



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

City Council Regular Meeting

Wednesday, January 15, 2025 at 7:00 PM

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

AGENDA

This meeting will be live-streamed on Manor's YouTube Channel
You can access the meeting at <https://www.cityofmanor.org/page/livestream>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

EVENTS/ANNOUNCEMENTS

A. MLK Day Event, Monday, January 20, 2025, at Jennie Lane Park, 104 E. Rector St. Manor, Texas.

Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

PUBLIC COMMENTS

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

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

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

CONSENT AGENDA

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

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

Submitted by: Lluvia T. Almaraz, City Secretary

- December 18, 2024, City Council Regular Meeting
- December 18, 2024, City Council Workshop
- December 26, 2024, City Council Called Special Session
- January 7, 2025, City Council Called Special Session
- January 11, 2025, City Council Workshop

2. Consideration, discussion, and possible action on accepting the 2025 First Quarter City Council Committee Reports.

Submitted by: Scott Moore, City Manager

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

Submitted by: Scott Moore, City Manager

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

Submitted by: Scott Moore, City Manager

- Finance – Belen Peña, Finance Director
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Chris McKenzie, Interim Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Michael Burrell, Interim Development Services Director
- Community Development – Yalondra V. Santana, Heritage & Tourism Manager
- Municipal Court – Sofi Duran, Court Administrator
- Public Works – Matt Woodard, Director of Public Works
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

5. Consideration, discussion, and possible action on a thirty-foot-wide Water and Wastewater Utility Easement being a portion of Lots 1A and 2A, Block B, Replat of Las Entradas North Section 1, Lot 1, Block B, an addition in the City of Manor, in Travis County, Texas.

Submitted by: Michael Burrell, Interim Development Services Director

- 6. Consideration, discussion, and possible action on a Purchase Agreement with Plata Holding, LLC for a Public Utility Easement for Parcel No. 4.**
Submitted by: Scott Moore, City Manager
- 7. Consideration, discussion, and possible action on a Resolution making available to members of the City Council the services offered by AFLAC and authorizing payroll deductions for participating Council members.**
Submitted by: Tracey Vasquez, HR Director
- 8. Consideration, discussion, and possible action on the Social Media Use and Regulations for the City of Manor.**
Submitted by: Scott Moore, City Manager

REGULAR AGENDA

- 9. Consideration, discussion, and possible action on the City of Manor participation in the Central Texas Learning Festival.**
Submitted by: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
- 10. Consideration, discussion, and possible action on an Ordinance accepting 146.920 acres of land, more or less, being located in Travis County, Texas into the extraterritorial jurisdiction of the City of Manor, Texas, at the request of the property owner; and providing for open meetings and other related matters.**
Submitted by: Michael Burrell, Interim Development Services Director
- 11. Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 146.920 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.**
Submitted by: Michael Burrell, Interim Development Services Director
- 12. Consideration, discussion, and possible action approving an engagement letter agreement for an appraiser for the Mustang Valley Public Improvement District (PID).**
Submitted by: Michael Burrell, Interim Development Services Director
- 13. Consideration, discussion, and possible action on the appointment of two (2) Public Tree Care Advisory Board P&Z Commission Members to serve a two-year term.**
Submitted by: Michael Burrell, Interim Development Services Director

EXECUTIVE SESSION

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

- Section 551.074, Texas Government Code, to deliberate the evaluation of personnel in the Administrative department regarding Communications and Marketing;

- Section 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the purchase of the Zalaram property a 0.568 acre tract of land;
- Section 551.072, Deliberations regarding Real Property; and
- Section 551.087 Deliberations regarding Economic Development Negotiations

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.

- 14. Consideration, discussion, and possible action on a resolution authorizing the purchase and closing of a tract of real property consisting of 0.56 acres, more or less, located in Travis County, Texas for \$146,394, plus closing costs, title insurance cost, providing for approval of the purchase and sale agreement, and an amendment to the agreement; and providing for related matters.**

Submitted by: Michael Burrell, Interim Development Services Director

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Saturday, January 11, 2025, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



Item A.

MARTIN LUTHER KING JR. DAY

MON

**JAN
20**

JOIN US

**FOR THE MANOR'S
MLK DAY'S FREEDOM
WALK AND
CEREMONY**



**JENNIE LANE PARK
104 E RECTOR ST.
MANOR TX 78653**

9AM-11AM



**FREEDOM WALK IS FROM CITY
HALL TO JENNIE LANE PARK**

9AM

For more information visit www.manortx.gov

AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- December 18, 2024, City Council Regular Meeting
- December 18, 2024, City Council Workshop
- December 26, 2024, City Council Called Special Session
- January 7, 2025, City Council Called Special Session
- January 11, 2025, City Council Workshop

BACKGROUND/SUMMARY:

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

- All minutes as listed above

STAFF RECOMMENDATION:

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



**CITY COUNCIL
REGULAR SESSION MINUTES
DECEMBER 18, 2024**

**This meeting was live-streamed on Manor's YouTube Channel
You can access the meeting at <https://www.cityofmanor.org/page/livestream>**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Ryan Phipps, Chief of Police
Brittany Lopez, Assistant City Secretary
Ryan Phipps, Chief of Police
James Allen, Lieutenant
Scott Jones, Economic Development Director
Tracey Vasquez, HR Director
Yalondra V. Santana, Heritage & Tourism Manager
Michael Burrell, Interim Development Services Director
Mathew Woodard, Public Works Director
Phil Green, IT Director
Veronica Rivera, Assistant City Attorney

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:08 p.m. on Wednesday, December 18, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Father Daniel Robayo with St. MaryMagdelene Episcopal Church gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

Ruth Biscoe from Manor, Texas, submitted a speaker card and thanked the City Manager and the Mayor for her service award. She asked for the city's support of the Black History event to be conducted on a Saturday.

No one else appeared at this time.

At the request of Mayor Harvey the Consent Agenda was conducted next.

CONSENT AGENDA

4. **Consideration, discussion, and possible action to approve the City Council Minutes of December 4, 2024, City Council Regular Meeting.**
5. **Consideration, discussion, and possible action on accepting the November 2024 City Council Monthly Reports.**
6. **Consideration, discussion, and possible action on accepting the November 2024 Departmental Reports.**
 - **Police – Ryan Phipps, Chief of Police**
 - **Travis County ESD No. 12 – Chris McKenzie, Interim Fire Chief**
 - **Economic Development – Scott Jones, Economic Development Director**
 - **Development Services – Michael Burrell, Interim Development Services Director**
 - **Community Development – Yalondra V. Santana, Heritage & Tourism Manager**
 - **Municipal Court – Sofi Duran, Court Administrator**
 - **Public Works – Matt Woodard, Director of Public Works**
 - **Human Resources – Tracey Vasquez, HR Manager**
 - **IT – Phil Green, IT Director**
 - **Administration – Lluvia T. Almaraz, City Secretary**
7. **Consideration, discussion, and possible action on a license agreement for Calvary East Metro Church, located at 407 E Eggleston St. Manor, Texas.**
8. **Consideration, discussion, and possible action on a license agreement with Shadowglen Phase 3.**

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Weir to approve the consent agenda.

A discussion was held regarding clarification on the material regulations for Item No. 8

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

10. Consideration, discussion, and possible action on the 2025 Texas Youth Advisory Commission (YAC) Summit.

The city staff recommended that the City Council authorize the City Manager to finalize costs and the participation of governing body members and staff before completing summit registration.

Heritage and Tourism Manager Valderra discussed the proposed trip to the 2025 Texas Youth Advisory Commission Summit.

A discussion was held regarding the cost of the trip and the opportunity for other Council Members to attend.

A discussion was held regarding an excuse absence notice being available to students who will be able to attend.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Mayor Pro Tem Emily Hill to authorize the City Manager to finalize cost and governing body members and staff participation before completing summit registration.

There was no further discussion.

Motion to approve carried 7-0

11. Consideration, discussion, and possible action on appointing Commissioners to serve in the Manor Youth Advisory Commission and administer the Oath-of-Office.

The city staff recommended that the City Council appoint the Commissioners to serve in the Manor Youth Advisory Commission; and Administer the Oath-f-Office.

Mayor Harvey read the Duties of the Youth Advisory Commission.

The following students were appointed and Judge Caballero conducted the oaths.

- Ameerah A. Hill, Manor Early College Hight School
- Cami B. Wilton, Manor New Tech High School
- Cassius J. Williams, Manor High School
- Farina L. Chandio, Manor Early College Hight School
- Jemima K. Ntoukap, Manor New Tech Middle School

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno to approve the appointment of the commissioners to serve in the Manor Youth Advisory Commission.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:33 p.m. on Wednesday, December 18, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters – Discussion of City Manager’s Employment and Municipal Court Judge Employment; Sections 551.071 and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the EntradaGlen PID; Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel; Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Agreements with Travis County Emergency Services District 12; Sections 551.071, 551.087, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Project Maroon; Section 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the purchase of the Zalaram LLC property at 0.789 acre tract of land; Sections 551.071 and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Safety; and Sections 551.07, 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property* at 7:33 p.m. on Wednesday, December 18, 2024.

The Executive Session was adjourned at 10:21 p.m. on Wednesday, December 18 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 10:21 p.m. on Wednesday, December 18, 2024.

At the request of Mayor Harvey Agenda Item No. 21 was pulled.

REGULAR AGENDA

20. Consideration, discussion, and possible action on the First Amendment to the City of Manor, Texas, Deposit Agreement EntradaGlen PID with Las Entradas Development Corporation.

Assistant City Attorney Rivera stated she was available to answer any questions posed by the City Council.

Mr. Dwyer discussed the proposed amendment to the deposit agreement EntradaGlen PID with Las Entradas Development Corporation.

A discussion was held regarding the city's naming process guidelines.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve First Amendment to the City of Manor, Texas, Deposit Agreement EntradaGlen PID with Las Entradas Development Corporation with the condition of renaming of Park Names within the PID and to request the continuance of meeting with the PID Committee to discuss city's priorities.

There was no further discussion.

Motion to approve carried 7-0

22. Consideration, discussion, and possible action on a City of Manor, Texas Employment Agreement for Judicial Services for Municipal Court Judge for the position of Presiding Judge for the Manor Municipal Court.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Weir to approve City of Manor, Texas Employment Agreement for Judicial Services for Municipal Court Judge with Judge Jay Caballero; appoint Judge Jay Caballero to the position of Presiding Judge for the Municipal Court and authorize the City Manager to execute the agreement.

There was no further discussion.

Motion to approve carried 7-0

23. Consideration, discussion, and possible action on a City Manager Professional Services Contract.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve a City Manager Profession Services Contract with Scott Moore with amendments discussed in Executive Session.

There was no further discussion.

Motion to approve carried 7-0

PUBLIC HEARINGS

1. Conduct a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ #2) containing approximately 927.5 acres of land within the City and the City's extraterritorial jurisdiction.

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

Mayor Harvey opened the Public Hearing.

Economic Development Director Jones discussed the proposed creation of TIRZ #2.

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

There was no further discussion.

Motion to close carried 7-0

2. Conduct a public hearing on an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.

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

Mayor Harvey opened the Public Hearing.

Interim Development Services Director Burrell discussed the proposed rezoning request.

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

There was no further discussion.

Motion to close carried 6-1 (Council Member Weir voted against)

3. Conduct a public hearing on an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St. and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

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

Mayor Harvey opened the Public Hearing.

Interim Development Services Director Burrell discussed the proposed rezoning request.

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

There was no further discussion.

Motion to close carried 5-2 (Mayor Pro Tem E Hill and Council Member Weir voted against)

REGULAR AGENDA

9. Consideration, discussion, and possible action on 5-year agreement between the City of Manor and Axon Enterprise, Inc. for the purchase of 40 Taser 10 devices for the Manor Police Department.

The city staff recommended that the City Council approve a 5-year agreement between the City of Manor and Axon Enterprise, Inc. for the purchase of 40 Taser 10 devices for the Manor Police Department; authorize the Manor Police Department to sell the old taser devices; and authorize the City Manager to execute the agreement as presented.

Chief of Police Phipps discussed the proposed agreement.

Lt. Allen explained how the devices were utilized.

A discussion was held regarding the equipment's warranty.

A discussion was held regarding the allocation of funds for the purchase of devices.

A discussion was held regarding the finance terms of the agreement.

A discussion was held regarding the training process for police officers.

MOTION: Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to approve a 5-year agreement between the City of Manor and Axon Enterprise, Inc. for the purchase of 40 Taser 10 devices for the Manor Police Department; authorize the Manor Police Department to sell the old taser devices; and authorize the City Manager to execute the agreement as presented.

There was no further discussion.

Motion to approve carried 7-0

12. First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy. 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.

The city staff recommended that the City Council postpone this item.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to postpone the item to the regular meeting on January 15, 2025.

There was no further discussion.

Motion to postpone carried 7-0

13. First Reading: Consideration, discussion, and possible action on an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

The city staff recommended that the City Council deny the first reading of an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno to deny the first reading of an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

A discussion was held regarding the clarification that the property was located southeast corner and not southwest as it was stated in the caption.

City Secretary Almaraz advised that the motion needed to read as staff recommended to deny as presented.

There was no further discussion.

Motion to deny carried 7-0

14. Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Wastewater Service Transfer for the Manor Downs Project.

The city staff recommended that the City Council approve the City of Manor, Texas Deposit Agreement for the proposed Wastewater Service Transfer for the Manor Downs Project and authorize the City Manager to execute the agreement.

Interim Development Services Director Burrell discussed the proposed deposit agreement.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve the City of Manor, Texas Deposit Agreement for the proposed Wastewater Service Transfer for the Manor Downs Project and authorize the City Manager to execute the agreement.

There was no further discussion.

Motion to approve carried 7-0

15. Consideration, discussion, and possible action on an ordinance designating a geographic area within the city and the City's Extraterritorial Jurisdiction as a Tax Increment Reinvestment Zone, Pursuant to Chapter 311 of the Texas Tax Code, Known as Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas; Describing the Boundaries of the Zone, Creating a Board of Directors for the Zone and Appointing Members of the Board; Establishing a Tax Increment Reinvestment Zone Fund for the Zone.

The city staff recommended that the City Council approve Ordinance No. 770 designating a geographic area within the city and the City's Extraterritorial Jurisdiction as a Tax Increment Reinvestment Zone, Pursuant to Chapter 311 of the Texas Tax Code, Known as Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas; Describing the Boundaries of the Zone, Creating a Board of Directors for the Zone and Appointing Members of the Board; Establishing a Tax Increment Reinvestment Zone Fund for the Zone.

Economic Development Director Jones discussed the proposed ordinance.

A discussion was held regarding the clarification of the Preliminary Project and Finance Plan.

