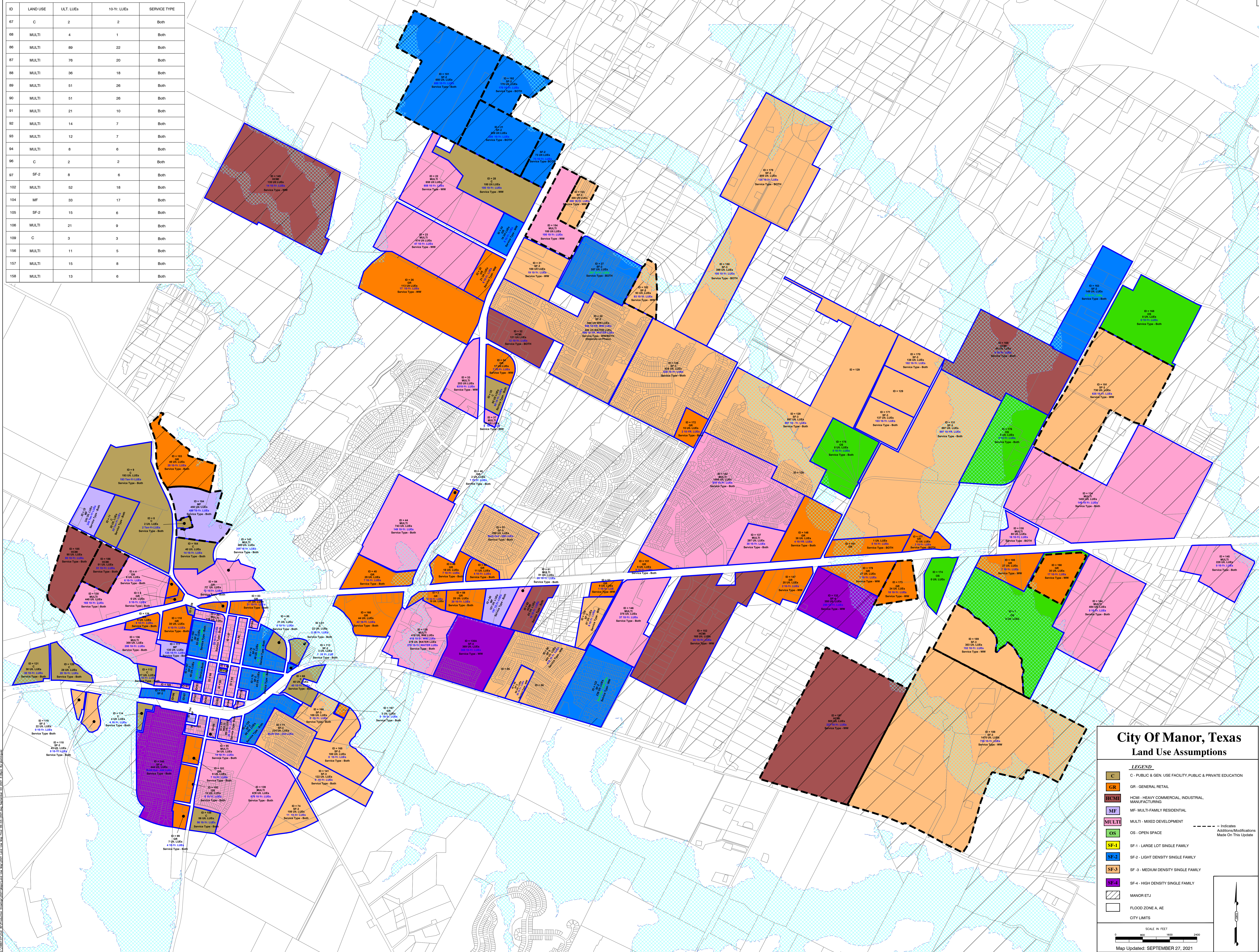
2021 COMMUNITY IMPACT FEE UPDATE

EXHIBITS


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ID	LAND USE	ULT. LUEs	10-Yr. LUEs	SERVICE TYPE
67	C	2	2	Both
68	MULTI	4	1	Both
86	MULTI	89	22	Both
87	MULTI	78	20	Both
88	MULTI	36	18	Both
89	MULTI	51	26	Both
90	MULTI	51	26	Both
91	MULTI	21	10	Both
92	MULTI	14	7	Both
93	MULTI	12	7	Both
94	MULTI	8	6	Both
96	C	2	2	Both
97	SF-2	8	6	Both
102	MULTI	52	18	Both
104	MF	33	17	Both
105	SF-2	15	6	Both
106	MULTI	21	9	Both
109	C	3	3	Both
156	MULTI	11	5	Both
157	MULTI	15	8	Both
158	MULTI	13	6	Both





Legend


 Proposed Storage Tank


 Existing Storage Tank


 12" Water Main


 12"/16" Water Main


 16" Water Main

 ETJ

 City Limits

 Water Main

 Creeks

 10 Yr. Wastewater Service Area

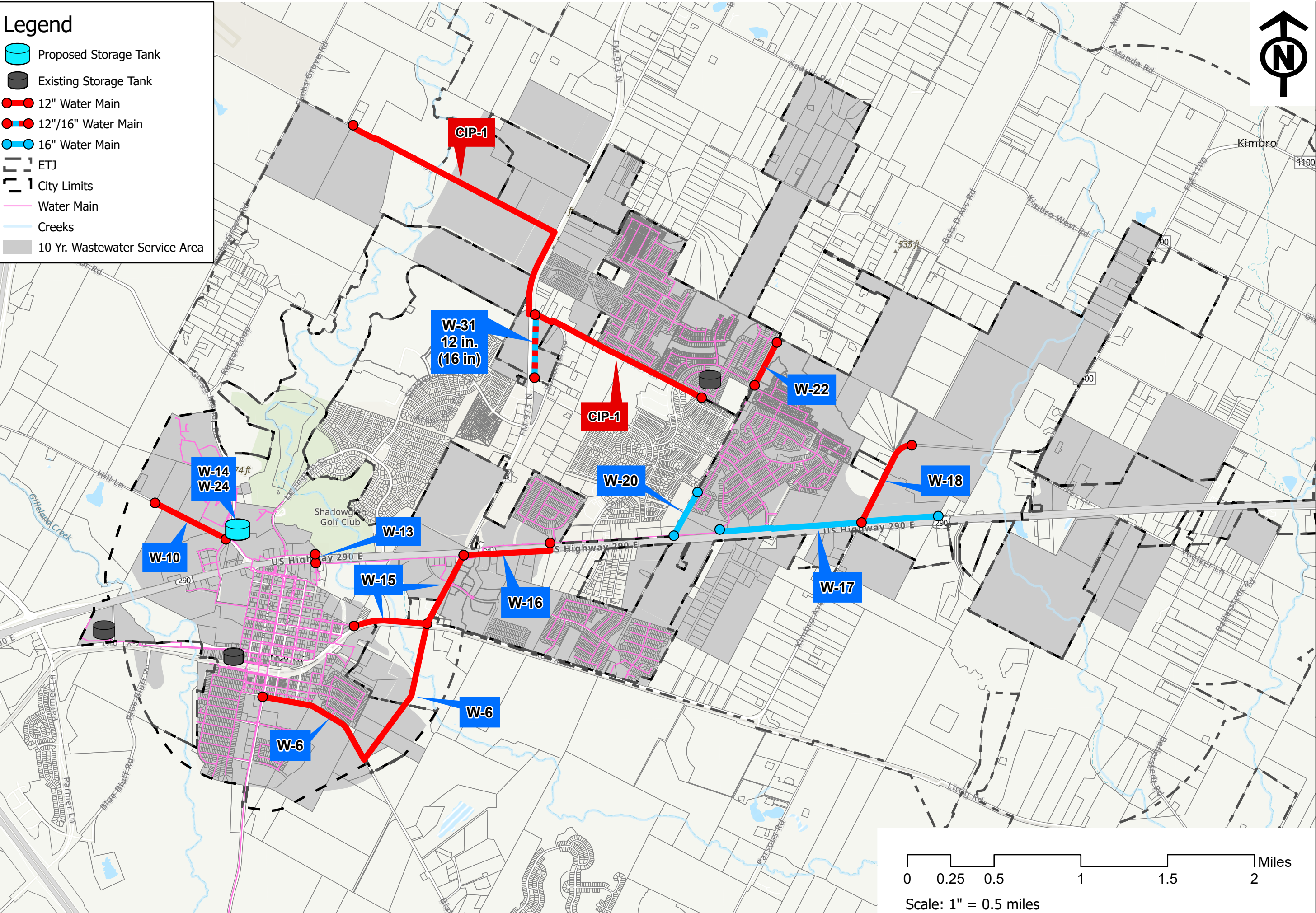


EXHIBIT A-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
NOVEMBER 2021

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2020 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2021	Blake Manor Road Water Line	12	inch	3,200	\$ 268,800.00	0.050	20	\$ 322,560.00	\$ 48,400.00	\$ 48,200.00	\$ 253,529.66	\$ 673,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2020	Hill Lane Water Line	12	inch	3,450	\$ 289,800.00	0.050	20	\$ 333,270.00	\$ 50,000.00	\$ 46,000.00	\$ 259,644.71	\$ 689,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2023	US 290 Crossing at Golf Course	12	inch	250	\$ 100,000.00	0.050	20	\$ 130,000.00	\$ 19,500.00	\$ 22,400.00	\$ 103,974.01	\$ 276,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2022	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,125,000.00	\$ 468,800.00	\$ 503,100.00	\$ 2,478,017.11	\$ 6,575,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2022	US 290 Water Line	12	inch	2900	\$ 275,000.00	0.050	20	\$ 343,750.00	\$ 51,600.00	\$ 55,300.00	\$ 272,576.44	\$ 723,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2020	US 290 Water Line	16	inch	4400	\$ 540,000.00	0.050	20	\$ 621,000.00	\$ 93,200.00	\$ 85,700.00	\$ 483,820.91	\$ 1,284,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2020	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 545,100.00	\$ 81,800.00	\$ 75,200.00	\$ 424,666.41	\$ 1,127,000.00	Transmission main to serve new growth north of US 290
W-20	2023	Bois D'Arc Lane Water Line	16	inch	2700	\$ 302,400.00	0.050	20	\$ 393,120.00	\$ 59,000.00	\$ 67,800.00	\$ 314,474.52	\$ 834,000.00	Transmission main to improve delivery of water from East EST
W-22	2023	Bois D'Arc Lane Water Line	12	inch	2500	\$ 210,000.00	0.050	20	\$ 273,000.00	\$ 41,000.00	\$ 47,100.00	\$ 218,411.96	\$ 580,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 200,000.00	0.050	20	\$ 280,000.00	\$ 42,000.00	\$ 54,700.00	\$ 227,847.65	\$ 605,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	12	inch	5200	\$ 436,800.00	0.050	20	\$ 546,000.00	\$ 81,900.00	\$ 87,900.00	\$ 432,952.88	\$ 1,149,000.00	Transmission main along FM 973 from Tower Road to Canopy Lane to serve new growth.
Water CIP-1	2020	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,560,000.00	0.050	20	\$ 1,794,000.00	\$ 269,100.00	\$ 247,600.00	\$ 1,397,630.92	\$ 3,708,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Total													\$ 20,564,000.00	

Notes:
Water LUEs are defined as requiring 451 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.

Legend

- LS Lift Station
- Wastewater Treatment Plant
- Force Main
- Gravity Main
- 10 Yr. Wastewater Service Area
- ETJ
- City Limits
- Sewer Main
- Creeks

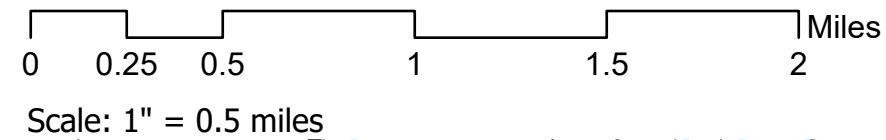
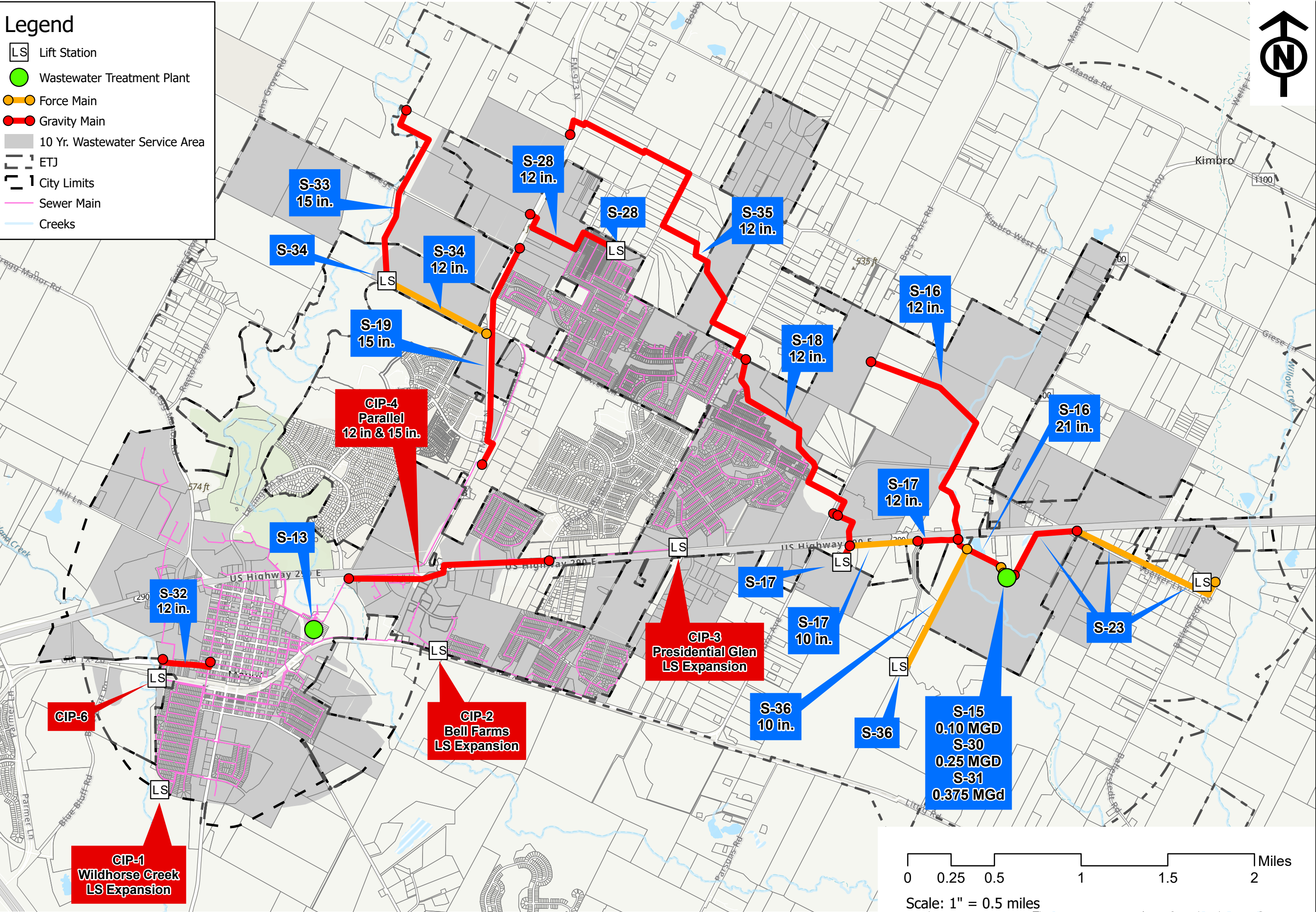


EXHIBIT A-4
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
NOVEMBER 202

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

Project No.	Year	Description	Construction Cost (2021 Dollars)	Interest	Period (months)	Payment	Total Payment	Size	Length	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5.1% over 20 Years)	Total Project Costs	Detailed Description
S-13	2020	Addl. Wilbarger WWTP Capacity	\$ 16,825,000.00	0.00425	240	\$ 145,667.98	\$ 34,960,314.38	1.33 MGD		\$ 19,348,750.00	\$ 2,140,000.00	\$ 400,000.00	\$ 13,071,564.38	\$ 34,960,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-15	2021	Cottonwood WWTP, Phase 1, 0.20 MGD	\$5,119,897.50	0.00425	240	\$ 49,195.04	\$ 11,806,810.71	0.20 MGD		\$ 6,143,877.00	\$ 398,000.00	\$ 850,400.00	\$ 4,414,533.71	\$ 11,807,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
S-16	2021	East Cottonwood Gravity Line	\$ 1,750,000.00	0.00425	240	\$ 14,773.93	\$ 3,545,743.72	12"	3,200	\$ 2,100,000.00	\$ 51,000.00	\$ 69,000.00	\$ 1,325,743.72	\$ 3,546,000.00	Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity
S-17	2021	West Cottonwood LS and FM	\$ 1,000,000.00	0.00425	240	\$ 8,837.74	\$ 2,121,057.51	6" FM and 350 gpm LS	3,700	\$ 1,200,000.00	\$ 79,000.00	\$ 49,000.00	\$ 793,057.51	\$ 2,121,000.00	Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity
S-18	2022	West Cottonwood Gravity Line, Phase 2	\$ 984,000.00	0.00425	240	\$ 8,917.60	\$ 2,140,223.69	15"	8,200	\$ 1,230,000.00	\$ 64,000.00	\$ 46,000.00	\$ 800,223.69	\$ 2,140,000.00	Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity
S-19	2022	FM 973 Gravity Wastewater Line	\$ 700,000.00	0.00425	240	\$ 6,139.30	\$ 1,473,432.00	15"	5,800	\$ 875,000.00	\$ 131,300.00	\$ 106,100.00	\$ 361,032.00	\$ 1,473,000.00	Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln)
S-23	2024	Willow Lift Station and Force Main	\$ 750,000.00	0.00425	240	\$ 8,988.81	\$ 2,157,313.53	200 gpm		\$ 1,012,500.00	\$ 151,900.00	\$ 186,300.00	\$ 806,613.53	\$ 2,157,000.00	Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm
S-28	2018	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	\$ 26,271.96	0.00425	240	\$ 210.84	\$ 50,601.98	12"	3,100	\$ 27,585.56	\$ 4,096.48	\$ -	\$ 18,919.94	\$ 51,000.00	Gravity main to serve new high school; upgrades to existing Stonewater Lift Station.
S-30	2022	Expand Cottonwood WWTP to 0.40 MGD Capacity	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	0.40 MGD		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-31	2025	Expand Cottonwood WWTP to 0.50 MGD Capacity	\$ 2,500,000.00	0.00425	240	\$ 31,340.04	\$ 7,521,608.52	0.50 MGD		\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,812,308.52	\$ 7,522,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-32	2021	Bastrop-Parsons WW Improvements	\$ 418,097.00	0.00425	240	\$ 4,339.12	\$ 1,041,388.76	12"		\$ 501,716.40	\$ 75,300.00	\$ 75,000.00	\$ 389,372.36	\$ 1,041,000.00	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth
S-33	2022	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	\$ 750,000.00	0.00425	240	\$ 8,178.90	\$ 1,962,936.50	15"	6,200	\$ 937,500.00	\$ 140,600.00	\$ 150,900.00	\$ 733,936.50	\$ 1,963,000.00	New wastewater line to serve growth along Gregg Lane.
S-34	2022	Wilbarger Basin lift station and force main (off Gregg Lane)	\$ 1,000,000.00	0.00425	240	\$ 10,906.09	\$ 2,617,461.63	12" FM and 225 gpm LS	3,500	\$ 1,250,000.00	\$ 187,500.00	\$ 201,300.00	\$ 978,661.63	\$ 2,617,000.00	New lift station and force main to servie growth along Gregg Lane.
S-35	2022	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	\$ 850,000.00	0.00425	240	\$ 9,270.31	\$ 2,224,874.33	12"	8,130	\$ 1,062,500.00	\$ 159,400.00	\$ 171,100.00	\$ 831,874.33	\$ 2,225,000.00	Option 1 -New gravity wastewater line to extend wastewater service to City Limits for future growth.
S-36	2022	Lift Station and Force main to Cottonwood WWTP	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	10" FM 1,575 LUEs		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New lift station and force main to serve areas south of US Hwy 290 along Old Kimbro Road.
CIP-1	2021	Wildhorse Creek Lift Station Expansion	\$ 750,000.00	0.00425	240	\$ 7,520.06	\$ 1,804,815.50	1,075 gpm, 2nd WW		\$ 900,000.00	\$ 135,000.00	\$ 95,000.00	\$ 75,900.00	\$ 1,206,000.00	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.
CIP-2	2022	Bell Farms Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	1,400 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 730 LUES. Current phase 1 capacity is 1264 LUES. Ultimate Capcity at phase 2 is 2172.
CIP-3	2022	Presidential Glen Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	2,275 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 1281 LUES. Actual phase 1 capacity with current wastewater flows is in excess of 1500 LUES. Ultimate Capcity at phase 2 is 3517.
CIP-4	2022	US 290 WW Line Expansion	\$ 603,378.00	0.00425	240	\$ 6,579.87	\$ 1,579,169.64	12" & 15"	1,566 & 2,760	\$ 754,222.50	\$ 113,100.00	\$ 121,400.00	\$ 590,447.14	\$ 1,579,000.00	Presently at approximately 264 PG+308 SW = 572 LUEs out of 1800 LUE capacity, expansion will double capacity.
CIP-6	2020	Travis County Rural Center Lift Station, force main	\$ 1,931,000.00	0.00425	240	\$ 16,288.93	\$ 3,909,342.17	500 gpm	500	\$ 2,220,650.00	\$ 127,000.00	\$ 100,000.00	\$ 1,461,692.17	\$ 3,909,000.00	Lift Station and Force Main from Rural Center to existing wastewater line



Total: \$ 92,623,000.00

EXHIBIT B-1
CITY OF MANOR
PLANNING AND DESIGN CRITERIA
NOVEMBER 2021

Item 1.

Water Infrastructure

Criterion	Value	Unit
People per LUE	3.2	
Average Day Water Demand	232	gpd/LUE
Maximum Day Water Demand	464	gpd/LUE
Peak Hour Water Demand	1.5	gpm/LUE
Total Water Storage	200	gal/LUE
Minimum Water Elevated Storage	100	gal/LUE
Minimum Water Pump Capacity	0.6	gpm/LUE
Minimum Water System Pressure (Normal Conditions)	35	psi
Minimum Water System Pressure (Fire Flow Conditions)	20	psi
Maximum Water Line Velocity (Peak Hour/Fire Flow Conditions)	5	fps

Wastewater Infrastructure

Criterion	Value	Unit
People per LUE	3.2	
Average Wastewater Flow	200	gpd/LUE
Peak Wastewater Flow	800	gpd/LUE
Minimum Wastewater Line Velocity	2	fps
Maximum Wastewater Line Velocity	8	fps

Notes:

Water demands and wastewater flows from the City of Manor Adopted Water and Wastewater Master Plans.

System capacities and other design criteria from 30 TAC Chapters 217 and 290.

EXHIBIT B-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
PRO RATA CALCULATIONS
NOVEMBER 2021

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2020 Dollars	Pro Rata Share	Pro Rata Project Cost in 2020 Dollars
W-6	2021	Blake Manor Road Water Line	12"	1667	763	\$ 673,000.00	70%	\$ 471,100.00
W-10	2020	Hill Lane Water Line	12"	91	45	\$ 689,000.00	49%	\$ 340,714.29
W-13	2023	US 290 Crossing at Golf Course	12"	1667	1667	\$ 276,000.00	100%	\$ 276,000.00
W-14	2022	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250000	2500	2500	\$ 6,575,000.00	100%	\$ 6,575,000.00
W-15	2022	FM 973 Water Line	12"	1667	625	\$ 884,000.00	60%	\$ 530,400.00
W-16	2022	US 290 Water Line	12"	1667	1667	\$ 723,000.00	100%	\$ 723,000.00
W-17	2020	US 290 Water Line	16"	2400	900	\$ 1,284,000.00	38%	\$ 481,500.00
W-18	2020	Old Kimbro Road Water Line	12"	1667	700	\$ 1,127,000.00	45%	\$ 507,150.00
W-20	2023	Bois D'Arc Lane Water Line	16"	2400	2400	\$ 834,000.00	100%	\$ 834,000.00
W-22	2023	Bois D'Arc Lane Water Line	12"	1667	1100	\$ 580,000.00	70%	\$ 406,000.00
W-24	2025	Gregg Manor Road Pump Improvements	1200	2000	2000	\$ 605,000.00	100%	\$ 605,000.00
W-31	2022	FM 973 Water Line	12	2400	725	\$ 1,149,000.00	45%	\$ 517,050.00
Water CIP-1	2020	Gregg Lane to Tower Road Waterline	12	2400	725	\$ 3,708,000.00	50%	\$ 1,854,000.00
Water CIP-3	2018	AMR Water Meters		2400	2400	\$ 853,000.00	100%	\$ 853,000.00
								\$ 14,973,914.29

Previously Completed Projects

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2002	1667	Creekside Offsite Utilities	12"	\$ 175,000.00	405	300	18%	\$ 31,000.00
2005	1667	Greenbury Offsite Utilities	12"	\$ 407,816.64	308	1200	72%	\$ 294,000.00
2007	5,600	Water Supply Main From City of Austin to West Elevated Storage Tank and Downtown	16"	\$ 1,057,675.36	1550	2650	47%	\$ 501,000.00
2008	5,000	West Elevated Storage Tank	500,000	\$ 2,138,083.58	1550	2650	53%	\$ 1,133,000.00
2010	2,400	Presidential Glen Water Lines	16"	\$ 465,054.06	8	1300	54%	\$ 252,000.00
2009	5,000	East Manor Elevated Storage Tank	500,000	\$ 1,880,381.34	1550	2650	53%	\$ 997,000.00
Totals				\$ 6,124,000.00				\$ 3,208,000.00

CIF Ineligible Projects



EXHIBIT B-3
CITY OF MANOR WATER IMPROVEMENTS
MISCELLANEOUS PROJECT COSTS
NOVEMBER 2021

Item 1.

Description	Amount
CIF Studies	\$ 13,450.00
Study Cost for Water, Mapping, Modeling	\$ 40,000.00
Total Water-Related Costs	\$ 53,450.00

EXHIBIT B-4
CITY OF MANOR WATER
IMPACT FEE CALCULATION
NOVEMBER 2021

Item 1.

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 18,235,364.29
Number of LUEs added:	\$ 5,782.00
Maximum Water CIF:	\$ 3,154.00
50% Credit:	\$ (1,577.00)
MAXIMUM ASSESSABLE CIF:	\$ 1,577.00

EXHIBIT B-5
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
PRO RATA CALCULATIONS
NOVEMBER 2021

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2015 Dollars	Pro Rata Share	Pro Rata Project Cost in 2020 Dollars
S-13	2020	Addl. Wilbarger WWTP Capacity	1.33 MGD	5354	4200	\$34,960,000.00	95.00%	\$33,212,000.00
		Cottonwood WWTP, Phase 1, 0.20 MGD	0.1 MGD	363	363	\$11,807,000.00	100.00%	\$11,807,000.00
S-15	2021	East Cottonwood Gravity Line	12"	1000	375	\$3,546,000.00	50.00%	\$1,773,000.00
S-16	2021	West Cottonwood LS and FM	12"	1200	540	\$2,121,000.00	50.00%	\$1,061,000.00
S-17	2021	West Cottonwood Gravity Line, Phase 2	15"	1200	540	\$2,140,000.00	45.00%	\$963,000.00
S-18	2022	FM 973 Gravity Wastewater Line	15"	754	75	\$1,473,000.00	50.00%	\$737,000.00
S-19	2022	Willow Lift Station and Force Main	200 gpm	210	100	\$2,157,000.00	47.62%	\$1,027,000.00
S-23	2024	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	12"	1000	500	\$51,000.00	100.00%	\$51,000.00
S-28	2018	Expand Cottonwood WWTP to 0.40 MGD Capacity	0.40 MGD	909	909	\$5,235,000.00	100.00%	\$5,235,000.00
S-30	2022	Expand Cottonwood WWTP to 0.50 MGD Capacity	0.50 MGD	1272	1272	\$7,522,000.00	100.00%	\$7,522,000.00
S-31	2025	Bastrop-Parsons WW Improvements	12"	1272	1272	\$1,041,000.00	100.00%	\$1,041,000.00
S-32	2021	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	15"	1200	1200	\$1,963,000.00	100.00%	\$1,963,000.00
S-33	2022	Wilbarger Basin lift station and force main (off Gregg Lane)	12" FM and 225 gpm LS	1200	1200	\$2,617,000.00	100.00%	\$2,617,000.00
S-34	2022	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	12"	1200	600	\$2,225,000.00	60.00%	\$1,335,000.00
S-35	2022	Wildhorse Creek Lift Station						
CIP-1	2021	Expansion	1,075 gpm, 2nd WW	1586	1586	\$1,206,000.00	100.00%	\$1,206,000.00
CIP-2	2022	Bell Farms Lift Station Expansion	1,400 gpm, 2nd WW	2172	2172	\$918,000.00	100.00%	\$918,000.00
CIP-3	2022	Presidential Glen Lift Station						
CIP-4	2022	Expansion	2,275 gpm, 2nd WW	3517	1119	\$918,000.00	65.00%	\$597,000.00
CIP-6	2020	US 290 WW Line Expansion	12" & 15"	3600	2300	\$1,579,000.00	63.89%	\$1,009,000.00
		Travis County Rural Center Lift Station, force main	500 gpm	679	340	\$3,909,000.00	50.07%	\$1,957,000.00
								\$76,031,000.00

Previously Completed Projects

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2001	300	Hamilton Point Sewer Main	Gravity Sewer Line to Serve Hamilton Point Sub	\$128,000.00	300	0	0%	\$-
2003	1091	Creekside Offsite/Onsite and Wilbarger WWTP	Lift Station, Forced Main and WWTP	\$1,033,000.00	726	375	34%	\$355,000.00
2004	1264	East Old Highway 20 Gravity Line, Lift Staion, Forced Main (Bell Farms FM)	Gravity Line Lift Station and Forced Main to Serve new growth along Old Highway 20	\$1,034,873.04	616	650	51%	\$532,000.00
2005	1885	Greenbury Gravity Line	Gravity Line Along US 290 to Serve Greenbury Sub	\$619,007.39	308	682	36%	\$224,000.00
2008	888	Carriage Hills Lift Station and Forced Main	Lift Station and Forced Main to Serve Carriage Hills Sub	\$680,972.01	165	175	20%	\$134,000.00
Totals				\$3,495,852.45				\$1,245,000.00

CIF Ineligible Projects

2009	727	Wilbarger WWTP Capacity Buyback	
		Creekside Lift Station Forced Main	
2005		Adjustment	

EXHIBIT B-6
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
MISCELLANEOUS PROJECT COSTS
NOVEMBER 2021

Item 1.

Description	Total Cost
CIF Studies	\$ 13,450.00
Gilleland Creek COA Impact Fee (34 LUEs @ \$1,400)	\$ 47,600.00
Study Cost for Wastewater, Mapping, Modeling	\$ 40,000.00
Total Sewer-Related Costs	\$ 101,050.00

EXHIBIT B-7
CITY OF MANOR WASTEWATER
IMPACT FEE CALCULATION
NOVEMBER 2021

Item 1.

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 77,377,000.00
Number of LUEs added:	8,655.00
Maximum Wastewater CIF:	\$ 8,940.00
50% Credit:	\$ (4,470.00)
MAXIMUM ASSESSABLE CIF:	\$ 4,470.00

EXHIBIT B-8
CITY OF MANOR WATER AND WASTEWATER IMPACT
FEE FACTORS
NOVEMBER 2021

Item 1.

1. RESIDENTIAL DEVELOPMENT

Community Impact Fees for residential development shall be assessed based upon the number of dwelling units proposed for development times the appropriate LUE Factor for water as shown below.

Dwelling Type	Units	LUE Factor
Single Family Residential	Per Housing Unit	1
Two-Family Residential	Per Residential Unit	0.7
Three-Family Residential	Per Residential Unit	0.7
Multi-Family Residential	Per Residential Unit	0.5

2. NON-RESIDENTIAL DEVELOPMENT

Community Impact Fees for all non-residential development shall be assessed based upon the water meter size and type installed to serve the proposed development water, as shown below.