A discussion was held regarding the clarification of the term limits.

Ordinance No. 770: An Ordinance of the City Council of the City of Manor, Texas, Designating a Geographic Area Within the City and The City's Extraterritorial Jurisdiction as a Tax Increment Reinvestment Zone, Pursuant to Chapter 311 of the Texas Tax Code, Known As Tax Increment Reinvestment Zone Number Two (Tirz #2), City Of Manor, Texas; Describing The Boundaries Of The Zone, Creating A Board Of Directors For The Zone And Appointing Members Of The Board; Establishing A Tax Increment Reinvestment Zone Fund For The Zone, Containing Findings And Provisions Related To The Foregoing Subject; Providing A Date For The Termination Of The Zone, Providing That The Zone Take Effect Immediately Upon Passage Of The Ordinance; Providing A Severability Clause; And Providing An Effective Date.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Ordinance No. 770 designating a geographic area within the city and the City's Extraterritorial Jurisdiction as a Tax Increment Reinvestment Zone, Pursuant to Chapter 311 of the Texas Tax Code, Known as Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas; Describing the Boundaries of the Zone, Creating a Board of Directors for the Zone and Appointing Members of the Board; Establishing a Tax Increment Reinvestment Zone Fund for the Zone.

There was no further discussion.

Motion to approve carried 7-0

16. Consideration, discussion, and possible action on an amendment to the Chapter 380 Agreement, the Lexington at Boyce, with Davis Capital Investments, LLC.

The city staff recommended that the City Council approve the amendment to the Chapter 380 Agreement, the Lexington at Boyce, with Davis Capital Investments, LLC.

Economic Development Director Jones discussed the proposed amendment agreement.

A discussion was held regarding the delay of the project.

A discussion was held regarding the amount of time needed to complete the project.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the amendment to the Chapter 380 Agreement, the Lexington at Boyce, with Davis Capital Investments, LLC with the extension of six months.

There was no further discussion.

Motion to approve carried 7-0

17. Consideration, discussion, and possible action on a construction agreement for Ring Drive sidewalk installation.

The city staff recommended that the City Council approve the Construction Agreement with Forsythe Brothers Infrastructure LLC for the installation of sidewalks on Ring Drive and FM973 to Walmart and authorize the City Manager to execute the Construction Agreement in an amount not to exceed \$63,600.00.

Public Works Director Woodard discussed the proposed agreement.

A discussion was held regarding the width of the sidewalk.

A discussion was held regarding the installation of a cross light button for the public use.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Construction Agreement with Forsythe Brothers Infrastructure LLC for the installation of sidewalks on Ring Drive and FM973 to Walmart and authorize the City Manager to execute the Construction Agreement in an amount not to exceed \$63,600.00.

There was no further discussion.

Motion to approve carried 7-0

18. Consideration, discussion, and possible action on an ordinance for the purpose of amending the City Council Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Section 1.04.002 of the Manor Code of Ordinances to refer to the new Rules of Procedure.

The city staff recommended that the City Council approve Ordinance No. 771 for the purpose of amending the City Council Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the new Rules of Procedure.

Ordinance No. 771: An Ordinance of the City of Manor, Texas, for the Purpose of Amending Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Section 1.04.002 of The Manor Code of Ordinances to Refer to the New Rules of Procedure; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Ordinance No. 771 for the purpose of amending the City Council Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the new Rules of Procedure.

There was no further discussion.

Motion to approve carried 7-0

19. Consideration, discussion, and possible action on canceling the January 1, 2025, Regular City Council Meeting and setting a Called Special Session.

The city staff recommended that the City Council to cancel the January 1, 2025, Regular City Council Meeting and set a Special Called Session for Tuesday, January 7, 2025, at 7:00 pm.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the cancelation of the January 1, 2025, Regular City Council Meeting and set a Special Called Session for Tuesday, January 7, 2025, at 7:00 pm.

There was no further discussion.

Motion to approve carried 7-0

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 11:32 p.m. on Wednesday, December 18, 2024.

The Manor City Council approved these minutes on the 15th day of January 2025.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
WORKSHOP SESSION MINUTES
DECEMBER 18, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1
Anne Weir, Place 2 (Arrived at 6:42 p.m.)
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Jones, Economic Development Director
Yalondra M. Valderrama, Heritage & Tourism Manager
Michael Burrell, Interim Development Services Director
Tracey Vasquez, HR Director
Gregory Miller, Bond Counsel
Veronica Rivera, Assistant City Attorney

WORKSHOP SESSION – 6:00 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 6:11 p.m. on Wednesday, December 18, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. Discussion on Manor Tax Increment Reinvestment Zone (TIRZ No. 2), Project and Financing Plan.

Chris Branham with Catalyst Commercial presented the attached PowerPoint presentation.

The topics of discussion were the following:

- What is a TIRZ?
- TIRZ Purpose
- History and Background
- How TIRZ Funding Works
- Authorized Public Improvements
- Authorized Public Improvements
- Benefits of TIRZ
- Governance
- Proposed TIRZ
- Revenues
- Projected Costs

There was no action taken.

ADJOURNMENT

The Manor City Council Workshop Session Adjourned at 6:43 p.m. on Wednesday, December 18, 2024.

The Manor City Council approved these minutes on the 15th day of January 2025.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

TOOLS FOR ECONOMIC DEVELOPMENT

MANOR TAX INCREMENT REINVESTMENT ZONE (TIRZ) #2

Prepared By Catalyst Commercial
December 2024

What is a TIRZ?

Tax Increment Reinvestment Zones (TIRZ) are special zones created by the City to attract new investment to an area.

TIRZ PURPOSE

Item 1.

To help finance the cost of redevelopment and encourage development in an area that would otherwise not attract sufficient market development in a timely manner. Taxes attributable to new improvements (the increment) are set-aside in a fund to finance public improvements within the boundaries of the zone.

HISTORY AND BACKGROUND

TIRZ were created by the Texas Legislature to help finance the cost of improvements needed to promote development or redevelopment in specific geographic areas of a community.

A TIRZ is regulated and monitored by the City in accordance with Chapter 311 of the Texas Tax Code

A TIRZ...

Is one of many economic development “tools” available

Should have clearly identified needs and focused solutions

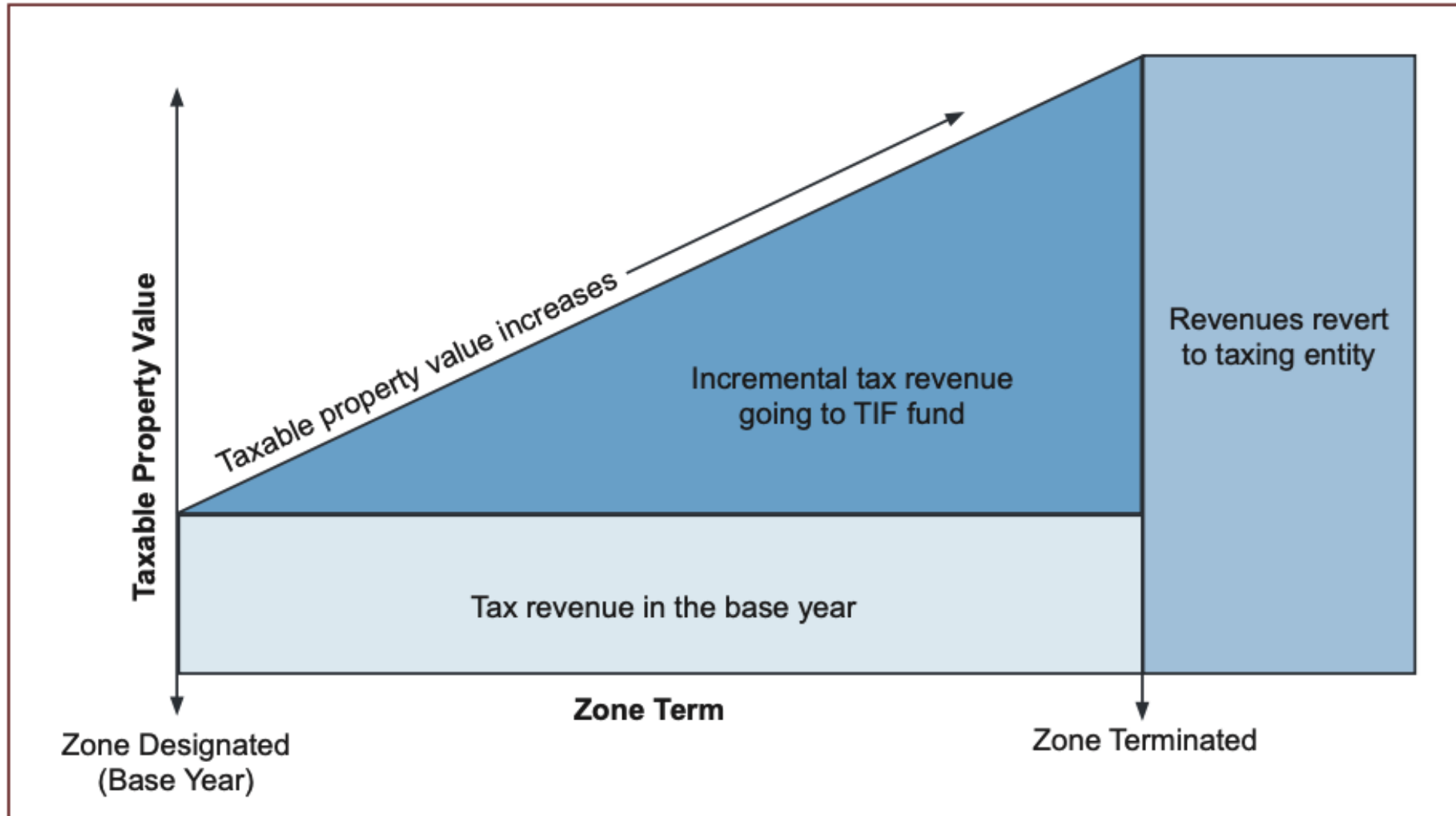
Focused on capital improvement programs

Usually performance-based public/private partnerships

Typically extends for 20 years

HOW TIRZ FUNDING WORKS

Item 1.



Item 1.

Sidewalks, cross walks and pedestrian crossing systems



A black metal storm drain grate with a hinged cover, set into a concrete curb. The grate has vertical slots and the words "STORM DRAIN" are visible on the cover.

An aerial photograph of a modern urban plaza. The plaza features a large, light-colored, star-shaped paved area with a central intersection. The surrounding areas are landscaped with greenery, including trees and shrubs. Modern buildings with large glass windows and flat roofs are visible in the background. The overall design is clean and contemporary, with a focus on open space and pedestrian-friendly areas.

AUTHORIZED PUBLIC IMPROVEMENTS

Item 1.

Public improvements scheduled for the Zones include, but are not limited to, the construction of:

Parks and outdoor spaces



Bicycle routes and facilities



Public transportation projects



Signage and wayfinding



Utility relocation & installation



Water system improvements



Benefits of TIRZ:

Item 1.

TIRZ is
performance-driven

Pro-active plan that
creates path for
vision

Wide experience
and examples
across Texas

Ability to provide
incentives for
developments over
a long term

GOVERNANCE

1. The TIRZ Board makes recommendations to the city council concerning the administration of the **TIRZ Zones, prepares and adopts project plans, prepares reinvestment zone financing plans**, and; **prepares, implements, monitors, and submits all plans and an annual report** to the city council for approval.

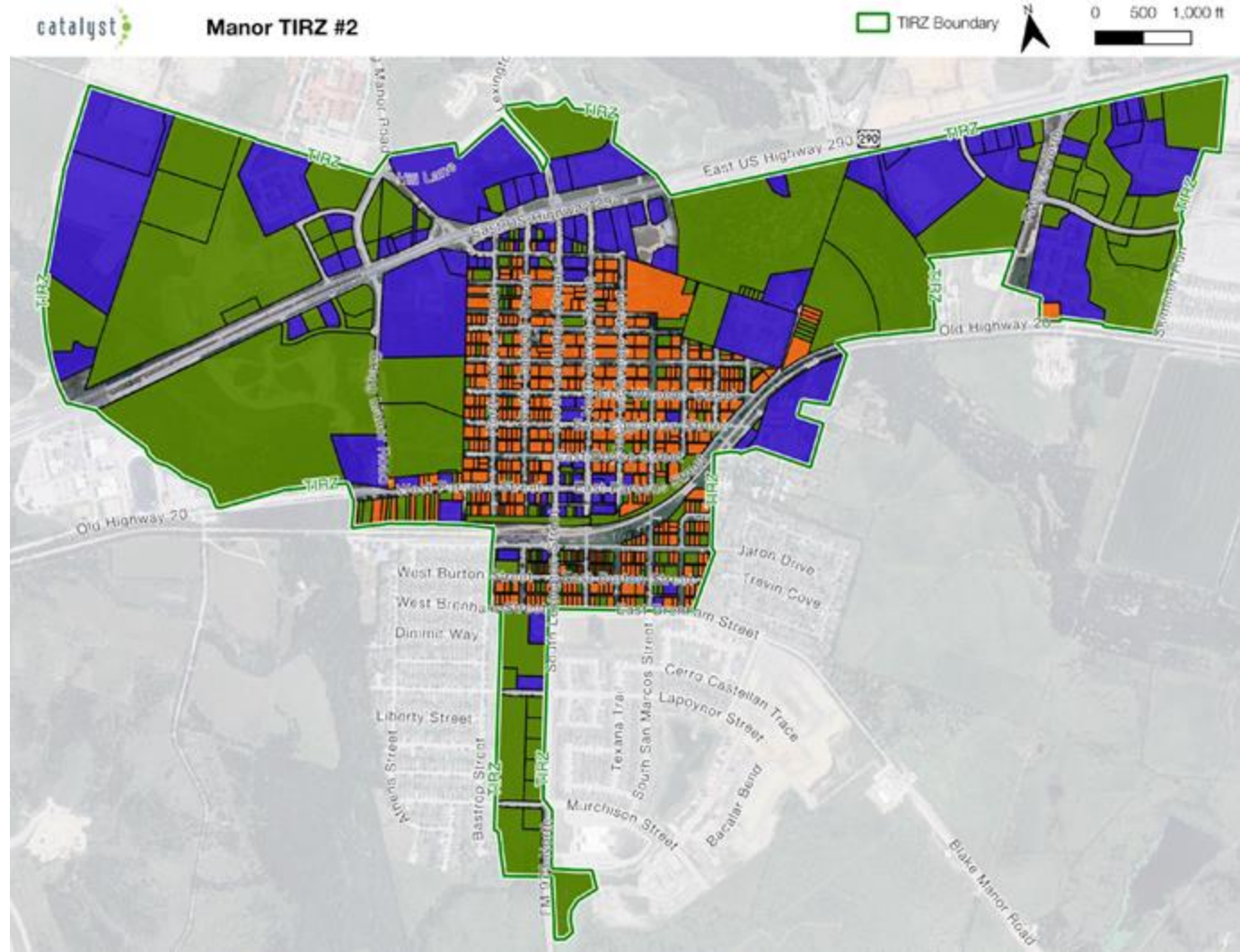
2. Meanwhile, the Manor City Council **approves the final Project and Financing Plan**, which contains the vision, **appoints TIRZ Board of Directors, approves funding source for projects, approves Development Financing Agreements**, and **approves the Issuance of Debt** if appropriate.

PROPOSED TIRZ

To utilize tax increment financing (“TIF”) in Texas, a tax increment reinvestment zone (“TIRZ”) must be created over the specific geographic area (TIRZ) where the public improvements will be reinvested (i.e., constructed). Zones are limited to the percentage of residential property allowed in the Zone.

PROPOSED TIRZ

Item 1.



REVENUES (example)

Item 1.

City Participation	25%	50%	75%	100%
25 Years	\$23,065,180	\$46,130,359	\$69,195,539	\$92,260,718

Year	Base Year 0	Year 1	Year 10	Year 25
Total Base Real Prop Value	\$ 414,216,265	\$ 414,216,265	\$ 414,216,265	\$ 414,216,265
Total Incremental Real Prop Value	\$ -	\$ 22,035,347	\$ 333,041,349	\$ 823,625,030
Total Real Property Value	\$ 414,216,265	\$ 436,251,612	\$ 747,257,614	\$ 1,237,841,295

Year	Base Year 0	Year 1	Year 10	Year 25
Base Real Tax Revenue	\$ 1,768,082	\$ 1,768,082	\$ 1,768,082	\$ 1,768,082
Incremental Real Tax Revenue	\$ -	\$ 94,058	\$ 1,421,587	\$ 3,515,643
Total Real Tax Revenue	\$ 1,768,082	\$ 1,862,140	\$ 3,189,669	\$ 5,283,726

Above is an example of potential property tax revenues within the proposed TIRZ. This does not factor in any property tax exemptions currently applied to the TIRZ parcels and their associated accounts.

Projected Costs

Item 1.

ITEM	TOTAL COST	
Professional Fees	\$4,000,000	10%
Demolition	\$1,600,000	4%
Transportation Improvements	\$5,600,000	14%
Structures	\$1,600,000	4%
Utilities	\$3,200,000	8%
Landscape/Irrigation	\$1,600,000	4%
Aesthetic Enhancements	\$4,000,000	10%
Monumentation	\$800,000	2%
Pedestrian Pavement	\$1,600,000	4%
Construction Contingency	\$8,000,000	20%
Utility Relocations	\$8,000,000	20%
TOTAL PROJECT COSTS	\$40,000,000	100%



**CITY COUNCIL CALLED SPECIAL MEETING
MINUTES
DECEMBER 26, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Ryan Phipps, Chief of Police
Lluvia T. Almaraz, City Secretary
Brittany Lopez, Assistant City Secretary
Tracey Vasquez, HR Director
Maria Mireles, HR Specialist
Matthew Woodard, Public Works Director
Yalondra V. Santana, Heritage and Tourism Manager

SPECIAL SESSION – 12:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 12:02 p.m. on Thursday, December 26, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

At the request of Mayor Harvey, Carl Harvey Jr., gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

REGULAR AGENDA

1. Consideration, discussion, and possible action of items relating to the December 14, 2024, City of Manor Runoff Election.

- **Canvass of the Election Returns for the City of Manor Runoff Election.**

The City Council canvassed the attached results of the City of Manor Runoff Election held on December 14, 2024.

Mayor Harvey read the following results:

**RUNOFF ELECTION
DECEMBER 14, 2024
(Results for 6 Precincts 126, 127, 142, 143, 144, and 145)**

TOTAL REGISTERED VOTERS – 9,775

TOTAL BALLOTS CAST – 470

TOTAL VOTER TURNOUT – 4.81%

VOTES CAST:

	<u>Early</u>	<u>Vote by Mail</u>	<u>Election</u>	<u>Provisional</u>	<u>Vote %</u>	<u>Total</u>
MAYOR						
Christopher Harvey	212	29	116	0	75.96%	357
Tricia Campbell	66	10	37	0	24.04%	113

- **Presentation of Certificate of Election to Re-Elected Mayor, Dr. Christopher Harvey.**

Mayor Pro Tem Emily Hill presented a Certificate of Election to Re-Elected Mayor Harvey.

- **Oath-of-Office to Mayor Harvey by Presiding Judge Jay Caballero.**

Following the presentation of Certificate of Election, Presiding Judge Jay Caballero conducted the Oath-of-Office to Re-Elected Mayor Harvey.

2. Consideration, discussion, and possible action on an ordinance canvassing the election returns and declaring the results of the Runoff Election of the City of Manor held on Saturday, December 14, 2024, for the City of Manor's Mayor.

The city staff recommended that the City Council approve Ordinance No. 772 canvassing the election returns and declaring the results of the Runoff Election of the City of Manor held on Saturday, December 14, 2024, for the City of Manor's Mayor.

Ordinance No. 772: An Ordinance of The City Council of the City of Manor, Texas, Canvassing the Election Returns and Declaring the Results of the Runoff Election of the City of Manor Held on Saturday, December 14, 2024, for the City of Manor's Mayor; and Declaring the Effective Date of This Ordinance.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Mayor Pro Tem Emily Hill, to approve Ordinance No. 772 canvassing the election returns and declaring the results of the Runoff Election of the City of Manor held on Saturday, December 14, 2024, for the City of Manor's Mayor.

There was no further discussion.

Motion to approve carried 5-0

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 12:12 p.m. on Thursday, December 26, 2024.

The Manor City Council approved these minutes on the 7th day of January 2025.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

STATISTICS						
	TOTAL	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Registered Voters - Total	9,775					
Ballots Cast - Total	470	39	278	153	0	0
Voter Turnout - Total	4.81%					

City of Manor Mayor
Vote For 1

	TOTAL	VOTE %	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Christopher Harvey	357	75.96%	29	212	116	0	0
Tricia Campbell	113	24.04%	10	66	37	0	0
Total Votes Cast	470	100.00%	39	278	153	0	0

126

STATISTICS						
	TOTAL	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Registered Voters - Total	1,555					
Ballots Cast - Total	105	12	71	22	0	0

City of Manor Mayor
Vote For 1

	TOTAL	VOTE %	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Christopher Harvey	83	79.05%	10	53	20	0	0
Tricia Campbell	22	20.95%	2	18	2	0	0
Total Votes Cast	105	100.00%	12	71	22	0	0
Overvotes	0	0.00%	0	0	0	0	0
Undervotes	0	0.00%	0	0	0	0	0

127

STATISTICS						
	TOTAL	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Registered Voters - Total	2,539					
Ballots Cast - Total	156	12	91	53	0	0

City of Manor Mayor
Vote For 1

	TOTAL	VOTE %	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Christopher Harvey	100	64.10%	9	57	34	0	0
Tricia Campbell	56	35.90%	3	34	19	0	0
Total Votes Cast	156	100.00%	12	91	53	0	0
Overvotes	0	0.00%	0	0	0	0	0
Undervotes	0	0.00%	0	0	0	0	0

142

STATISTICS						
	TOTAL	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Registered Voters - Total	177					
Ballots Cast - Total	1	0	0	1	0	0

City of Manor Mayor
Vote For 1

	TOTAL	VOTE %	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Christopher Harvey	0	0.00%	0	0	0	0	0
Tricia Campbell	1	100.00%	0	0	1	0	0
Total Votes Cast	1	100.00%	0	0	1	0	0
Overvotes	0	0.00%	0	0	0	0	0
Undervotes	0	0.00%	0	0	0	0	0

143

STATISTICS						
	TOTAL	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Registered Voters - Total	2,330					
Ballots Cast - Total	79	4	47	28	0	0

City of Manor Mayor
Vote For 1

	TOTAL	VOTE %	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Christopher Harvey	74	93.67%	3	44	27	0	0
Tricia Campbell	5	6.33%	1	3	1	0	0
Total Votes Cast	79	100.00%	4	47	28	0	0
Overvotes	0	0.00%	0	0	0	0	0
Undervotes	0	0.00%	0	0	0	0	0

144

STATISTICS						
	TOTAL	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Registered Voters - Total	2,720					
Ballots Cast - Total	113	6	61	46	0	0

City of Manor Mayor
Vote For 1

	TOTAL	VOTE %	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Christopher Harvey	89	78.76%	5	52	32	0	0
Tricia Campbell	24	21.24%	1	9	14	0	0
Total Votes Cast	113	100.00%	6	61	46	0	0
Overvotes	0	0.00%	0	0	0	0	0
Undervotes	0	0.00%	0	0	0	0	0

145

STATISTICS						
	TOTAL	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Registered Voters - Total	454					
Ballots Cast - Total	16	5	8	3	0	0

City of Manor Mayor
Vote For 1

	TOTAL	VOTE %	Ballot by Mail	Early Voting	Election Day	EV Provisional	ED Provisional
Christopher Harvey	11	68.75%	2	6	3	0	0
Tricia Campbell	5	31.25%	3	2	0	0	0
Total Votes Cast	16	100.00%	5	8	3	0	0
Overvotes	0	0.00%	0	0	0	0	0
Undervotes	0	0.00%	0	0	0	0	0



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
JANUARY 7, 2025**

**This meeting was live-streamed on Manor's YouTube Channel
You can access the meeting at <https://www.cityofmanor.org/page/livestream>**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Brittany Lopez, Assistant City Secretary
Scott Jones, Economic Development Director
Michael Burrell, Interim Development Services Director
Mathew Woodard, Public Works Director
Frank Phelan, P.E. City Engineer
Veronica Rivera, Assistant City Attorney

SPECIAL SESSION – 7:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 7:06 p.m. on Tuesday, January 7, 2025, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Pastor, Carl Harvey Sr. with Turning Point Bible Fellowship Church gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared at this time.

REGULAR AGENDA

1. Consideration, discussion, and possible action on a change order to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project.

The city staff recommended that the City Council approve the Change Order No. 5 deduction to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of (\$4,500).

City Engineer Phelan discussed the proposed change order.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve the Change Order No. 5 deduction to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of (\$4,500).

There was no further discussion.

Motion to approve carried 6-0

2. Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek West Tributary Wastewater Main Extension.

The city staff recommended that the City Council approve Change Order No. 2 deduction to the construction contract for the Cottonwood Creek West Tributary Wastewater Main with Santa Clara Construction in the amount of (\$21,500).

City Engineer Phelan discussed the proposed change order.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve Change Order No. 2 deduction to the construction contract for the Cottonwood Creek West Tributary Wastewater Main with Santa Clara Construction in the amount of (\$21,500).

There was no further discussion.

Motion to approve carried 6-0

- 3. Consideration, discussion, and possible action on an ordinance authorizing the release a portion of the extraterritorial jurisdiction of the City of Manor, Texas, to the extraterritorial jurisdiction of the City of Austin, Texas; accepting a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and adjusting the boundaries of the City of Manor, Texas.**

The city staff recommended that the City Council approve Ordinance No. 773 authorizing the release of approximately 6.609 acres being a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas; accepting approximately 13.791 acres being a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and adjusting the boundaries of the City of Manor, Texas.

Interim Development Services Director Burrell discussed the proposed ordinance.

Ordinance No. 773: An Ordinance of the City of Manor, Texas, Authorizing the Release of a Portion of the of the Extraterritorial Jurisdiction of the City of Manor, Texas to the Extraterritorial Jurisdiction of the City of Austin, Texas; Accepting a Portion of the Extraterritorial Jurisdiction of the City of Austin, Texas to the Extraterritorial Jurisdiction of the City of Manor, Texas; Adjusting the Boundaries of the City of Manor, Texas Pursuant to Chapter 42, Texas Local Government Code; providing an Open Meetings Clause and Establishing an Effective Date.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve Ordinance No. 773 authorizing the release of approximately 6.609 acres being a portion of the extraterritorial jurisdiction of the City of Manor, Texas to the extraterritorial jurisdiction of the City of Austin, Texas; accepting approximately 13.791 acres being a portion of the extraterritorial jurisdiction of the City of Austin, Texas to the extraterritorial jurisdiction of the City of Manor, Texas; and adjusting the boundaries of the City of Manor, Texas.

There was no further discussion.

Motion to approve carried 6-0

- 4. Consideration, discussion, and possible action on a Water and Wastewater Service Area Transfer Agreement to transfer certain property from the City of Manor's (Manor) water and wastewater certificates of convenience and necessity (CCNs) to the respective City of Austin (Austin) CCNs and to transfer certain property from the Austin wastewater CCN to Manor's CCN.**

The city staff recommended that the City Council approve the Water and Wastewater Service Area Transfer Agreement with the City of Austin, Texas.

Interim Development Services Director Burrell discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the Water and Wastewater Service Area Transfer Agreement with the City of Austin, Texas.

There was no further discussion.

Motion to approve carried 6-0

5. Consideration, discussion, and possible action on the reappointment of P&Z Commissioners for Place No.s 1,3,5, 7 and Alternate No. 1.

The city staff recommended that the City Council reappoint Julie Leonard to Place 1, Jeffrey Stensland to Place 5, Jim Terry to Place 7; and appoint Gabriel Nila to Place 3 of the Planning and Zoning Commission for a 2-year term; and declare a vacancy for Alternate No. 1 position.

Interim Development Services Director Burrell discussed the reappointment of members to the P&Z Commission.

Council Member Amezcua stated she would be abstaining from voting.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to reappoint Julie Leonard to Place 1, Jeffrey Stensland to Place 5, Jim Terry to Place 7; and appoint Gabriel Nila to Place 3 of the Planning and Zoning Commission for a 2-year term; and declare a vacancy for Alternate No. 1 position.

Motion to approve carried 5-0 (Council Member Amezcua abstained)

6. Consideration, discussion, and possible action on the appointment of Mayor Pro Tem to serve a two-year term.

The city staff recommended that the City Council appoint a Mayor Pro Tem to serve a two-year term.

Mayor Harvey opened the floor for nominations or a motion.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to re-appoint Mayor Pro Tem Emily Hill to serve another two-year term.

There was no further discussion.

Motion to approve carried 6-0

7. Consideration, discussion, and possible action on the appointment of two (2) Public Improvement District (PID) Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint two (2) Public Improvement District (PID) Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey opened the floor for nominations or a motion.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to re-appoint Council Member Moreno and Council Member Weir to the Public Improvement District (PID) Committee to serve a two-year term; and appoint Council Member Moreno as Chair.