Meter Size (Inch)	Type	LUE Factor
5/8	Positive	1
	Displacement	
3/4	Positive	1.5
	Displacement	
1	Positive	2.5
	Displacement	
1-1/2	Positive	5
	Displacement	
2	Positive	8
	Displacement	
2	Compound	8
2	Turbine	10
3	Compound	16
3	Turbine	24
4	Compound	25
4	Turbine	42
6	Compound	50
6	Turbine	92
8	Compound	80
8	Turbine	160
10	Compound	115
10	Turbine	250
12	Turbine	330

City of Manor
Water and Wastewater
Impact/Tap Fee Comparison Chart

City	Water Impact Fee ¹	Wastewater Impact Fee ¹	Water Tap Fee ¹	Wastewater Tap Fee ¹	Total
Bastrop	\$ 1,785.00	\$ 5,020.00	\$ 350.00	\$ 300.00	\$ 7,455.00
Bartlett - 11	Vary	Vary	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Belton ³			\$ 800.00	\$ 775.00	\$ 1,575.00
Elgin	\$ 3,790.00	\$ 2,348.00	\$ 2,000.00	\$ 2,000.00	\$ 10,138.00
Florence ³	\$ 2,527.00	\$ 1,144.00	\$ 1,000.00	\$ 800.00	\$ 5,471.00
Georgetown ⁷	\$ 6,921.00	\$ 2,500.00	\$ 850.00	\$ 800.00	\$ 11,071.00
Harker Heights ⁶	No CIF Program	No CIF Program	\$ 275.00	\$ 275.00	\$ 550.00
Holland	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 3,200.00
Jarrell ²	\$ 3,700.00	\$ -	\$ 750.00	\$ -	\$ 4,450.00
Jarrell - 10	\$ 1,600.00	\$ 1,600.00	\$ 650.00	\$ 650.00	\$ 4,500.00
Liberty Hill ⁸	\$ 5,500.00	\$ 4,000.00	\$ 3,500.00	\$ 600.00	\$ 13,600.00
Leander	\$ 4,309.00	\$ 2,820.00	\$ 840.00	\$ 750.00	\$ 8,719.00
Manor	\$ 1,325.00	\$ 4,047.00	\$ 750.00	\$ 750.00	\$ 6,872.00
Manor - proposed	\$ 1,557.00	\$ 4,470.00	\$ 750.00	\$ 750.00	\$ 7,527.00
Pflugerville	\$ 4,241.00	\$ 2,725.00	\$ 250.00	\$ 250.00	\$ 7,466.00
Pflugerville - proposed	\$ 7,897.56	\$ 8,184.82	\$ 250.00	\$ 250.00	\$ 16,582.38
Round Rock - 12	\$ 4,025.00	\$ 2,099.00	Vary	Vary	\$ 6,124.00
Salado ^{4,5}	Vary	\$ 5,152.00	\$ 3,400.00	\$ 4,000.00	\$ 12,552.00
Taylor -13	\$ 1,770.00	\$ 1,230.00	\$ 1,375.00	\$ 1,340.00	\$ 5,715.00
Temple ³	No CIF Program	No CIF Program	Varies	Varies	\$ -
Troy	No CIF Program	No CIF Program	\$ 900.00	\$ 725.00	\$ 1,625.00
Waco ⁹	No CIF Program	No CIF Program	quoted on per cost basis	quoted on per cost basis	\$ -
Average	\$ 3,463.17	\$ 3,021.24	\$ 1,067.89	\$ 874.47	\$ 6,236.02
Average CIF Program Cities	\$ 3,487.82	\$ 2,745.08	\$ 1,297.08	\$ 1,009.58	\$ 7,627.67

Notes:

- 1 - Fees for a standard single family residential house (1 LUE) with a standard 5/8" x 3/4" meter and 4" ww service
- 2 - Jarrell water supplied by Jarrell Schwertner Water Supply Corporation, Impact Fee includes Capital Recovery and Tap Fee; City of Jarrell provides water service to portions of City
- 3 - prices based on project; no set amount available
- 4 - Tap fee includes: \$100 membership fee, \$300 tap fee and \$700 installation fee
- 5 - Salado does not have a sewer system, \$6,300 represents low price for a septic system; Salado Water Supply Corporation supplues water
- 6 - Harker Heights charges for water and sewer connections on a cost basis, fees range from minimum of \$200 to over \$1,000; flat fee to connect to utility system, connection fee \$275.00
- 7 - Georgetown water and sewer tap fees include a \$500 each engineering and inspection fee; Imapct fee effective October 2018
- 8 - Liberty Hill charges \$6,000 fee for gravity section of City
- Liberty Hill WSC charges \$100 membership fee, plus average of \$400-\$700 for tap
- 9 - Waco quotes on an individual basis



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the January 2022 Departmental Reports.

BACKGROUND/SUMMARY:

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- January 2022 Department Monthly Reports

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and accept the January 2022 Departmental Reports.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

2/23/2022

January 2022

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	2100	1622	29.46↑	Patrol Car Rental
Average CFS per day	67.74	52.3	29.52↑	Last Month \$2,993
Open Cases	14	21	50↓	YTD \$2,993
Charges Filed	55	27	33.33↑	
Alarm Responses	54	37	45.94↑	
Drug Cases	7	6	16.66↑	
Family Violence	2	9	77.77↓	
Arrests Fel/Misd	13FEL/42MISD	4FEL/23MISD	225FEL↑/82.60MISD↑	
Animal Control	25	13	92.3↑	
Traffic Accidents	40	23	73.91↑	
DWI Arrests	10	16	37.5↓	
Traffic Violations	494	36	1272.22↑	
Impounds	51	25	104↑	
Ordinance Violations	80	14	471.42↑	
Victim Services Cases	22	40	45↓	
Total Victims Served	22	20	10↑	
Laboratory Submissions	0	6	100↓	

Notes:

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

January 1-31, 2021

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	3	\$10,500.00	\$3,018.00	
Commercial Irrigation	2	\$50,000.00	\$4,964.00	
Commercial New	1	\$5,000,000.00	\$78,775.40	Holiday Inn Express
Commercial Remodel/Repair	1	\$15,000.00	\$2,738.50	Walmart
Commrcial Sign	1	\$0.00	\$122.20	Manor Lube
Residential Deck/Patio	3	\$16,731.00	\$674.00	
Residential Electrical	9	\$107,221.00	\$1,303.00	
Residential Fence	2	\$4,200.00	\$214.00	
Residential Foundation Repair	3	\$9,450.00	\$291.00	
Residential Irrigation	21	\$8,954.24	\$2,317.00	
Residential New	87	\$30,655,514.90	\$267,084.20	
Temporary Sign	1	\$0.00	\$62.00	
Totals	134	\$35,877,571.14	\$361,563.30	

Total Certificate of Occupancies Issued: 30

Total Inspections(Comm & Res): 1,292

Scott Dunlop, Interim City Manager

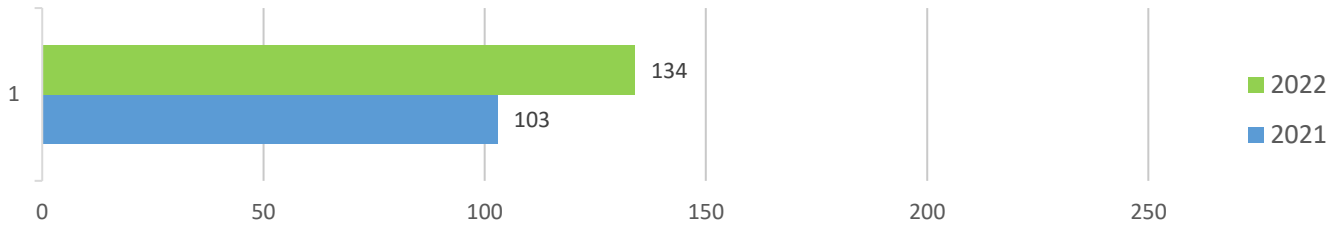




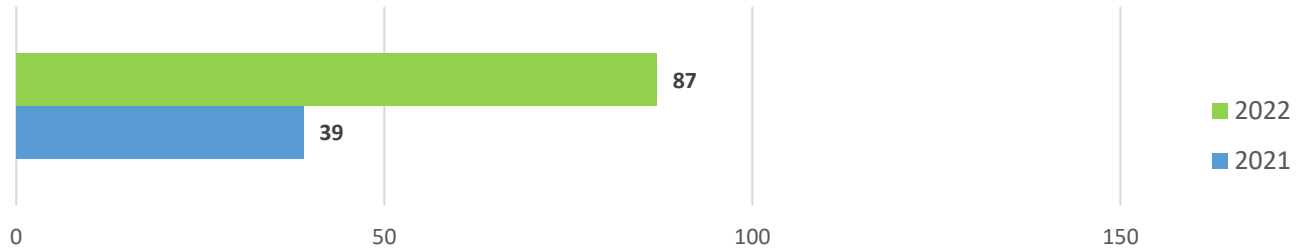
January 2021

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR

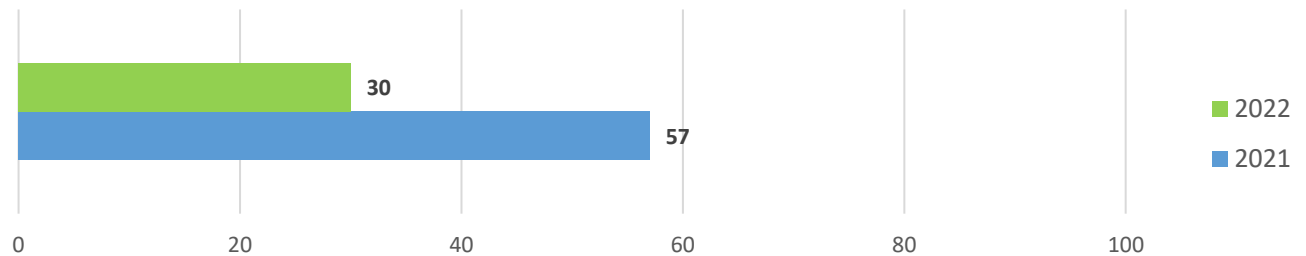
ALL PERMITS ISSUED



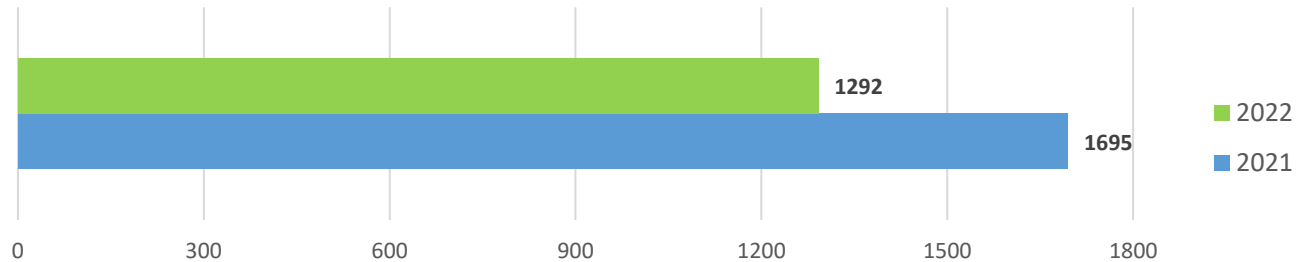
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
From: Debbie Charbonneau, Heritage & Tourism Manager
Date: February 23, 2022
RE: **February & March 2022**

COMMUNITY MEETINGS

Chamber of Commerce February Board of Directors Meeting – Monday, February 28, 2022
2022 Sesquicentennial Golf Tournament Meeting – Tuesday, February 8, 2022
2022 Sesquicentennial Monthly Meeting – Tuesday, February 15, 2022
ManorPalooza Meeting – Thursday, February 24, 2022
City Council Meeting – State of the City Address - Wednesday, February 2, 2022

BUSINESS CONTACTS/VISITS

I made twenty 25 business contacts/visits for the months of January & February

EVENTS

LEADERSHIP MANOR – CLASS #2 – THE SESQUICENTENNIAL CLASS

February was Ft. Hood Day. It was a great day. We enjoyed a briefing at III Corps by Colonel Foster. We then went to the Police Department and saw their command crime unit trailers. We then went to the DFAC and lunch. Our final stop was at the flight simulators. We were briefed by the pilots before entering the simulators. It was a great and memorable experience.

March will be our State Capitol Day hosted by Senator Eckhardt.

SESQUICENTENNIAL 2022

The Steering committee has been meeting monthly and really excited to kick-off on New Year's Eve.



MEMO

The Steering Committee Members are:

Lluvia Almaraz (City Secretary)

Michelle Anderson, (Dwyer Realty)

Debbie Charbonneau (Heritage & Tourism Manager and Chair, City of Manor)

Lydia Collins (Finance Director, City of Manor)

Sean Donnelly (Vice-President, Frontier Bank)

Scott Dunlop (Development Services Director, City of Manor)

Heath Ferguson (IT Manager, City of Manor)

Michelle Glaze (Director, Public Relations, Principal Professional Communications & Community Affairs/SAS, Samsung Electronics)

Grant Hutchison (Owner, Shadow Glen Golf Club)

Chief Ryan Phipps (Chief of Police and Co-Chair, City of Manor)

Mike Tuley (Public Works Director, City of Manor)

Tim Schultz (Community & Economic Development Representative, Bluebonnet Electric Co-Op)

Tracey Vasquez (Human Resources Manager, City of Manor)

Anne Weir (Councilwoman Place 2, City of Manor)

Lance Zeplin (Public Works Superintendent, City of Manor)

The Sponsorship Committee is actively seeking sponsors for this event. We are pleased to announce and welcome the following sponsors:

Samsung Austin Semiconductor	Water Tower Sponsor	\$25,000.00
Frontier Bank	James Manor Sponsor	\$10,000.00
Applied Materials	James Manor Sponsor	\$10,000.00
Bluebonnet	Timmerman Park Sponsor	\$ 5,000.00
Greater Texas Federal Credit Union	Jennie Lane Sponsor	\$ 2,500.00
Whiskey Girls	Jennie Lane Sponsor	\$ 2,500.00
Cap Metro	Jennie Lane Sponsor	\$ 2,500.00
Thomas Bolt & Dr, Dustin Welch	Marnos Art Park Sponsor	\$ 1,000.00
AustiNuts	Manor Art Park Sponsor	\$ 1,000.00
Modisett & Sons	Manor Art Park Sponsor	\$ 1,000.00
Southside Market	Manor Art Park Sponsor	\$ 1,000.00
Good Luck Grill	Manor Art Park Sponsor	\$ 1,000.00
American Contractors	Manor Art Park Sponsor	\$ 1,000.00
Thomas Bolt & Dr. Dustin Welch	Manor Art Park Sponsor	\$ 1,000.00
Café 290	Manor Art Park Sponsor	\$ 1,000.00

We held our February meeting on Tuesday, February 15, 2020.



MEMO

MANORPALOOZA 2022 – MAY 6 & 7, 2022

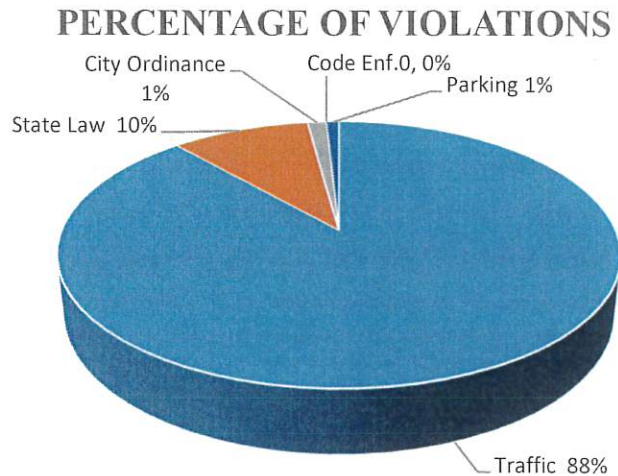
The Friends of Manor Parks Board of Directors have been meeting and planning the event.

OTHER DUTIES

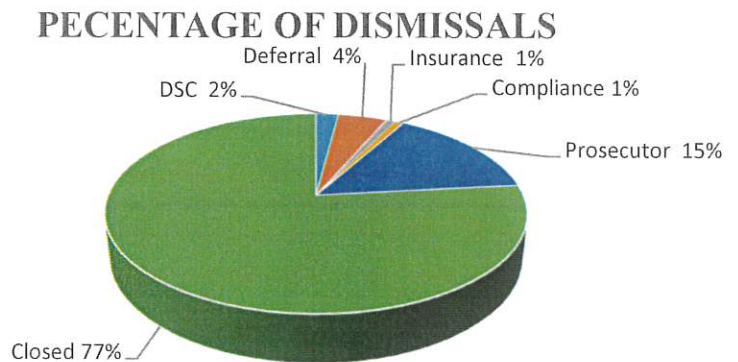
Qwally Meeting – Monday, February 14, 2022.

City of Manor Municipal Court JANUARY 2022

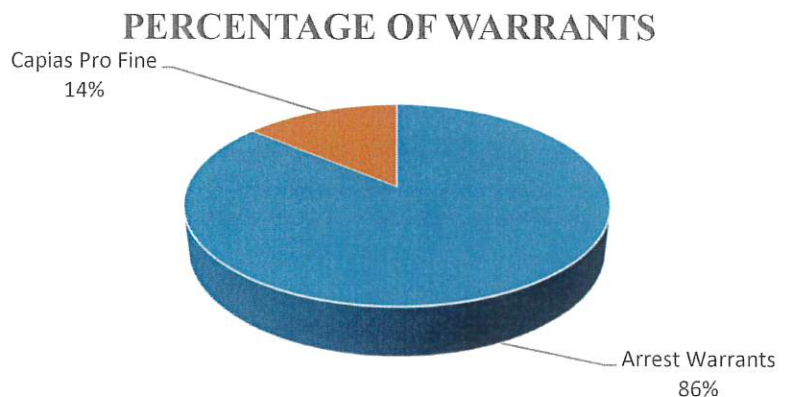
Violations Filed	Jan-22	Jan-21
Traffic	206	22
State Law	22	5
City Ordinance	3	11
Code Enforcement	0	1
Parking	2	1
Total	233	40



Dismissals	Jan-22	Jan-21
DSC	5	12
Deferral	11	26
Insurance	2	0
Compliance	2	0
Prosecutor	37	35
Closed	188	199
Total	245	272



Warrants	Jan-22	Jan-21
Arrest Warrants	92	0
Capias Pro Fine	15	0
Total	107	0



Money Collected in January 2022

Kept By City	\$36,193.01
kept By State	\$13,003.33
Total	\$49,196.34

Money Collected in January 2021

Kept By City	\$21,901.50
Kept By State	\$8,428.59
Total	\$30,330.09



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: February 23, 2022
RE: January Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In January, 54 % of the water we supplied to our residents was from our wells, and we purchased 46% from EPCOR and Manville WSC.

Population

City of Manor- 17,228
Shadowglen- 5,990

Subdivision Inspections

- Street Inspections- 32
- MS4 – 3 Inspections per working day.
- Water Inspections- 10
- Wastewater Inspections- 9

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
February 2022

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Project closeout	100%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Carrie Manor Lift Station electrical connected in January. lift startup to begin this month	99%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Project closeout	100%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Project closeout	100%
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Equipment installation ongoing	95%
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Construction is at approximately 90%. Contractor has been delayed by shortages of lift station equipment. The contract completion date of January 8 is expected to be extended into February.	90%
US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Project Complete.	Project complete and retainage released 1/14/22
FM973 Water & WW Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Water installation has been completed; working on testing the lines; to begin wastewater week of February 7 th .	Construction Phase – Construction approx. 50% complete. Construction paused while waiting for easement.

Bastrop/Parsons Gravity Main	12" gravity wastewater main	Wastewater improvements have been installed and are in service. Contractor is completing clean-up and pavement repairs	90%
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CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Construction contract was approved for award at 10/20/21 Council meeting	Easements are close to being finalized. Expected notice to proceed on 2/28/22 with completion 5/29/22
Pavement Management Program	Pavement Assessment and Management Program	Began working on Phase 2.	Phase 2 – 10% complete
I&I Program	Phase 1 and Phase 2 Inflow and Infiltration Program	Working on analyzing data and preparing report.	Phase 1 – complete Phase 2 – 85% complete
Cottonwood Creek Wastewater Line Extension	Northern extension of gravity wastewater line in Cottonwood Creek Basin	Construction documents are at 90% completion	Design Phase
Manor Commercial Park WW Collection System	Phased wastewater collection system improvements for Beltex area	Internal project kickoff meeting has been held; survey scope established, working on ROEs	Preliminary Engineering
Gregg Manor Road GST and Pressurization Facilities	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Project kickoff meeting to be held week of February 14; survey scope established	Preliminary Engineering
FM 973 and US 290 Water Lines, CIP W-15 & W-16	Water line extensions along FM973 and US 290	Project kickoff meeting to be held week of February 14; survey scope established, working on ROEs	Preliminary Engineering
Bell Farms and Carriage Hills LS Imp, CIP-2 & CIP-3	Upgrades to the Bell Farms and Carriage Hills lift stations to provide capacity for new growth	Project kickoff meeting conducted, ; survey scope established, working on ROEs	Preliminary Engineering
FY 2021 Paving Improvements Project	Capital Metro BGA and City-Funded paving improvements	Preparing construction plans and specifications.	Construction plans and specifications 15% complete.
Cottonwood Creek West Tributary WW Improvements	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Project kickoff meeting scheduled for week of February 17 th ; survey scope established, working on ROEs.	Preliminary Engineering
Cottonwood Creek Grant Project	Grant funded expansion of the Cottonwood Wastewater Treatment Plant	Project kickoff meeting conducted, working with City Staff on grant applications	Preliminary Engineering

Streets and Parks Monthly Report January 2022

Daily Duties and Projects 1-1-2022 / 1-31-2022

Street Maintenance – alley repair at N. LaGrange St. & E. Boyce.

Street Maintenance - cleaned debris in drainage and off clogged drainage pipe on Tower road.

Street Maintenance- repaired and replaced post for golf cart sign on S. Lexington St.

Street Maintenance – repaired Stop sign at Paseo De Presidente Blvd and Gunn Ln.

Street Maintenance – installed 2 glass cabinets for city hall.

Streets Maintenance – pothole repairs at Johnson Road, E. Browning St, N. Caldwell St.

Street Maintenance- repaired street name signs at Lapoyner & Athens St.

Streets Maintenance/Parks – repaired Stop sign at Stone Water Blvd & Waterford Way.

Streets Maintenance – sidewalk replacement from water cut at Carriage Hill Dr & Pine Needle St.

Streets Maintenance – sidewalk replacement from water cut at Skysail & Gallant St.

Streets/Parks Maintenance- placed new mulch around trees at Jennie Lane Park.

Parks Maintenance – irrigation repair replaced valve at city hall.

Streets/Parks Maintenance – took down Christmas lights and decorations and stored them.

Parks Maintenance – Planted 18 new trees around granite trail at Bell farms Park.

Parks Maintenance – cut and removed trees in creek off Ring Dr to improve drainage runoff.

Parks Maintenance – 3 irrigation repairs (leaks) at Greenbury Park.

Parks Maintenance- removed tree stumps at the water tower at Murray St. & Burnet St.

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds @ park facilities completed.

Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

-32 locations inspected once a day.

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

Concrete Pre pour Inspection

Logos Phase 4 & 5 – 2 inspections

Manor Heights Phase 2 – 10 inspections

Manor Heights Phase 3 – 0 inspections

Manor Heights Phase 6 – 0 inspections

Logos Village Clusters – 2 inspections

Presidential Heights Phase 6 – 1 inspection

Density Test

Lagos Phase 4 & 5 - 0 inspections

Manor Heights Phase 2 Sec 2 – 0 inspection

Presidential Heights Phase 6 – 0 inspection

Shadowview Sec 3 Hill Ln – 2 inspections

Proof Rolls

Lagos Phase 4 & 5 – 0 inspections

Manor Heights Phase 6 – 0 inspections

Manor Heights Phase 2 sec 2 – 0 inspections

Shadowview Sec 3 Hill Ln – 0 inspections

Pre-Pave Inspections

Logos Phase 3 – 0 inspections

Manor Heights Phase 2 Sec 2 – 0 inspection

Manor Heights Phase 6 – 0 inspection

Presidential Heights Phase 6 – 0 inspection

Storm Sewer Inspections

Manor Heights Phase 3 – 1 inspection

Gregg Manor Rd – 0 inspections

Shadowview Sec 3 Hill Ln – 0 inspections

Village of Manor Commons Phase 2 – 6 inspections

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

- Presidential Heights Phase 3 – homes are still being built.
- Presidential Heights Phase 6 – walk through for pre-construction
- Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs. October 2021
- Presidential Heights Phase 5 – 1 -year walkthrough has been done, contractor in process of repairs. September 2021
- Presidential Heights Phase 4 – 2 years walkthrough has been done, contractor in process of repairs. November 2021
- Stonewater North Phase 3- Homes are being built.
- Stonewater North Phase 2- 2 years walkthrough has been done, contractor in process of repair. April 2021
- Stonewater North Phase 3-2-year Walkthrough has been done, contractor in process of repairs. September 2021
- Manor Commons – Phase 1- homes are still being built.
- Manor Heights – Phase I Sec. 1 – homes are being built.
- Manor Heights – Phase I Sec. 2 – homes are being built.
- Manor Heights Phase 1 Sec 1 – 1-year walkthrough has been done, contractor in process of repairs. November 2021
- Manor Heights – Phase I Sec. 2 – Contractor in building process.
- Manor Heights – Phase II Sec. 1- Contractor in development process.
- Manor Heights – Phase II Sec. 1 & 2 walk through for per-construction.
- Manor Heights – Phase III Sec. 1- development process.
- Manor Heights Phase III Sec. 2 – development process.
- Grass Dale Manor Apartment - is in building process.
- Manor Grand Apartments - is in building process.
- Prose Manor Commons Apartments – Contractor is in building process.
- Dairy Queen – Contractor in building process.
- Manor Commons wastewater and water improvements in process.
- Logos Phase 4 and 5 in development process.
- Lagos Phase 2- homes are being built.
- Logos Village Clusters in building process.
- Lagos TIA improvements on San Marcos St. in process.
- Shadowglen Phase 2 Sec 22 & 23A walkthrough punch list. September 2021
- Shadowglen Phase 2 Sec 25 & 26 walkthrough punch list. September 2021
- Shadowglen Phase 2 Sec 27A & 27B and 28-Trails walkthrough punch list. December 2021
- Shadowglen Phase 2 Sec 17 2-year walkthrough has been done, contractor in process of repairs. November 2021
- Shadowglen Phase 2 Sec 21A & 21B walkthrough punch list. January 2022

Water Monthly Report January 2022

For the month of January, the Water Department had 23 service calls, 8 repair jobs, 13 maintenance jobs and 10 inspections.

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

Repairs

305 East Burton St. - replaced a broken 3/4 curb stop.

Timmerman Park - make a new 2 x 1 water tap and run 1" service install 1 " ball valve for new restrooms.

16805 Trevin Cove - replaced a broken 1 x 5/8 angle stop.

12917 wedding drive - repaired a 1 1/2 service line break replaced 1 1/2 cts dresser that was leaking.

Llano St and Old HWY NW corner - repaired a 2" main break used a 2x 7 1/2 collar leak repair clamp.

16820 Hamilton Point - repaired a leaking 1" angle meter stop.

12753 St Mary - repaired a 3/4 poly service line leak used 1 3/4 cts coupling to make repairs.

400 West Parsons - city yard pump room - pulled 10" butterfly valves on high service booster pump number 3 and 4 and installed spools on suction side of pumps.

Maintenance

309 West Browning - locate water mains and services for Blue Bonnet electric replacing pole number 320239 in alley.

Ring and FM 973 - locate utilities for contractor installing poles for traffic lights on all corners by marked water main with blue paint and flags, contractor contact David.

Aqua Tech Lab - took first set of Bac T samples and dropped off at Aqua Tech Lab.

Dairy Queen - dropped off 1" water meter for building and a 3/4 meter for irrigation with contractor.

Clearwell at Gilbert ln - ordered 5 - 150 lb. cl2 bottles for clear well.

Well Number 2- replaced bad power supply module with spare power supply module we had in stock will send bad power supply module to Data Flow Systems for repairs.

Data Flow - sent power supply module from Well number 2 in for repairs RA number 68456-RA power supply serial number 296-002451-017 model number: PSM003.

Data Flow - sent in NSM001 card from Public works Scada control room in for repairs RA number 68455-RA NSM001 card serial number 375-002336-010.

Aqua Tech Lab - took second set of Bac T samples and dropped off at Aqua Tech Lab.

Stonewater subdivision - set out flushing signs a day prior to flushing to notify customer we will be doing our monthly flushing.

Hamilton Point subdivision-set out flushing signs a day prior to flushing to notify customer we will be doing our monthly flushing.

Clearwell at 5311 Gilbert ln - changed cl2 bottle 2 150 lbs.

First qtr. samples with Antea Group (Sampler Alexis Rubio 512 660 0329) at 5311 Gilbert Rd,12301 Waterford Run Way,14400 Boudin St,

16613 Trevin Cove,13316 Nelson Houser,11801 Bastrop,18320 Maxa Dr.

Inspections

Compass Rose at FM 973 - pressure test 16" water laid by Blackrock construction held for 200 psi for one hr. then held for 150 psi for an hr. both passed inspection by CD 1-7-22
Compass Rose FM 973 - opened valve so Blackrock construction could flush and take bac T samples on 1-10-22.

Presidential Heights phase 6 walk thru inspection with PG,JL Gray ,GS,JT 1-13-22

Compass Rose on FM 973 - witness 16 x 12 water tap by Texas taps by FZ,CD 1-14-22

Manor Heights Phase 2 - Walk thru inspection with JL Gray ,PG 1-18-22

Paseo De Presidente and HWY 290 - pressure test fire hydrant just east of Paseo de Presidente and HWY 290

with Capitol Hydrant flow test passed by RM 1-18-22

Compass Rose 14300 FM 973 - flow test hydrant with Craig Morris Vanguard Fire systems purpose of test was for

sprinkler design criteria flow test passed by JT,CD 1-24-22

Shadowview Commercial Phase 3 - Robert (512) 421-0351 with cash construction started laying 12" water main by JT 1-27-22

Manor Heights Phase 3 section 2 - thrust blocking on fire hydrants by JL construction by DD 1-24-22 to 1-28-22

Lagos phase 4 - stared water main and services by JL construction by DD 1-24-22 to 1-28-22

Wastewater Monthly Report January 2022

For the month of January, the Wastewater Department had 7 service calls, 6 maintenance jobs and 7 inspections.

Service Calls

16112 Hamilton Point - sewer clog - city side and customer side service were clear notified customer it was an inside issue.

19325 Smith Gin – sewer clog , ran city camera found break about 3 to 4 feet on customer side of service notified customer break was on customer side.

19401 Smith Gin - sewer clog - jetted service and cleared notified customer we would camera line to check for roots in line.

19401 Smith Gin - ran camera in wastewater service found the break was on the customer side of service about 5 feet from clean out.

12612 St Mary - finish cover up add sandy loam and smooth up.

11309 Liberty - sewer clog – ran camera to pinpoint problem area found obstruction 6 ft into customer side service notified customer issue was on customer side of service.

305 East Boyce - sewer clog - jetted city side service and cleared notified customer will camera line at a later date also add clean on property line.

Maintenance

309 West Browning - locate wastewater mains and services for Bluebonnet Electric (replacing pole number 320239 in alley).

Wilbarger Plant - ordered load of alum 4,500 gallons for Wilbarger Plant.

Wilbarger Plant - ordered load of sodium hypochlorite 1,900 gallons for Wilbarger Plant.

Wilbarger Plant - ordered load of sodium hypochlorite 1,900 gallons for Wilbarger Plant.

Wilbarger Plant - ordered load of alum 4,500 gallons for Wilbarger Plant.

Presidential Heights Lift Station - cleaned wet well of grease, rags etc. by Wastewater Transport.

Inspections

Village at Manor commons phase 4 and 5-wastewater mains and services by Lowden construction by JT 1-10-22 to 1-14-22.

Lagos - wastewater mains and services by JL Gray Construction by JT 1-10-22 to 1-14-22.

Cottonwood - pressure test main and vacuum test manholes by DD 1-10-22 to 1-11-22.