There was no further discussion.

Motion to approve carried 6-0

8. Consideration, discussion, and possible action on the appointment of two (2) Park Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint two (2) Park Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey opened the floor for nominations or a motion.

Mayor Harvey reminded council that the Park Committee members also served as the Public Tree Care Advisory Board.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno to re-appoint Council Member Wallace and Council Member Moreno to the Park Committee to serve a two-year term; and appoint Council Member Wallace as Chair.

There was no further discussion.

Motion to approve carried 6-0

9. Consideration, discussion, and possible action on the appointment of two (2) Economic Development Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint two (2) Economic Development Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey stated that he would like for Council Member Weir and himself to continue to serve on the Committee.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to re-appoint Mayor Harvey and Council Member Weir to the Economic Development Committee to serve a two-year term; and appoint Mayor Harvey as Chair.

There was no further discussion.

Motion to approve carried 6-0

10. Consideration, discussion, and possible action on the appointment of the Mayor, City Manager, Chief of Police, and two (2) Emergency Management Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint the Mayor, City Manager, Chief of Police, and two (2) Emergency Management Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey opened the floor for nominations or a motion.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Deja Hill to re-appoint the Mayor Harvey, City Manager Moore, Chief of Police Phipps, Council Member Amezcua and Council Member Moreno to the Emergency Management Committee to serve a two-year term; and appoint Council Member Amezcua as Chair.

There was no further discussion.

Motion to approve carried 6-0

11. Consideration, discussion, and possible action on the appointment of the Mayor, City Manager, Chief of Police, and two (2) Public Safety Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint the Mayor, City Manager, Chief of Police, and two (2) Public Safety Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey opened the floor for nominations or a motion.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Amezcua to re-appoint the Mayor Harvey, City Manager Moore, Chief of Police Phipps, Council Member Wallace and Mayor Pro Tem Emily Hill to the Public Safety Committee to serve a two-year term; and appoint Mayor Pro Tem Emily Hill as Chair.

There was no further discussion.

Motion to approve carried 6-0

12. Consideration, discussion, and possible action on the appointment of two (2) Capital Improvement Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint two(2) Capital Improvement Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey opened the floor for nominations or a motion.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to re-appoint Council Member Deja Hill and Council Member Amezcua to the Capital Improvement Committee to serve a two-year term; and appoint Council Member Deja Hill as Chair.

There was no further discussion.

Motion to approve carried 6-0

13. Consideration, discussion, and possible action on the appointment of two (2) Healthcare Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint two(2) Healthcare Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey opened the floor for nominations or a motion.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to re-appoint Council Member Weir and Council Member Moreno to the Healthcare Committee to serve a two-year term; and appoint Council Member Weir as Chair.

There was no further discussion.

Motion to approve carried 6-0

14. Consideration, discussion, and possible action on the appointment of two (2) Community Collaborative Committee Council Members; and a chairperson to serve a two-year term.

The city staff recommended that the City Council appoint two(2) Community Collaborative Committee Council Members; and a chairperson to serve a two-year term.

Mayor Harvey stated that he would like for Mayor Pro Tem Emily Hill and himself to continue to serve on the Committee.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to re-appoint Mayor Harvey and Mayor Pro Tem Emily Hill to the Community Collaborative Committee to serve a two-year term; and appoint Mayor Harvey as Chair.

Council Member Deja Hill asked if the committee could have an additional Council Member.

A discussion was held regarding the change to the committee membership to add an additional member.

There was no further discussion.

Motion to approve carried 6-0

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 7:41 p.m. on Tuesday, January 7, 2025, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071, 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate on a Letter of Intent for the purchase of real property; and Sections 551.071, 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property* at 7:41 p.m. on Tuesday, January 7, 2025.

The Executive Session was adjourned at 8:14 p.m. on Tuesday, January 7, 2025.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 8:14 p.m. on Tuesday, January 7, 2025.

15. Consideration, discussion, and possible action on a Letter of Intent providing the terms for the purchase of approximately 8.43 acres of land out of an 84.30 acre tract of land situated in the A.C. Caldwell Survey, Abstract 154, in Travis County.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Letter of Intent providing the terms for the purchase of approximately 8.43 acres of land out of an 84.30 acre tract of land situated in the A.C. Caldwell Survey, Abstract 154, in Travis County.

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Special Session of the Manor City Council was Adjourned at 8:15 p.m. on Tuesday, January 7, 2025.

The Manor City Council approved these minutes on the 15th day of January 2025.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
WORKSHOP MINUTES – TEAM BUILDING
JANUARY 11, 2025**

THIS WORKSHOP WAS FOR TRAINING PURPOSES ONLY; NO ACTION WAS TAKEN

PRESENT:

MAYOR AND COUNCIL MEMBERS

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Brittany Lopez, Assistant City Secretary
Tracey Vasquez, HR Director
Maria Mireles, Human Resources Specialist
Scott Jones, Economic Development Director
Phil Green, IT Director
Belen Pena, Finance Director
Sofi Duran, Court Administrator
Michael Burrell, Interim Development Services Director
Mandy Miller, Development Services Supervisor
Greg Eller, Building Official
Matt Woodard, Public Works Director
Lance Zeplin, Public Works Superintendent
Raymond Muniz Utilities Superintendent
Timothy Lackland, Public Works Supervisor
Robert Herchek, Utilities Supervisor
Christopher Deal, Utilities Foreman

Daniel Dale, Utilities Foreman
Joshua Rasco, Utilities Foreman
Anthony Townsend, Utilities Foreman
Anthony Moore, Public Works Foreman
Patrick Hood, Public Works Foreman
Kirk Nunn, Public Works Foreman
Glenn Sauls, MS4 Inspector
Denver Collins, Assistant Chief of Police
George Vega, Sergeant
Reagan Frederick, Case Manager
Robert Acosta, Executive Assistant

WORKSHOP SESSION – 9:00 A.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 9:42 a.m. on Saturday, January 11, 2025, at Manor City Hall, Council Chambers, 105 E. Eggleston St., Manor, Texas.

Mayor Harvey welcomed everyone and conducted a team building exercise.

Mayor Harvey introduced facilitator Dr. Michael T. Perkins, MTP Chief Consultant.

Dr. Perkins gave an overview of MBTI. He conducted the attached PowerPoint Presentation.

The topic of discussion was the following:

- The Four Myers – Briggs Preference Pairs
- Navigating Potential Conflict

Team building exercises were conducted during the presentation.

The Workshop recessed for lunch from 12:00 p.m. to 12:30 p.m.

The topic of discussion was the following:

- Identifying Your Strengths and Areas to Develop
- Goals & Takeaways

Team building exercises were conducted during the presentation.

Dr. Perkins dismissed the city staff at 2:00 p.m.

Mayor Harvey continued the Workshop with the City Council and discussed the City Council's Strategic Planning.

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

ADJOURNMENT

The Workshop Session of the Manor City Council Adjourned at 2:40 p.m. on Saturday, January 11, 2025.

These minutes approved by the Manor City Council on the 15th day of January 2025.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

E

I

Item 1.

S

N

T

F

J

P

Teambuilding Workshop

Identifying Preferences with the MBTI

Objectives

Item 1.

At the end of this workshop, you will



Learn about yourself, understanding where you fit in a framework that describes personality differences in positive and constructive ways.



Appreciate important differences between people and understand how different types can work together in a complementary way.

Real power & energy is generated through networks/relationships

Item 1.



Icebreaker



- Select a quote that resonates with you.
- You can discuss:
 - Why you love it
 - Why you hate it
 - What you might add
 - What you might modify or remove

What is the MBTI?

- A logical structure for understanding the differences of others
- A way to identify what is
 - Natural
 - Easy
 - Takes the least amount of energy

Ground Rules

- Confidentiality agreement – WHAT HAPPENS IN THE WORKSHOP, STAYS IN THE WORKSHOP
- Be open to differences – NO JUDGMENT/SAFE ZONE
- Contribute to an environment in which we all can learn from one another and build understanding
- Do not use it to stereotype or box others
- Speak from your own perspective
- Others?

True or False?



- The MBTI is used to identify who will be **successful in their role**
- Everyone fits **neatly** into each of the 16 personality types
- Some types are **better suited for leadership roles**
- All types have potential **strengths and blind spots**
- MBTI results are not meant to **limit or stereotype** people
- Your results can be shared with another person **without your permission**



The MBTI Preference Pairs

Item 1.

The MBTI assessment reports
your natural preferences on four pairs of opposites.

EXTRAVERSION  OR  **INTROVERSION**
Opposite ways to **direct and receive energy**

SENSING  OR  **INTUITION**
Opposite ways to **take in information**

THINKING  OR  **FEELING**
Opposite ways to **decide and come to conclusions**

JUDGING  OR  **PERCEIVING**
Opposite ways to **approach the outside world**

What are Preferences?

Item 1.

To illustrate the meaning of preferences, let's do an activity.

- Fold your arms



What are Preferences?

Item 1.

Now

- Refold your arms—this time with the other arm on top



What are Preferences?

Item 1.

1 How did it feel to fold your arms the first time

2 How about the second time? How do they compare?



Innate Predispositions

Item 1.



- We all use both sides of each pair
 - One is our natural preference
 - The other is learned
- Our innate preferences can be influenced by our environment
 - Family
 - Country
 - Education
 - And many other factors



The MBTI Preference Pairs

Item 1.

The MBTI assessment reports
your natural preferences on four pairs of opposites.

EXTRAVERSION  OR  **INTROVERSION**
Opposite ways to **direct and receive energy**

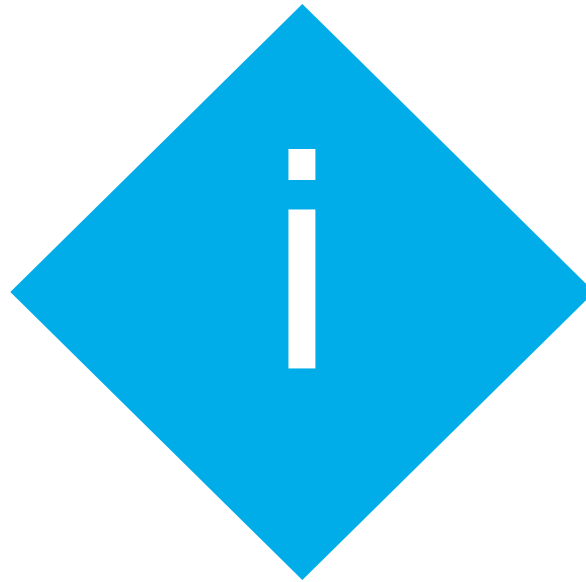
SENSING  OR  **INTUITION**
Opposite ways to **take in information**

THINKING  OR  **FEELING**
Opposite ways to **decide and come to conclusions**

JUDGING  OR  **PERCEIVING**
Opposite ways to **approach the outside world**



Extraversion (e) or Introversion (i)



Where we focus our attention and get energy



Understanding Extraversion and Introversion

Breakout Session (with those who share your preference)

Let's discuss:

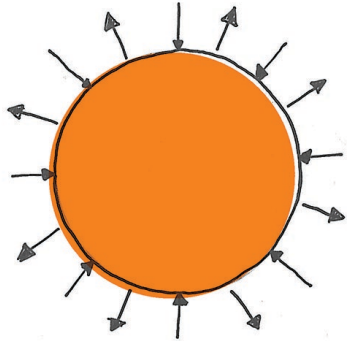
- ◆ Think of a fairly big decision that you recently made. Did you spend more time talking it out or thinking it through?
- ◆ Was your approach energizing/enjoyable?
- ◆ Can you share something you said or heard?
- ◆ 5 minutes



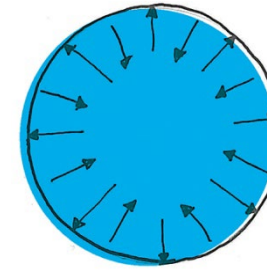


E-I Characteristics

Item 1.



- Tend to act before thinking
- Prefer to take action quickly
- Talk things through
- More expressive when interacting
- Gain energy from interaction
- Have a breadth of interests



- Tend to think before acting
- Prefer to spend time on reflection
- Think things through
- More contained when interacting
- Gain energy from concentration
- Have a depth of interests

Remember, E-I is not about sociability or social confidence.

E-I: Action vs. Reflection



- Prefer to try it out first
- Like to take action quickly
- Talk things through
- Enjoy solving problems through interaction
- Do-think-do



- Prefer to think it through first
- Like to spend time in reflection
- Think things through
- Enjoy solving problems through individual concentration
- Think-do-think

Conflict Source

Extraversion-Introversion Differences

How much should team members interact and how much discussion do we need?

- Extraverted types probably will want to discuss most issues and to arrive at decisions by thinking out loud. They want to know what everyone is thinking. Tension may result if they feel that the Introverts are purposely withholding information, which may lead the Extraverts to question the Introverts' motives or commitment.
- Introverted types probably will want to think things through before discussing them. They want to be sure where they stand before they announce a decision. They may feel constantly interrupted and unable to get their work done because they are always being called to meetings or conversations with the Extraverts.

Reflection

Item 1.

What resonates with you?

Insights for Extraversion:

- Listen more to better understand the viewpoints of others
- Allow ample time for individuals to digest new information and provide feedback
- Consider the different ways that each team member prefers recognition and feedback

Insights for Introversion:

- Allow for opportunities to brainstorm and discuss ideas with others openly
- Provide an environment in which checking in is essential
- Offer opportunities for individuals to interact with others



Sensing (s) or Intuition (n)

Item 1.



The way and kind of information we take in

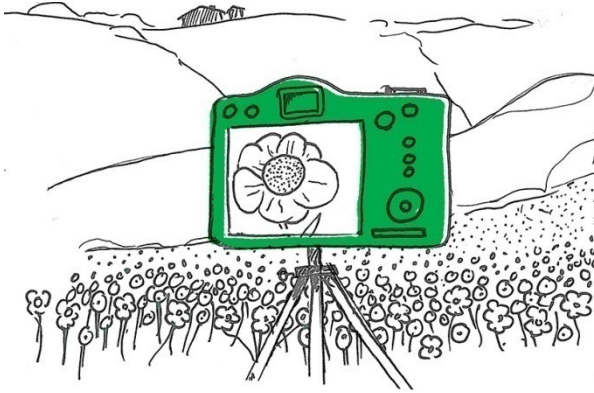


Item 1.

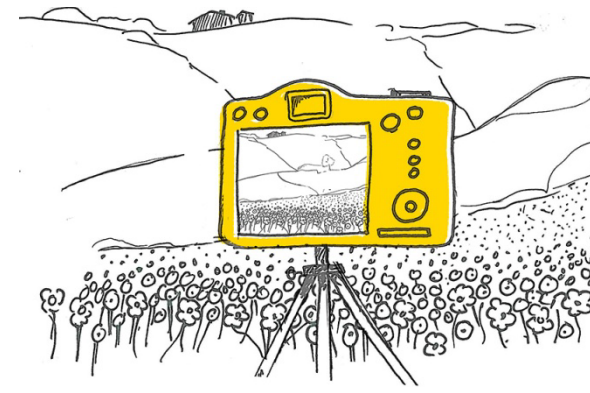


S-N Characteristics

Item 1.



- Want to know the facts
- Look at the specifics
- Adopt a realistic approach
- Focus on the here and now
- Ensure things work in practice
- Collect observations

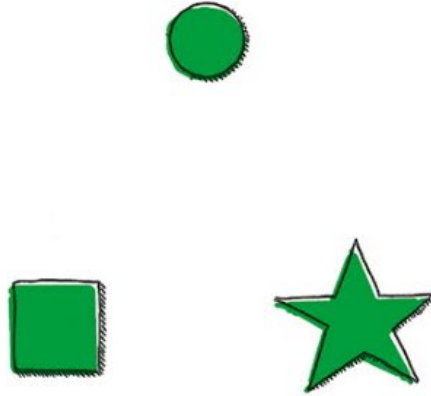


- Seek out new ideas
- Look at the bigger picture
- Adopt an imaginative approach
- Anticipate the future
- Ensure things work in theory
- Use conceptual frameworks

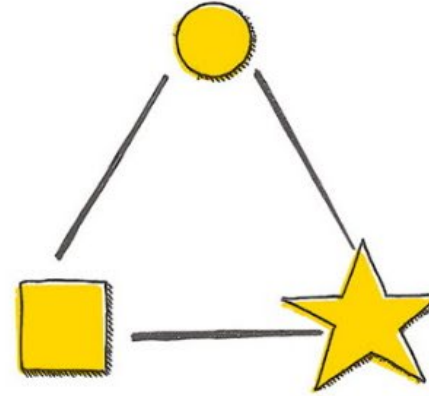
Remember, Sensing isn't 'sensitive' and Intuition isn't 'gut feel.'

S-N: What do you see?

Item 1.



- Will tend to state what is in the picture
- Are likely to state the specifics
- Will focus on what's realistic
- Focus on the here and now



- Will go beyond the picture to make associations
- Are likely to talk about the “big picture”
- Are engaged by imagination
- Anticipate the future

Conflict Source

Sensing-Intuition Differences

Should the team emphasize experience and tradition, or new opportunities and possibilities?

- Sensing types probably will want to stick close to the facts and base decisions on their experience with what has worked in the past. They may believe that most ideas from the Intuitive types are unrealistic and not worth wasting time on.

- Intuitive types likely will want to identify new opportunities and possibilities and pursue them with enthusiasm. They may feel that the Sensing types quash their ideas, and therefore their motivation, before giving them a chance.

Reflection

Item 1.

What resonates with you?

Insights for Sensing:

- Don't assume what hasn't been done before is reckless and bound to fail.
- Embrace change; be fully present in shaping it rather than becoming a victim of it.
- Avoid caging those who need the freedom to dream- rather encourage them to do so.

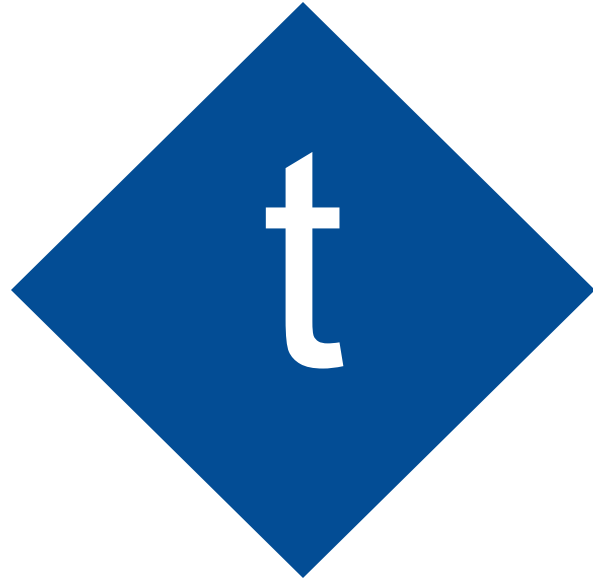
Insights for Intuition:

- Build a bridge (of details and proof) for individuals so they can connect the present reality to the future vision.
- Take the time to ensure individuals have all the data and information they need.
- Allow individuals to ask the difficult questions and communicate your gratitude for their wisdom and expertise.

Break



Thinking (t) or Feeling (f)



The way we make decisions

Understanding Thinking and Feeling

As a group, let's discuss:

- ◆ How do you go about helping someone with a problem?
- ◆ What recent example do you have?
- ◆ What outcome are you seeking when you are helping someone?



T-F Characteristics

Item 1.



- Apply logical reasoning
- Use cause and effect analysis
- Seek objective truth
- Decide using impersonal criteria
- Focus on tasks
- Provide a critique

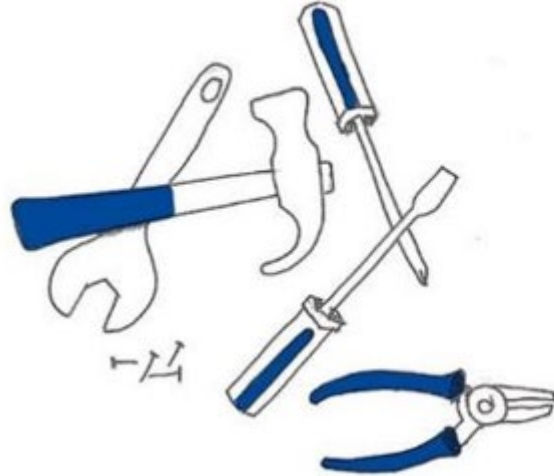


- Apply individual values
- Understand others' viewpoints
- Seek harmony
- Decide by personal circumstances
- Focus on relationships
- Offer praise

Remember, those who prefer Thinking feel and those prefer Feeling think.

T-F: Helping Style

Item 1.



- Want to help someone by fixing the problem
- Tend to look at practicalities and make a logical analysis of the situation
- Focus on tasks



- Want to help someone by being empathetic and supportive
- Tend to explore how people feel in the situation
- Focus on relationships

Conflict Source

Thinking-Feeling Differences

Should the team make decisions by objectively weighing pros and cons, or by subjectively considering values and impact on others?

- Thinking types will want to make logical decisions based on sound and agreed-on principles that can be applied fairly and evenly. They may believe that the Feeling types are playing favorites or are unwilling to make the tough decisions needed.
- Feeling types prefer to make their decisions based on values—on what is most important to them or to others. They may perceive the Thinking types as cold or uncaring.

Reflection

Item 1.

What resonates with you?

Insights for Thinking:

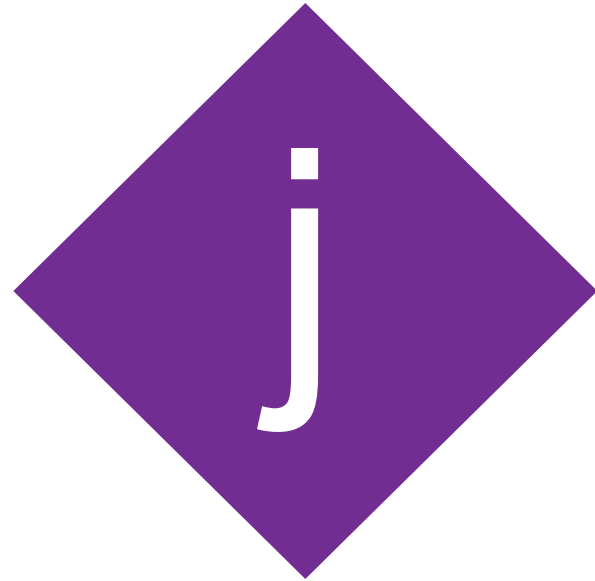
- Solicit and leverage feedback on how important decisions might affect people
- Allow for one-on-one discussions to build relationships with individuals so that they feel seen as a person

Insights for Feeling:

- Be prepared to debate with facts and concrete examples
- Allow for opportunities to look at and discuss problems logically



Judging (j) or Perceiving (p)



How we organize our external world



Understanding Judging and Perceiving

Breakout Session (with those who share your preference)

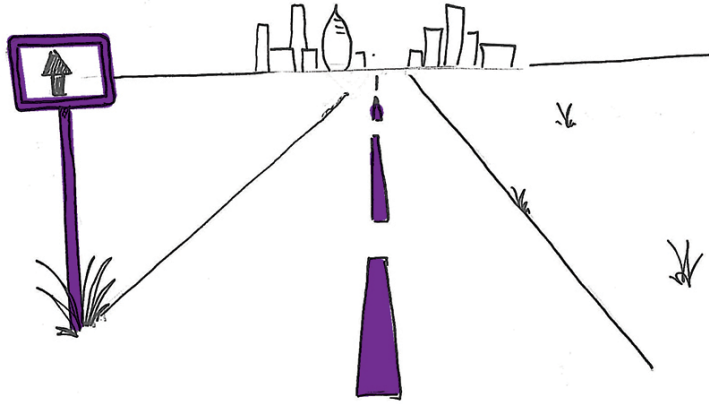
You have 30 workdays to complete a project that requires you to do 10 full days of work.

- ◆ How do you approach the project?
- ◆ What do you do first?
- ◆ How far in advance do you start working on the task or request?
- ◆ How much planning do you do?
- ◆ 10 minutes

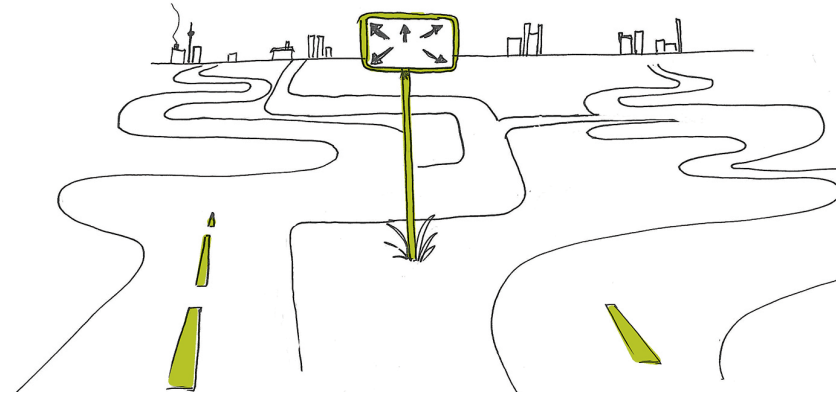




J-P Characteristics



- Like to come to closure
- Make plans
- Act in a controlled way
- Prefer to act within a structure
- Prefer to schedule activities

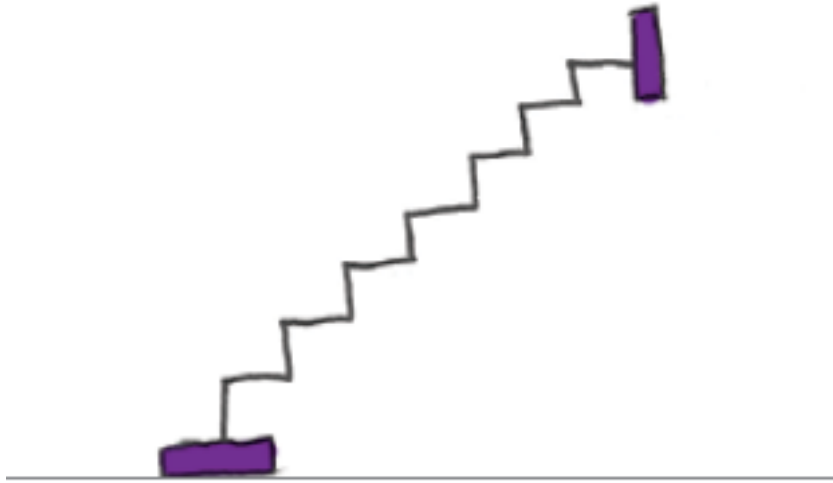


- Keep a range of choices available
- Remain flexible
- Respond to emerging information
- Prefer to go with the flow
- Prefer to be spontaneous

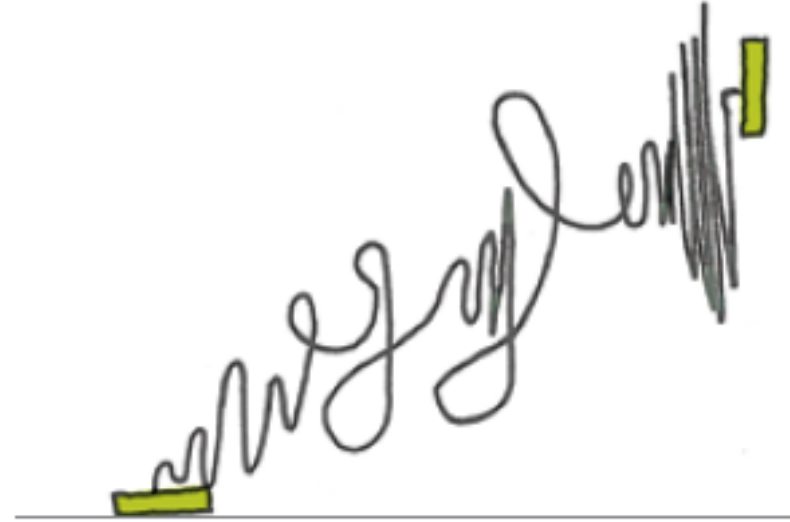
Remember, Judging isn't 'judgmental' and Perceiving isn't 'perceptive.'

J-P: Approach to Tasks and Deadlines

Item 1.



- Work in a step-by-step, steady, ordered manner to complete a task
- Plan the process from the start
- May be frustrated by changes
- May feel stressed by last-minute time pressure



- Work in an emergent, open-ended manner to complete a task
- Adapt flexibly to changes
- May feel limited by a fixed plan
- May be energized by last-minute time pressure

Conflict Source

Thinking-Feeling Differences

How much scheduling and organization do we need to accomplish our tasks? How much information does the team need to make a decision?

- Judging types will want to get things decided, organized, and scheduled right away. They like to plan the work and work the plan. They may see the Perceiving types as wishy-washy, indecisive, and unorganized.
- Perceiving types prefer to work at their own pace, which sometimes means finishing in a burst of energy at the last minute. They like to hold off on decisions to make sure they have all the necessary information. They may see the Judging types as controlling.