Cottonwood - camera inspection on wastewater Main by D Guerra construction from manhole MH A1 to MH-A6 and manhole MH-B1 to MH-B3 by DD 1-12-22.

Presidential Heights phase 6 walk thru inspection with PG,JL Gray ,GS,JT 1-13-22.

Village at Manor Commons Phase 2 - pressure test wastewater mains and vacuum test manholes by DD 1-14-22.

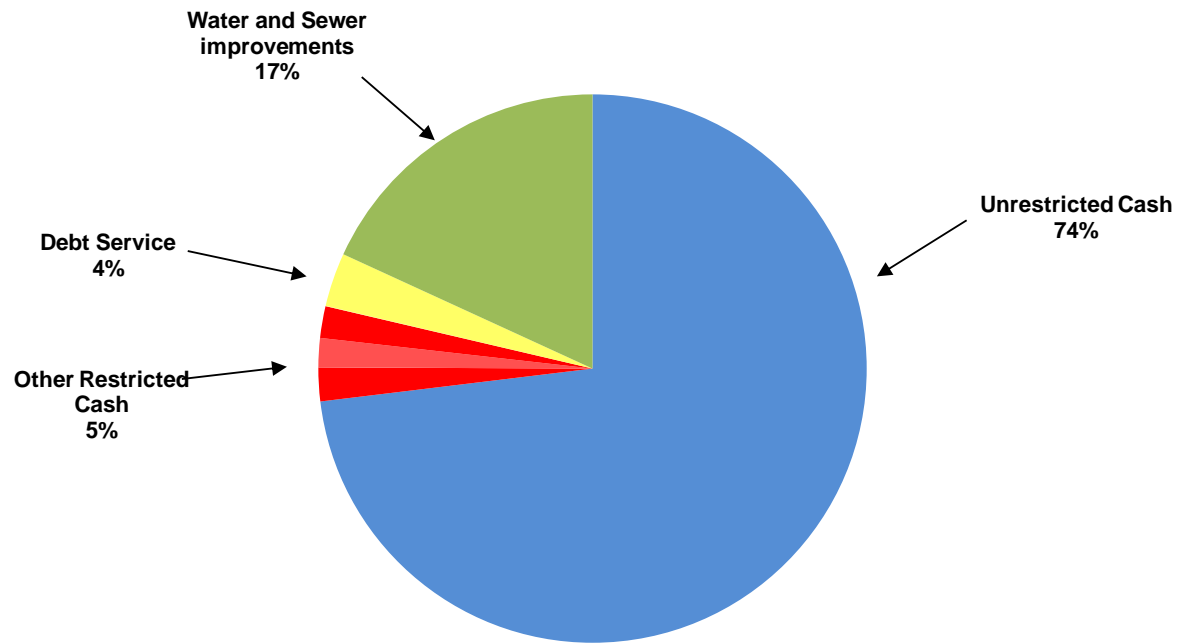
Manor Heights Phase 2 - Walk thru inspection with JL Gray, PG 1-18-22.

Cottonwood Lift station - generator pad, lift station control panel pad by JT 1-19-22 concrete to be poured at 10:00 am 1-20-22.

Manor Heights Lift station- concrete around wet well by D Guerra construction by DD 1-27-22.

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of January, 2022**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	\$ 19,497,771	\$ 9,931,916			\$ -	\$ 29,429,687
Restricted:						
Tourism				798,762		798,762
Court security and technology	1,410					1,410
Rose Hill PID				690,393		690,393
Customer Deposits		754,340				754,340
Park	8,935					8,935
Debt service			1,274,497			1,274,497
Capital Projects						
Water and sewer improvements		-		7,310,569		7,310,569
TOTAL CASH AND INVESTMENTS	\$ 19,508,116	\$10,686,256	\$ 1,274,497	\$ 8,799,724	\$ -	\$ 40,268,594



Overview of funds:

\$162,109.77 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status



MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Manager

Proposed Meeting Date: February 23, 2022

RE: January 2022

Meetings and Events:

Manor Sesquicentennial Committee Meetings

Sesquicentennial Showcase

January 10, 2022

Black History Luncheon Meeting

January 31, 2022

Manorpalooza Committee Meeting

January 25, 2022

City Council Workshop

Goals and Visions

January 8, 2022

City Council Meetings

January 5, 2022

January 19, 2022

Special Session Executive Session

January 19, 2022

Consider the appointment of an applicant to the position of City Manager with SGR Executive Consulting Firm

HR Workshop Roundtable Meeting

January 6, 2022

January 20, 2022



MEMO

Holidays in the Park After Action Meeting

January 6, 2022

January 2022

- Met with outside vendors regarding supplemental benefits.
- Met with outside vendors regarding posting open positions with the City in an alternative forum.
- Interviewed qualified individuals for the open position of Utility Crewman.
- Interviewed qualified individuals for the open position of Parks Crewman.
- Interviewed qualified individuals for the open position of IT Director.
- New hire and onboarding of 3 Police positions and 1 Parks Crewman position.
- Policy and Procedure reviews with Captain Collins regarding the mental health policy for Police Officers as mandated.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Debbie Charbonneau, Heritage and Tourism Manager
DEPARTMENT: Community Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Hotel Occupancy Tax Funds for the Sesquicentennial Leadership Manor Class project.

BACKGROUND/SUMMARY:

This item was postponed at the December 15, 2021, Regular Council Meeting to give the class the opportunity to reach to organizations for donations.

The Leadership Manor Class met with Mrs. Stacey Rhone, Executive Director with BIG Austin on January 7th and discussed project. The class also attended the Manor Chamber meeting on February 10th and presented project to members, positive feedback was received. The class continues to meet regularly to discuss project and would like to finalize the project this year to celebrate the City of Manor's Sesquicentennial year with a new mobile visitor center.

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

- Leadership Manor Power Point Presentation
- Draft Visitor Sign Up Sheet

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the amount of up to \$100,000 from the Hotel Occupancy Tax Funds to be used for the City of Manor's Mobile Visitor Center.

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

Leadership Manor #2- Sesquicentennial Class

Project Presentation
Manor Mobile Visitor Center



Leadership Manor 2021-2022 Class Members

Lluvia Almaraz
Anthony Butler
Brandon Drayden
Neal Edwards
Bobby Orr
Gloria Rock
Sonia Wallace



Why a Mobile Visitor Center for the City of Manor & Who is it for?

Reasons Manor should invest in a Mobile Visitor Center

Item 3.

City of Manor

- More effectively market the city's attractions and hotels at festivals, conferences, trade functions, and similar events around the region ("Heads in Beds")

Local Businesses

- Increase the visibility of the City of Manor & its businesses to tourists and residents
- Possible sponsorship & marketing opportunities

Current Residents

- Raise community awareness of the City of Manor & activities the city is involved

Tourists & Potential Residents

- Serves as a mobile contact station at outreach and community engagement events

How would the Manor Mobile Visitor Center be Advertised?

Item 3.

- The Mobile Visitor Center would be marketed in all of City of Manor event advertising. For instance, we would announce an event and tell our guests that they can pick up more information on the event and Manor from the mobile visitor center.
- For this year, Texas Highways, Austin Monthly, TourTexas.com, TexasHighways.com, local and television advertising.
- Also, it would be mentioned in all of the City's promotional materials.
- Social Media
- Local Newspaper
- City's Website

Does the Manor Mobile Visitor Center meet criteria for H.O.T Funds?

✓ Criteria #1: First, every expenditure must DIRECTLY *Item 3.* er
and promote tourism AND the convention and hotel industry.

Criteria #2: Every expenditure of the hotel occupancy tax must
clearly fit into one of nine statutorily provided categories for
expenditure of local hotel occupancy tax revenues.

✓ 1) Funding the establishment, improvement, or maintenance of
a convention center or visitor information center
2) Paying the administrative costs for facilitating convention
registration.

✓ 3) Paying for advertising, solicitations, and promotions that
attract tourists and convention delegates to the city or its vicinity.

4) Expenditures that promote the arts.

5) Funding historical restoration or preservation programs.

6) Funding certain expenses, including promotional expenses,
directly related to a sporting event within counties with a
population of under 1 million.

7) Funding the enhancement or upgrading of existing sports
facilities or sports fields for certain municipalities.

8) Funding transportation systems for tourists

✓ 9) Signage directing tourists to sights and attractions that are
visited frequently by hotel guests in the municipality.

MANOR MOBILE VISITOR CENTER GUEST LOG

Project:	Mobile Visitor Center	Month	June 2022
Host:	City of Manor Community Development	Location	City Hall

[illegible]



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Lydia Collins, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a 4.8% modification of rate for solid waste hauling and disposal services per the terms of the agreement with Waste Connections.

BACKGROUND/SUMMARY:

Per the Waste Connections contract for solid waste collection and disposal and recycling services contract executed on 12/30/2019. Section 12 subsection 12.03.1 Modifications to rates allows for this modification. This increase would be an \$.87 increase to all residential customers.

Current rate \$ 18.13

New rate \$ 19.00

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

- Bureau of Labor Statistic's Consumer Price Index (CPI)
- Waste Connections Agreement

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the modification of rate requested at 4.8% to take effect on April 1, 2022.

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



WASTE CONNECTIONS

Main 512.282.3508 • Fax 512.280.1099 • 9904 FM 812 • Austin, Texas 78719

January 31, 2022

Scott Dunlap
City Manager
City of Manor
105 E Eggleston ST
Manor, Texas 78653

Mr. Dunlap:

In conformance with the terms of our Agreement for Solid Waste Hauling and Disposal Services, we hereby convey the rate adjustment calculations for effect on April 1, 2022.

The adjustment is based on the annual percent change in the Bureau of Labor Statistics' Consumer Price Index, U.S. City Average = Garbage and Trash Collection. The pertinent index measures and calculated change percentage are provided herein:

CPI-U Garbage and Trash Collection

November 2021 – 529.053

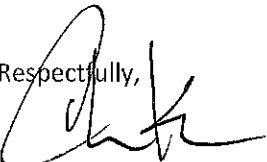
November 2020 – 504.970

% Change – 4.8%

Data Source: <https://beta.bls.gov/dataViewer/view/timeseries/CUSR0000SEHG02>

In accordance with these calculations, we must apply a 4.8% upward adjustment effective April 1, 2022.

We are proud to serve this community and its residents. If you have any questions or comments regarding this matter, please let me know.

Respectfully,


Chris Kjar
Waste Connections

City of Manor
CPI Change

November-20	504.970
November-21	529.053

Difference 24.083

CPI % 4.77%

	Current Rate	Increase %	Increase \$	New Rate
Residential Trash & Recycle	17.82	4.8%	0.85	18.67
Additional Trash Cart	7.27	4.8%	0.35	7.61
Additional Recycle Cart	7.27	4.8%	0.35	7.61

Container Size--Comm Trash	Collections Per Week	Monthly Rate	Increase %	Increase \$	New Rate	Container Size--Comm Recycle	Collections Per Week	Monthly Rate	Increase %	Increase \$	New Rate
1 Yard	One	58.64	4.8%	2.80	61.43	1 Yard	One	58.64	4.8%	2.80	61.43
2 Yard	One	58.64	4.8%	2.80	61.43	2 Yard	One	58.64	4.8%	2.80	61.43
2 Yard	Two	117.26	4.8%	5.59	122.86	2 Yard	Two	117.26	4.8%	5.59	122.86
3 Yard	One	88.83	4.8%	4.24	93.07	3 Yard	One	88.83	4.8%	4.24	93.07
3 Yard	Two	177.67	4.8%	8.47	186.15	3 Yard	Two	177.67	4.8%	8.47	186.15
4 Yard	One	94.76	4.8%	4.52	99.28	4 Yard	One	94.76	4.8%	4.52	99.28
4 Yard	Two	184.77	4.8%	8.81	193.59	4 Yard	Two	184.77	4.8%	8.81	193.59
6 Yard	One	115.49	4.8%	5.51	121.00	6 Yard	One	115.49	4.8%	5.51	121.00
6 Yard	Two	227.41	4.8%	10.85	238.26	6 Yard	Two	227.41	4.8%	10.85	238.26
8 Yard	One	139.77	4.8%	6.67	146.43	8 Yard	One	139.77	4.8%	6.67	146.43
8 Yard	Two	274.80	4.8%	13.11	287.91	8 Yard	Two	274.80	4.8%	13.11	287.91
10 Yard	One	177.67	4.8%	8.47	186.15	10 Yard	One	177.67	4.8%	8.47	186.15
10 Yard	Two	355.24	4.8%	16.94	372.19	10 Yard	Two	355.24	4.8%	16.94	372.19
Collections in excess of the weekly figures the applicant shall charge an additional:		92.90	4.8%	4.43	97.33	Collections in excess of the weekly figures the applicant shall charge an additional:		92.90	4.8%	4.43	97.33

Roll Off

Delivery Fee	98.61	4.8%	4.70	103.31
Rental Fee	3.11	4.8%	0.15	3.26
Haul Fee -- 20 Yard	264.69	4.8%	12.62	277.31
Haul Fee -- 30 Yard	306.21	4.8%	14.60	320.81
Haul Fee -- 40 Yard	358.11	4.8%	17.08	375.19
Disposal Fee	36.33	4.8%	1.73	38.06

Extra Roll Off Containers

20 Cubic Yard Per Haul	264.69	4.8%	12.62	277.31
30 Cubic Yard Per Haul	306.21	4.8%	14.60	320.81
40 Cubic Yard Per Haul	358.11	4.8%	17.08	375.19
Delivery and Exchange	98.61	4.8%	4.70	103.31
Daily Container Rental	3.11	4.8%	0.15	3.26

Additional Rates:

FEL Container Lock Bar	8.30	4.8%	0.40	8.70
FEL Container Casters	10.38	4.8%	0.50	10.88
FEL Extra Pickup	51.90	4.8%	2.48	54.38

CITY OF MANOR, TEXAS
CONTRACT FOR SOLID WASTE COLLECTION AND
DISPOSAL AND RECYCLING SERVICES

WITH
WASTE CONNECTIONS LONE STAR, INC.

CONTRACT DOCUMENTS
SPECIFICATIONS

INDEX - GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 Bags
- 1.02 Bin
- 1.03 Bulky Waste
- 1.04 Bundle
- 1.05 City
- 1.06 Collection
- 1.07 Collection Service
- 1.08 Commercial and Industrial Waste
- 1.09 Commercial and Industrial Unit or Industrial Unit
- 1.10 Construction Debris
- 1.11 Container for Solid Waste Collection or Cart
- 1.12 Container for Recycling
- 1.13 Contract Documents
- 1.14 Contractor
- 1.15 Customer
- 1.16 Dead Animals
- 1.17 Disposal
- 1.18 Disposal Facilities
- 1.19 Disposal Site
- 1.20 Excluded Waste
- 1.21 Franchise Fee
- 1.22 Garbage
- 1.23 Hazardous Waste
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- 1.25 Multi-Family
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GENERAL SPECIFICATIONS

1.0 DEFINITIONS. The following words, terms and phrases, when used in this Contract shall have the meanings ascribed to them in this section whether capitalized or not capitalized, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this Contract. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association.

- 1.01 Bags — Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin or Metal Dumpster— Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units; provided that depending on the context in which the term is used "Bin" may also refer to an 18-gallon plastic container.
- 1.03 Bulky Waste — Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 1.04 Bundle — Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 35 lbs. in weight.
- 1.05 City — City of Manor, Travis County, Texas.
- 1.06 Collection — The act of removing solid waste from the storage point at the source of generation.
- 1.07 Collection Service — A public or private operation engaged in the collection and transportation of solid waste materials.
- 1.08 Commercial and Industrial Waste — All Solid Waste, Bulky Waste, Construction, Remodeling or Demolition Debris, Garbage and. Rubbish generated by a Producer at a Commercial and Industrial Unit,
- 1.09 Commercial Unit or Industrial Unit — Each Customer, premise, location or entity, public or private, that generates or produces garbage or institutional solid waste within the corporate limits of the City that is not a Residential Unit.
- 1.10 Construction Debris — Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.11 Container for Solid Waste Collection or Cart— Residential - a receptacle with the capacity of 95 or more gallons with an attached lid and wheels. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 75 lbs. Commercial — for small commercial producers the specifications in the proceeding sentence may apply. For larger commercial producers either a Bin, metal dumpster with a lid(s) or an open-top or enclosed metal roll off container will be used.

- 1.12 Container for Recycling — A receptacle designed for the purpose of curbside collection of Recyclable Materials; typically an eighteen gallon capacity plastic bin or, for larger producers it may also include a cart, metal dumpster or roll off container or any combination thereof.
- 1.13 Contract Documents — The RFP and any Addenda, Contractor's Response/Proposal, any General Specifications, including Contract Exhibits and Rate Schedule, Certificates of Insurance, and any changes to the foregoing documents agreed to by the City and the Contractor.
- 1.14 Contractor — Waste Connections Lone Star, Inc.
- 1.15 Customer — An occupant of a residential, commercial or industrial unit or property within the City, who generates Solid Waste, Garbage or Institutional Solid Waste.
- 1.16 Dead Animals — Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.17 Disposal — The orderly process of discarding useless or unwanted material in a beneficial or non-beneficial manner.
- 1.18 Disposal Facilities — The physical components of the disposal system, such as transfer conveyances, transfer stations, processing plants and landfills.
- 1.19 Disposal Site — A Solid Waste depository, but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of solid waste.
- 1.20 Excluded Waste — large dead animals, all hazardous waste, any radioactive, volatile, corrosive, highly flammable, biomedical, infectious, toxic or any waste listed or characterized as hazardous by the U. S. Environmental Protection Agency or any state agency having jurisdiction over hazardous waste pursuant to the Resource Conservation and Recovery Act of 1976, as amended, including any future amendments thereto.
- 1.21 Franchise Fee — A fee of ten percent (10%) added to rates for the services which is paid by the Contractor or through the billing of the services to the City to compensate the City for use of the roadways by Contractor.
- 1.22 Garbage -- Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

- 1.23 Hazardous Waste -- Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.24 Institutional Solid Waste — Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.25 Multi-Family — The term multi-family shall refer to all residential dwelling units of more than one (1) single-family unit, including, but not limited to, duplexes, condominiums, apartment houses and grouped housing.
- 1.26 Non-Putrescible Solid Waste — Solid waste materials that do not contain organic matter that is subject to rapid decomposition by fungi and bacteria.
- 1.27 Offal Waste — Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.28 Producer — An occupant of (or third party providing on-site services to) a Commercial, Institutional, Industrial or Residential Unit who generates Solid Waste, Bulky Waste, Construction Debris, Demolition Debris, Garbage, Recyclable Materials, Commercial Waste, Industrial Waste, Institutional Waste or any non-hazardous waste. A Producer is also a Customer
- 1.29 Putrescible Solid Waste — Solid waste materials containing organic matter that is subject to rapid decomposition by fungi and bacteria, such as food wastes and dead animals.
- 1.30 Recycling — The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.31 Recyclable Materials — materials that may be collected and delivered to an end-user or recyclable processing facility to divert them from disposal and directed to re-use or reprocessing in to new products or materials. Recyclable Materials may include, but not be limited to:

Recyclable Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.

Recyclable Plastics: #1 through #7 plastic bottles, containers, jugs and jars.

Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors.

Recyclable Aluminum and Steel: Any food and beverage containers, cans, bi-metal cans, or lids with or without paper labels, rings and lids composed primarily of whole iron, aluminum, steel, or other recyclable material of similar nature.

Recyclable Materials may include construction, remodeling or demolition debris.

1.32 Residential Solid Waste & Yard Waste — All Garbage, solid waste, recyclable materials, vegetative yard waste and rubbish generated by a Producer at a Residential Unit.

1.33 Residential Unit — A dwelling within the corporate limits of the City and the adjacent subdivision of Shadowglen occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.34 Rubbish — All waste wood, wood products, tree trimmings, grass cutting, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Mater. (Leaves, grass, pine needles and similar materials and materials which are in small particle form shall be containerized.)

1.35 Rendering — A process of recovering fatty substances from animal parts by heat treatment, extraction and distillation.

1.36 A Small — Commercial Producer at a commercial unit whose garbage and refuse is placed in not more than two (2) ninety-five (95) gallon containers per collection day, including but not limited to, offices, churches, etc. located within the boundaries of the City and the adjacent subdivision of Shadowglen. Small-Commercial Producers may be billed by the City at the rate prescribed for commercial cart collection.

1.37 Solid Waste — useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that results from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste includes residential garbage, bulky waste, rubbish, yard waste, construction, remodeling

and demolition debris and any other type of solid waste identified to be within the Scope of Work of this Contract. Solid waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, or dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system.

- 1.38 Solid Waste Management — The purposeful, systematic control of the storage, collection, transport, separation, processing, recovery and disposal of solid waste.
- 1.39 Solid Waste Management System — The entire process of storage, collection, transportation, processing and disposal of solid waste by the Contractor engaging in such processes and the City.
- 1.40 Solid Waste Storage — The handling and holding of solid waste, in an approved manner, near the point of generation pending collection.
- 1.41 Solid Waste Transportation — The conveying of solid waste from one place to another by means of a vehicle, rail car, water vessel, conveyor or other means.
- 1.42 Stable Matter — All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock,
- 1.43 Transfer Station — A site at which solid waste is assembled and temporarily deposited after collection and from which it is transported to a different location for processing and/or disposal.
- 1.44 Vector (of Disease) — An animal or insect which transmits infectious diseases from one person or animal to another by biting the skin or mucous membrane or by depositing infective material on the skin or food or on another object.
- 1.45 Vegetable Waste — Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.
- 1.46 Yard Waste — Grass, leaves, flowers, stalks, stems, tree trimmings, branches and similar material normally associated with lawn maintenance. For weekly yard waste collection services, grass, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in the cart. For periodic bulky waste collection such yard waste may be in the cart or placed in boxes, bags or in tied bundles not to exceed three (3) feet in length or more than thirty-five (35) pounds per box, bag or bundle. The definition of Yard Waste does not include debris from land clearing operations, tree stumps, tree trunks or their portions.

2.0 SCOPE OF WORK

2.01 General

The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to provide collection and disposal of Residential, Commercial, Industrial and Institutional Solid Waste within the City and to complete said work in accordance with the Contract Documents. The Contractor is granted the exclusive franchise, license and privilege to provide solid

waste and recyclable materials collection and disposal services to all of the residents, commercial businesses, industries, institutions and all producers of solid waste and recyclable materials, including permanent and temporary roll off containers, inside the City of Manor, each subdivision or development in which the City has an easement providing for such services over and upon the streets and in any area under contract or agreement with the City of Manor for such services for the term, and any extended term, of the Contract; provided that, notwithstanding any other term, provision or condition of this Contract and Franchise, this agreement does not provide for nor include the collection of Hazardous Materials and the Contractor shall not collect or dispose of Hazardous Waste or Hazardous Materials pursuant to this agreement

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane or other Act of God, the Contractor and the City may negotiate the cleanup response and collection schedule and payment to be made to the Contractor; provided the City shall have absolute discretion and control with respect to any and all alternatives employed by the City to respond to any such emergency or post emergency matters, including, but not limited to, refuse and/or debris collection resulting from or made necessary by any such Act of God. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

2.02 Solid Waste

The services covered by this Contract are for the collection of solid waste, bulky waste, garbage, rubbish, construction debris, remodeling debris, demolition debris, recyclable materials and yard waste including commercial type waste and/or waste generated by third party contractors from residential, multi-family, commercial, industrial and institutional producers as defined. Agricultural solid waste, dead animals, hazardous waste, excluded waste, offal waste or stable matter shall not be collected by the Contractor. All solid waste collected within the City shall be deposited at any facility approved or allowed by the State of Texas Commission for Environmental Quality; provided that the same shall not be disposed of or stored within the City.

2.03 Recycling

- (a) It is the intent under this part of the Contract for the Contractor to collect certain source separated Recyclable Materials. The Contractor will not be required to collect Recyclable Materials, with the intent to recycle them, which are mixed with garbage, trash, solid waste and rubbish.
- (b) In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected drops to the point that such materials can no longer be viably sold or processed that item may be removed from the list of items to be recycle, so long as the change is approved by the City.
- (c) Should the City determine that items that have been approved for recycling are going to the landfill, such an incident would be considered a breach, subject to the provisions of Section 17.01.

2.04 Performance Standards. The following performance goals and standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient and safe services; providing respectful, friendly, responsive communications with customers; and showing a continuing commitment to the community.

(a) Residential carts shall be replaced within five (5) feet of customer's placement without obstructing traffic or damaging landscaping. Lids will generally be closed after servicing.

(b) Residential collection areas shall be free of litter and debris larger than three (3) inches within a ten-foot radius of the carts.

(c) Contractor shall make all reasonable efforts to collect garbage and solid waste regardless of bathers (i.e. blocked streets) except when the safety and health of the Contractor's employees or the public is placed in danger.

(d) Contractor will make every effort to maintain a consistent route schedule.

(e) Contractor will not leave loose trash, which, during collection, may fall in the streets or yards of the residents.

(f) Commercial bins, carts and containers shall be replaced within 6 inches of its original location after collection.

(g) Contractor shall not provide residential collection service one-half (1/2) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.

(h) Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle, except in an emergency threat to the safety of the driver or general public.

(i) If collection of a customer's garbage is missed, upon notice the Contractor will take appropriate measures to retrieve the missed collection and shall in any event collect all such missed collections within a 24-hour period and no later than 4:30 p.m. of the next regular business day following the date of missed service. It is specifically understood and agreed that where the customer of a Residential Unit fails to timely place the Cart as directed in Section 3.01(a) herein, or as otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Contract relating to the nature, volume or weight of Residential Solid Waste or Recyclable Materials to be removed, the Contractor may refrain from collecting all or a portion of such Residential Solid Waste or Recyclable Material. The Contractor will provide written notice to the customer of a Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure

to timely place the Containers out for collection. Such written notice shall be attached to the Container or the uncollected Residential Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Residential Solid Waste or Recyclable Materials may be collected.

(j) Contractor shall maintain a voice mail system, which will provide 24 hour a day and 7 day a week customer communication.

3.0 TYPE OF COLLECTION

3.01 Service Provided

- (a) Residential - Contractor shall provide curbside collection service for the collection of Residential Solid Waste to each Residential Unit one (1) time per week. Cart(s) shall be placed at curbside by 7:00 A.M. on the designated collection day. Each residential unit will be provided with at least one (1) ninety-five (95) gallon cart for storage and collection. The Producer will place the cart(s) not more than three (3) feet from the edge of the street and away from mailboxes, posts, trees, automobiles, utility meters or boxes and not beneath low hanging tree limbs or wires. The contents of the cart only will be collected on the weekly collection. Extra carts are available at a discount.
- (b) Commercial, Industrial and Institutional - Contractor shall provide cart, dumpster or roll off container collection service for the collection of Commercial, Industrial or Institutional solid waste (including multi-family units) service according to the available service levels in the rate schedule outlined in Exhibit A. Contractor shall provide roll off service as needed. The Contractor will provide such Producers with the appropriate size and number of containers and frequency of collection to optimize, to the extent practicable, the lowest cost of service while maintaining consideration for the public health, aesthetics, route availability and traffic.
- (c) Also, the Contractor may from time to time provide for the special collection of solid wastes of a type or a volume not normally generated at Commercial, Industrial, Institutional and Residential Units at its sole discretion and upon such terms and conditions as the Contractor and the Producer agree.
- (d) Residential Bulky Waste Collection — Contractor will provide one (1), forty (40) yard roll off container to the City public works yard and contractor shall service as needed to collect Bulky Waste, up to twenty four (24) times per year.

3.02 Service Provided — Recycling

- (a) The Contractor shall provide curbside collection service for the collection of Recyclable Material as defined herein to each Residential Unit on a biweekly basis. Extra carts are available at a discount.
- (b) The Contractor will provide the appropriate size and number of containers for recycling at the location of commercial, industrial or institutional producers if such service is requested by such producers.
- (c) The Contractor shall supply and distribute to each Residential Unit one container for the materials to be collected. Such container shall be constructed from a high-density polyethylene resin, with a minimum capacity of ninety-five (95) gallons.

3.03 Location of Carts, Containers for Collection

- (a) Each Cart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to the pavement or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. In order to reduce chance of litter or spillage during collection, carts shall be positioned in a manner with the handle facing toward the residence and the lid opening facing the street. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart not so placed.
- (b) Contractor shall provide Carts, dumpsters or roll off containers for Commercial, Industrial or Institutional Units. Each cart, dumpster or roll off container shall be placed in an accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect solid waste in containers not so placed.

4.0 COLLECTION OPERATION

4.01 Hours of Operation

- (a) Collection of Residential Refuse and Recyclable Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- (b) Collection of Commercial and Industrial Refuse shall take place according to individual agreement.

4.02 Routes of Collection

- (a) Residential Unit collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit collection routes to the City for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to City for approval changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.
- (b) Commercial and Industrial Unit collection routes shall be established by the Contractor at its sole discretion.

4.03 Holidays — The following shall be holidays for purposes of this Contract:

New Year's Day

Thanksgiving Day

Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at Residential Units at least once per week.

- 4.04 Complaints — All complaints shall be made directly to the City for Residential Units, which will in turn be relayed to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall arrange for the collection of their Garbage not collected within 24 hours after the complaint is received. Notwithstanding the foregoing, the City may receive and act upon complaints as deemed appropriate. Contractor will field complaints directly from Commercial and Industrial Units, and shall provide a report of all complaints and resolutions to the City on a monthly basis.
- 4.05 Collection Equipment — The Contractor shall provide an adequate number of new or currently maintained used vehicles meeting standards and inspection requirements as set forth by the laws of the State of Texas for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.06 Office — The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 A.M. to 5:00 P.M. on regular collection days.
- 4.07 Hauling — All Solid Waste and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.08 Disposal — All solid Waste collected for disposal by the Contractor shall be hauled to a Disposal Site chosen by the Contractor,
- 4.09 Delivery — All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a recyclables processing facility of the Contractor's choice, The charge for delivery to the facility shall be included in the rate set forth in the prices established for recycling service.
- 4.10 Notification — The Contractor shall notify all Residential Producers at Service Units about complaint procedures, rates, regulations, and day(s) for scheduled Solid Waste collection. The Contractor shall notify all Commercial Producers at Service Units about complaint procedures, rates, regulations, and day(s) for scheduled Solid Waste collection.
- 4.11 Point of Contact — All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager or his designee and by the City to the General Manager or Operations Manager.
- 4.12 Litter or Spillage — The Contractor shall not litter premises in the process of making collections, but it shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spillage or blowing is prevented. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4.13 Missed Service Penalties. The Contractor understands and agrees that the City may impose the following penalties for missed service for the duration of the initial term as well as any subsequent renewals:

Penalty Schedule	
Omission/Incident	Penalty
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect successful Applicant caused spillage	\$100 each incident to a maximum of \$500 per truck per day
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash or recycling are not collected	\$100 per incident
Days incomplete. Days are not completed if more than four blocks are not collected on the scheduled day	\$1000 when not completed on the scheduled day \$2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Apartment Complexes Containers to new participating locations within (5) business days of the receipt of the new sign-up request	\$250 per Container per incident
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within (5) business days of notification	\$50 per Container per incident
Any additional collection misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place carts back at customer original set out location	\$500 for over 50 incidents per month

5.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications shall govern the obligations of the Contractor when there exists a conflict with ordinances of the City on the subject.

6.0 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin no later than January 1, 2020.

7.0 NON-DISCRIMINATION

This Contract shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 INDEMNIFICATION; RELEASE

8.01 Indemnification.

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with willful misconduct of Contractor and/or to the extent of the negligent work done by the Contractor under this contract.

8.02 Release.

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with willful misconduct of Contractor and/or the Contractor's negligent work performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and by the State.

10.0 TERM

The initial term of service shall be three (3) years beginning on the date on which Contractor commences performance of Solid Waste and Recycle collection services ("Initial Term"), with up to two (2) additional renewal terms of two (2) years each a ("Renewal Term"). Either party may give written notice of non-renewal by U.S. certified or registered mail, postage pre-paid and return receipt requested, to the other party not more than one hundred eighty days nor less than thirty days prior to the expiration of the Initial term or any Renewal term. Contractor shall provide a courtesy notice not less than one hundred eighty days prior of the end of the Initial or Renewal term.

11.0 INSURANCE; PERFORMANCE BOND

11.01 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Commercial General Liability and Excess Liability Insurance, including contractual liability coverage applicable to the indemnity provided in Section 8.0. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are In force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automotive Liability	\$2,000,000 combined single limit
(5) Excess Liability Insurance	\$5,000,000 Each Occurrence

The failure of the Contractor to keep and maintain such insurance in place at all times with an insurance company or companies approved by the City shall constitute a default by Contractor. As an alternative to the above, Contractor may insure the above coverages under a plan of self-insurance provided by the Contractor's parent

corporation, upon documentation and confirmation of that self-insurance coverage with the City.

11.02 Performance Bond

The Contractor will furnish a performance bond as security for the faithful performance of this Agreement. Said performance bond must be in an amount equal to \$1,138,000 to be renewed on an annual basis. The Contractor shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

12.0 BASIS AND METHOD OF PAYMENT

12.01 Collection and Disposal Rates and charges for the collection services required to be performed pursuant to Sections 3.01 and 3.02 shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Section 12.03, or as otherwise approved by the City Council of City.

12.02 For special collection provided by the Contractor pursuant to Section 3.01(c), the charges are to be negotiated between the Contractor and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

The Refuse collection charges for service referenced in Sections 3.01(a)-(b)-(c)-(d) shall include all disposal costs.

The Recycling collection charges provided by Section 3.02 shall include all costs of delivery to a Recyclable Materials Processing Facility or end-user and shall be modified as set forth in Section 3.02.

12.03 Modifications to Rates.

12.03.1 Contractor agrees to maintain the rates and fees charged to all customers for at least one year; for the second and subsequent years of the term or any extensions, Contractor may pass through and the customers shall pay to City any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in the Consumer Price Index and material changes in cost of operations, (not to exceed 5% per year), and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes) that have been presented to and approved by the City Council.

12.03.2 Intentionally omitted

12.03.3 Intentionally omitted

12.03.4 Notwithstanding Sections 12.03.1 and 12.03.2 above, the City Council of the City may review any proposed rate increase or rate increase. In any event the City shall not unreasonably deny any proposed rate increase by Contractor. If, after a preliminary review and opportunity for the

Contractor to be heard, the City Council finds that any changes in the Consumer Price Index do not reasonably reflect the increased cost of solid waste services in the City, the City Council may cause such study and review as it finds appropriate, hold one or more hearings after giving notice to the Contractor and modify, amend or otherwise establish the rates for services to be provided during the applicable calendar year by Contractor pursuant to this Agreement.

12.04 City to Act as Collector — The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to Section 3.01(a), including such accounts that are delinquent. The Contractor shall submit statements to and collect from all Commercial, Industrial, Institutional and Multi-Family Units for services provided pursuant to Section 3.01(b) and Section 3.01(c).

12.05 Delinquent and Closed Accounts

12.05.1 The Contractor shall discontinue collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. To the extent the City is legally authorized by law, the City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

12.05.2 The Contractor shall have the right to discontinue collection service at any Commercial, Industrial, Institutional or Multi-Family Unit more than thirty (30) days delinquent in its payments.

12.06 Contractor Billings to City — The Contractor shall bill the City for service rendered to Residential Units based upon a count provided by the City no later than the last business day of the current month. Service Provider shall bill Manor monthly in arrears (for the immediately preceding month's services). City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service.

12.07 Franchise Fee to City — The Contractor shall pay a license, permit, and franchise fee to the City, during the initial and any extended term of this Contract, equal to ten percent (10%) of its gross receipts for collections for Commercial, Industrial, Institutional or Multi-Family, as well as for Recycling and Construction Debris. Such franchise fee shall be paid to the City by the Contractor quarterly in arrears, on or before the twentieth (20th) calendar day after the end of each calendar quarter. For the purposes of this Contract, the four calendar quarters shall, respectively, end on the last day of March, June, September and December each year. The Contractor shall provide such documents as requested by the City to support such quarterly payment amount.

12.08 Audit — The City may request and be provided with an audit of actual expenses to validate any request in rates that in the City's opinion appears to be unusual or to not be supported by data provided by Contractor. Such audits shall be furnished to the City prior to any additional payment made by the City as requested by the Contractor. The City must request the audit within at any time, but not more than once per calendar year.

13.0 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

14.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Solid Waste Collection and Disposal and Recycling Services within the corporate limits and the adjacent subdivision of Shadowglen for and on behalf of the City to the Producers including temporary and permanent roll off container services. The Producer or a third party may collect and haul small volumes of recyclable materials, yard waste, remodeling debris or bulky waste in trucks or rubber tired trailers that do not exceed ten (10) cubic yards in volume, without being an infringement upon the exclusive franchise, license and privilege granted to the Contractor by this Contract. Scrap metal that is normally bulky in nature and collected and delivered to a scrap metal recycles is not within the exclusivity of this franchise, license and privilege granted to the Contractor by this Contract. The City shall, however, have full discretion and authority with respect to contracting for or otherwise providing for the clean-up, removal and disposal of debris and rubbish resulting from a storm or other Act of God.

15.0 OWNERSHIP

Title to Solid Waste and Recycling Materials shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for any Excluded Waste shall remain with City. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

16.0 TERMINATION OF CONTRACT

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this Contract by reason of an Act of God (Force Majeure), an act of legislature hereinafter passed, or by act of City Council, or by reason of change in the Charter of the City, or by reason of a final order by a court of record in proceedings not instituted by or acquiesced in by negligence upon the Contractor, the Contractor shall not be liable for damages arising solely out of such impossibility. The Contract shall be terminated and the Contractor shall recover from the City, payment for all services rendered prior to the date of termination of the Contract.

17.0 DISCONTINUED SERVICE AND OTHER BREACHES OF THE CONTRACT

17.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract or demonstrated a good faith effort to cure the problem and/or has explained in writing to the City why the situation

cannot be cured, and City notifies Contractor in writing of such termination action within 10 days following such cure period. The City will not unreasonably withhold approval of an adjustment to the Contract that eliminates the circumstances that cause or substantially contribute to the alleged breach. If the City determines to cancel the Contract for breach, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, if the event such termination occurs during the initial or any extended term of this Contract, City may procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial or extended term of the Contract. Except for such right during the initial and any extended term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

17.02. In the event of a failure by the City to perform any material provision of this contract, the contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if the City has not adequately corrected such breach in accordance with this Contract or demonstrated a good faith effort to cure the problem and/or has explained to the Contractor in writing why the situation cannot be cured, and Contractor notifies City in writing of such termination action within 10 days following such cure period. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

17.03. Force Majeure – Acts of God.

The performance of this Contract may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party.

17.04. Rights of the City. Notwithstanding any other term, condition or provision of this Contract:

(a) If the City Council finds, after notice and hearing held at any time after any previous opportunity to cure, that Contractor has breached this Contract or is providing an inadequate quality of service, the City Council may terminate this Contract.

(b) The City Council shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include the contract fees and charges payable to the Contractor, a fee

established by the City Council for the cost of billing and accounting for such services, and any other reasonably related fees and charges,

(c) The City Council shall have the power and authority to regulate any fees and charges established or imposed by the Contractor within the City for any garbage or solid waste collection and disposal services provided and for which the rates are not established pursuant to this Contract.

18.0 CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from contractor's handling of the equipment). City and its residents shall use the equipment only for its intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City or the City's residents, employees, agents, suppliers or guests.

19.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification from the City provide solid waste collection and disposal and recycling services of the same frequency and quality required by the Contract to newly developed areas within the City and areas in which the City has, by easement or contract, the right to provide solid waste collection services. As new homes are constructed and occupied in any of the areas within the City, the Contractor shall, after proper notification by the City provide solid waste services as required by the Contract on the next scheduled day of collection following notification.

20.0 MISCELLANEOUS TERMS

- i. Contractor shall not be responsible for any damage to the driving surface of any city street resulting from the Contractor providing the services under this Contract.
- ii. Contractor may contract for services with third parties; provided that Contractor shall not provide for any third party or affiliate to collect or dispose of garbage or solid waste.
- iii. Contractor shall have no confidentiality obligation with respect to any waste materials or recyclable materials collected pursuant to this Contract.
- v. Except as specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City for breach of contract. This provision shall not be construed or applied to limit any claim for damages or any fines or penalties that may be or become applicable by reason of acts by the Contractor.
- vi. No intellectual property (IP) rights in any of Contractor's IP are granted to city under this contract.
- vii. This Contract shall be binding and inure solely to the benefit of the parties and their permitted assigns

- viii. If any provision of this Contract shall be invalid, illegal or unenforceable it shall be modified so as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties. If such modification is not possible, such provision will be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- ix. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless in writing. Any waiver by either party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- x. This Contract shall be interpreted and governed by the Laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.
- xi. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Contract.
- xii. Anti-Boycott Verification. To the extent this Agreement constitute 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, the TWRI represents that neither the TWRI 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 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.
- xiii. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement 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 federal law, TWRI represents that neither the TWRI nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

CONTRACT

THIS CONTRACT, made and entered into this 30th day of December, 2019, by and between the City of Manor, Texas (hereinafter called the "City"), represented herewith by and through its City Manager, Thomas Bolt, and Waste Connections Lone Star, Inc., a Texas corporation qualified to do and actually doing business in the State of Texas (hereinafter called "Contractor"), herein represented by Gregory Hee, its Division Vice President.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and areas outside the City in which the City has easements over the streets and roads to provide solid waste services, or contract rights to provide such services as provided in and subject to the terms and conditions of the attached General Specifications, and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste Collection, Disposal and Recycling Services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - (a) The RFP and any Addenda issued, together with the Contractor's Response/Proposal by Contractor
 - (b) The attached General Specifications.
 - (c) Certificates of Insurance or Proof of Self Insurance By Parent Company.
 - (d) The attached Rates for Collection and Disposal of Refuse.
 - (e) This Instrument.
 - (f) Any addenda or changes to the foregoing documents agreed to by the parties subject hereto and approved by the governing body of the City.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This contract is entered into subject to the following conditions:

- a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies or proof of self-insurance by the parent company specified in, and required by, the Contract Documents.
- b. Neither the Contractor nor the City shall be liable for the failure to perform their duties (except for payment of monies due) if such failure to perform their duties is caused by a Force Majeure event as set out in the General Specifications.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
- d. Contractor shall at all times remain current in the payment to the City of all fees, charges and taxes that are now due and payable or that hereafter become due and payable to the City.

IN WITNESS WHERE, Thomas Bolt, City Manager of the City of Manor hereunto subscribed his name, and Gregory Hee, Division Vice President of Waste Connections Lone Star, Inc. has also hereunto subscribed his name on the days and dates set forth after their various signatures.

CITY OF MANOR

WASTE CONNECTIONS
LONESTAR, INC.

By: Thomas Bolt
Thomas Bolt, City Manager

By: Gregory Hee
Gregory Hee, Division Vice President

ATTEST:

Lluvia T. Almaraz
Lluvia T. Almaraz, City Secretary



EXHIBIT A

The following rates are base rates, which do not include franchise fees or administrative billing fees.

Residential Solid Waste and Recycling Collection Rate

(90 - 95 gallon poly cart for solid waste and poly cart for recycle materials)	\$15.62
Additional solid waste poly cart	\$7.00
Additional recycling poly cart	\$7.00

For the solid waste services provided to Commercial, Industrial, Institutional, and Multi-Family sites the Applicant shall charge per month for each container utilized the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
1 yard	One	\$ 56.49
2 yards	One	\$ 56.49
2 yards	Two	\$112.97
3 yards	One	\$ 85.58
3 yards	Two	\$171.17
4 yards	One	\$ 91.29
4 yards	Two	\$178.01
6 yards	One	\$111.26
6 yards	Two	\$219.09
8 yards	One	\$134.65
8 yards	Two	\$264.74
10 yards	One	\$171.17
10 yards	Two	\$342.24

For the recycle material services provided to Commercial, Industrial, Institutional, and Multi-Family sites the Applicant shall charge per month for each container utilized the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
1 yard	One	\$ 56.49
2 yards	One	\$ 56.49
2 yards	Two	\$112.97
3 yards	One	\$ 85.58
3 yards	Two	\$171.17
4 yards	One	\$ 91.29
4 yards	Two	\$178.01
6 yards	One	\$111.26
6 yards	Two	\$219.09
8 yards	One	\$134.65

8 yards	Two	<u>\$264.74</u>
10 yards	One	<u>\$171.17</u>
10 yards	Two	\$342.34

For any collection that the Applicant is required to make in excess of the above weekly figures, the Applicant shall charge an additional \$ 89.50 per month per solid waste container and an additional \$ 89.50 per month per recycle materials container. The foregoing rates apply to all Commercial, Industrial, Institutional, and Multi-Family sites that are located within the city limits of Manor, Texas and the adjacent subdivision of Shadowglen.

Subject to adjustment by the Applicant in its sole discretion, for the services provided the Applicant shall charge for each roll-off utilized for Commercial, Industrial, Institutional, and Multi-Family sites the following fees:

Delivery Fee	<u>\$ 95.00</u>
Rental Fee	<u>\$3.00</u> per day
Haul Fee – 20 yard	<u>\$255.00</u>
Haul Fee – 30 yard	<u>\$295.00</u>
Haul Fee – 40 yard	<u>\$345.00</u>
Disposal Fee	<u>\$35.00</u> per ton

EXTRA ROLL OFF CONTAINERS:

20 Cubic Yard Per Haul	<u>\$255.00</u>
30 Cubic Yard Per Haul	<u>\$295.00</u>
40 Cubic Yard Per Haul	<u>\$345.00</u>
Delivery and Exchange	<u>\$95.00</u>
Daily Container Rental	\$3.00

Additional Rates or Fees not covered above:

<u>FEL Container Lock Bar</u>	\$8.00 per month
<u>FEL Container Casters</u>	\$10.00 per month
<u>FEL Extra Pickup</u>	\$50.00 per pickup
	\$



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Pauline Gray
DEPARTMENT: P.E., City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the City of Manor's Impact Fee Ordinance.

BACKGROUND/SUMMARY:

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council reappointed the Planning and Zoning Commission and one representative of the development community as the Community Impact Fee Advisory Committee. The committee generated a list of capital improvement projects that are needed in order to provide water and wastewater services for future growth. The Advisory Committee met several times and has evaluated the City's current Impact Fee Program and has come up with recommendations for proposed changes to the Community Impact Fees for Water and Wastewater.

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

- Advisory Committee Letter
- CIF Ordinance No. 639
- Exhibit "A"
- Exhibit "B"

STAFF RECOMMENDATION:

it is the City staff's recommendation that the City Council approve Ordinance No. 639; Amending Ordinance No. 402; Amending Chapter 10, Subdivision Regulation, Article 10.03, Impact Fees, Code of Ordinances of Manor; Adopting a Capital Improvements Plan; Establishing a Community Impact Fee Based Upon Living Unit Equivalents.

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

2021 COMMUNITY IMPACT FEE UPDATE

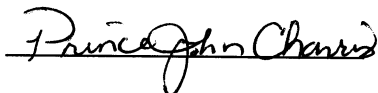
ADVISORY COMMITTEE ACTIVITY SUMMARY

AND RECOMMENDATION TO CITY COUNCIL

The duly-appointed Community Impact Fee (CIF) Advisory Committee has conducted six (6) meetings to discuss and consider issues related to the City of Manor's 2021 Community Impact Fee program update. The City Engineer, acting as the Impact Fee Consultant, presented information for Advisory Committee consideration at each of the meetings.

- On July 14th, 2021, the CIF Advisory Committee first met and reviewed the committee makeup, schedule and responsibilities for the Community Impact Fee program update and appointed a chairperson.
- On August 11th, 2021, the CIF Advisory Committee met, was presented with, and discussed the preliminary Land Use Assumptions prepared by the consultant.
- On September 8th, 2021, the CIF Advisory Committee met to discuss and consider revised Land Use Assumptions based upon comments made during the previous meeting and information researched by the consultant. Several modifications were made to the Land Use Assumption Map at the meeting.
- On October 13th, 2021, the Advisory Committee was presented with the final draft Land Use Map. The Committee also generated population projections along with Capital Improvement Plans for Water and Wastewater.
- On October 13th, 2021, the CIF Advisory Committee reviewed an updated 10-year Capital Improvements Plan, based upon the proposed Land Use Assumptions. The CIF Advisory Committee unanimously recommended the City Council act to adopt the updated Land Use Assumptions and 10-year Capital Improvements Plan.
- On November 10, 2021, the CIF Advisory Committee met and reviewed the calculations for the City's Community Impact Fee Program's Water and Wastewater Impact Fees. The CIF Advisory Committee recommended the City Council act to adopt Water and Wastewater Impact Fees of \$1,557.00 for water and \$4,470.00 for wastewater.

Respectfully Submitted:



Prince J. Chavis, Chair
Community Impact Fee Advisory Committee

20220112

Date

ORDINANCE NO. 639

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE NO. 402; AMENDING CHAPTER 10, SUBDIVISION REGULATION, ARTICLE 10.03, IMPACT FEES, CODE OF ORDINANCES OF MANOR; ADOPTING A CAPITAL IMPROVEMENTS PLAN; ESTABLISHING A COMMUNITY IMPACT FEE BASED UPON LIVING UNIT EQUIVALENTS; PROVIDING SEVERABILITY, OPEN MEETING AND EFFECTIVE DATE PROVISIONS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, pursuant to Chapt. 395, TEX. LOC. GOV'T. CODE, the City Council (the "Council") of the City of Manor, Texas (the "City") adopted Ordinance No. 402, now codified in Chapter 10, Subdivision, Article 10.03, Impact Fees, which approved the Capital Improvement Plan, set out as Exhibit "A" and the Land Use Assumptions, set out as Exhibit "B" to the Ordinance, and established water and wastewater impact fees for connection to the City's water and wastewater system, with such fees set out presently in Appendix "A," Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees; and

WHEREAS, the City has undertaken to update the Capital Improvement Plan and the Land Use Assumptions ("CIP and LUA") to determine whether any amendments are advisable and determine whether the impact fees should be amended pursuant to Sec. 395.052, TEX. LOC. GOV'T. CODE, by issuing and timely publishing notices for and holding public hearings on the revised land use assumptions, a revised water, and wastewater capital improvements plan, and the imposition of revised impact fees; and

WHEREAS, the City Council of the City of Manor, Texas (the "City Council") adopted Resolution No. 2021-21, on November 3, 2021, establishing the date for public hearings and directing that notice to be given for such public hearings to be held; and

WHEREAS, after notice of public hearing for the CIP and LUA was published November 12, 2021, the City Council held such public hearing on December 15, 2021, to consider the CIP and LUA and the imposition of revised impact fees; and

WHEREAS, the City Council approved the proposed CIP and LUA by resolution; and

WHEREAS, in accordance with the above steps, the City Council adopted a CIP pursuant to Chapter 395 on December 15, 2021; and

WHEREAS, the Advisory Committee filed written comments on the proposed impact fees before the fifth business day before the date of the public hearing; and

WHEREAS, after notice of public hearing relating to possible amendment of Impact Fees was published on January 21, 2022, the City Council held a public hearing on February 23, 2022, to

ORDINANCE NO. 639**Page 2**

consider a proposed amendment of Impact Fees;

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

Section 1. Findings. The foregoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2. Capital Improvements Plan. Section 10.03.005, Capital improvements plan adopted of the Code of Ordinance of the City is hereby amended in its entirety to read as follows:

(a) The capital improvements plan identifying capital improvements or facility expansions pursuant to which impact fees may be assessed, as considered at the December 15, 2021, public hearing and as set out in Exhibit "A" attached hereto is hereby adopted.

(b) The land use assumptions pursuant to which the capital improvement plan is developed, as considered at the December 15, 2021, public hearing and as set out in Exhibit "B" attached hereto is hereby adopted.

Section 3. Community Impact Fee Amount. The Community Impact Fee for each Living Unit Equivalent shall, as set forth in Exhibit "B" attached hereto, be \$1,577.00 for water service and \$4,470.00 for wastewater service for all new assessments. Ordinance No. 402 is amended to replace Exhibit "B" in its entirety with the attached Exhibit "B" which is hereby adopted. This fee shall apply to lots platted or replatted after February 23rd, 2022, to land on which new development occurs or is proposed to occur without platting, and in any other circumstance where a previously adopted Impact Fee does not apply. For all lots or development, the community impact fee for each living unit equivalent shall be in accordance with the amounts herein adopted and with the amounts imposed in previous ordinances for the applicable time period as shown in the chart set forth in Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A of the Code of Ordinances of the City.

Section 4. Application and Reading. Other provisions of Ordinance No. 402, Section 10.03.005, Water and Wastewater Impact Fees, and Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A, Code of Ordinances, City of Manor, shall be and remain in full force and effect as amended herein and the same shall be interpreted and applied together and consistent with this ordinance in a manner to give effect to the intent of Ordinance No. 402, Section 10.03.005, and Article A7.000, as amended by the amendments set forth in this Ordinance.

ORDINANCE NO. 639**Page 3**

Section 5. Severability. If any section, paragraph, subdivision, clause, part or provision of Ordinance No. 402, Section 10.03.005, Water and Wastewater Impact Fees, and Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A, Code of Ordinances, City of Manor or this Ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity as a whole or any part or provision other than the part held invalid or unconstitutional.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 7. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code, and it is accordingly so ordained.

PASSED AND APPROVED on this 23rd day of February 2022.

CITY OF MANOR, TEXAS:

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

ORDINANCE NO. 639

Page 4

EXHIBIT “A”

Legend


 Proposed Storage Tank

 Existing Storage Tank

 12" Water Main

 12"/16" Water Main


 16" Water Main

 ETJ

 City Limits

 Water Main

 Creeks

 10 Yr. Wastewater Service Area

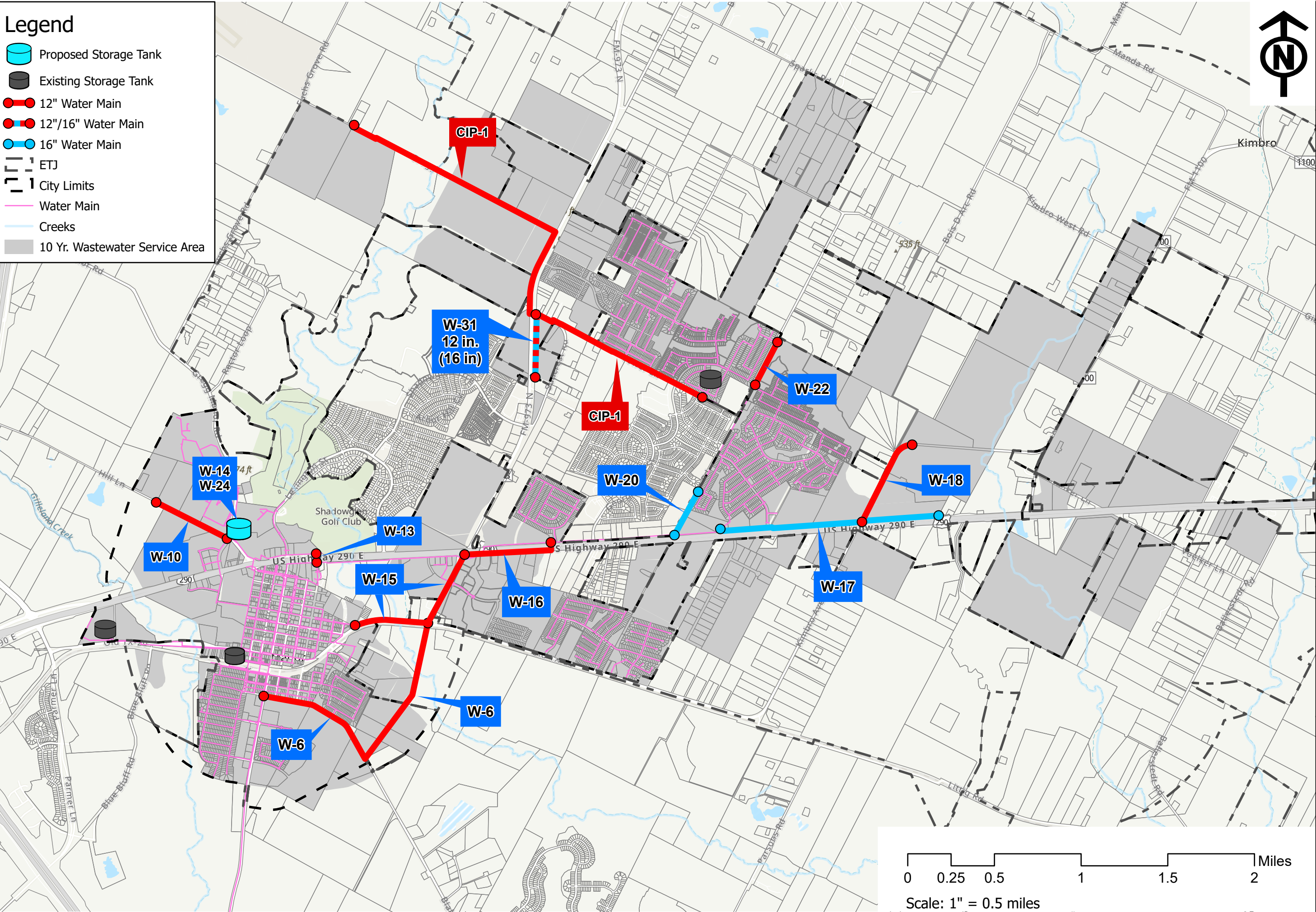


EXHIBIT A-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
NOVEMBER 2021

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2020 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2021	Blake Manor Road Water Line	12	inch	3,200	\$ 268,800.00	0.050	20	\$ 322,560.00	\$ 48,400.00	\$ 48,200.00	\$ 253,529.66	\$ 673,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2020	Hill Lane Water Line	12	inch	3,450	\$ 289,800.00	0.050	20	\$ 333,270.00	\$ 50,000.00	\$ 46,000.00	\$ 259,644.71	\$ 689,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2023	US 290 Crossing at Golf Course	12	inch	250	\$ 100,000.00	0.050	20	\$ 130,000.00	\$ 19,500.00	\$ 22,400.00	\$ 103,974.01	\$ 276,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2022	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,125,000.00	\$ 468,800.00	\$ 503,100.00	\$ 2,478,017.11	\$ 6,575,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2022	US 290 Water Line	12	inch	2900	\$ 275,000.00	0.050	20	\$ 343,750.00	\$ 51,600.00	\$ 55,300.00	\$ 272,576.44	\$ 723,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2020	US 290 Water Line	16	inch	4400	\$ 540,000.00	0.050	20	\$ 621,000.00	\$ 93,200.00	\$ 85,700.00	\$ 483,820.91	\$ 1,284,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2020	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 545,100.00	\$ 81,800.00	\$ 75,200.00	\$ 424,666.41	\$ 1,127,000.00	Transmission main to serve new growth north of US 290
W-20	2023	Bois D'Arc Lane Water Line	16	inch	2700	\$ 302,400.00	0.050	20	\$ 393,120.00	\$ 59,000.00	\$ 67,800.00	\$ 314,474.52	\$ 834,000.00	Transmission main to improve delivery of water from East EST
W-22	2023	Bois D'Arc Lane Water Line	12	inch	2500	\$ 210,000.00	0.050	20	\$ 273,000.00	\$ 41,000.00	\$ 47,100.00	\$ 218,411.96	\$ 580,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 200,000.00	0.050	20	\$ 280,000.00	\$ 42,000.00	\$ 54,700.00	\$ 227,847.65	\$ 605,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	12	inch	5200	\$ 436,800.00	0.050	20	\$ 546,000.00	\$ 81,900.00	\$ 87,900.00	\$ 432,952.88	\$ 1,149,000.00	Transmission main along FM 973 from Tower Road to Canopy Lane to serve new growth.
Water CIP-1	2020	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,560,000.00	0.050	20	\$ 1,794,000.00	\$ 269,100.00	\$ 247,600.00	\$ 1,397,630.92	\$ 3,708,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Total													\$ 20,564,000.00	

Notes:
Water LUEs are defined as requiring 451 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.