Reflection

Item 1.

What resonates with you?

Insights for Judging:

- Allow opportunities for individuals to experiment with ideas and feel them out along the way
- Allow opportunities for individuals to explore or research alternate pathways to an outcome
- Provide flexibility and allow for spontaneity where appropriate

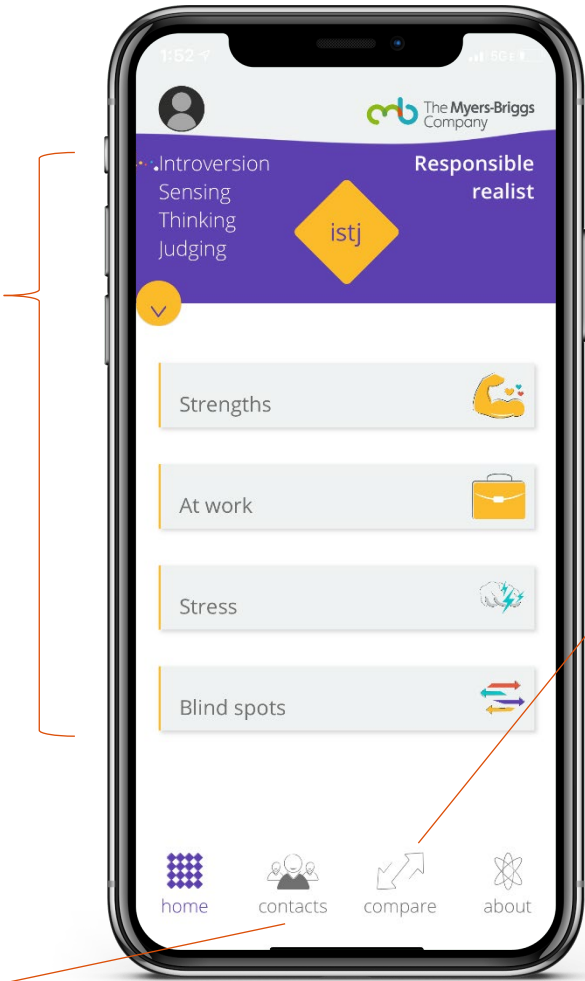
Insights for Perceiving:

- Incorporate checkpoints to monitor progress along the way
- Honor the deadlines and time commitments of others

App Overview

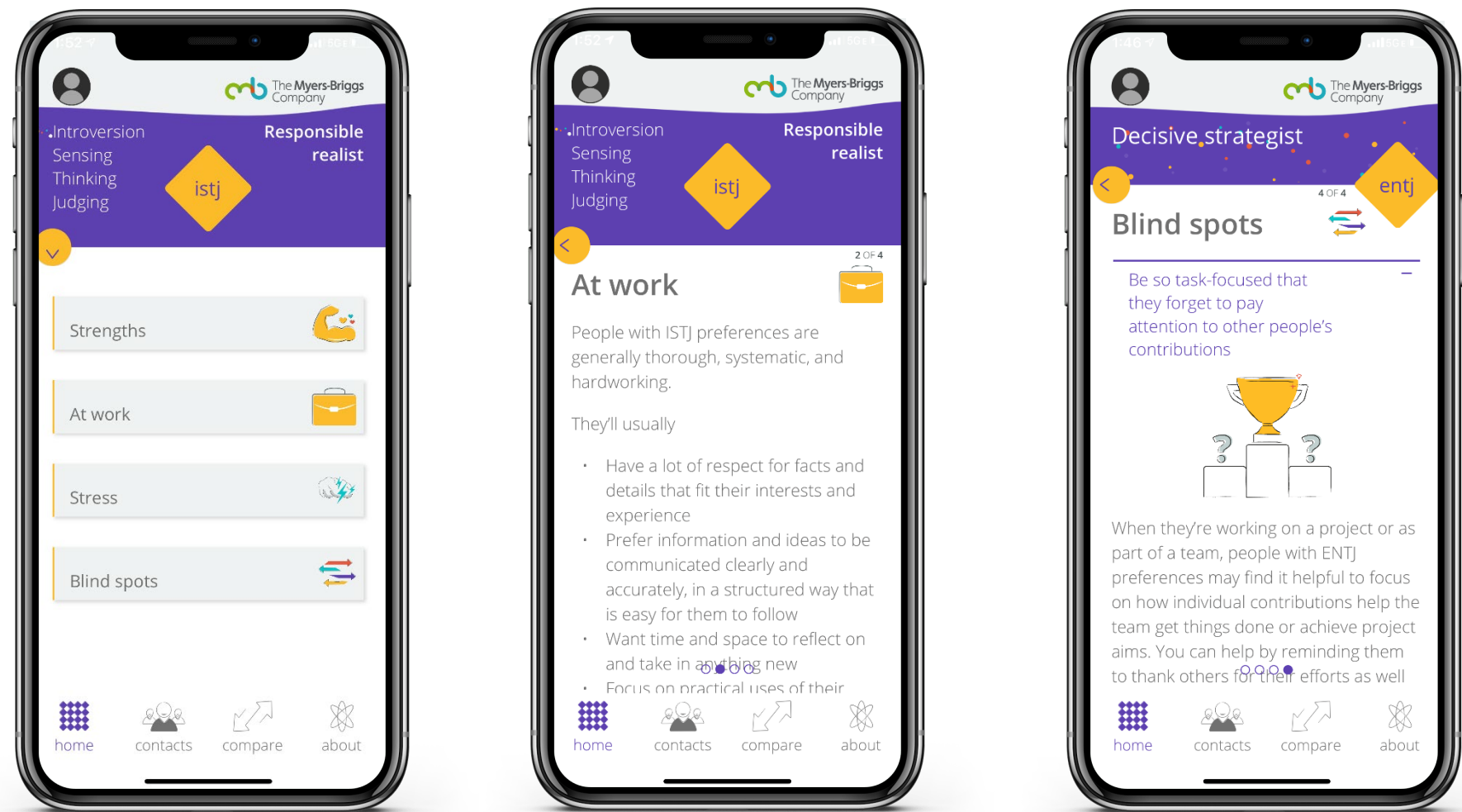
Instantly explore all 16 MBTI types anytime, anywhere

Conveniently store and look up people's types and pertinent details exactly when they're needed



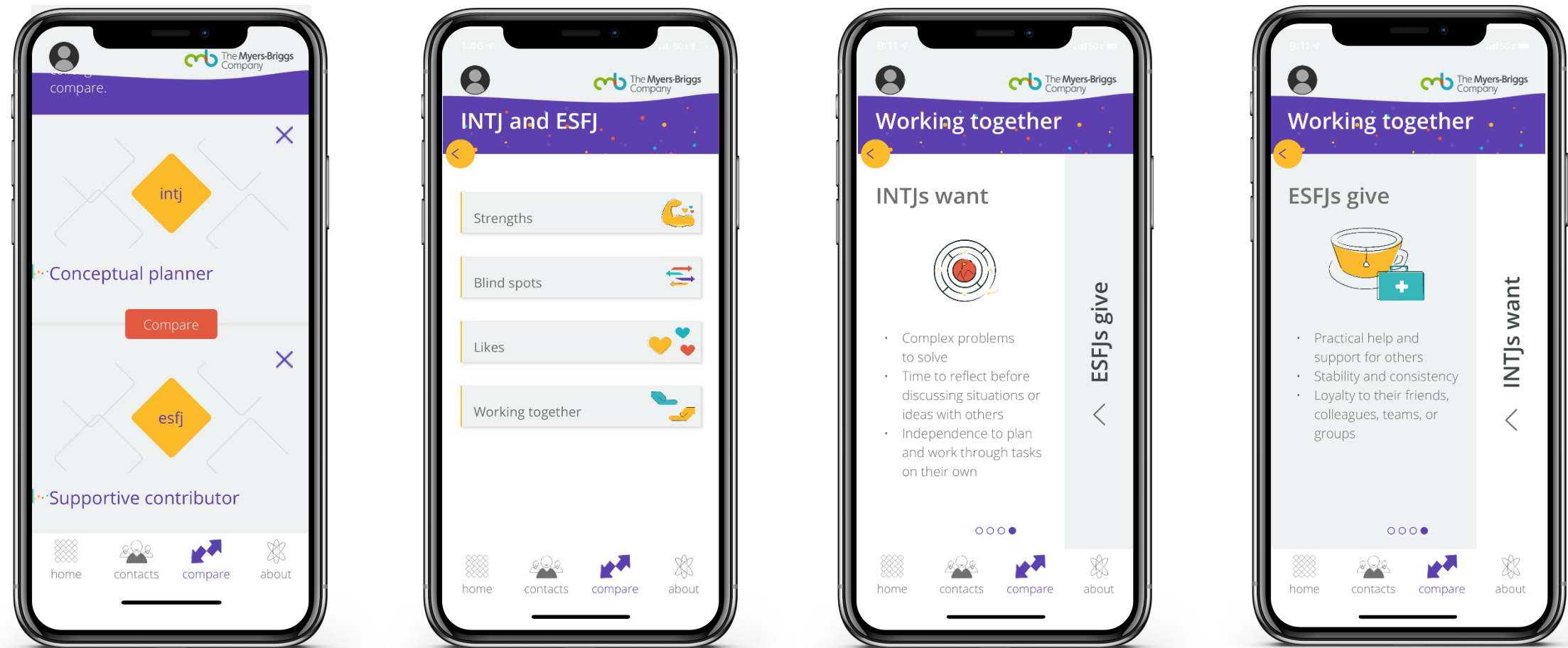
Compare any two types for actionable insights to interact more effectively with anyone

App Overview



Instantly explore all 16 MBTI types

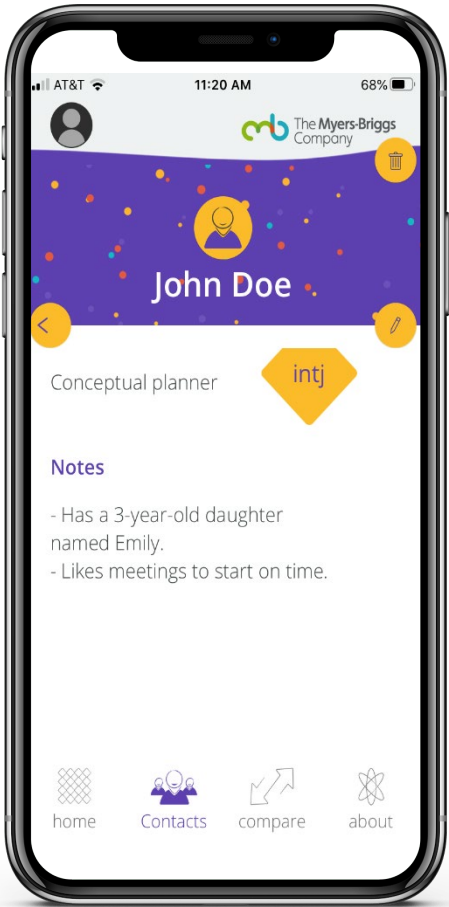
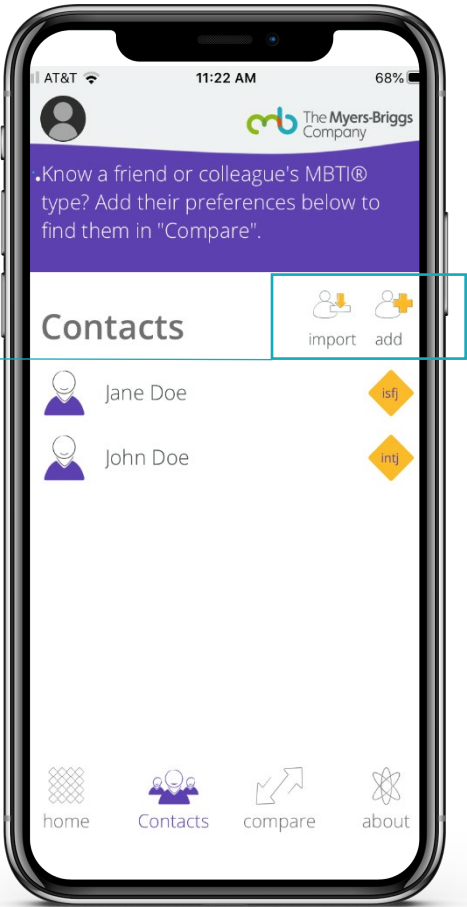
App Overview (contd.)



Compare any two types

App Overview (contd.)

Import existing contacts on the smartphone or manually add people



Store and look up people's types and personal notes

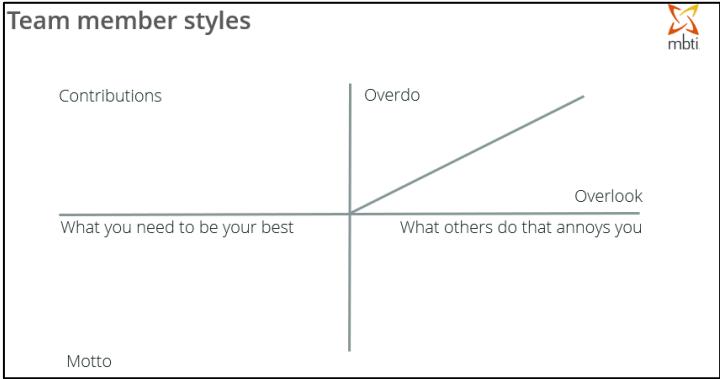


Best-Fit Type

Your “best-fit” type is the four-letter type that you think best fits you **after**:

- **Reviewed your results** with a certified MBTI practitioner
- Reviewed the **type descriptions**

Read page 4 and complete the graphic organizer in your folder.



Commitment to Action

- Create 2 commitments on the Individual Commitment to Action Form.

Top 3 actions I'll commit to	How will I do that	When I'll check in
1.		
2.		
3.		
<i>Example:</i> Speak up more during meetings rather than sharing thoughts in private.	If <u>needed</u> I'll ask for time to collect my thoughts and then share them in meetings.	In one <u>month</u> I'll check in with the team leader to see if they have any feedback.

Constructive use of difference

Isabel Myers' goal for type and the MBTI assessment:

- Becoming aware of differences
- Acknowledging the value of differences
- Practicing new behaviors, seeking out others with differences
- Incorporating different perspectives into our own processes

"By developing individual strengths, guarding against weaknesses, and appreciating the strengths of other types, life will be more amusing, more interesting, and more of a daily adventure than it could possibly be if everyone were alike."

-Isabel Briggs Myers

Support & Resources

Item 1.