Legend

- LS Lift Station
- Wastewater Treatment Plant
- Force Main
- Gravity Main
- 10 Yr. Wastewater Service Area
- ETJ
- City Limits
- Sewer Main
- Creeks

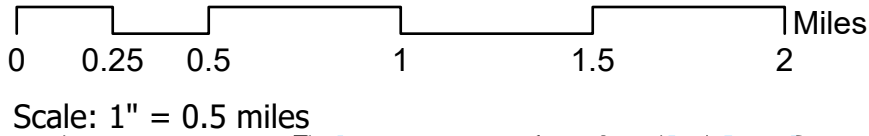
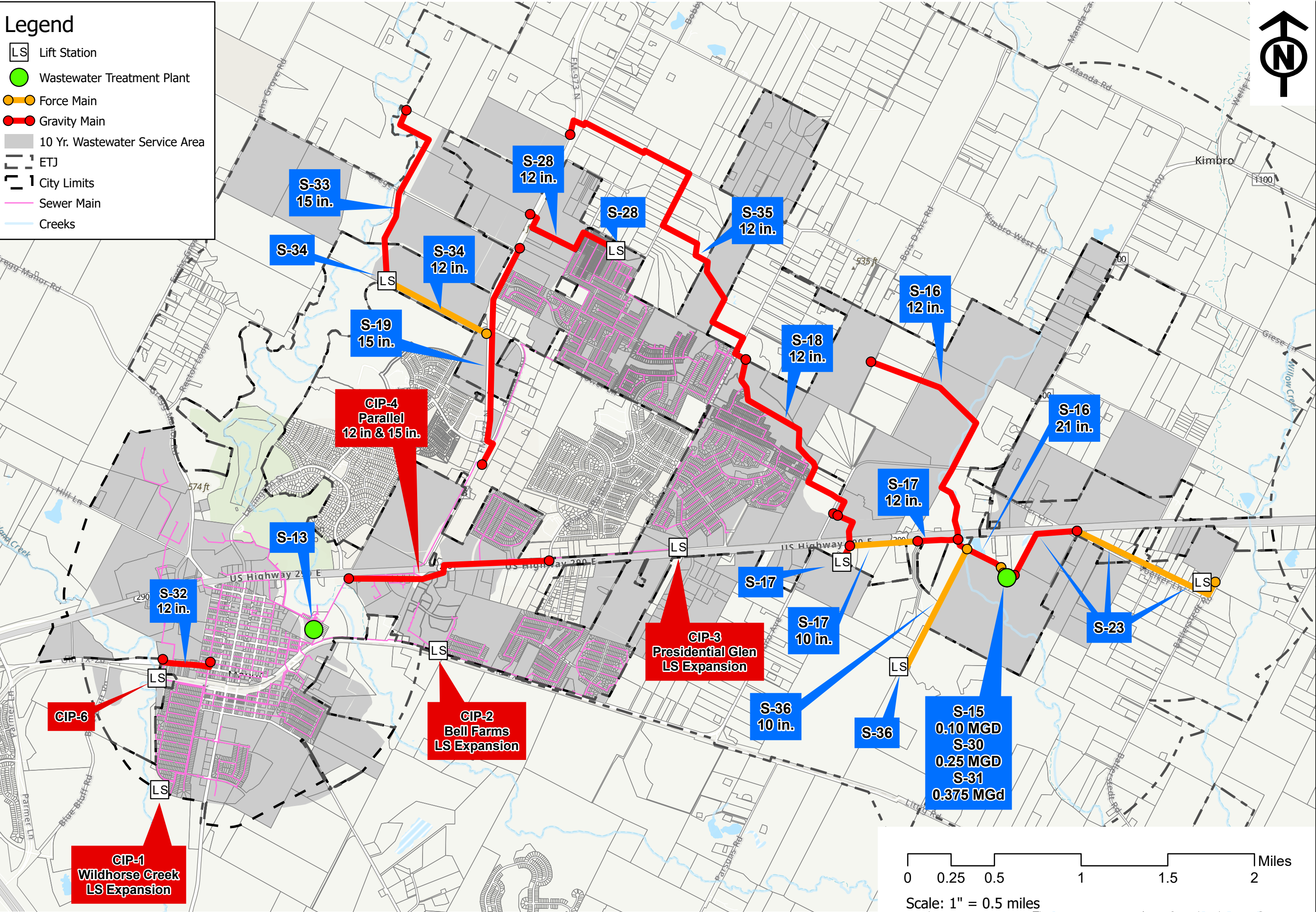


EXHIBIT A-4
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
NOVEMBER 202

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

Project No.	Year	Description	Construction Cost (2021 Dollars)	Interest	Period (months)	Payment	Total Payment	Size	Length	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5.1% over 20 Years)	Total Project Costs	Detailed Description
S-13	2020	Addl. Wilbarger WWTP Capacity	\$ 16,825,000.00	0.00425	240	\$ 145,667.98	\$ 34,960,314.38	1.33 MGD		\$ 19,348,750.00	\$ 2,140,000.00	\$ 400,000.00	\$ 13,071,564.38	\$ 34,960,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-15	2021	Cottonwood WWTP, Phase 1, 0.20 MGD	\$5,119,897.50	0.00425	240	\$ 49,195.04	\$ 11,806,810.71	0.20 MGD		\$ 6,143,877.00	\$ 398,000.00	\$ 850,400.00	\$ 4,414,533.71	\$ 11,807,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
S-16	2021	East Cottonwood Gravity Line	\$ 1,750,000.00	0.00425	240	\$ 14,773.93	\$ 3,545,743.72	12"	3,200	\$ 2,100,000.00	\$ 51,000.00	\$ 69,000.00	\$ 1,325,743.72	\$ 3,546,000.00	Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity
S-17	2021	West Cottonwood LS and FM	\$ 1,000,000.00	0.00425	240	\$ 8,837.74	\$ 2,121,057.51	6" FM and 350 gpm LS	3,700	\$ 1,200,000.00	\$ 79,000.00	\$ 49,000.00	\$ 793,057.51	\$ 2,121,000.00	Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity
S-18	2022	West Cottonwood Gravity Line, Phase 2	\$ 984,000.00	0.00425	240	\$ 8,917.60	\$ 2,140,223.69	15"	8,200	\$ 1,230,000.00	\$ 64,000.00	\$ 46,000.00	\$ 800,223.69	\$ 2,140,000.00	Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity
S-19	2022	FM 973 Gravity Wastewater Line	\$ 700,000.00	0.00425	240	\$ 6,139.30	\$ 1,473,432.00	15"	5,800	\$ 875,000.00	\$ 131,300.00	\$ 106,100.00	\$ 361,032.00	\$ 1,473,000.00	Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln)
S-23	2024	Willow Lift Station and Force Main	\$ 750,000.00	0.00425	240	\$ 8,988.81	\$ 2,157,313.53	200 gpm		\$ 1,012,500.00	\$ 151,900.00	\$ 186,300.00	\$ 806,613.53	\$ 2,157,000.00	Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm
S-28	2018	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	\$ 26,271.96	0.00425	240	\$ 210.84	\$ 50,601.98	12"	3,100	\$ 27,585.56	\$ 4,096.48	\$ -	\$ 18,919.94	\$ 51,000.00	Gravity main to serve new high school; upgrades to existing Stonewater Lift Station.
S-30	2022	Expand Cottonwood WWTP to 0.40 MGD Capacity	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	0.40 MGD		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-31	2025	Expand Cottonwood WWTP to 0.50 MGD Capacity	\$ 2,500,000.00	0.00425	240	\$ 31,340.04	\$ 7,521,608.52	0.50 MGD		\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,812,308.52	\$ 7,522,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-32	2021	Bastrop-Parsons WW Improvements	\$ 418,097.00	0.00425	240	\$ 4,339.12	\$ 1,041,388.76	12"		\$ 501,716.40	\$ 75,300.00	\$ 75,000.00	\$ 389,372.36	\$ 1,041,000.00	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth
S-33	2022	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	\$ 750,000.00	0.00425	240	\$ 8,178.90	\$ 1,962,936.50	15"	6,200	\$ 937,500.00	\$ 140,600.00	\$ 150,900.00	\$ 733,936.50	\$ 1,963,000.00	New wastewater line to serve growth along Gregg Lane.
S-34	2022	Wilbarger Basin lift station and force main (off Gregg Lane)	\$ 1,000,000.00	0.00425	240	\$ 10,906.09	\$ 2,617,461.63	12" FM and 225 gpm LS	3,500	\$ 1,250,000.00	\$ 187,500.00	\$ 201,300.00	\$ 978,661.63	\$ 2,617,000.00	New lift station and force main to servie growth along Gregg Lane.
S-35	2022	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	\$ 850,000.00	0.00425	240	\$ 9,270.31	\$ 2,224,874.33	12"	8,130	\$ 1,062,500.00	\$ 159,400.00	\$ 171,100.00	\$ 831,874.33	\$ 2,225,000.00	Option 1 -New gravity wastewater line to extend wastewater service to City Limits for future growth.
S-36	2022	Lift Station and Force main to Cottonwood WWTP	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	10" FM 1,575 LUEs		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New lift station and force main to serve areas south of US Hwy 290 along Old Kimbro Road.
CIP-1	2021	Wildhorse Creek Lift Station Expansion	\$ 750,000.00	0.00425	240	\$ 7,520.06	\$ 1,804,815.50	1,075 gpm, 2nd WW		\$ 900,000.00	\$ 135,000.00	\$ 95,000.00	\$ 75,900.00	\$ 1,206,000.00	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.
CIP-2	2022	Bell Farms Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	1,400 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 730 LUES. Current phase 1 capacity is 1264 LUES. Ultimate Capcity at phase 2 is 2172.
CIP-3	2022	Presidential Glen Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	2,275 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 1281 LUES. Actual phase 1 capacity with current wastewater flows is in excess of 1500 LUES. Ultimate Capcity at phase 2 is 3517.
CIP-4	2022	US 290 WW Line Expansion	\$ 603,378.00	0.00425	240	\$ 6,579.87	\$ 1,579,169.64	12" & 15"	1,566 & 2,760	\$ 754,222.50	\$ 113,100.00	\$ 121,400.00	\$ 590,447.14	\$ 1,579,000.00	Presently at approximately 264 PG+308 SW = 572 LUEs out of 1800 LUE capacity, expansion will double capacity.
CIP-6	2020	Travis County Rural Center Lift Station, force main	\$ 1,931,000.00	0.00425	240	\$ 16,288.93	\$ 3,909,342.17	500 gpm	500	\$ 2,220,650.00	\$ 127,000.00	\$ 100,000.00	\$ 1,461,692.17	\$ 3,909,000.00	Lift Station and Force Main from Rural Center to existing wastewater line



Total: \$ 92,623,000.00

ORDINANCE NO. 639

Page 5

EXHIBIT “B”

EXHIBIT B-1
CITY OF MANOR
PLANNING AND DESIGN CRITERIA
NOVEMBER 2021

Item 5.

Water Infrastructure

Criterion	Value	Unit
People per LUE	3.2	
Average Day Water Demand	232	gpd/LUE
Maximum Day Water Demand	464	gpd/LUE
Peak Hour Water Demand	1.5	gpm/LUE
Total Water Storage	200	gal/LUE
Minimum Water Elevated Storage	100	gal/LUE
Minimum Water Pump Capacity	0.6	gpm/LUE
Minimum Water System Pressure (Normal Conditions)	35	psi
Minimum Water System Pressure (Fire Flow Conditions)	20	psi
Maximum Water Line Velocity (Peak Hour/Fire Flow Conditions)	5	fps

Wastewater Infrastructure

Criterion	Value	Unit
People per LUE	3.2	
Average Wastewater Flow	200	gpd/LUE
Peak Wastewater Flow	800	gpd/LUE
Minimum Wastewater Line Velocity	2	fps
Maximum Wastewater Line Velocity	8	fps

Notes:

Water demands and wastewater flows from the City of Manor Adopted Water and Wastewater Master Plans.

System capacities and other design criteria from 30 TAC Chapters 217 and 290.

EXHIBIT B-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
PRO RATA CALCULATIONS
NOVEMBER 2021

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2020 Dollars	Pro Rata Share	Pro Rata Project Cost in 2020 Dollars
W-6	2021	Blake Manor Road Water Line	12"	1667	763	\$ 673,000.00	70%	\$ 471,100.00
W-10	2020	Hill Lane Water Line	12"	91	45	\$ 689,000.00	49%	\$ 340,714.29
W-13	2023	US 290 Crossing at Golf Course	12"	1667	1667	\$ 276,000.00	100%	\$ 276,000.00
W-14	2022	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250000	2500	2500	\$ 6,575,000.00	100%	\$ 6,575,000.00
W-15	2022	FM 973 Water Line	12"	1667	625	\$ 884,000.00	60%	\$ 530,400.00
W-16	2022	US 290 Water Line	12"	1667	1667	\$ 723,000.00	100%	\$ 723,000.00
W-17	2020	US 290 Water Line	16"	2400	900	\$ 1,284,000.00	38%	\$ 481,500.00
W-18	2020	Old Kimbro Road Water Line	12"	1667	700	\$ 1,127,000.00	45%	\$ 507,150.00
W-20	2023	Bois D'Arc Lane Water Line	16"	2400	2400	\$ 834,000.00	100%	\$ 834,000.00
W-22	2023	Bois D'Arc Lane Water Line	12"	1667	1100	\$ 580,000.00	70%	\$ 406,000.00
W-24	2025	Gregg Manor Road Pump Improvements	1200	2000	2000	\$ 605,000.00	100%	\$ 605,000.00
W-31	2022	FM 973 Water Line	12	2400	725	\$ 1,149,000.00	45%	\$ 517,050.00
Water CIP-1	2020	Gregg Lane to Tower Road Waterline	12	2400	725	\$ 3,708,000.00	50%	\$ 1,854,000.00
Water CIP-3	2018	AMR Water Meters		2400	2400	\$ 853,000.00	100%	\$ 853,000.00
								\$ 14,973,914.29

Previously Completed Projects

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2002	1667	Creekside Offsite Utilities	12"	\$ 175,000.00	405	300	18%	\$ 31,000.00
2005	1667	Greenbury Offsite Utilities	12"	\$ 407,816.64	308	1200	72%	\$ 294,000.00
2007	5,600	Water Supply Main From City of Austin to West Elevated Storage Tank and Downtown	16"	\$ 1,057,675.36	1550	2650	47%	\$ 501,000.00
2008	5,000	West Elevated Storage Tank	500,000	\$ 2,138,083.58	1550	2650	53%	\$ 1,133,000.00
2010	2,400	Presidential Glen Water Lines	16"	\$ 465,054.06	8	1300	54%	\$ 252,000.00
2009	5,000	East Manor Elevated Storage Tank	500,000	\$ 1,880,381.34	1550	2650	53%	\$ 997,000.00
Totals				\$ 6,124,000.00				\$ 3,208,000.00

CIF Ineligible Projects



EXHIBIT B-3
CITY OF MANOR WATER IMPROVEMENTS
MISCELLANEOUS PROJECT COSTS
NOVEMBER 2021

Item 5.

Description	Amount
CIF Studies	\$ 13,450.00
Study Cost for Water, Mapping, Modeling	\$ 40,000.00
Total Water-Related Costs	\$ 53,450.00

EXHIBIT B-4
CITY OF MANOR WATER
IMPACT FEE CALCULATION
NOVEMBER 2021

Item 5.

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 18,235,364.29
Number of LUEs added:	\$ 5,782.00
Maximum Water CIF:	\$ 3,154.00
50% Credit:	\$ (1,577.00)
MAXIMUM ASSESSABLE CIF:	\$ 1,577.00

EXHIBIT B-5
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
PRO RATA CALCULATIONS
NOVEMBER 2021

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2015 Dollars	Pro Rata Share	Pro Rata Project Cost in 2020 Dollars
S-13	2020	Addl. Wilbarger WWTP Capacity	1.33 MGD	5354	4200	\$ 34,960,000.00	95.00%	\$ 33,212,000.00
		Cottonwood WWTP, Phase 1, 0.20 MGD	0.1 MGD	363	363	\$ 11,807,000.00	100.00%	\$ 11,807,000.00
S-15	2021	East Cottonwood Gravity Line	12"	1000	375	\$ 3,546,000.00	50.00%	\$ 1,773,000.00
S-16	2021	West Cottonwood LS and FM	12"	1200	540	\$ 2,121,000.00	50.00%	\$ 1,061,000.00
S-17	2021	West Cottonwood Gravity Line, Phase 2	15"	1200	540	\$ 2,140,000.00	45.00%	\$ 963,000.00
S-18	2022	FM 973 Gravity Wastewater Line	15"	754	75	\$ 1,473,000.00	50.00%	\$ 737,000.00
S-19	2022	Willow Lift Station and Force Main	200 gpm	210	100	\$ 2,157,000.00	47.62%	\$ 1,027,000.00
S-20	2022	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	12"	1000	500	\$ 51,000.00	100.00%	\$ 51,000.00
S-21	2018	Expand Cottonwood WWTP to 0.40 MGD Capacity	0.40 MGD	909	909	\$ 5,235,000.00	100.00%	\$ 5,235,000.00
S-22	2022	Expand Cottonwood WWTP to 0.50 MGD Capacity	0.50 MGD	1272	1272	\$ 7,522,000.00	100.00%	\$ 7,522,000.00
S-23	2025	Bastrop-Parsons WW Improvements	12"	1272	1272	\$ 1,041,000.00	100.00%	\$ 1,041,000.00
S-24	2021	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	15"	1200	1200	\$ 1,963,000.00	100.00%	\$ 1,963,000.00
S-25	2022	Wilbarger Basin lift station and force main (off Gregg Lane)	12" FM and 225 gpm LS	1200	1200	\$ 2,617,000.00	100.00%	\$ 2,617,000.00
S-26	2022	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	12"	1200	600	\$ 2,225,000.00	60.00%	\$ 1,335,000.00
S-27	2022	Wildhorse Creek Lift Station						
CIP-1	2021	Expansion	1,075 gpm, 2nd WW	1586	1586	\$ 1,206,000.00	100.00%	\$ 1,206,000.00
CIP-2	2022	Bell Farms Lift Station Expansion	1,400 gpm, 2nd WW	2172	2172	\$ 918,000.00	100.00%	\$ 918,000.00
CIP-3	2022	Presidential Glen Lift Station						
CIP-4	2022	Expansion	2,275 gpm, 2nd WW	3517	1119	\$ 918,000.00	65.00%	\$ 597,000.00
CIP-5	2022	US 290 WW Line Expansion	12" & 15"	3600	2300	\$ 1,579,000.00	63.89%	\$ 1,009,000.00
CIP-6	2022	Travis County Rural Center Lift Station, force main						
CIP-7	2020	Station, force main	500 gpm	679	340	\$ 3,909,000.00	50.07%	\$ 1,957,000.00
								\$ 76,031,000.00

Previously Completed Projects

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2001	300	Hamilton Point Sewer Main	Gravity Sewer Line to Serve Hamilton Point Sub	\$ 128,000.00	300	0	0%	\$ -
2003	1091	Creekside Offsite/Onsite and Wilbarger WWTP	Lift Station, Forced Main and WWTP	\$ 1,033,000.00	726	375	34%	\$ 355,000.00
2004	1264	East Old Highway 20 Gravity Line, Lift Staion, Forced Main (Bell Farms FM)	Gravity Line Lift Station and Forced Main to Serve new growth along Old Highway 20	\$ 1,034,873.04	616	650	51%	\$ 532,000.00
2005	1885	Greenbury Gravity Line	Gravity Line Along US 290 to Serve Greenbury Sub	\$ 619,007.39	308	682	36%	\$ 224,000.00
2008	888	Carriage Hills Lift Station and Forced Main	Lift Station and Forced Main to Serve Carriage Hills Sub	\$ 680,972.01	165	175	20%	\$ 134,000.00
Totals				\$ 3,495,852.45				\$ 1,245,000.00

CIF Ineligible Projects

2009	727	Wilbarger WWTP Capacity Buyback						
		Creekside Lift Station Forced Main						
	2005	Adjustment						

EXHIBIT B-6
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
MISCELLANEOUS PROJECT COSTS
NOVEMBER 2021

Item 5.

Description	Total Cost
CIF Studies	\$ 13,450.00
Gilleland Creek COA Impact Fee (34 LUEs @ \$1,400)	\$ 47,600.00
Study Cost for Wastewater, Mapping, Modeling	\$ 40,000.00
Total Sewer-Related Costs	\$ 101,050.00

EXHIBIT B-7
CITY OF MANOR WASTEWATER
IMPACT FEE CALCULATION
NOVEMBER 2021

Item 5.

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 77,377,000.00
Number of LUEs added:	8,655.00
Maximum Wastewater CIF:	\$ 8,940.00
50% Credit:	\$ (4,470.00)
MAXIMUM ASSESSABLE CIF:	\$ 4,470.00

EXHIBIT B-8
CITY OF MANOR WATER AND WASTEWATER IMPACT
FEE FACTORS
NOVEMBER 2021

Item 5.

1. RESIDENTIAL DEVELOPMENT

Community Impact Fees for residential development shall be assessed based upon the number of dwelling units proposed for development times the appropriate LUE Factor for water as shown below.

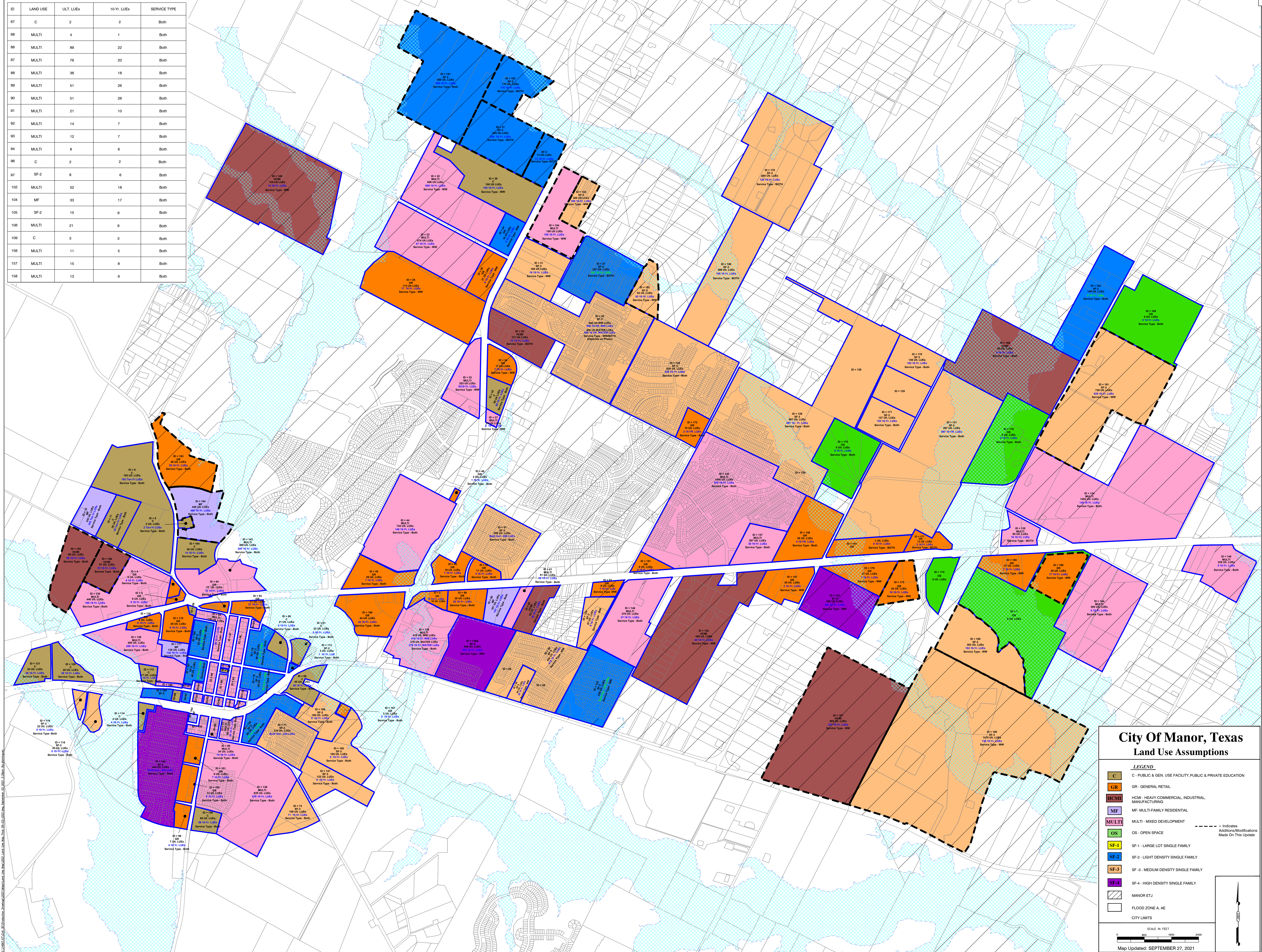
Dwelling Type	Units	LUE Factor
Single Family Residential	Per Housing Unit	1
Two-Family Residential	Per Residential Unit	0.7
Three-Family Residential	Per Residential Unit	0.7
Multi-Family Residential	Per Residential Unit	0.5

2. NON-RESIDENTIAL DEVELOPMENT

Community Impact Fees for all non-residential development shall be assessed based upon the water meter size and type installed to serve the proposed development water, as shown below.

Meter Size (Inch)	Type	LUE Factor
5/8	Positive	1
	Displacement	
3/4	Positive	1.5
	Displacement	
1	Positive	2.5
	Displacement	
1-1/2	Positive	5
	Displacement	
2	Positive	8
	Displacement	
2	Compound	8
2	Turbine	10
3	Compound	16
3	Turbine	24
4	Compound	25
4	Turbine	42
6	Compound	50
6	Turbine	92
8	Compound	80
8	Turbine	160
10	Compound	115
10	Turbine	250
12	Turbine	330

ID	LAND USE	ULT. LUEs	10-Yr. LUEs	SERVICE TYPE
67	C	2	2	Both
68	MULTI	4	1	Both
86	MULTI	89	22	Both
87	MULTI	78	20	Both
88	MULTI	36	18	Both
89	MULTI	51	26	Both
90	MULTI	51	26	Both
91	MULTI	21	10	Both
92	MULTI	14	7	Both
93	MULTI	12	7	Both
94	MULTI	8	6	Both
96	C	2	2	Both
97	SF-2	8	6	Both
102	MULTI	52	18	Both
104	MF	33	17	Both
105	SF-2	15	6	Both
106	MULTI	21	9	Both
109	C	3	3	Both
156	MULTI	11	5	Both
157	MULTI	15	8	Both
158	MULTI	13	6	Both





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Catholic Diocese of Austin for the benefit of St. Joseph Catholic Church for a water and wastewater utility easement with temporary construction easement; and a release of easement for an existing 15' wastewater easement.

BACKGROUND/SUMMARY:

The 25' water and wastewater utility easement and 25' temporary construction easement are required for the construction of the FM 973 12" Water Main (Capital Improvements Project W-15). The city is agreeing to \$13,008 monetary compensation for the easements. The proposed easement will overlap and replace the existing wastewater easement (which will be released) for the purpose of increasing its width to a total of 25 feet and expanding its purpose to include wastewater and water supply utility services.

The expenditure is based on an actual appraisal prepared for the City by a third party.

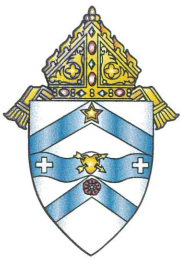
LEGAL REVIEW: Yes
FISCAL IMPACT: Yes, Compensation comes from CIP Funds
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the Purchase Contract with Catholic Diocese of Austin for the benefit of St. Joseph Catholic Church for a water and wastewater utility easement with temporary construction easement; and a release of easement for an existing 15' wastewater easement.

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



Diocese of Austin

Pastoral Center
6225 East US 290 Highway SVRD EB
Austin, TX 78723
(512) 949-2400
www.austindiocese.org

Item 6.

February 16, 2022

Dianna Tinkler
Agent for City of Manor
City of Manor
Easements & Acquisitions
105 E Eggleston St
Manor, TX 78653

Re: Easement Acquisition for Water Line and Wastewater – St. Joseph Catholic Church in Manor; and Release of Prior Easement

Diana:

Thank you for your assistance. I enclose the following items for delivery to the City of Manor subject to any requests, instructions, or conditions in this letter.

- (1) City of Manor Purchase Contract (signed by Bishop Vasquez). After execution by the City of Manor, please return a signed copy to me. A scan copy by email is sufficient.
- (2) Water Line and Wastewater Utility Easement (signed by Bishop Vásquez). After execution by the City of Manor, please ask the City or title company to insert the date of acceptance as the Date of the Easement on Page 1. Please have the Easement recorded and send me a copy of the recorded easement. A scan copy by email is sufficient.
- (3) Release of Easement (unsigned). After the City of Manor executes the Release of Easement, please have it recorded and send me a copy of the recorded Release or send the original to me and I will have it recorded.
- (4) Affidavit of Successors of the Bishop of Austin. I understand that the title company or the title reviewer requested this affidavit.
- (5) Release of Lien (KJT Lien). I obtained and recorded this Release of Lien from the KJT. I enclose a copy for your and the City's reference.

Finally, the City may tender the consideration by check payable to the Catholic Diocese of Austin and deliver it to my office. If the City prefers to wire funds, please let me know and I can send you wiring instructions. Let me know if you have any questions. Thank you.

Sincerely in Christ,

Deacon Ron Walker
Chancellor

Enclosures

cc: Reverend Henry Cuellar
Very Reverend James A. Misko, V.G.
Most Reverend Joe S. Vásquez

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged agree to grant a Water Line and Waste Water Utility Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** and depicted on **EXHIBIT "B"**, respectively, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$13,008.00 shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained, together with the delivery of a Release of Easement by the City to Owner of City's interest in the Waste Water Utility Easement dated March 8, 2005 and recorded in Instrument No. 2005066487 of the Official Public Records of Travis County, Texas

Owner agrees to convey to the City easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Water Line and Waste Water Utility Easement in the form and substance as the attached instrument shown as **EXHIBIT "C"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Water Line and Waste Water Utility Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Water Line and Waste Water Utility Easement for the above-described property and to deliver the Release of Easement described above at no expense to the Owner.

The City agrees to pay to Owner, upon delivery of the properly executed Water Line and Waste Water Utility Easement instrument, the above-stated amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Owner and the City agree that said permanent and temporary easement rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Christopher Harvey, Mayor

SELLERS:

**Most Reverend Joe S. Vásquez, Bishop of
the Catholic Diocese of Austin, and his
successors in office, as successor to the
Most Reverend Vincent M. Harris, Bishop
of Austin, and for the benefit of St. Joseph
Catholic Church – Manor, Texas**

Date: 2/14/2022

By: 

Project: FM 973 Waterline CIP 5-15
Parcel No.: 4
TCAD No.: 526038

If there are no leasehold interests, written or verbal, please sign here.

Paul Viny 2/14/2022
Seller Date

EXHIBIT "A"**DESCRIPTION FOR A 25' WATERLINE AND WASTEWATER UTILITY EASEMENT
VINCENT M. HARRIS, BISHOP OF AUSTIN, AND HIS SUCCESSORS IN OFFICE**

A CENTERLINE DESCRIPTION FOR A TWENTY FIVE FOOT (25') WIDE WATERLINE AND WASTEWATER UTILITY EASEMENT LOCATED IN THE CALVIN BAKER SURVEY NO. 38, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.00 ACRE TRACT OF LAND, DESCRIBED IN VOLUME 5985, PAGE 172, DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.TX.); SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found at the Southwest corner of said 5.00 acre parcel, also being the Southeast corner of a called 24.27 acre parcel described in Document No. 2015025268, in Official Public Records, Travis County, Texas, (O.P.R.T.C.TX); also being on the North Right-of-Way of F.M. 973;

THENCE North 09°27'16" East, along the West line of said 5.00 acre parcel, also being along the East line of said 24.27 acre parcel, a distance of 12.55 feet to a calculated point, for the **POINT OF BEGINNING** of the easement described herein;

THENCE South 85°49'26" East, along a line parallel to and 12.50 feet North of the South line of said 5.00 acre tract, also being along a line parallel to and 12.50 feet North of said North Right-of-Way, a distance of 299.21 feet to a calculated point on the east line of said 5.00 acre parcel for the **POINT OF TERMINATION** of the centerline described herein, from which a 5/8-inch iron rod found at the northeast corner of said 5.00 acre parcel, same being the northwest corner of a called 7.269 acre parcel, described in Volume 6632, page 1464, in D.R.T.C.TX, bears North 06°57'50" East, a distance of 740.70 feet.

Described centerline being a total distance of 299.21 feet.

Waterline and wastewater utility easement area of 0.17 acres (7,427 square feet)

Temporary construction easement area of 0.17 acres (7,457 square feet).

TEMPORARY CONSTRUCTION EASEMENT

Being an additional twenty-five feet (25') wide strip of land to be used during the construction. The 25 foot wide strip of land will be parallel to and coincident with the above described 25 foot waterline and wastewater utility easement as shown on Exhibit "B".

This property description is accompanied by a separate plat of even date.

Bearing Basis: All bearings referenced herein are grid bearings and are based on Texas State Plane Coordinate System, Central Zone (4203), NAD83. All distances are represented in grid values, measured in U.S. survey feet, and are based on said horizontal datum.

THE STATE OF TEXAS §
 §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

That I, Jon V. Nolting, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

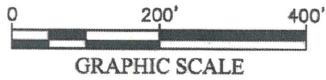
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Jon V. Nolting 2.17.22
Jon V. Nolting Date
Registered Professional Land Surveyor
No. 4523 – State of Texas

PLAT OF 25' WATER LINE AND
WASTEWATER
UTILITY EASEMENT
EXHIBIT "B"
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY
CALVIN BARKER SURVEY
NO. 38

25' WATERLINE AND WASTEWATER
UTILITY EASEMENT

EASEMENT CENTERLINE LENGTH

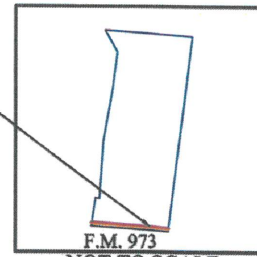
299.21'

WATERLINE AND WASTEWATER UTILITY EASEMENT AREA

0.17 ACRE (7,427 SQUARE FEET)

TEMPORARY CONSTRUCTION EASEMENT AREA

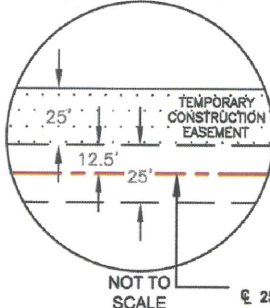
0.17 ACRE (7,457 SQUARE FEET)



NOT TO SCALE

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N09°27'16"E	12.55'
L2	S85°49'26"E	299.21'
L3	N06°57'50"E	740.70'

EASEMENT DETAIL



NOT TO SCALE

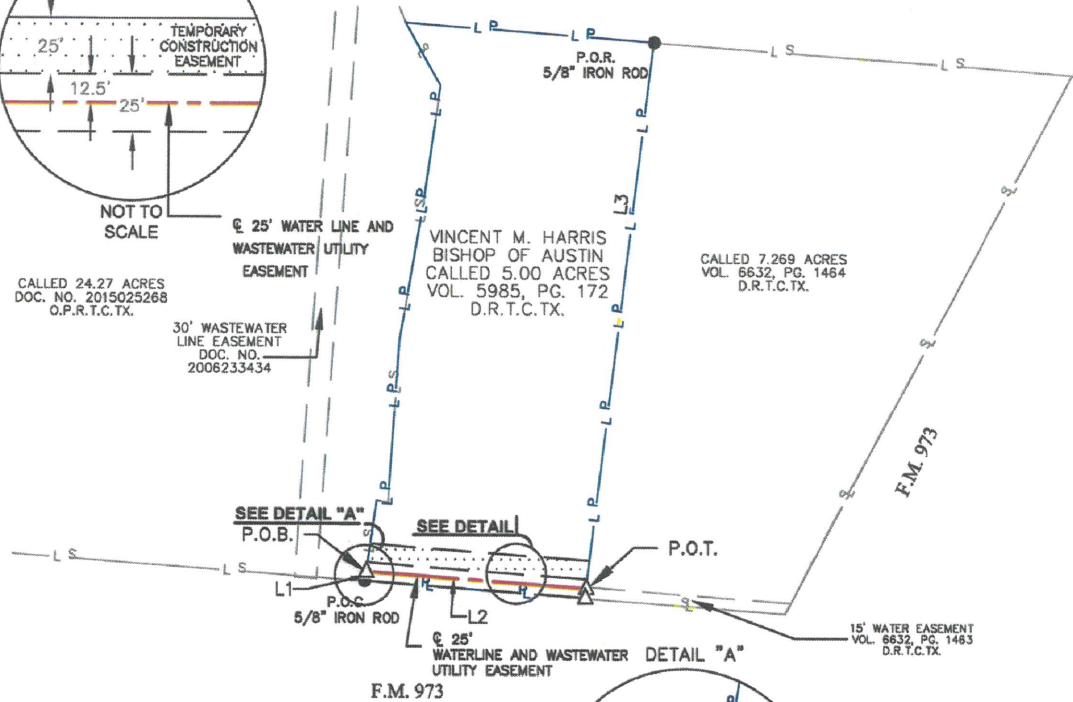
CALLED 24.27 ACRES
DOC. NO. 2015025268
O.P.R.T.C.TX.

30' WASTEWATER
LINE EASEMENT
DOC. NO.
2006233434

25' WATER LINE AND
WASTEWATER
UTILITY
EASEMENT

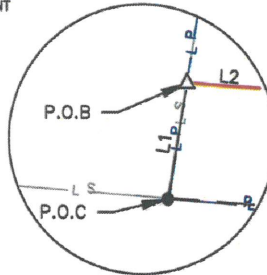
VINCENT M. HARRIS
BISHOP OF AUSTIN
CALLED 5.00 ACRES
VOL. 5985, PG. 172
D.R.T.C.TX.

CALLED 7.269 ACRES
VOL. 6632, PG. 1464
D.R.T.C.TX.



NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY SAM, LLC.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION (EXHIBIT "A") WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.



NOT TO SCALE

LEGEND

- R — PARCEL LIMITS
- S — APPROXIMATE SURVEY LINE
- — — ADJOINER PROPERTY
- — — CENTERLINE OF 20' WIDE UTILITY EASEMENT
- IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- [] 25' WIDE WATERLINE AND WASTEWATER UTILITY EASEMENT
- [] 25' WIDE TEMPORARY WORKSPACE

JON V. NOLTING

2-17-22

DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4523 - STATE OF TEXAS



REVIEWED BY:

JOB NUMBER: 1021060329
DATE: 07/23/2021
SCALE: 1"=200'
SURVEYOR: JON V. NOLTING
TECHNICIAN: CALVIN BARKER
DRAWING TRACT 4 FN 45817
TRACT 10:4
FIELD BOOKS:

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: MANOR F.M. 973 WATERLINE

SHEET 2
OF 2

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

WATER LINE AND WASTEWATER UTILITY EASEMENT

DATE: _____, 2022

GRANTOR: **Most Reverend Joe S. Vásquez, Bishop of the Catholic Diocese of Austin, and his successors in office, as successor to the Most Reverend Vincent M. Harris, Bishop of Austin, and for the benefit of St. Joseph Catholic Church – Manor, Texas**

GRANTOR'S MAILING ADDRESS (including County):

**Catholic Diocese of Austin, Texas
6225 East US 290 Hwy. , Austin, Travis County, Texas 78723-1025**

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):

105 E. Eggleston, Manor, Travis County, Texas 78653

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

That twenty-five foot (25') wide tract of land containing 0.17 acres, more or less, as described in that portion of Exhibit A labeled as "Description for a 25' Waterline Easement" and as depicted in Exhibit B; both Exhibit A and Exhibit B are attached hereto and made a part hereof for all purposes.

TEMPORARY CONSTRUCTION EASEMENT PROPERTY:

That twenty-five foot (25') wide tract of land containing 0.17 acres, more or less, described in that portion of Exhibit A labeled as "Temporary Construction Easement" and depicted in Exhibit B.

Subject to the Exceptions, Reservations, and Covenants described herein **GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns:

(1) an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed below-ground structures or improvements reasonably necessary and useful for water mains, pumps, lines, for sanitary sewer facilities and for the supplying of water utility services under and across the **EASEMENT PROPERTY** (the "**Facilities**"); and

(2) a temporary work and construction easement over and across the **TEMPORARY CONSTRUCTION EASEMENT PROPERTY** for use by Grantee, its contractors, subcontractors, agents, and engineers, during the design and construction of the **Facilities** for the limited time commencing on the Date of this Utility Easement, as defined above, and ending upon the completion and acceptance by **GRANTEE** of the **Facilities**, at which time this temporary work and construction easement shall terminate and expire for all purposes.

The easements granted herein are made subject to the following Exceptions, Reservations, and Covenants:

1. **GRANTOR** reserves the right to use the **EASEMENT PROPERTY** for all purposes that do not unreasonably interfere with or prevent **GRANTEE'S** use of the **EASEMENT PROPERTY** as provided herein. Specifically, and without limiting the generality of the forgoing, **GRANTOR** has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping, and signage on, in, under, over, and across the **EASEMENT PROPERTY**, and to dedicate and grant public or private easements for any purpose, so long as such use does not unreasonably interfere with or prevent **GRANTEE'S** use of the **EASEMENT PROPERTY** as provided herein. But **GRANTOR** may not construct any buildings or similar improvements on the **EASEMENT PROPERTY**.
2. **GRANTEE** may not use the **TEMPORARY CONSTRUCTION EASEMENT PROPERTY** or the **EASEMENT PROPERTY** in a way that interferes with the operations of **GRANTOR** of the 5.00 acre tract of land described in Volume 5885, Page 172, Deed Records of Travis County, Texas ("**GRANTOR'S ADJACENT PROPERTY**") and shall not impede vehicles or pedestrians from entering or exiting **GRANTOR'S ADJACENT PROPERTY**.
3. The easements granted herein are granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the **EASEMENT PROPERTY** or **TEMPORARY CONSTRUCTION EASEMENT PROPERTY** to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground. **GRANTOR** reserves all the oil, gas, groundwater, and other minerals in, on, and under the **EASEMENT PROPERTY** and the **TEMPORARY CONSTRUCTION EASEMENT PROPERTY**.
4. Upon completing construction of the **Facilities**, **GRANTEE** shall restore the ground surface area within the easements granted herein to substantially the same condition as the ground surface area existed on the date **GRANTEE** first begins to use the area(s) within the

respective easement area(s) granted herein. Should the construction, design, installation, modification, improvement, operation, or maintenance of the **Facilities** damage the **EASEMENT PROPERTY** of any adjacent property, including any improvements thereon, **GRANTEE** shall restore the surface of said property and any improvements thereon as nearly as possible to the condition in which said property was found immediately before such damage.

5. **GRANTEE** may not transport any chemicals, hazardous materials, or hydrocarbon materials in the **Facilities** at any time.
6. No above-ground appurtenances of any kind may be installed in the **EASEMENT PROPERTY**.
7. **GRANTOR** disclaims making any representation, warranty, or assurance with respect to the **EASEMENT PROPERTY** or **TEMPORARY CONSTRUCTION EASEMENT PROPERTY**, including but not limited to matters of physical condition or suitability for any type of use.
8. **GRANTEE** shall have the right to conduct studies necessary to the **Facilities** on the **EASEMENT PROPERTY**.

The easements granted herein, along with all terms herein and the Exceptions, Reservations, and Covenants are covenants running with the land, and inure to the benefit of, and are binding upon, **GRANTOR, GRANTEE**, and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

TO HAVE AND TO HOLD the perpetual easement to the **EASEMENT PROPERTY**, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

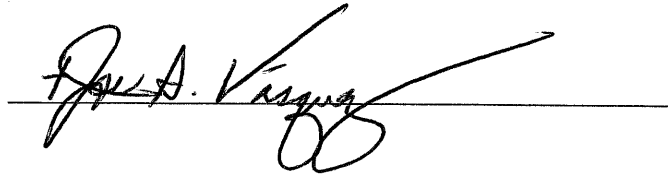
Grantor and Grantee acknowledge that, contemporaneously with the delivery of this easement, Grantee has delivered to Grantor a release of the Wastewater Utility Easement dated March 8, 2005 granted to Grantee in Instrument No. 2005066487 of the Official Public Records of Travis County, Texas. Grantor and Grantee acknowledge that this Waterline and Wastewater Utility Easement overlaps and replaces the Wastewater Utility Easement dated March 8, 2005.

When the context requires, singular nouns and pronouns include the plural.

[Signatures on following page]

GRANTOR:

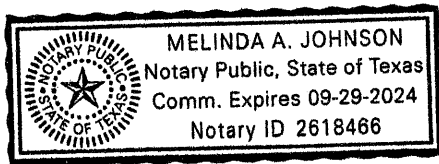
Most Reverend Joe S. Vásquez, Bishop of the Catholic Diocese of Austin, and his successors in office, as successor to the Most Reverend Vincent M. Harris, Bishop of Austin, and for the benefit of St. Joseph Catholic Church – Manor, Texas

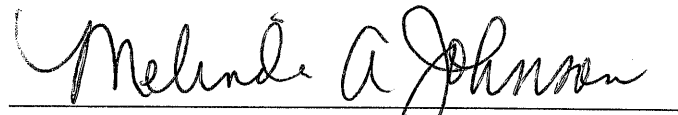


STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of February, 2022, by **Most Reverend Joe S. Vásquez, Bishop of the Catholic Diocese of Austin**, in his capacity as Bishop of the Catholic Diocese of Austin on behalf of said Catholic Dioceses for the benefit of St. Joseph Catholic Church – Manor, Texas, for the purposes and consideration recited herein.




 Notary Public, State of Texas
 My commission expires: 9-29-2024

ACCEPTED:

GRANTEE: City of Manor, Texas:

 By: Dr. Christopher Harvey, Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2022, by personally appeared Dr. Christopher Harvey., Mayor of City of Manor, Grantee herein, known to me the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

My commission expires: _____

Project Name: FM 973 Waterline - CIP 5-15

Parcel No. 3

TCAD No. 526038

AFTER RECORDING RETURN TO:

City of Manor

105 E. Eggleston

Manor, Texas 78653

EXHIBIT "A"

**DESCRIPTION FOR A 25' WATERLINE EASEMENT
VINCENT M. HARRIS, BISHOP OF AUSTIN, AND HIS SUCCESSORS IN OFFICE**

A CENTERLINE DESCRIPTION FOR A TWENTY FIVE FOOT (25') WIDE WATERLINE EASEMENT LOCATED IN THE CALVIN BAKER SURVEY NO. 38, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.00 ACRE TRACT OF LAND, DESCRIBED IN VOLUME 5985, PAGE 172, DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.TX.); SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found at the Southwest corner of said 5.00 acre parcel, also being the Southeast corner of a called 24.27 acre parcel described in Document No. 2015025268, in Official Public Records, Travis County, Texas, (O.P.R.T.C.TX); also being on the North Right-of-Way of F.M. 973;

THENCE North 09°27'16" East, along the West line of said 5.00 acre parcel, also being along the East line of said 24.27 acre parcel, a distance of 12.55 feet to a calculated point, for the **POINT OF BEGINNING** of the easement described herein;

THENCE South 85°49'26" East, along a line parallel to and 12.50 feet North of the South line of said 5.00 acre tract, also being along a line parallel to and 12.50 feet North of said North Right-of-Way, a distance of 299.21 feet to a calculated point on the east line of said 5.00 acre parcel for the **POINT OF TERMINATION** of the centerline described herein, from which a 5/8-inch iron rod found at the northeast corner of said 5.00 acre parcel, same being the northwest corner of a called 7.269 acre parcel, described in Volume 6632, page 1464, in D.R.T.C.TX, bears North 06°57'50" East, a distance of 740.70 feet.

Described centerline being a total distance of 299.21 feet.
Waterline easement area of 0.17 acres (7,427 square feet)
Temporary construction easement area of 0.17 acres (7,457 square feet).

TEMPORARY CONSTRUCTION EASEMENT

Being an additional twenty-five feet (25') wide strip of land to be used during the construction of the waterline. The 25 foot wide strip of land will be parallel to and coincident with the above described 25 foot waterline easement as shown on Exhibit "B".

This property description is accompanied by a separate plat of even date.

Bearing Basis: All bearings referenced herein are grid bearings and are based on Texas State Plane Coordinate System, Central Zone (4203), NAD83. All distances are represented in grid values, measured in U.S. survey feet, and are based on said horizontal datum.

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

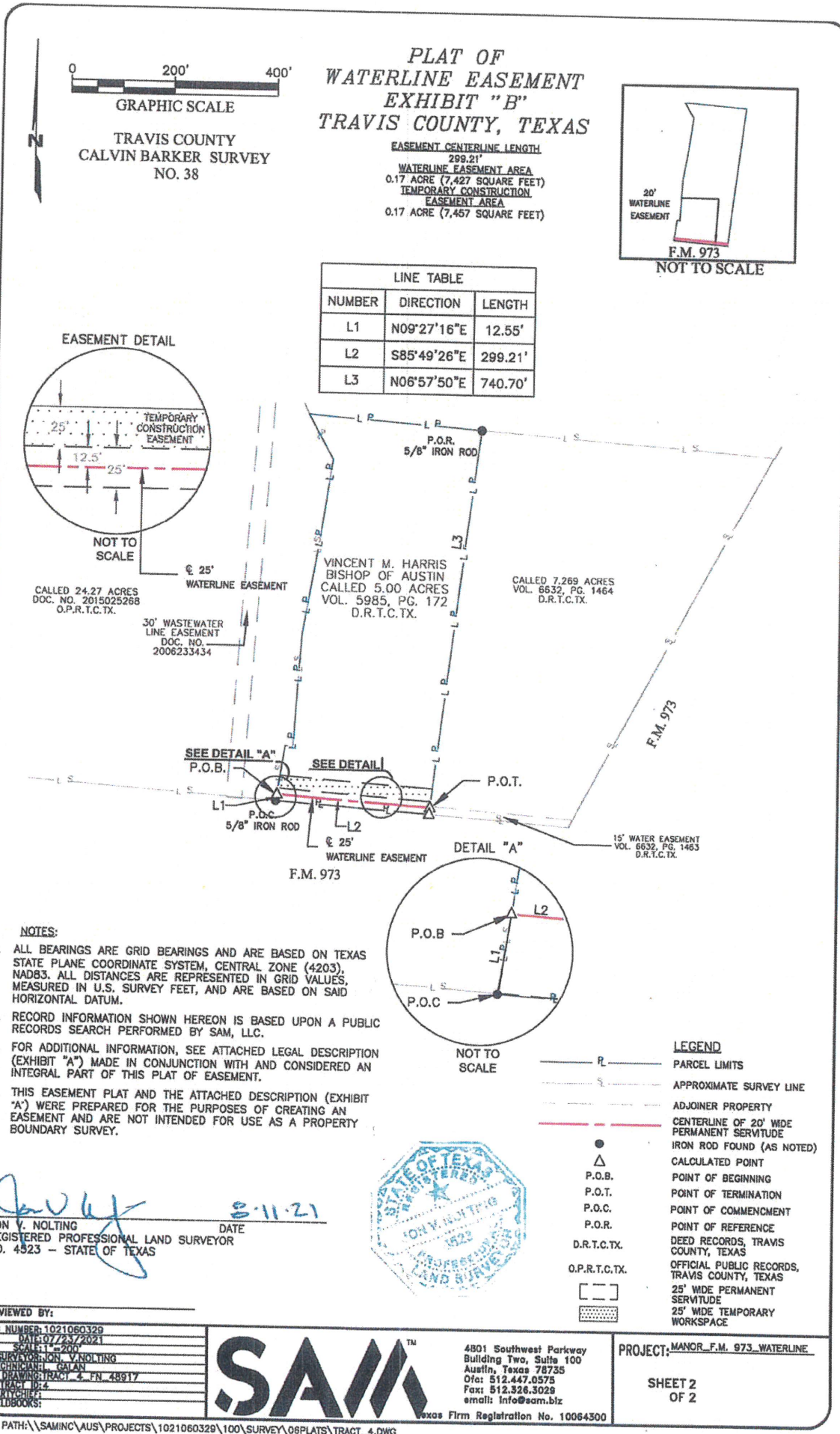
That I, Jon V. Nolting, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Jon V. Nolting 5-11-21
Jon V. Nolting Date
Registered Professional Land Surveyor
No. 4523 - State of Texas





RELEASE OF EASEMENT

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

STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW BY ALL MEN BY THESE PRESENTS:

WHEREAS, by that certain instrument dated March 8, 2005 recorded as Instrument No. 2005066487 of the Official Public Records of Travis County, Texas, the CITY OF MANOR, TEXAS acquired a Wastewater Utility Easement (the "Easement") in, upon, under, and across property from the Most Reverend Gregory M. Aymond, Bishop of the Diocese of Austin, and his successors in office, the named Grantor in said instrument;

WHEREAS, the CITY OF MANOR, TEXAS is the Holder of the Easement described above and has not conveyed or assigned its interest in the Easement;

WHEREAS, the Most Reverend Joe S. Vásquez, Bishop of the Catholic Diocese of Austin, and successor to the Most Reverend Gregory M. Aymond, has agreed to execute a new easement to the CITY OF MANOR, TEXAS that will overlap and replace the Easement described above for the purpose of increasing its width to a total of 25 feet and expanding its purpose to include wastewater and water supply utility services;

WHEREAS, the new easement to be granted by the Most Reverend Joe S. Vásquez is to be granted contemporaneously with the delivery of this Release of Easement;

WHEREAS, the CITY OF MANOR, TEXAS has satisfied all requirements under law to grant and execute this Release of Easement and to authorize the undersigned to execute this Release of Easement for and on behalf of the CITY OF MANOR;

NOW THEREFORE, the CITY OF MANOR, TEXAS for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, forever, remises, releases, and relinquishes all interest created and established in the Easement dated on March 8, 2005 described above.

[Signature on following page]

IN WITNESS WHEREOF, this Release of Easement is executed on the _____ day of _____, 2022.

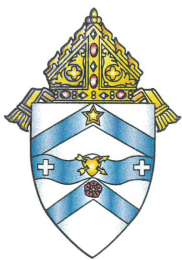
CITY OF MANOR, TEXAS

By:
Title:

State of Texas §
County of Travis §

This instrument was acknowledged before me on _____, 2022 by _____ of the City of Manor, Texas, a municipal corporation and Home-Rule City in the State of Texas, on behalf of said City of Manor, Texas.

Notary Public, State of Texas



Diocese of Austin

Pastoral Center
6225 East US 290 Highway SVRD EB
Austin, TX 78723
(512) 949-2400
www.austindiocese.org

Item 6.

AFFIDAVIT Of Successors of the Bishop of Austin and Authority of the Most Reverend Joe S. Vásquez

Before me, the undersigned authority, personally appeared DEACON RON WALKER, who by me being duly sworn, deposed as follows:

“I, Deacon Ron Walker, am over the age of 18 and of sound mind. I am the Chancellor of the Catholic Diocese of Austin and have personal knowledge of the statements in this affidavit.

“The Code of Canon Law (as revised in 1983) is the law that governs the acquisition, administration, and disposition of the temporal goods of the Roman Catholic Church.

“Under Canon Law, the chancellor of a diocese is appointed to take care that acts of the diocese are gathered, arranged, and safeguarded in the archive of the curia (Canon 482). The chancellor is the custodian of the records for the diocese.

“Under Canon Law, dioceses, including the Diocese of Austin, are juridic persons. The person responsible for the administration of the diocese, including all its goods, is the ordinary who is more commonly known as the diocesan bishop. (Canon 1276).

“I make this affidavit regarding real property described as A CALLED 5.00 ACRE TRACT OF LAND OUT OF THE CALVIN BARKER SURVEY NO. 38 IN TRAVIS COUNTY, TEXAS BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED OCTOBER 21, 1977 TO VINCENT M. HARRIS, BISHOP OF AUSTIN, AND HIS SUCCESSORS IN OFFICE, RECORDED IN VOLUME 5985, PAGE 172, DEED RECORDS OF TRAVIS COUNTY, TEXAS (the Property).

"The bishop of the Diocese of Austin is the Most Reverend Joe S. Vásquez, who was named by His Holiness, Pope Benedict XVI, and who took possession of the diocese on March 8, 2010. The Most Reverend Joe S. Vásquez is the Successor to the Most Reverend Gregory M. Aymond, who was the Successor to the Most Reverend John McCarthy, who was the Successor to the Most Reverend Vincent M. Harris, who was the Successor to the Most Reverend Louis J. Reicher, who was the first Bishop of the Diocese of Austin.

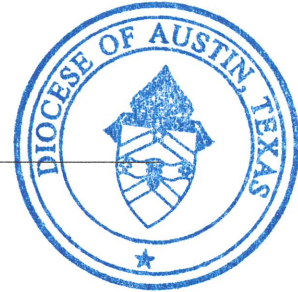
"When real property is conveyed to the bishop of a diocese, legal title to the property is taken in the name of the bishop *and his successors in office* for the benefit of the diocese, a parish or other juridic entity. A successor to that bishop later holds legal title for the same benefit.

“Based on the foregoing, the Most Reverend Joe S. Vasquez, as Bishop of the Catholic Diocese of Austin has the authority to execute any and all legal instruments regarding or related to all or parts of the Property for the benefit of St. Joseph Catholic Church – Manor, Texas.”

Given this 14th day of February 2022.

RWL

Deacon Ron Walker, Affiant
Chancellor, Diocese of Austin

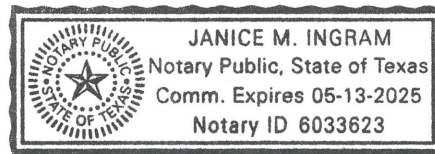


STATE of TEXAS
COUNTY of TRAVIS

SUBSCRIBED AND SWORN TO BEFORE ME this the 14th day of February,
2022.

Janice M. Ingram

Notary Public in and for the State of Texas





3 pgs

2022029814

Release of Lien

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

Basic Information

Date: 2-11-22

Holder of Note and Lien: CATHOLIC UNION OF TEXAS, THE K.J.T.

Holder's Mailing Address: P.O. Box 297
La Grange, Texas 78945

Note

Date: November 8, 1994
Original principal amount: Fifty Thousand and no/100 Dollars (\$50,000.00)
Borrower: Most Reverend Joen McCarthy, as successor in the Office
to the Most Reverend Vincent M. Harris, Bishop of Austin
Lender: Catholic Union of Texas, The K.J.T.
Maturity date: January 1, 2007

Note and Lien Are Described in the Following Documents ("Lien Documents"):

Deed of Trust dated November 8, 1994 recorded in Volume 12315, Volume 0785 (as Film Code No. 00005222177) of the Real Property Records of Travis County, Texas.

Property (including any improvements):

All of that certain tract or parcel of land out of the Calvin Barker Survey No. 38 in Travis County, Texas, being a portion of that certain 93.787 acre tract of land as conveyed to Ruben H. Johnson by deed recorded in Volume 4954, Page 900, of the Deed Records of Travis County, Texas, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found at the Southeast corner the said 93.787 acre Johnson Tract, being at the intersection of the West R.O.W. line of Loop 212 with the North R.O.W. line of the old Hwy. No. 20;

THENCE along the South Line of the said 93.787 acre Johnson Tract, being the North R.O.W. line of the old Hwy. No. 20, S 86° 24' W for a distance of 272.33 feet to an iron pin set for the Southeast corner and PLACE OF BEGINNING hereof;

THENCE continuing along the South line of the said 93.787 acre Johnson Tract, being the North R.O.W. line of the old Hwy. No. 20, S 86° 24' W for a distance of 299.61 feet to an iron pin set for the Southwest corner hereof;

THENCE along the West line of the herein described tract of land, as found fenced upon the ground, N 01° 20' E for a distance of 109.06 feet to an iron pin set; N 89° 17' E for a distance of 15.38 feet to an iron pin set; N 03° 46' W for a distance of 218.78 feet to an iron pin set; N 01° 59' E for a distance of 193.19 feet; N 00° 05' W for a distance of 152.48 feet to an iron pin set and N 37° 24' W for a distance of 98.09 feet to an iron pin set for the Northwest corner hereof;

THENCE along the North line of the herein described tract of land, N 86° 24' E for a distance of 338.74 feet to an iron pin set for the Northeast corner hereof;

THENCE along the East Line of the herein described tract of land, S 00° 48' E for a distance of 753.56 feet to the PLACE OF BEGINNING and containing 5.00 acres of land, more or less.

Release of Lien and Security Interests

Holder is the owner and holder of the Note and Lien.

Holder releases the Property from all liens and security interests held by Holder granted in the Lien Documents.

When the context requires, singular nouns and pronouns include the plural.

HOLDER
Catholic Union of Texas, The K.J.T.

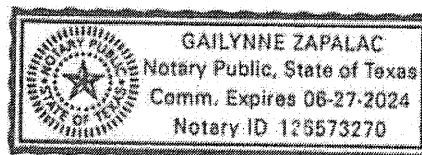
By: Kevin O. Kana
Title: Secretary/Treasurer

STATE OF TEXAS
COUNTY OF FAYETTE

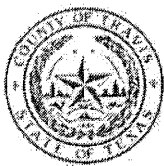
§
§
§

This instrument was acknowledged before me on 2-11, 2022 by KEVIN KANA, as the SECRETARY/TREASURER of Catholic Union of Texas, The K.J.T., a Texas FRATERNAL, on behalf of said Catholic Union of Texas, The K.J.T.

After Recording return to:
Chancellor, Catholic Diocese of Austin
6225 E US 290 HWY.
Austin, Texas 78723



INSTANT RETURN



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Rebecca Guerrero

Rebecca Guerrero, County Clerk
Travis County, Texas

2022029814

Feb 16, 2022 01:29 PM

Fee: \$34.00

MACEDOS



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a utility easement with temporary construction easement from Geraldine Timmermann.

BACKGROUND/SUMMARY:

The 20' utility easement and 30' temporary construction easement are required for the construction of the FM 973 12" Water Main (Capital Improvements Project W-15). The easement is being donated.

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

- Easement

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the easement with temporary construction easement from Geraldine Timmermann.

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

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

UTILITY EASEMENT

DATE: **February 14, 2022**

GRANTOR: **Geraldine Timmermann**

GRANTOR'S MAILING ADDRESS (including County):

P. O. Box 4784, Austin, Travis County, Texas 78765-4784

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):

105 E. Eggleston, Manor, Travis County, Texas 78653

LIENHOLDER: None

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A twenty foot (20') wide utility easement, containing 0.37 acres, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water mains, lines and pipes, and the supplying of water or other such utility services in, upon, under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached hereto (the "Utility Easement").

This Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.
2. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

In addition, **GRANTOR, FOR THE CONSIDERATION** paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a temporary work and construction easement ("Temporary Work Easement") for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of a water lines, piping, pumps, and other facilities necessary for the supplying of water or other utilities (the "Facilities") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

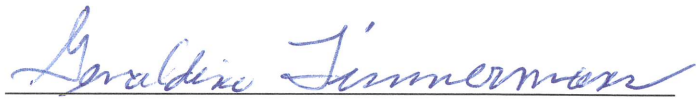
A thirty foot (30') wide temporary construction easement containing 0.54 acres as described in Exhibit "A" and as depicted in Exhibit "B" attached hereto and incorporated herein for all purposes.

(hereinafter the "PROPERTY"), together with the right and privilege at any and all times, while this temporary construction easement shall remain in effect, to enter the PROPERTY, or any part thereof, for the purpose of making soils tests, and designing and constructing the Facilities, and making connections therewith; and provided further that, upon the completion and acceptance by GRANTEE of the Facilities this Temporary Work Easement shall terminate and expire on the earlier of 1) six (6) months from the start of construction on Grantor's land or 2) December 31, 2022.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:



Geraldine Timmermann

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of February, 2022, by Geraldine Timmermann for the purpose and consideration recited herein.




Notary Public, State of Texas
My commission expires: 09-16-2025

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of February, 2022, by personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

My commission expires: _____

Project Name: FM 973 Waterline - CIP 5-15

Parcel No. 2

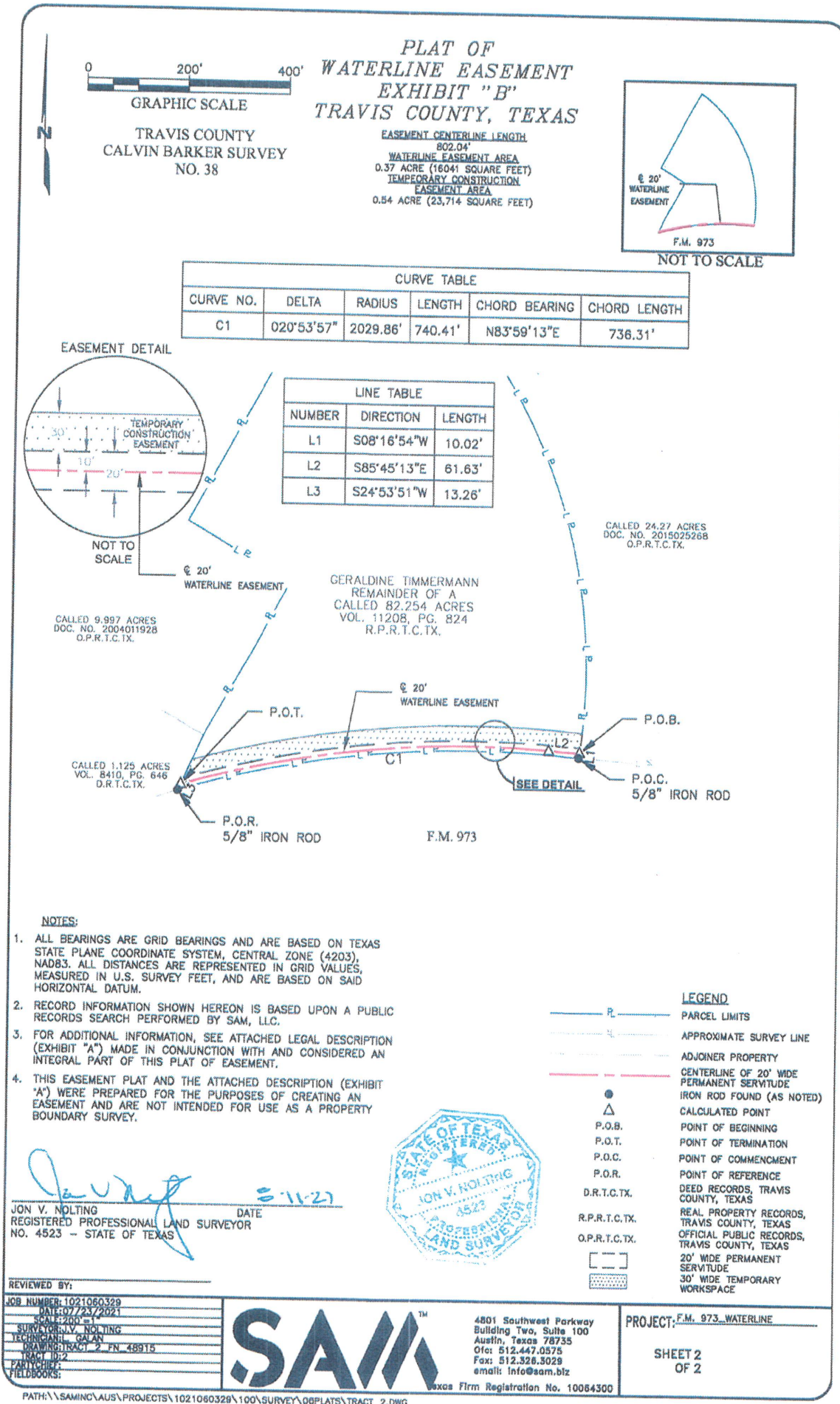
TCAD No. 824766

AFTER RECORDING RETURN TO:

City of Manor

105 E. Eggleston

Manor, Texas 78653





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Manor ISD K-8 Campus Project.

BACKGROUND/SUMMARY:

The Manor Independent School District is requesting water service from the City of Manor for their proposed K-8 campus and the attached deposit agreement is submitted to be entered into in order to begin work on the process of transferring water service from Manville Water Supply Corporation to the City of Manor.

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

- 2022-02-16_Manor K-8 Council Letter and Exhibit
- Deposit Agreement

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Manor ISD K-8 Campus Project and authorize the Interim City Manager to execute the agreement.

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE
PROPOSED WATER SERVICE TRANSFER FOR THE
MANOR ISD K-8 CAMPUS PROJECT**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into by and between the **CITY OF MANOR, TEXAS** (the “City”), a Texas home-rule municipality, and **MANOR INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas (the “Owner”).