Support and resources will be available, including:

- Team Profiles
- Team Survey Results
- 1:1 Feedback Sessions (review of individual reports)
- Myers-Briggs Resource Page

Thank you!



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the 2025 First Quarter City Council Committee Reports.

BACKGROUND/SUMMARY:

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

- First Quarter City Council Committee Reports.

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the 2025 first Quarter City Council Committee Reports.

Manor City Council

1st Quarterly Report

Committee: Parks and Tree Committee

Starting Date: October 1, 2024

Ending Date: December 31, 2024

Committee Members:

Sonia Wallace* & Aaron Mareno

Accomplishments

We have had several discussion on a Master Plan for our city parks. We have completed the trail lighting at Timmermann park. We have discussed park amenities at Timmermann Park and the Manor Art Park such as ping pong tables, and corn hole. We also provided the sealant for the pickets at the art park. The renovation of the pickets has been completed. We have also been offered to install a sculpture in the art park or over by Dairy Queen, where the lake and fountain are. We also went over a new fee schedule for Parks and facilities.

Challenges

Some of the challenges we are facing are the completion of a Master Plan for our parks in order to narrow down the amenities we are wanting to have. And determining what land is available for park amenities at Timmermann with the potential future projects. We also need to know if there will be any future movement of the current art park from where it is to another space.

Needs

Continue meeting with city staff to complete a parks Master plan, park lighting updates, additional parking at the parks and amenities.

We also need to figure out if we need to approach the core of engineers as far as Timmermann Park is concerned. Part committee member tour of all parts owned by the city. Also maintenance to the park at Bell Farms. Also adequate lighting for safety reasons and our parks. Discussions about possible security issues on Park grounds.

Next Quarter Goals:

To have enough information and plans to present to council.

Manor City Council

1st Quarterly Report

Committee: Community Collaborative Committee

Starting Date: October 1, 2024

Ending Date: December 31, 2024

Committee Members:

Christopher Harvey & Emily Hill

Accomplishments

This year we made head way by having a staff member attend several workshops with Austin Community College regarding a community project. We also have more people that have signed up to be on the team. Not all of them are people on our target membership list. Members of the team gave us feedback on how to work towards making Manor a learning community.

Challenges

Our biggest challenge has been recruiting members.

Needs

Team members to focus on targeted recruitment. Note taker.

Next Quarter Goals:

Participation with Central Texas Learning Festival and membership recruitment

Manor City Council

1st Quarterly Report

Committee: Economic Development Committee

Starting Date: October 1, 2024

Ending Date: December 31, 2024

Committee Members:

Christopher Harvey & Anne Weir

Accomplishments

We proposed the Manor Town Square Development. Groundbreaking ceremony for HEB and Manor Crossing development. We approved the downtown redevelopment plan. We also created a tax incremental reinvestment zone (TIRZ) for the downtown plan. This will help generate \$40,000,000 in infrastructure investment.

Challenges

Our biggest challenge is still trying to make an impact without full control of our sales taxes.

We don't have a 4A or 4B.

We don't have utilities in some of the areas we want to develop.

Some developers want to annex into Manor but they are in the Austin ETJ. We are trying to convince Austin City Council to vote to approve ETJ landowners to leave the Austin ETJ for the Manor ETJ; so we don't have issues if the recent laws are repealed.

Needs

We need to review the budget and finances and see what type of investments can be made to have a big impact for the city. I want to also start exploring and researching incubators and how we can ensure we create 2-3 space for incubators in the next 10 years.

We need to work with capital improvement committee to ensure the wastewater and water improvements will support our economic goals.

Next Quarter Goals:

Next quarter we will be working on the following projects:

Downtown TIRZ #2

Manor Town Square Project

Reviewing East Manor Development #1 feasibility study

Manor City Council

1st Quarterly Report

Committee: PID Committee

Starting Date: October 1, 2024

Ending Date: December 31, 2024

Committee Members:

Aaron Moreno* & Anne Weir

Accomplishments

Met with assistant city attorney Veronica Rivera, Scott Moore, and Las Entrada PID representatives to go over updates of what was been accomplished and what else needs to be done.

Challenges

Coordinate with committee and PIDS to schedule next meetings.

Needs

Need to meet with committee to go over and set properties and present to council.

Next Quarter Goals:

Report back to council on an update with these PIDS and any other new ones.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- December 2024 City Council Monthly Reports

STAFF RECOMMENDATION:

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

Manor City Council

Monthly Report

Name: Dr Christopher Harvey Place/Position Mayor

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

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council	4, 18	Regular council meetings
Workshop	18	Discussion around TIRZ #2
Special Session	26	Canvas Dec. 14 Election

Other Meetings

Type of Meeting	Date	Description
Mayor's Ball	12	Event to recognize leaders in the community, volunteers, donors, sponsors, and city staff
YAC Interviews	9, 11	Interviewing youth from the community for commissioner positions on the Youth Advisory Council
Faith Based Leadership Meeting	19	During the October 2024 tragedy I was asked to join some members of the community in prayer. After that evening's event, we talked about forming a faith-based initiative to improve the climate and safety in our city.

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Community Collaborative	Y			Canceled for Christmas
Economic	Y	19		End of the year summary and discussions about upcoming year

Other

Type	Date	Description

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

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
Samsung	3	Reception and networking with Samsung executives from South Korea. Talked with Taylor City Council and Samsung liaison about FM 973 highway plans.
Next Level Community Church	29	Discussion about how to move the city forward through volunteerism and working with community churches.

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

TIER 4

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

Regional Meetings

Group Name	Date	Description
TML Workshop	12	Empowering your City: Effective Advocacy at the Legislature TML Webinar

Other

Type of Meeting	Date	Description

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

Manor City Council

Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

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

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	12/4/2024	City Council regular scheduled meeting
City Council Meeting	12/18/24	City Council regular scheduled meeting

Other Meetings

Type of Meeting	Date	Description
City Council Workshop	12/18/24	TIRZ #2
City Council Special Session	12/26/24	Canvass

Other

Type	Date	Description

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description
TML Region 10 Board Meeting	12/11/24	Executive board only

Community Meetings (minimum of 2)

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

Other

Type	Date	Description

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

Manor City Council Monthly Report

Name: ANNE WEIR Place/Position CITY COUNCIL PL. 2

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

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
REGULAR CITY COUNCIL MEETING	Dec 4, 2024	TO DISCUSS LOCAL ISSUES, POLICIES AND ORDINANCES AFFECTING THE COMMUNITY
REGULAR CITY COUNCIL MEETING	Dec. 18, 2024	MEETING TO DISCUSS ZONING CHANGES, LAND DEVELOPMENT PROPOSALS ETC.

Other Meetings

Type of Meeting	Date	Description

Other

Type	Date	Description
MAYOR'S BALL	Dec. 12, 2024	EVENT CELEBRATING COMMUNITY NON-PROFITS & VARIOUS STAKEHOLDER THEY UPLIFT THE MAJOR COMMUNITY

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
PID COMMITTEE MEETING	No	DEC. 11, 2024		TO DISCUSS ASSESSMENTS AND PROPERTIES WITHIN THE CITY
CITY COUNCIL TIER 2 No 2 WORKSHOP	No	DEC. 18, 2024		TO DISCUSS TAXABLE VALUES OF PROPERTY IN MANOR

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

Other

Type	Date	Description
Holiday in Manor	Dec. 21, 2024	COMMUNITY CELEBRATION WELCOMING THE HOLIDAY
MANOR WELLNESS ALLIANCE	DEC. 19, 2024	MEETING TO PLAN FOR THE 2025 CLINIC OPENINGS & HEALTH PROJECTS

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

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

Manor City Council

Monthly Report

Name **Maria Amezcua** Place/Position **Place 3**

Start Date: **December 1st, 2024** End Date: **December 31st, 2024**








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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Dates	Notes
Regular Scheduled City Council Meetings	12/04/2024 12/16/2024 12/16/2024	Regular Scheduled Meeting City Council Workshop Regular Scheduled Meeting
Special Called Council Meetings	12/26/2024	Special Called Session
MHPFC		
Tax Increment Reinvestment Zone (TIRZ)		
Public Improvement District (PID)		

Meeting	Date	Time	Agenda	HTML Agenda
City Council Called Special Session - Canvass	12/26/2024	12:00 PM		
City Council Regular Meeting	12/18/2024	7:00 PM		
City Council Workshop	12/18/2024	6:00 PM		
City Council Regular Meeting	12/4/2024	7:00 PM		

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

Manor City Council

Monthly Report

Name: Sonia Wallace Place/Position Council member 4

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

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular meeting	12/4 & 12/18	
Workshop	12/18	

Other Meetings

Type of Meeting	Date	Description
Mayors Ball	12/12	

Other

Type	Date	Description
Chamber of Commerce luncheon	12/12	

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
MYAC interviews	No	12/9 & 12/11		Safety at Bell Farms Park as well as new taser demonstration, animal control, and police station Needs

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

Other

Type	Date	Description

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

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

Manor City Council

Monthly Report

Name: Aaron Moreno Place/Position Council member Place 5

Start Date: 012/01/24 End Date: 12/31/24

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City council regular meeting	12/4/24	Attended the regular city council meeting
City council regular meeting	12/18/24	Attended the regular city council meeting
City council special session	12/26/24	Attended the city council special session to canvass votes.

Other Meetings

Type of Meeting	Date	Description
City council workshop	12/18/24	Attended the TIRZ workshop

Other

Type	Date	Description
MYAC Commissioner orientation	12/3/24	Attended the MYAC orientation for new commissioners
MYAC Commissioner interview	12/11/24	Attended the final MYAC interview.

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
PID Committee	YES	12/11/24		Attended the PID committee for Las Entradas PID update.

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

Other

Type	Date	Description

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

Manor City Council Monthly Report

Name: Deja Hill Place/Position Place 6

Start Date: 12/1/2024 End Date: 12/31/24

Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Meeting	4 th & 18 th	Regular council meetings,
Workshop	18 th	TIRZ Workshop
Canvassing	26 th	Post election swearing in ceremony

Other Meetings

Type of Meeting	Date	Description
Developer Meeting	8 th	Meeting with developers to discuss land development options

Other

Type	Date	Description

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- Finance – Belen Peña, Finance Director
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Chris McKenzie, Interim Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Michael Burrell, Interim Development Services Director
- Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court – Sofi Duran, Court Administrator
- Public Works – Matt Woodard, Director of Public Works
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

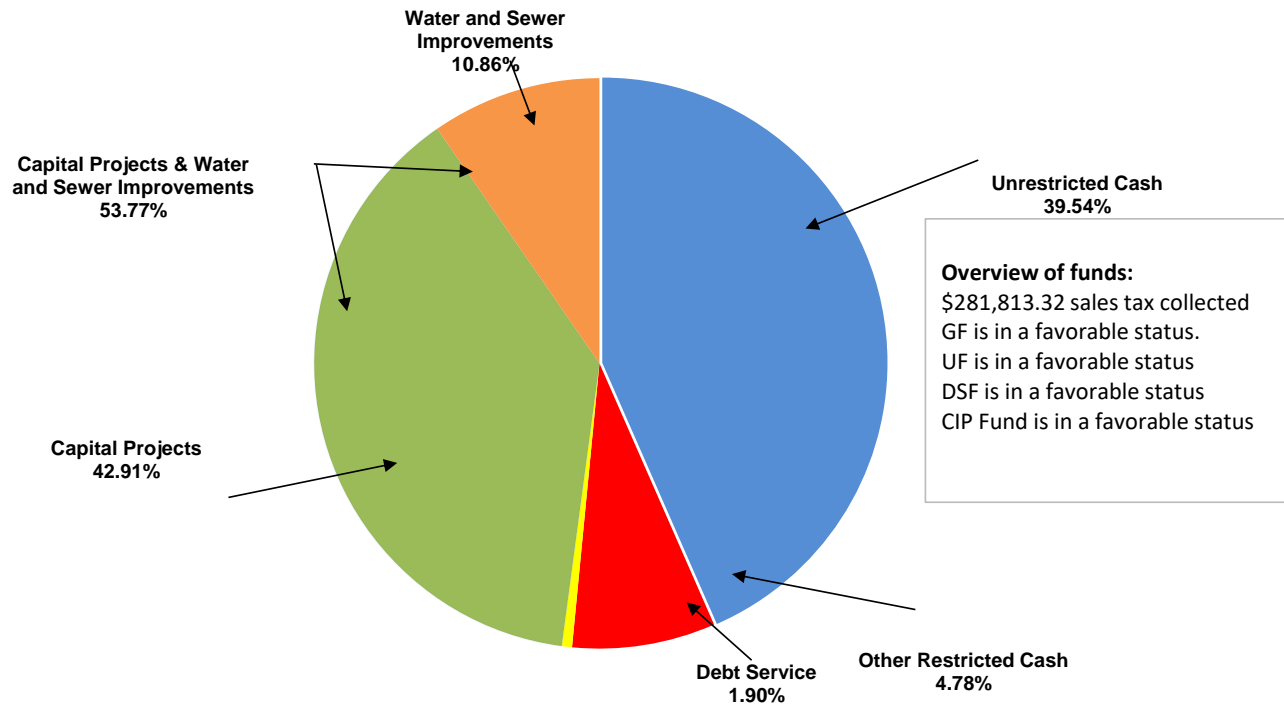
- December 2024 Department Monthly Reports

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the December 2024 Departmental Reports.

CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
 As Of December 2024

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	31,369,569	14,276,503				45,646,072
Restricted:						
Tourism				735,586		735,586
Court security and technology	71,985					71,985
Rose Hill PID				309,778		309,778
Manor Heights TIRZ				126,219		126,219
Lagos PID				1,718,258		1,718,258
Entrada Glen PID				3,940,066		3,940,066
Customer Deposits		956,287				956,287
Park	672,588					672,588
Debt service			611,234			611,234
Capital Projects					40,214,876	40,214,876
Water and sewer improvements				10,124,237		10,124,237
TOTAL CASH AND INVESTMENTS	\$ 32,114,142	\$ 15,232,790	\$ 611,234	\$ 16,954,144	\$ 40,214,876	\$ 105,127,186





Manor Police Department

Monthly Report December 2024



Manor Police Department By The Numbers



1669

Number of calls for
service

54

Average calls per day



Total Training Hours

207



Mental Health Calls

17



Juvenile Detentions

13

* Includes academy training hours

Interactions

**7**

Community Events

3

Hosted Events

4

External Events

**0:04:01**

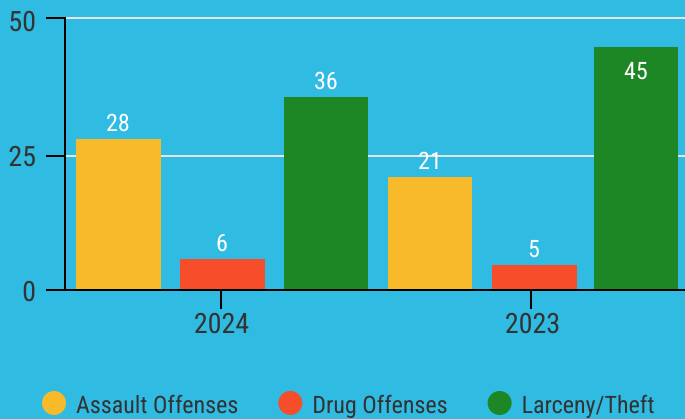
Average response time

**2.5**The average number of people
an officer interacts with per
call.**1.67**The average number of people
an officer interacts with per
stop.**4,173**The estimated number
people officers interact
with on calls alone.**1,082**The estimated number
people officers interact
with on stops alone.**5,255**The estimated number
people officers interact
with total.