WHEREAS, Manville Water Supply Corporation (“Manville”) is the holder of a water certificate of convenience and necessity (“CCN”) No. 11144 which includes Owner’s approximately 40 acre tract (“Property”) within its boundaries (described as 40 acres of land situated in the Greenbury Gates Survey No. 63, in Travis County, Texas, being a portion of a 116.45 acre tract conveyed to the Butler Family Partnership, Ltd., by Instrument of record in Volume 12271, Page 872 in the Deed Records of Travis County, Texas); and

WHEREAS, the City is the holder of a CCN No. 10947; and

WHEREAS, the Owner is developing its Property within the corporate limits of the City and desires to receive water service from the City for use at its K-8 Campus to be constructed on the Property; and

WHEREAS, Manville has informed Owner that Manville is not opposed to the City providing water service to Owner’s Property; and

WHEREAS, the Owner 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 Service Area Transfer Agreement with Manville (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer 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 Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEPOSITS. The Owner shall deposit with the City the amount of \$7,500.00 (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 Owner if the costs generally described in Section 2 exceed or are expected to exceed \$10,000.00. 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 Owner

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 Owner 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 Owner in the City Manager's office upon request by Owner. If the Owner 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 Owner 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, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

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 Dunlop, Interim City Manager

Date: _____

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

By: _____
Dr. André Spencer
Superintendent, Manor ISD

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Butler Family Partnership Project.

BACKGROUND/SUMMARY:

The property owner is requesting water service from the City of Manor and the attached deposit agreement is submitted to be entered into in order to begin work on the process of transferring water service from Manville Water Supply Corporation to the City of Manor.

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

- Deposit Agreement

STAFF RECOMMENDATION:

It is City staff' recommendation that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Butler Family Partnership Project and authorize the Interim City Manager to execute the agreement.

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE
PROPOSED WATER SERVICE TRANSFER FOR THE
BUTLER FAMILY PARTNERSHIP PROJECT**

THIS DEPOSIT AGREEMENT (this “Agreement”) is made and entered into as of February __, 2022 by and between the **CITY OF MANOR, TEXAS** (the “City”) and Butler Family Partnership, **Ltd.**, a Texas corporation (including its Designated Successors and Assigns, the “Owner”).

WHEREAS, Manville Water Supply Corporation (“Manville”) is the holder of a water certificate of convenience and necessity (“CCN”) No. 11144 which includes Owner’s approximately 88-acre tract (“Property”) within its boundaries; and

WHEREAS, the City is the holder of a CCN No. 10947; and

WHEREAS, the Owner is developing its Property within the corporate limits of the City and desires to receive water service from the City; and

WHEREAS, Manville has informed Owner that Manville is not opposed to the City providing water service to Owner’s Property; and

WHEREAS, the Owner 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 Service Area Transfer Agreement with Manville (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer 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 Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEPOSITS. The Owner shall deposit with the City the amount of \$5,000.00 (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 Owner if the costs generally described in Section 2 exceed or are expected to exceed \$5,000.00. 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 \$1,000.00, the Owner shall deposit an additional \$2,000.00 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 Owner 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, such as review by the City Attorney and City Engineer. 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 Owner in the City Manager's office upon request by Owner. If the Owner 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 Owner 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, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

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 Dunlop, Interim City Manager

Butler Family Partnership,
a Texas corporation

By: _____

Name: Matt Harriss

Title: Chief Financial Officer



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the request by developer to move forward with levying assessments while the bond closing is delayed for the Lagos Public Improvement District.

BACKGROUND/SUMMARY:

The developer is requesting that the City move forward with levying assessments while the bond closing is delayed due to construction of homes already underway within the PID.

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

STAFF RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution authorizing and directing the acquisition of land required for a permanent and temporary construction easement for the City's water system known as FM973 Waterline CIP 5-15; ratification of prior offers and actions to obtain such land; and stating intent to exercise the power of eminent domain if necessary to acquire the land.

BACKGROUND/SUMMARY:

The City needs to acquire an easement for the construction of a water line for the City's water system known as the FM 973 Waterline CIP 5-15. The attached resolution would provide the authorization to acquire the land required.

LEGAL REVIEW: Yes
FISCAL IMPACT:
PRESENTATION:
ATTACHMENTS: Yes

- Resolution No. 2022-04

STAFF RECOMMENDATION:

It is City staff' recommendation that the City Council approve Resolution No. 2022-04 authorizing and directing the acquisition of land required for a permanent and temporary construction easement for the City's water system known as FM973 Waterline CIP 5-15; ratification of prior offers and actions to obtain such land; and stating intent to exercise the power of eminent domain if necessary to acquire the land.

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

RESOLUTION NO. 2022-04

A RESOLUTION AUTHORIZING AND DIRECTING THE ACQUISITION OF LAND REQUIRED FOR A PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CITY'S WATER SYSTEM KNOWN AS FM 973 WATERLINE CIP-5-15; RATIFICATION OF PRIOR OFFERS AND ACTIONS TO OBTAIN SUCH LAND; AND STATING INTENT TO EXERCISE THE POWER OF EMINENT DOMAIN IF NECESSARY TO ACQUIRE THE LAND.

Whereas, the City of Manor, Texas, a home-rule municipal corporation (the "City"), has experienced growth and it is imperative for the public safety and welfare to connect the City's FM 973 Waterline CIP 5-15 project to improve system reliability and safety (the "Public Purpose");

Whereas, it is necessary to acquire a permanent easement and a temporary construction easement on, over, under and across certain real property located at Old Highway 20 aka FM 973 near Llano Street, Manor, Texas for the above-referenced CIP project (the "Property") for the construction, operation, replacement, and repair of a water line to accomplish the Public Purpose;

Whereas, the Property owners have been communicated with in writing and have been provided with information explaining their general rights regarding the land acquisition, as required be applicable State law and the City Charter;

Whereas, the City has obtained an independent appraisal of the Property from a qualified independent appraiser;

Whereas, the City has made good faith offers in amounts reflecting the independently established appraised value of the Property as well as the value of reaching an agreement and avoiding the costs and delays of the condemnation process;

Whereas, the Property owners have rejected the City's offers for the Property; and

Whereas, it is essential to the public health and safety that the City immediately acquire the required easements over the Property;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the immediate acquisition, and condemnation if required, of easements on, over, under, and across the Property referenced in the following Section 2 is essential to the public health and safety of the citizens of the City; and that all actions required and necessary to acquire such easement interests and to accomplish the Public Purpose should be pursued, accomplished and completed immediately.

RESOLUTION NO. 2022-04**Page 2**

Section 2. Property Over Which Easements To Be Acquired. The Property required for a permanent easement and a temporary construction easement to accomplish the Public Purpose is located at Old Highway 20 aka FM 973 near Llano Street, Manor, Texas, may affect an approximately 0.14 acres tract of land for the twenty (20) foot wide utility easement and 0.21 acres of land for the thirty (30) foot wide temporary construction easement located at the northwest corner of that intersection, and is further described and depicted on Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 3. Ratification of Actions. All actions and negotiations heretofore taken and entered into by the City Council, the City Manager, the City Attorney, Dianna Tinkler (as the City's broker for the project encompassing the Public Purpose activity) and/or George Butler Associates, Inc. ("GBA") (as the City's consultant engineer for the project encompassing the Public Purpose activity) with respect to the acquisition of the easements across the Property, and the authorizations and directions given to purchase and acquire such, are hereby reauthorized, confirmed, ratified, approved and adopted by the Council.

Section 4. Eminent Domain and Procedure. As a result of the City's inability to purchase the easement interests on the Property on reasonable terms, the City intends to acquire the easements by exercising the power of eminent domain given to the City by its City Charter and by the statutes of the State of Texas. The City has followed and is following the procedures required by Chapter 21, Texas Property Code; has caused a good and sufficient appraisal to be made of the present market value of the easements on the Property; has provided a copy of the appraisal to the owner of the Property; has made and is making a good faith offer to purchase the easements for the appraised value plus the value of avoiding the delay and expense of condemnation; and has negotiated and is negotiating in good faith with the owner of the Property. The City Manager and the City Attorney are hereby expressly authorized, empowered and directed to file a condemnation suit in the appropriate court, and to take all other actions necessary or required to pursue such suit to its conclusion, including in order to obtain a right of entry, in order to obtain the necessary easements on, over, across, and under the Property.

Section 5. Further Procedures. The City Manager and the City Attorney are hereby further expressly authorized, empowered and directed, from time to time, to do and perform all such other acts and things as may be reasonable, necessary and desirable in order to acquire the described easements on the Property on terms and conditions that are in the best interest of the public, and that provide the owners of the Property lawful and reasonable compensation.

RESOLUTION NO. 2022-04

Page 3

PASSED AND ADOPTED this 23rd day of February 2022.

CITY OF MANOR, TEXAS:

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

EXHIBIT "A"**DESCRIPTION FOR A 20' UTILITY EASEMENT
CONNIE E. MCVADE**

A CENTERLINE DESCRIPTION FOR A TWENTY FOOT (20') WIDE UTILITY EASEMENT LOCATED IN THE CALVIN BAKER SURVEY NO. 38, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.125 ACRE TRACT OF LAND, DESCRIBED IN VOLUME 8410, PAGE 646, DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.TX.), SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod at the Southeast corner of said 1.125 acre tract, also being the Southwest corner of that certain 82.254 acre remainder described in Volume 11208, Page 824, Real Property Records of Travis County, Texas, also being on the North Right-of-Way of F.M. 973;

THENCE North 24°53'51" East, along a portion of the East boundary of said 1.125 acre tract, also being along a portion of the West boundary of said 82.254 acre remainder, a distance of 13.35 feet to the **POINT OF BEGINNING**, said point being on the arc of a curve to the left from which the radius point bears South 16°27'45" East;

THENCE Southwesterly along the arc of said curve, having a radius of 2,029.86 feet, a central angle of 8°50'35" and an arc distance of 313.29 feet to the **POINT OF TERMINATION**, said point being on the West boundary of said 1.125 acre tract, said point also being on the East Right-of-Way of Llano Street, from which a 5/8-inch iron rod bears South 27°29'13" West, a distance of 16.61 feet.

Described centerline being a total distance of 313.29 feet.

Utility easement area of 0.14 acres (6,266 square feet)

Temporary construction easement area of 0.21 acres (9,194 square feet).

TEMPORARY CONSTRUCTION EASEMENT

Being an additional thirty feet (30') wide strip of land to be used during the construction of the waterline. The 30 foot wide strip of land will be parallel to and coincident with the above described 20 foot utility easement as shown on Exhibit "B".

This property description is accompanied by a separate plat of even date.

Bearing Basis: All bearings referenced herein are grid bearings and are based on Texas State Plane Coordinate System, Central Zone (4203), NAD83. All distances are represented in grid values, measured in U.S. survey feet, and are based on said horizontal datum.

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

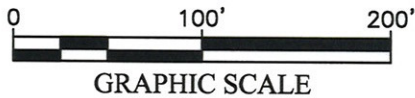
That I, Jon V. Nolting, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.



SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

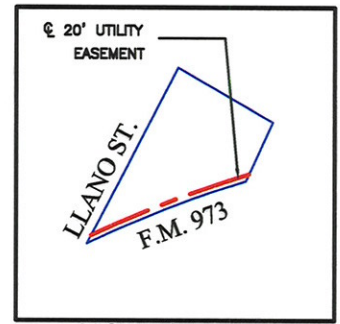
Jon V. Nolting 5 JAN 22
Jon V. Nolting Date
Registered Professional Land Surveyor
No. 4523 – State of Texas



TRAVIS COUNTY
CALVIN BARKER SURVEY
NO. 38

PLAT OF UTILITY EASEMENT EXHIBIT "B" TRAVIS COUNTY, TEXAS

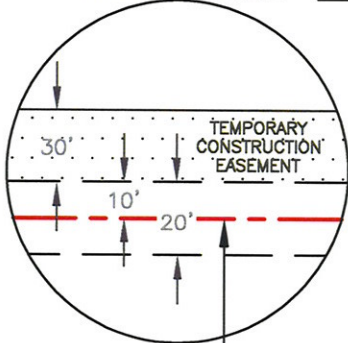
EASEMENT CENTERLINE LENGTH
313.29'
UTILITY EASEMENT AREA
0.14 ACRE (6,266 SQUARE FEET)
TEMPORARY CONSTRUCTION
EASEMENT AREA
0.21 ACRE (9,194 SQUARE FEET)



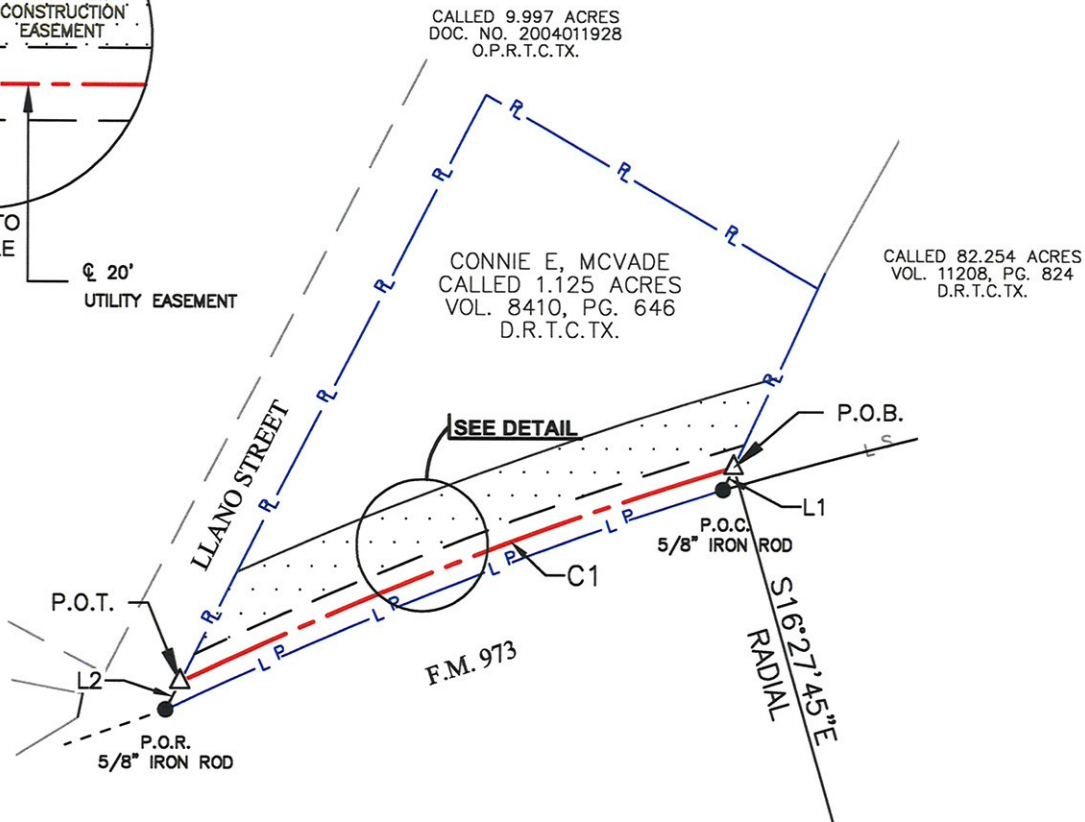
NOT TO SCALE

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	08°50'35"	2029.86'	313.29'	N69°06'57"E	312.98'

EASEMENT DETAIL



20'
UTILITY EASEMENT



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N24°53'51"E	13.35'
L2	S27°29'13"W	16.61'

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY CONTRACT LAND STAFF. OWNER NAME SHOWN AS PROVIDED. RECORD VOLUME AND PAGE NOTED PER VESTING DOCUMENT PROVIDED.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- THIS EASEMENT PLAT AND THE ATTACHED DESCRIPTION (EXHIBIT "A") WERE PREPARED FOR THE PURPOSES OF CREATING AN EASEMENT AND ARE NOT INTENDED FOR USE AS A PROPERTY BOUNDARY SURVEY.

JON V. NOLTING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4523 - STATE OF TEXAS

DATE

5/24/22



LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	ADJOINER PROPERTY
	CENTERLINE OF 20' WIDE UTILITY EASEMENT
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE
D.R.T.C.TX.	DEED RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.TX.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
	20' WIDE UTILITY EASEMENT
	30' WIDE TEMPORARY WORKSPACE

REVIEWED BY:

JOB NUMBER: 1021060329
DATE: 7/23/2021
SCALE: 1"=200'
SURVEYOR: JON V. NOLTING
TECHNICIAN: L. GALAN
DRAWING: TRACT 1, FN 48914
TRACT ID: 1
PARTY CHIEF:
FIELD BOOKS:

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: MANOR_F.M. 973_WATERLINE

SHEET 2
OF 2



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 23, 2022
PREPARED BY: Scott Dunlop, Interim City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a tree mitigation fee-in-lieu for Manor Independent School District for 957 caliper inches and located at the proposed K-8 Campus near N. FM 973 and Shadowglen Trace, Manor, TX.

BACKGROUND/SUMMARY:

Institutional Large zones require 20% of the site for landscaping. Of that 20% area, we calculate 1 trees per 600 square feet. For the MISD K-8 Campus on 40 acres that would be 580 trees. The minimum caliper for Type A and B (shade trees) is 3". The minimum for Type C (ornamental trees) is 2". A maximum of 50% of the trees on the property can be Type C. They are providing 165 Type A or B trees (495 caliper inches) and 96 Type C trees (192 caliper inches). They have a deficit of 391 trees and if taken at 3 caliper inches that is 957 caliper inches to mitigated with a fee in lieu. In past requests the City Council has assessed \$75 per caliper inch which would be \$71,775 in this case. These fees are paid into a dedicated tree fund the city uses for trees on city properties.

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

- Letter of Intent
- Landscaping Plan

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve on a tree mitigation fee-in-lieu for Manor Independent School District for 957 caliper inches and located at the proposed K-8 Campus near N. FM 973 and Shadowglen Trace, Manor, TX.

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



February 16, 2022

City of Manor City Hall
105 Eggleston Street
Manor, Texas 78653

RE: Manor K-8 Campus | Manor ISD

Dear Mr. Dunlop,

Coleman & Associates, on behalf of Manor Independent School District, would like to request from the City of Manor the opportunity to provide a fee in lieu in accordance with Manor Code of Ordinance Sections 15.03.008(2)(C) and 15.03.036(e)(2), in order to meet the deficit of the Landscaping Requirements (Sec. 15.03.004) required for our site.

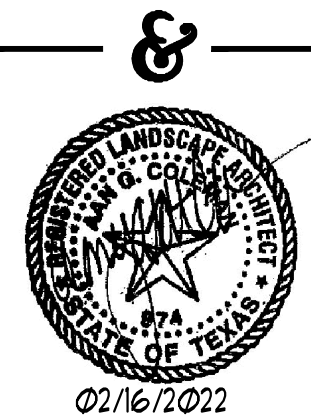
The current Landscaping Requirements state that our site is required to have 1 Tree per every 600 SF. of landscaped area and 4 shrubs per every 600 SF of landscaped area. We are currently meeting our shrub requirement, however we have a deficit of 319, 3" caliper trees that cannot be accommodated.

In addition to the requirements outlined in Sec. 15.03.004, there are additional requirements that are applicable to our site, all of which we are meeting. Below is a list of those sections. In addition I have provided a plan which outlines all landscape requirements and how we are meeting them on site. (See attached document).

- Sec. 15.03.006 Preferred Planting List and Specifications
- Sec. 15.03.007 Placement of Landscaping

We appreciate your consideration, and are available at any time for questions or concerns.

Marissa McKinney
Managing Principal
Coleman & Associates
P 512.476.2090
marissa@colemanandassoc.com

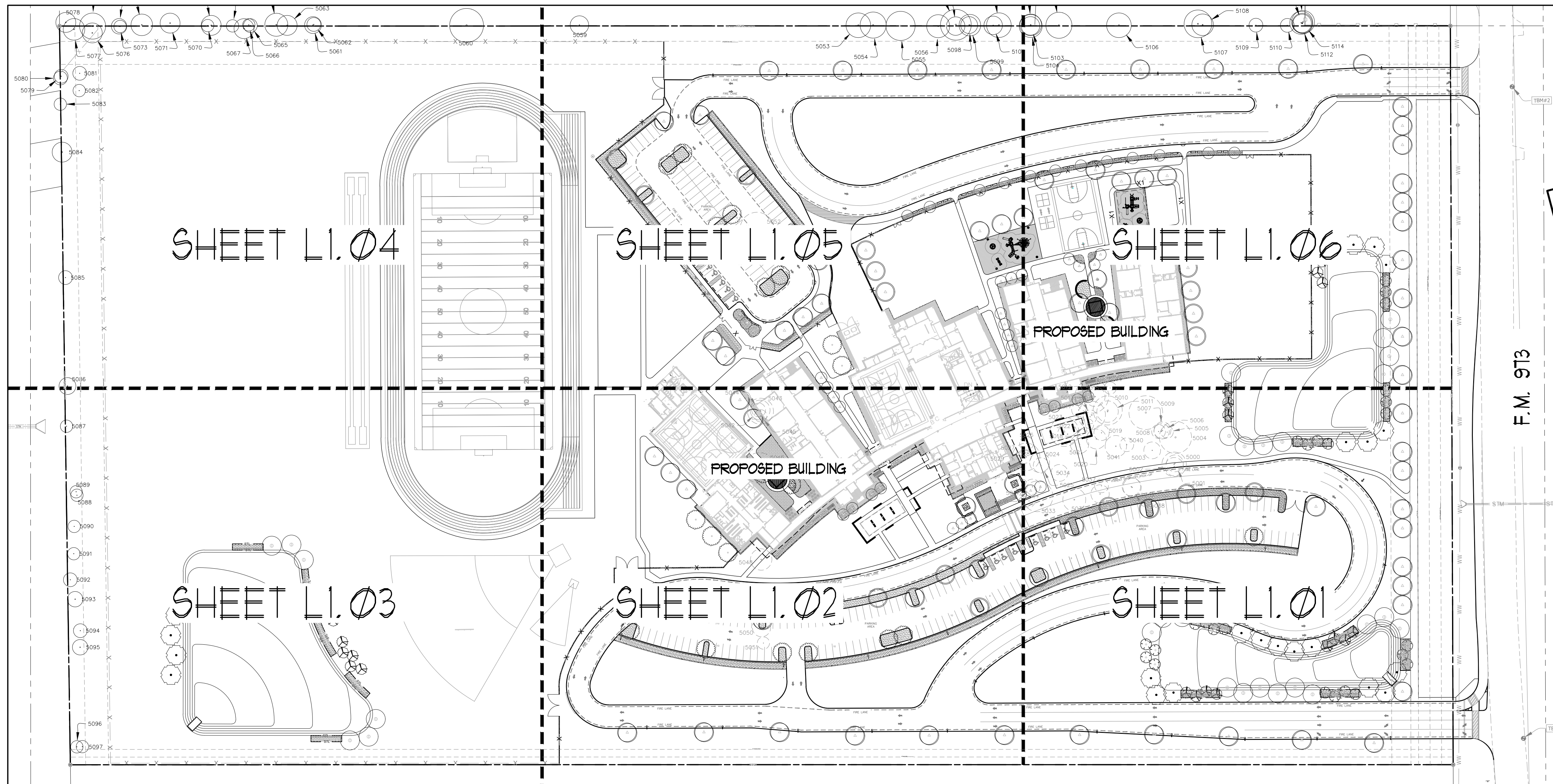


OVERALL LANDSCAPE PLAN + CALCS
CITY PERMIT

MANOR K-12 CAMPUS
MANOR ISD
MANOR, TEXAS 78653

GEN. CONSTRUCTION NOTES

- CONTRACTOR SHALL BE FAMILIAR WITH ALL EXISTING SITE CONDITIONS INCLUDING UNDERGROUND UTILITIES, PIPES, AND STRUCTURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR BODILY INJURY AND/OR ANY COST INCURRED DUE TO DAMAGE OF OWNER'S PROPERTY OR SAID UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES PRIOR TO ANY EXCAVATION TO ENSURE UTILITIES ARE NOT DISTURBED.
- EXTREME CARE SHALL BE EXERCISED IN EXCAVATION AND WORKING NEAR EXISTING UTILITIES. REFER TO CIVIL DRAWING FOR GENERAL REFERENCE.
- ANY CONFLICTING INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR IT SHALL BE ASSUMED THAT THE CONTRACTOR CAN IMPLEMENT THE PLANS AS DRAWN AND SPECIFIED.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DRAWINGS INCLUDED IN THE SET. EACH CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH OTHER TRADES WORKING ON THE SITE.
- CONTRACTOR SHALL VERIFY INFORMATION TO INCLUDE PROPERTY LINES, PROPERTY MONUMENTS, EASEMENTS, BUILDINGS, ROADWAY CURB AND GUTTER AND OTHER INFORMATION AFFECTING THE SCOPE OF WORK ON THESE DRAWINGS.
- BASE INFORMATION FOR LOCATIONS OF PROPERTY LINES, EASEMENTS, BUILDINGS, ROADS AND PARKING LOTS HAVE BEEN IMPORTED FROM LAND SURVEY, CIVIL AND ARCHITECTURAL DRAWINGS. REFER TO THESE DRAWINGS FOR SUPPLEMENTAL INFORMATION.
- EXISTING CONDITIONS ARE SHOWN SHADED BACK TO ALLOW PROPOSED CONSTRUCTION / IMPROVEMENTS TO STAND OUT.



LANDSCAPE REQUIREMENTS:

LANDSCAPE AREA:

MIN. 20% GROSS SITE AREA MUST BE LANDSCAPE AREA

REQUIRED: 1,742,566 S.F. X 20% = 348,513 S.F.

PROVIDED: 1,053,324 S.F.

MIN. 1 TREES & 4 SHRUBS PER 600 SF OF REQUIRED LA AREA

REQUIRED: 500 TREES @ 3" CALIPER & 2,323 SHRUBS

PROVIDED: 165 TREES @ 3" CALIPER & 96 TREES @ 2" CALIPER
3,251 SHRUBS
1,024,854 SF OF SOD AND SEEDED TURF AREAS

SCREENING:

REQUIRED PLANTING FOR OFF-STREET PARKING

EVERGREEN VEGETATIVE SCREEN OF 30" IN HEIGHT AND MINIMUM PLANT SPACING OF 48" O.C. SHRUBS MAY BE USED IN COMBINATION WITH LANDSCAPE TREES.
*SEE PLAN FOR SCREENING AT FRONT OF PARKING LOT.

REQUIRED PLANTING FOR STORM WATER DETENTION POND 1

TYPE A/ B TREE EVERY 30 LF = 10 TREES
TYPE C TREE EVERY 30 LF = 10 TREES
1 SHRUB EVERY 4 LF = 14 SHRUBS

POND 2

TYPE A/ B TREE EVERY 30 LF = 16 TREES
TYPE C TREE EVERY 30 LF = 16 TREES
1 SHRUB EVERY 4 LF = 122 SHRUBS

POND 3

TYPE A/ B TREE EVERY 30 LF = 23 TREES
TYPE C TREE EVERY 30 LF = 23 TREES
1 SHRUB EVERY 4 LF = 198 SHRUBS

*SEE PLAN FOR SCREENING AT PONDS

PLACEMENT OF LANDSCAPE:

STREETSCAPE YARD LANDSCAPING

ONE MEDIUM OR LARGE TREE (TYPE A/B) PLANTED EVERY 40 LF OF STREET FRONTAGE.

REQUIRED: 964 LF STREET FRONTAGE/ 40' = 24 TREES
PROVIDED: 24 TREES
21 TYPE A TREES
3 TYPE B TREES

BUILDING FOUNDATION LANDSCAPING

50% OF THE LENGTH OF BUILDINGS PRIMARY FACE MUST BE VEGETATED IN A 5' DEPTH PLANTER

FACADE LENGTH - 941 LF
PLANTING REQUIRED ALONG FACADE - 471 LF

MITIGATION:

TREE CLASSIFICATION

CLASS 1 - MITIGATION N/A
UNPROTECTED TREES DBH LESS THAN 8"

CLASS 2 - 1:1 MITIGATION RATIO
PROTECTED TREES DBH 8"-11.99"

CLASS 3 - 2:1 MITIGATION RATIO
PROTECTED TREES DBH 12"-24.99"

CLASS 4 - 2.5:1 MITIGATION RATIO
PROTECTED TREES DBH 25" OR GREATER
(NOT HERITAGE)

CLASS 5 - 3:1 MITIGATION RATIO
HERITAGE TREE - PROTECTED DBH 25" OR GREATER

TOTAL INCHES SURVEYED = 1408.00"
CLASS 1 TREES REMOVED 00.00"
CLASS 2 TREES REMOVED 229.00"
CLASS 3 TREES REMOVED 38.00"
CLASS 4 TREES REMOVED 00.00"
CLASS 5 TREES REMOVED 00.00"

TOTAL AMOUNT REQUIRED FOR MITIGATION 305.00"

INCHES TO BE PAID IN FEE-IN-LIEU

DEFICIT = 319 TREES
319 TREES X 3" CALIPER
957" X 1 TBD PER CALIPER INCH =

918.00"

1 TBD

TREES REMOVED:

SPECIES	CALIPER
5000 HACKBERRY	16
5001 HACKBERRY	11
5002 HACKBERRY	12
5003 HACKBERRY	11
5004 HACKBERRY	21
5005 HACKBERRY	8
5024 HACKBERRY	13
5025 HACKBERRY	10
5026 HACKBERRY	9
5027 BOIS D'ARC	18
5028 HACKBERRY	9
5029 HACKBERRY	10
5030 HACKBERRY	10
5031 HACKBERRY	8
5032 HACKBERRY	8
5033 BOIS D'ARC	20
5034 HACKBERRY	11
5035 HACKBERRY	15
5036 HACKBERRY	12
5037 HACKBERRY	9
5038 HACKBERRY	12
5039 HACKBERRY	12
5040 HACKBERRY	9
5041 MESQUITE	14
5042 MESQUITE	13
5043 MESQUITE	17
5044 HACKBERRY	9
5045 HACKBERRY	8
5046 HACKBERRY	20
5047 HACKBERRY	13
5048 HACKBERRY	14
5049 HACKBERRY	11
5050 HACKBERRY	12
5051 CEDAR	8
5052 HACKBERRY	22
5053 HACKBERRY	16
5054 HACKBERRY	17
5055 HACKBERRY	19

TREE #	SPECIES	CALIPER
5056 HACKBERRY	15	
5057 HACKBERRY	12	
5058 HACKBERRY	20	
5059 HACKBERRY	12	
5060 HACKBERRY	22	
5061 HACKBERRY	11	
5062 HACKBERRY	9	
5063 BOIS D'ARC	13	
5064 HACKBERRY	15	
5065 HACKBERRY	9	
5066 HACKBERRY	8	
5067 BOIS D'ARC	13	
5068 HACKBERRY	8	
5069 HACKBERRY	13	
5070 HACKBERRY	8	
5071 HACKBERRY	13	
5072 HACKBERRY	14	
5073 CEDAR ELM	8	
5074 CEDAR ELM	10	
5075 HACKBERRY	17	
5076 HACKBERRY	13	
5077 HACKBERRY	14	
5078 HACKBERRY	13	
5079 HACKBERRY	9	
5080 CEDAR ELM	9	
5081 HACKBERRY	9	
5082 CEDAR ELM	8	
5083 CEDAR ELM	8	
5084 CEDAR ELM	13	
5085 CEDAR ELM	9	
5086 HACKBERRY	11	
5087 HACKBERRY	8	
5088 BOIS D'ARC	8	
5089 BOIS D'ARC	8	
5090 CEDAR ELM	8	
5091 BOIS D'ARC	8	
5092 CEDAR ELM	9	
5093 BOIS D'ARC	10	

TREE #	SPECIES	CALIPER
5094 BOIS D'ARC	9	
5095 BOIS D'ARC	10	
5096 BOIS D'ARC	8	
5097 BOIS D'ARC	8	
5098 HACKBERRY	11	
5099 HACKBERRY	14	
5100 HACKBERRY	12	
5101 HACKBERRY	16	
5102 HACKBERRY	14	
5103 HACKBERRY	12	
5104 HACKBERRY	15	
5105 HACKBERRY	17	
5106 HACKBERRY	16	
5107 HACKBERRY	18	
5108 HACKBERRY	14	
5109 HACKBERRY	9	
5110 HACKBERRY	9	
5111 HACKBERRY	15	
5112 HACKBERRY	15	
5113 HACKBERRY	12	
5114 HACKBERRY	13	

NORTH SCALE 1" = 80'



REVISION HISTORY

REV.	DESC.	DATE

SCALE: AS SHOWN

DRAWN BY: OPP

CHECKED BY: MAM

APP. BY: MAM

PROJECT NO. 460-21-02

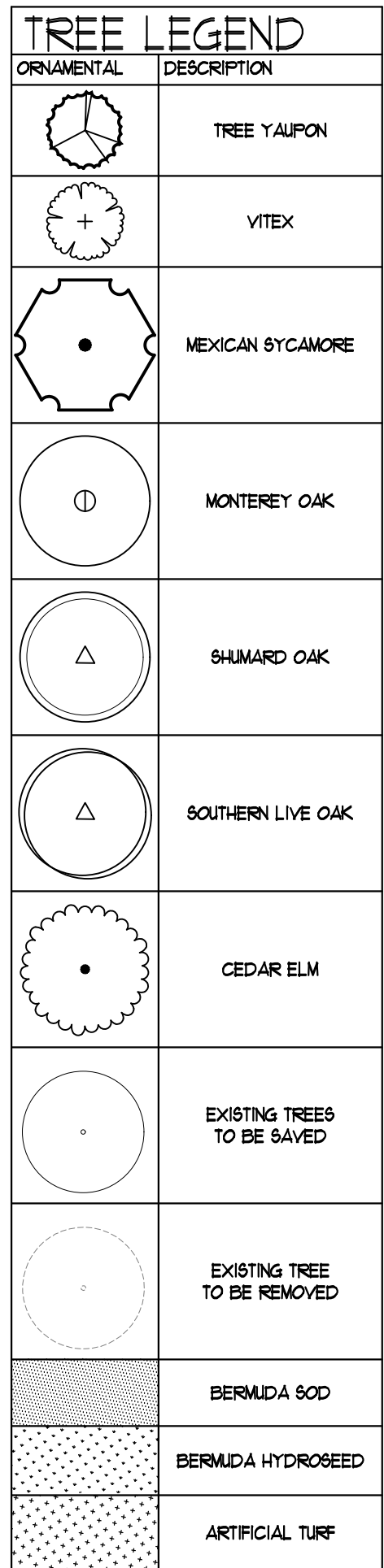
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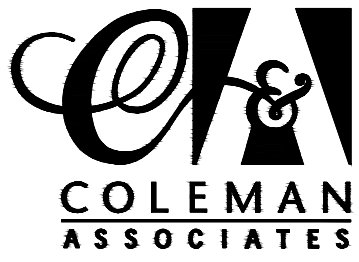
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OF

1. THE DEVELOPER AND SUBSEQUENT OWNERS OF THE LANDSCAPED PROPERTY, OR THE MANAGER OR AGENT OF THE OWNER, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AREAS. SAID AREAS SHALL BE MAINTAINED SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTED AREAS SHALL BE PROVIDED WITH A READILY AVAILABLE WATER SUPPLY AND WATERED AS NECESSARY TO ENSURE CONTINUOUS HEALTHY GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS SUED TO MEET THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS.
2. ALL WEEDS WITHIN THE PROJECT AREA ARE TO BE REMOVED AND TAKEN OFF SITE BY THE CONTRACTOR. ROOT SYSTEMS SHOULD BE ERADICATED.
3. FINISH GRADES OF PLANT BED AREAS (TOP OF MULCH), SOD (TOP OF SOD), HYDROMULCH (TOP OF TOPSOIL), SHALL BE FLUSH WITH ADJACENT PAVING. TRENCING AND SITE WORK PERFORMED WITHIN THE PROMINENT ROOT ZONES OF EXISTING TREES SHALL BE DONE BY HAND OR AIR SPADE UNLESS OTHERWISE SPECIFIED BY THE LANDSCAPE ARCHITECT. NO ROOTS OVER 1" DIA. SHALL BE CUT.
5. VERIFY PLANT COUNTS AND SQUARE FOOTAGES. QUANTITIES ARE PROVIDED AS OWNER INFORMATION ONLY. IF QUANTITIES ON PLANT LIST DIFFER FROM GRAPHIC INDICATIONS, THEN GRAPHICS SHALL PREVAIL.
6. LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS PRIOR TO DIGGING OR SHIPPING OF PLANT MATERIALS.
7. PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
8. PLANTS. PLANT NAMES USED ON THE PLANS COMPLY WITH STANDARD HORTICULTURAL NOMENCLATURE, AND NAMES GENERALLY ACCEPTED IN THE NURSERY TRADE. THE LANDSCAPE ARCHITECT, OR OWNERS REPRESENTATIVE SHALL REVIEW ALL PLANTS AT THE TIME OF DELIVERY TO THE SITE. IF THE CONTRACTOR FAILS TO NOTIFY THE LANDSCAPE ARCHITECT, OR OWNERS REPRESENTATIVE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE DELIVERY TIME, AND/OR DOES NOT CALL FOR OBSERVATION OF THE MATERIAL, THE CONTRACTOR SHALL BE LIABLE FOR ALL REMOVAL AND REPLACEMENT COSTS OF THE PLANT MATERIAL. THE PLANT MATERIAL WILL BE JUDGED AND ACCEPTED OR REJECTED ON BASIS OF THE FOLLOWING CRITERIA:
 - a. PROVIDE PLANTS OF QUALITY, SIZE, GENUS, SPECIES, AND VARIETY AS INDICATED ON THE PLANS AND AS COORDINATED WITH THE LANDSCAPE ARCHITECT.
 - b. PLANTS SHALL BE FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS, CONFORMING TO ANSI Z60.1
 - c. TREE CANOPIES SHALL HAVE AN INTACT AND UNDAMAGED CENTRAL LEADER
 - d. TREES ARE REQUIRED TO STAND UPRIGHT WITH NO SUPPORT AND HAVE PROPER TRUNK CALIPER AND TAPE. TREES HAVING "BROOM STICK" TRUNKS WITH "POODLE" TOPS WILL NOT BE ACCEPTED.
 - e. BARK SHALL BE DAMAGE FREE WITH ALL MINOR CUTS AND ABRASIONS SHOWING HEALING TISSUE. FOLIAGE, ROOTS AND STEMS OF ALL PLANTS SHALL BE OF VIGOROUS HEALTH AND NORMAL HABIT OF GROWTH FOR ITS SPECIES. ALL PLANTS SHALL BE FREE OF INSECT INFESTATIONS AND DISEASES. TOP GROWTH SHALL BE PROPORTIONATE TO BOTTOM GROWTH.
 - f. SHRUBS TRANSPLANTED IN AN UP-SIZED CONTAINER LARGER THAN SPECIFIED SIZE, SHALL HAVE BEEN GROWN IN THAT CONTAINER FOR A SUFFICIENT LENGTH OF TIME TO DEVELOP NEW FIBROUS ROOTS, SO THAT ROOT MASS WILL FILL THE CONTAINER
 - g. AREAS DISTURBED BY CONSTRUCTION AND ARE NOT SCHEDULED TO BE IMPROVED SHALL BE REPAIRED TO THE STATE THAT IT WAS PRIOR TO THE START OF CONSTRUCTION.
8. ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS PLANTS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
9. EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO DIRECT THE ADJUSTMENT OF PLANTS TO EXACT LOCATION IN FIELD.
10. PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT.
11. PROVIDE SPECIFIED EDGING AS DIVIDER BETWEEN PLANTING BEDS AND LAWN AREAS.
12. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PLANT QUANTITIES. THE PLANT SCHEDULE IS FOR THE CONTRACTORS CONVENIENCE ONLY.
13. PLANT SPACING LISTED IN PLANT SCHEDULE IS A MAXIMUM TYPICAL SPACING. IF PLANTS ARE SHOWN CLOSER ON THE PLAN THEY SHOULD BE INSTALLED PER THE PLAN.
14. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED. SEE IRRIGATION NOTES IN THESE DRAWINGS FOR REQUIREMENTS.

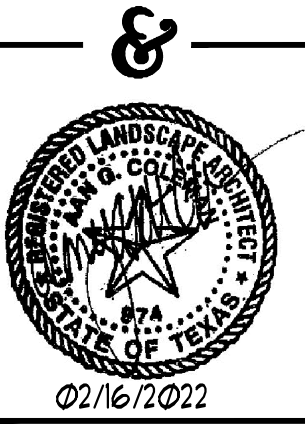




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LANDSCAPE PLAN
CITY PERMIT

MANOR K-12 CAMPUS
MANOR ISD
MANOR, TEXAS 78653

REVISION HISTORY

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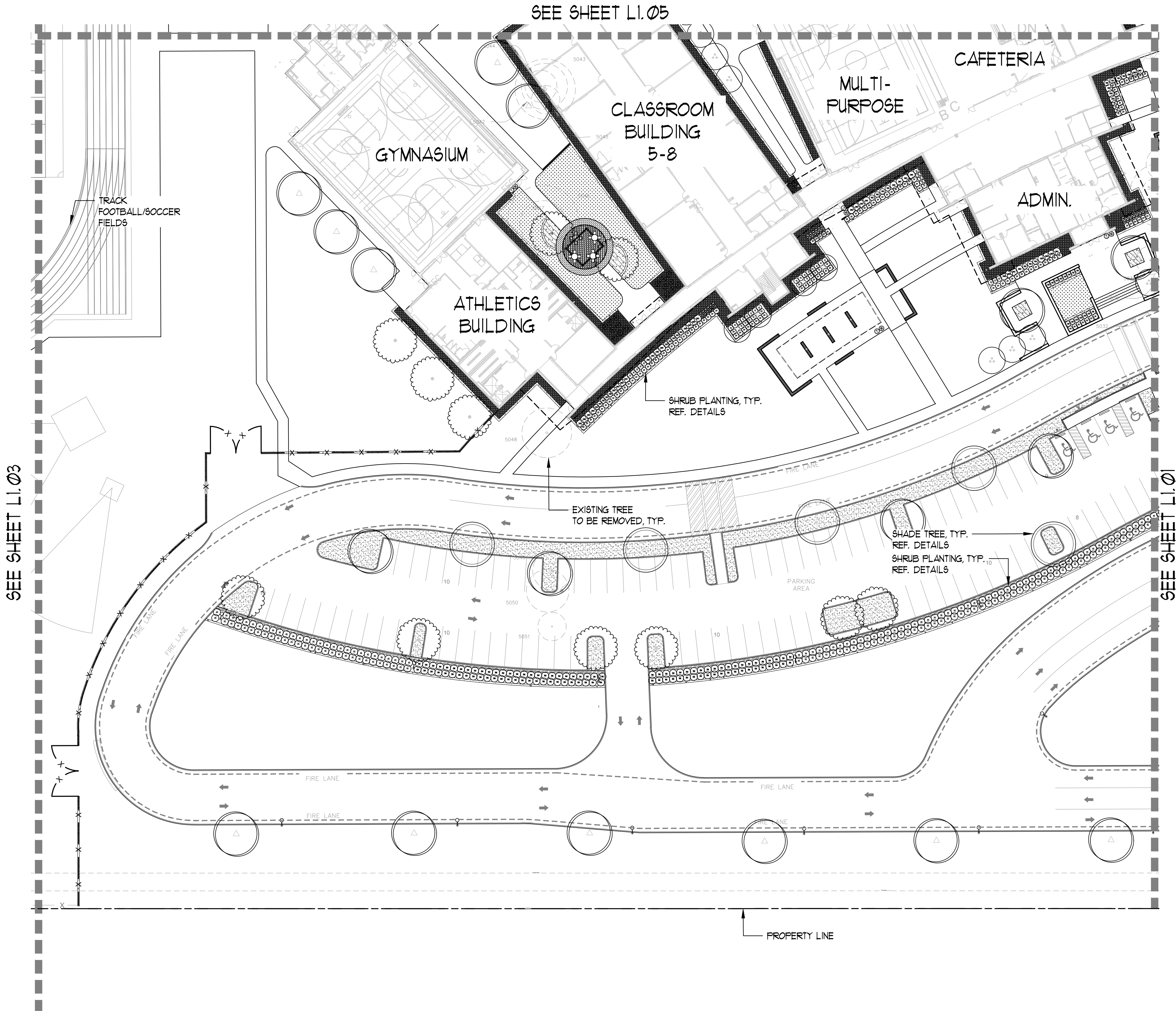
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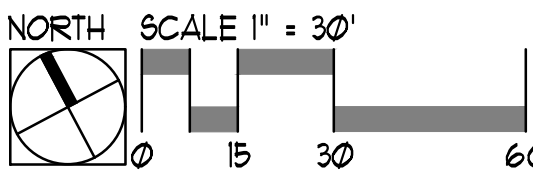
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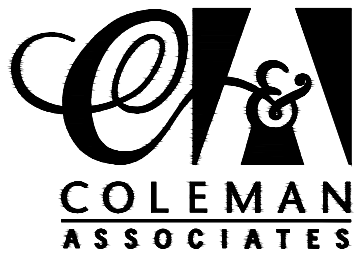
L1.02

OF



TREE LEGEND	
ORNAMENTAL	DESCRIPTION
	TREE YALPON
	VITEX
	MEXICAN SYCAMORE
	MONTEREY OAK
	SHUMARD OAK
	SOUTHERN LIVE OAK
	CEDAR ELM
	EXISTING TREES TO BE SAVED
	EXISTING TREE TO BE REMOVED
	BERMUDA SOD
	BERMUDA HYDROSEED
	ARTIFICIAL TURF

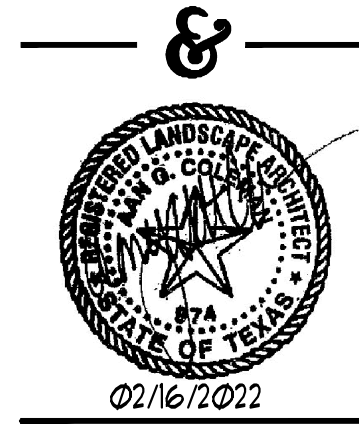




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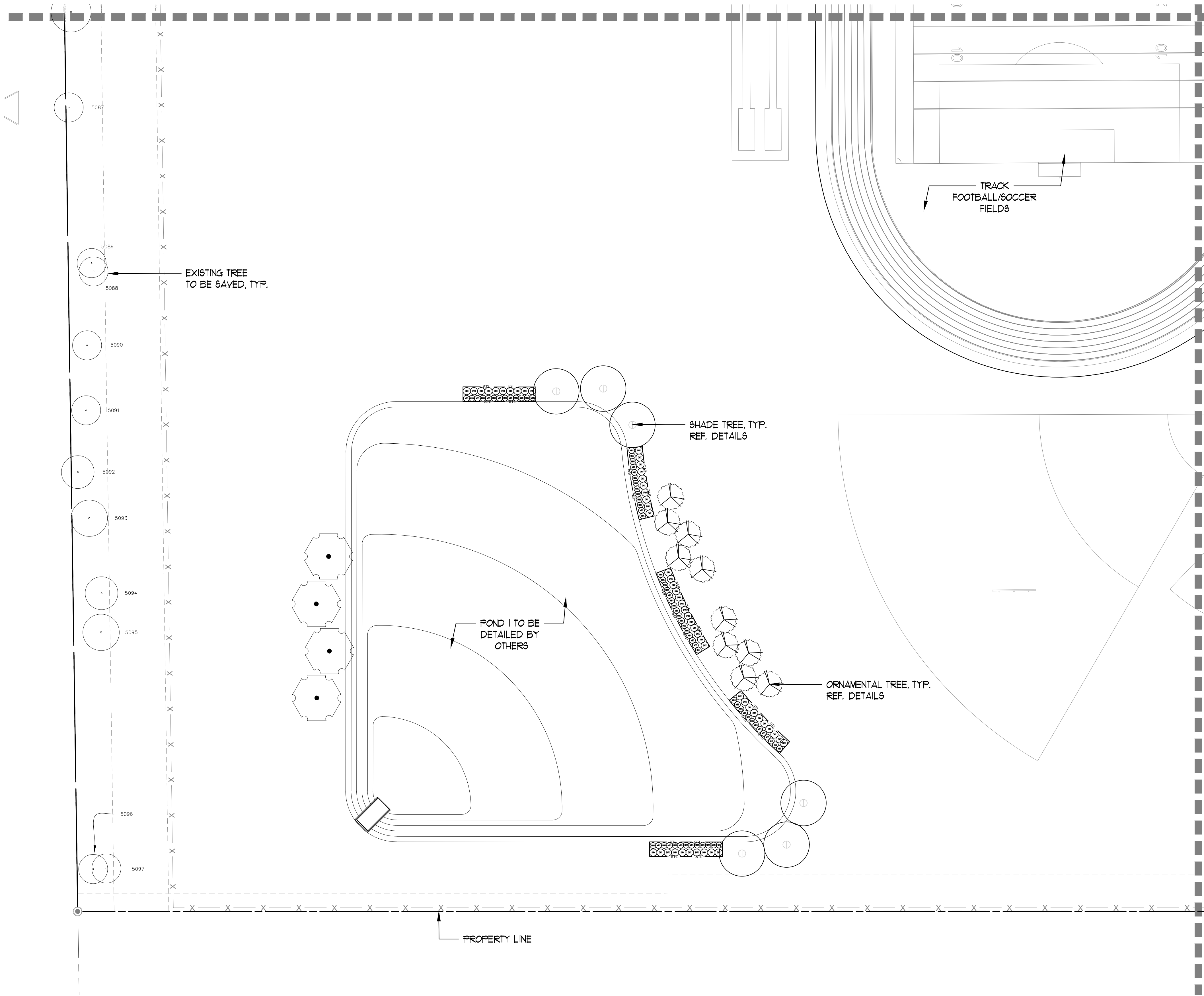


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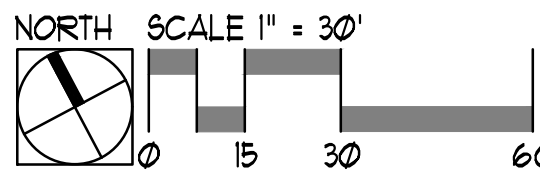
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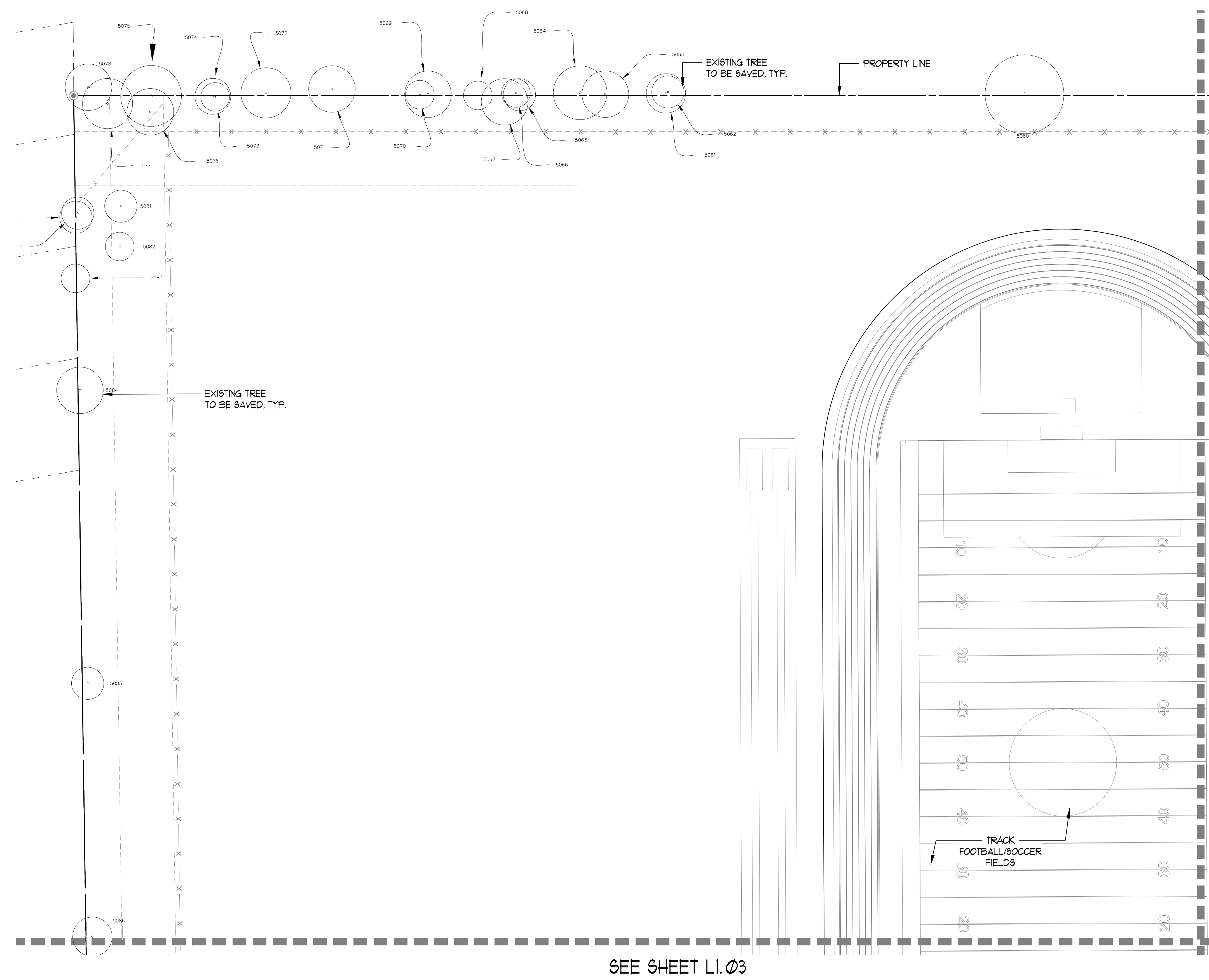
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








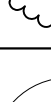




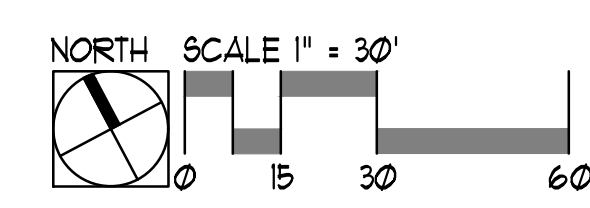
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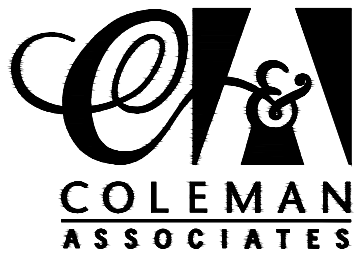
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	EXISTING TREES TO BE SAVED
	EXISTING TREE TO BE REMOVED
	BERMUDA SOD
	BERMUDA HYDROSEED
	ARTIFICIAL TURF





TREE LEGEND	
ORNAMENTAL	DESCRIPTION
	TREE YALPON
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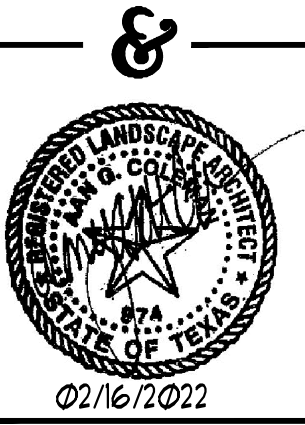




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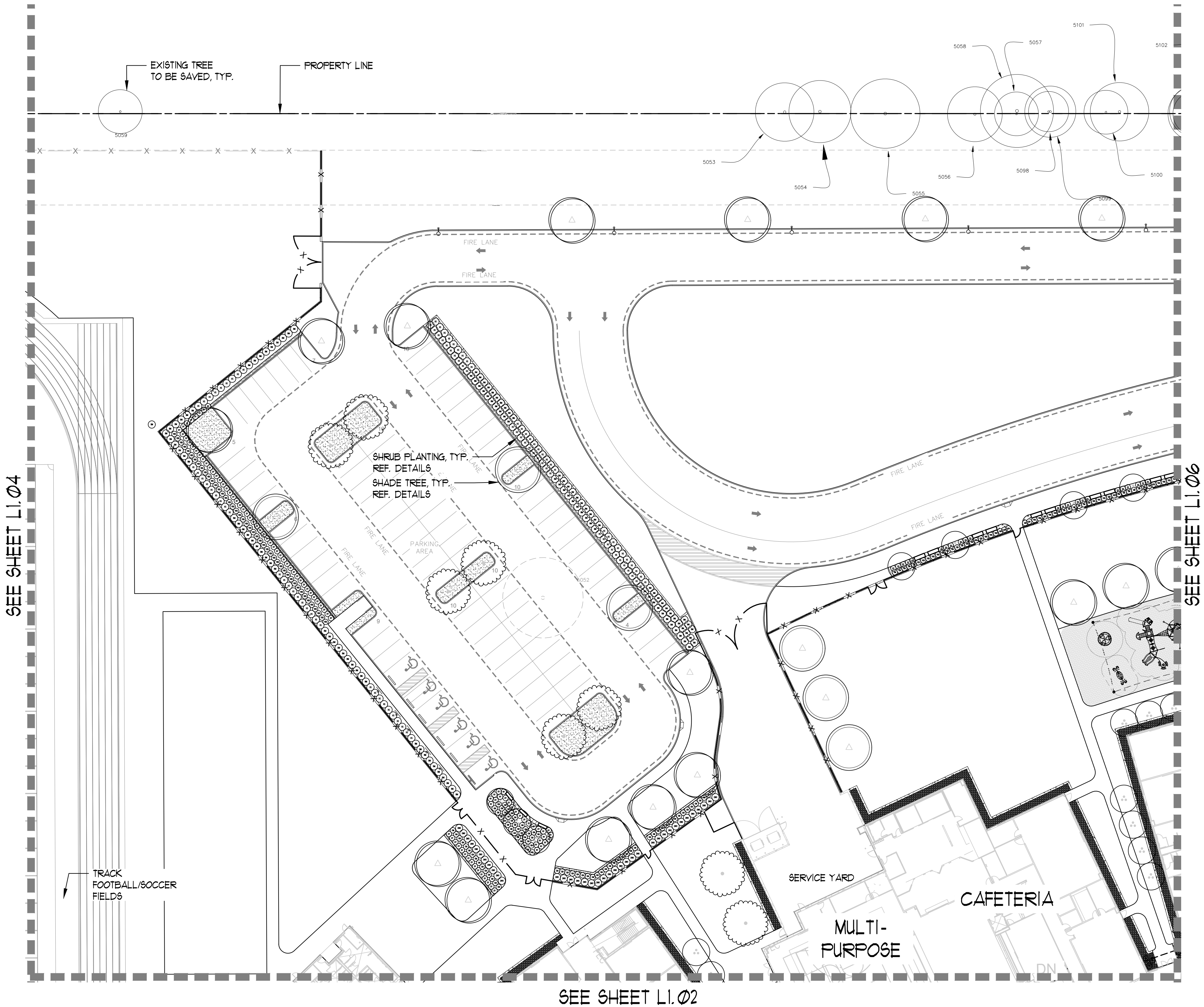
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MANOR ISD
MANOR, TEXAS 78653

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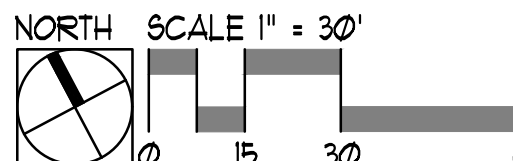
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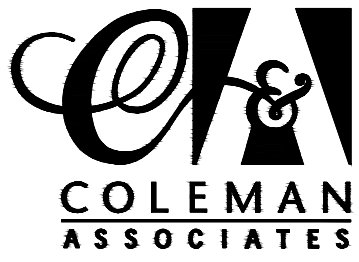
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APP. BY: MAM
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DATE: 10-05-21

SHEET:
L1.05
OF



TREE LEGEND	
ORNAMENTAL	DESCRIPTION
	TREE YALPON
	VITEX
	MEXICAN SYCAMORE
	MONTEREY OAK
	SHUMARD OAK
	SOUTHERN LIVE OAK
	CEDAR ELM
	EXISTING TREES TO BE SAVED
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	BERMUDA SOD
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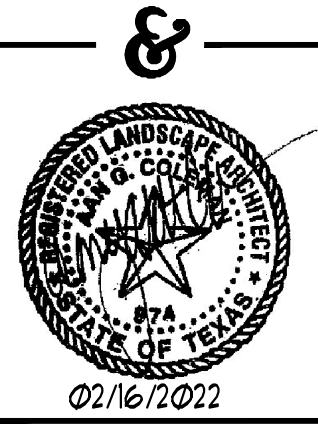




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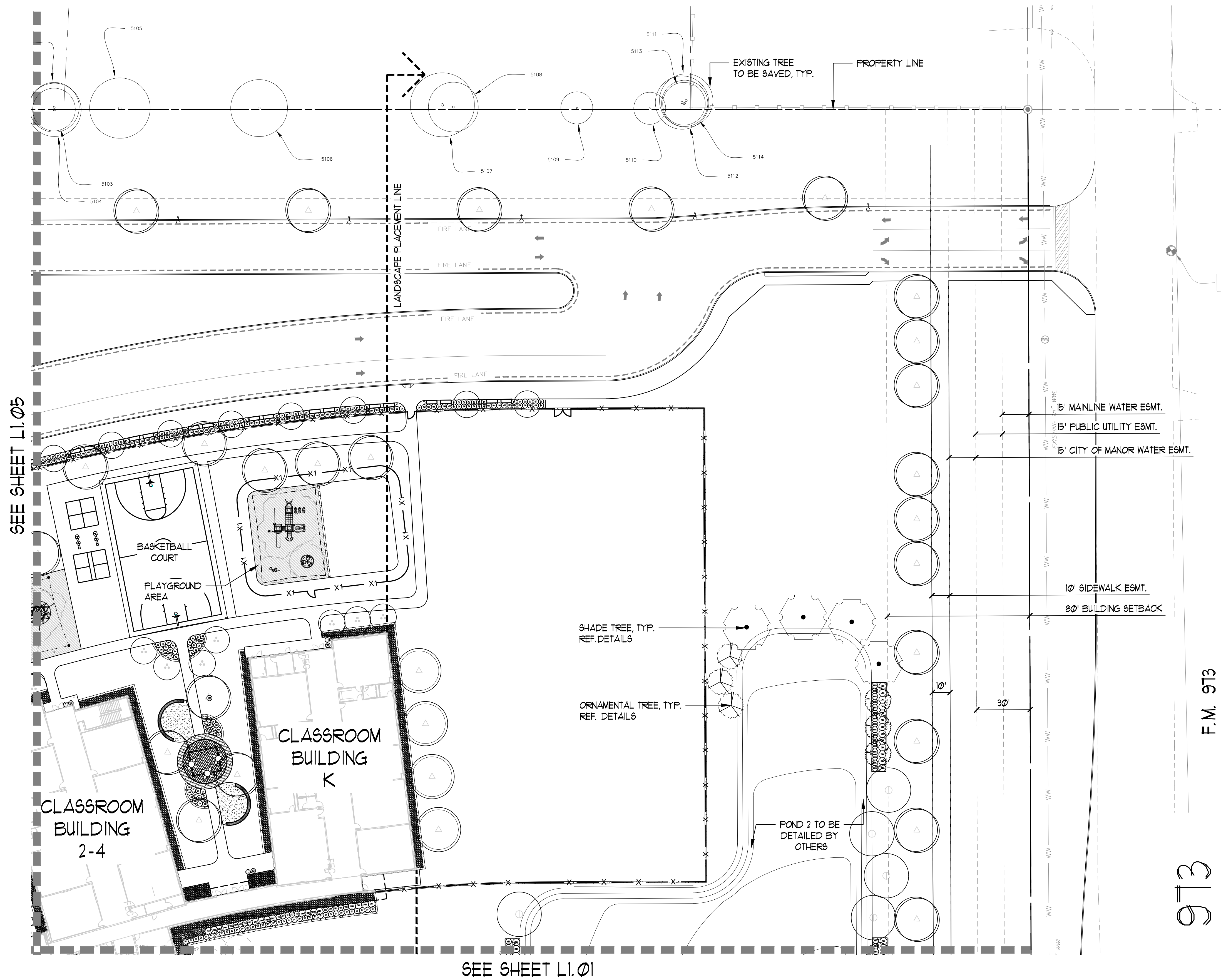
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OF



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	BERMUDA HYDROSEED
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