Criminal Offenses

National Incident Based Reporting System

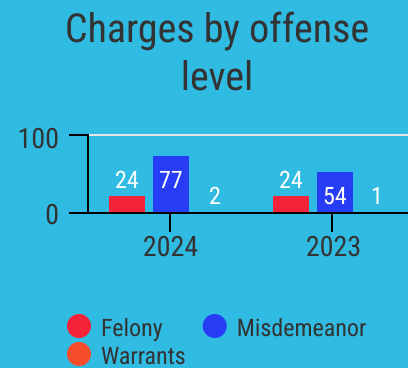
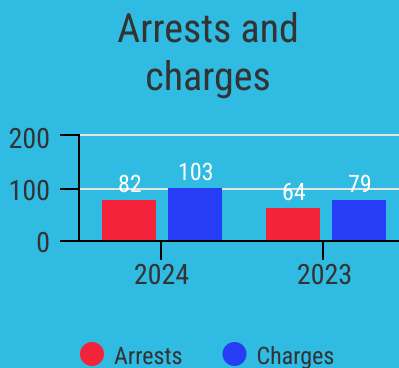
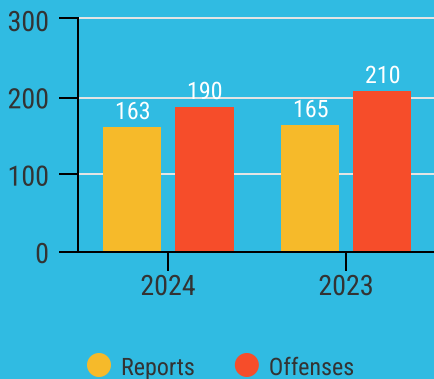
Offense Comparison



Offense Group	2024	2023
Group A	87*	113*
Group B	54*	36*

Crime Type	2024	2023
Persons	27	24
Property	41	64
Fraud	1	2
Crimes against Children	5	1
Other	116	119

Incident Reports, Total Offenses, and Arrests



*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.

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

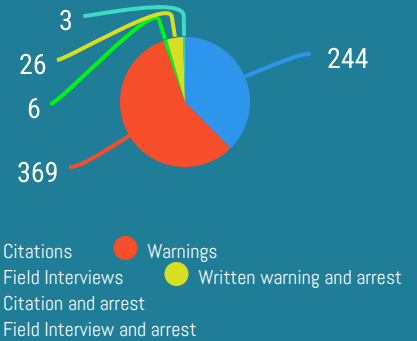
*Excludes traffic citations, warnings and arrests

Traffic Enforcement Analysis



648

Total traffic stops
conducted



29

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. 4.48% of all stops resulted in an arrest



53 searches out of 648 stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 8.18% of all stops resulted in a search

CONTRABAND

15

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 28% of searches produced contraband

STEP - Selective Traffic Enforcement Program



87

**Total traffic stops
conducted during STEP**

Texas has lost at least one person every day on Texas roads since Nov. 7, 2000. Officers concentrate traffic enforcement in selected areas where a high number of collisions occur. Enforcement activity targets specific violations to include speeding, seatbelts, intersection, distracted driving, DWIs, and CMV.



72

Citations

81

Warnings

3

Arrests

Enforcement activity is designed to reduce the number of collisions on Texas roadways by gain voluntary compliance to traffic safety laws.



40.55

**Total Hours
Worked**



\$2,415.00

**TxDOT
Reimbursement**

Traffic Enforcement Analysis



Crashes & DWI

**Responded to
91**

**2
Involving Alcohol
or Drugs**

**34
DWI
Arrests**

DWI Arrests by the numbers*

LEADRS
Law Enforcement Advanced
Data Reporting System

Manor Police Department DWI Profile - December 2024





Travis County Emergency Services District No.12

Item 4.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – December 2024

Calls - Month

2024 - 460 (+4.3%)

2023 - 441 (-12.6%)

2022 - 505

Eng1201 - 167

Eng1202 - 85

Bat1201 – 23

SQ1203 – 210

SQ1205 – 65

Calls by Unit

SQ1201 - 0

Trk1203 - 94

FMO1201 – 2,

163 call reviews

Calls - CYTD

2024 - 5216 (+4.4%)

2023 - 4993 (+1.0%)

2022 - 4940

AVG Response Time - Month

8 min, 37 sec

AVG Response Time - CYTD

9 min, 13 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	2	5	47	42
Bastrop Co. ESDs	1	0	2	5
BT1/ESD 13	0	2	0	5
Elgin VFD	0	0	0	1
TC ESD 2	5	8	57	110
TC ESD 11	0	0	35	4
TC ESD 10/9/6/3	0	0	2	0
WILCO Dept's	0	0	0	2
-----	-----	-----	-----	-----
TOTAL	8	15	143	169

Incident by Type

100 Fire.....	86	200 Rupture/Explosion...	0	300 EMS/Rescue	315
400 Hazardous Condition.	10	500 Service Call.....	26	600 Good Intent.	7
700 False Calls.....	16	900 Other.....	0	800 Nat. Disaster	0

Training and Events

- Quarterly Drill – Pittsburgh Drill
- Fire Rescue 1 Academy training
- Holiday in Manor event
- District Safety Comm. Meeting
- District Headquarters / Station 1204 groundbreaking

Awards and Recognition

- DFM. Carlson 10yrs.
- LT. Ruiz 7yrs. Axe presentation



Travis County Emergency Services District No.12

Item 4.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

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Operational/Prevention Summary – December 2024

Prevention Division Activities (ESD/CoM)

Builder | Developer Mtgs.....3 (1/2)
Building Permits & Tenant Finish Outs...5 (2/3)
Plan Reviews.....43 (17/26)
Residential Inspections.....0 (0/0)
Commercial Inspections.....72 (41/31)
Investigation Responses.....3 (2/1)
Hydrant Inspections/Tests.....5 (0/5)

Review Turn-Around (AVG last 30 days) 8 days

Snapshot of Approved Buildings

- 11 Building Apartment Complex on Tower Rd
- 2 Tenant modifications of existing structures (medical offices and a commercial warehouse)



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: January 15, 2025

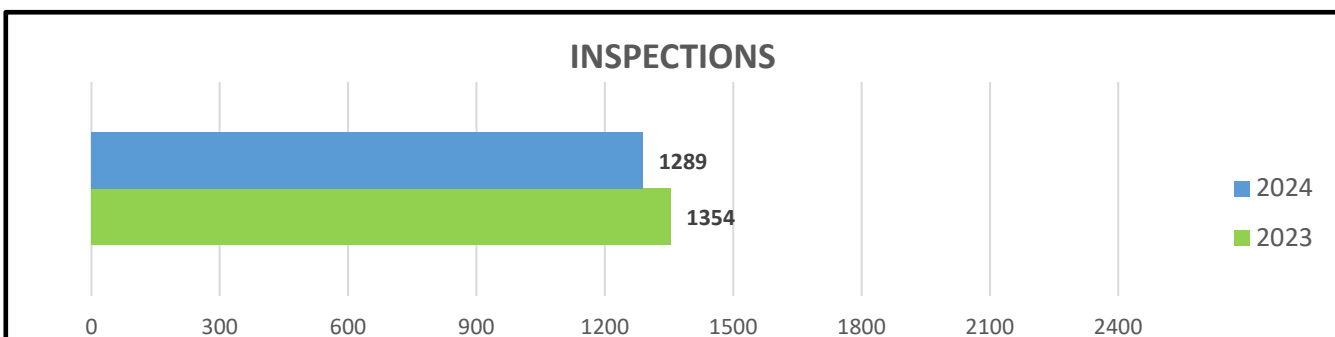
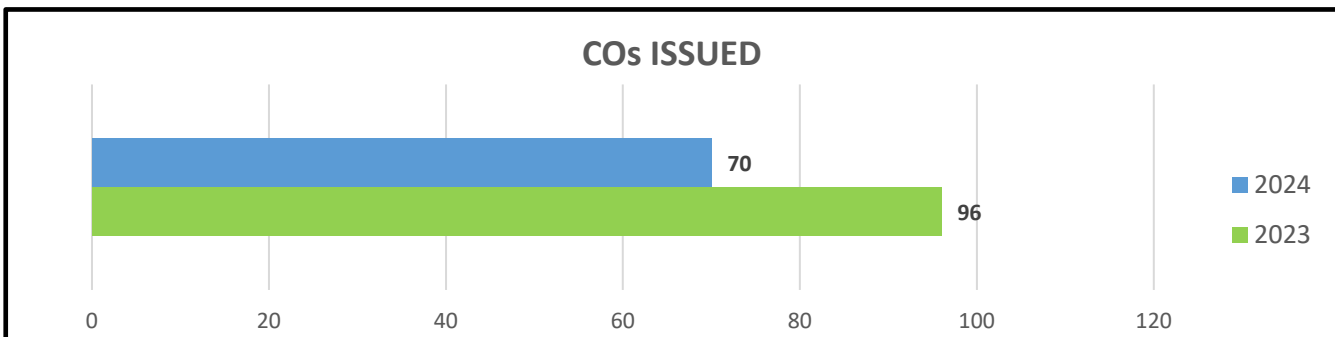
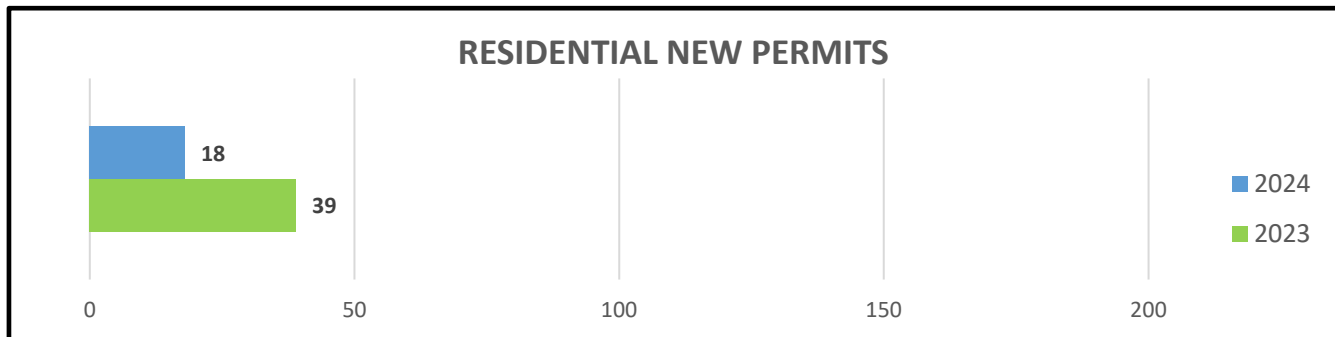
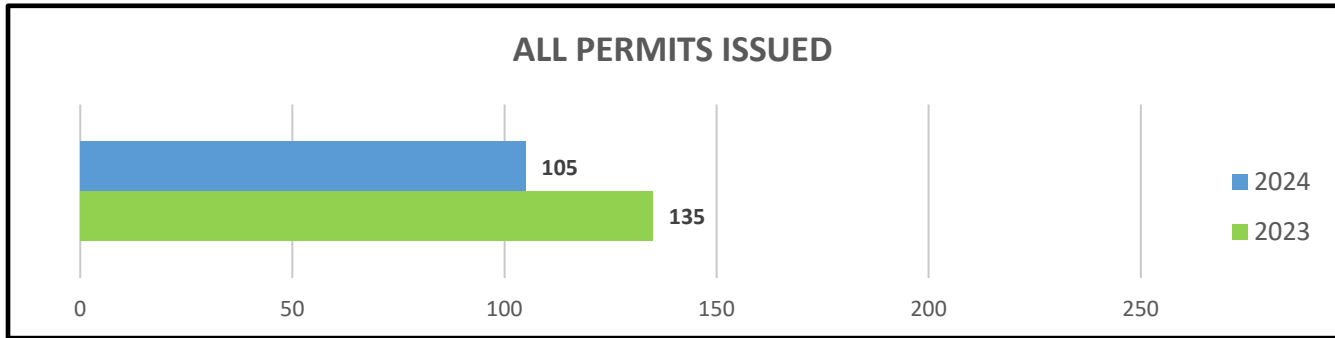
RE: **December 14 to Jan 11 Economic Development Department Activity**

- Council approved Letter of Intent for the potential purchase of 8.43 acres of the 84.3 acre Ginsel Tract in the Manor Town Square planned development for future City Hall/Library project and authorized negotiation of a Purchase and Sale Agreement;
- Working with Shenandoah Development Group on Manor Town Square to assist with a PID, PUD, Development Agreement, on-site and off-site development, and potential P3 negotiations;
- Discussions and negotiations involving Project Maroon and 380 Agreement; discussions and negotiation involving Dalfen Industrial and Manor Downs property annexation and Chapter 380 Agreement;
- Discussions with health care consultant for potential hospital development; setting meeting with data center developer;
- Working with legal firm in Houston on city logo trademark;
- Met with Patel Group re: large commercial and residential land investment interest; met with ATX Capital re: procurement of land for development; met with Kumar Savitala re: 67.5 acres north of City's 236 acres and land development/utilities negotiations; followed up with Sansone Group on negotiations re: Zalaram 52 acre tract;
- TransPak grand opening, EightyOne 10 Blue Goose Apartments grand opening;
- Attended Williamson County Growth Summit: Round Rock;
- Attended Opportunity Austin retirement party for Charisse Bodish (SVP);
- Hosted Manor Economic Development Committee meeting;
- Attended 2 City Council Meetings, 1 City Council Workshop, 1 Manor Chamber meeting; 3 City Staff Meetings.



December 2024

DEPARTMENT OF DEVELOPMENT SERVICES
MICHAEL BURRELL, INTERIM DIRECTOR



*Charts displayed at different scales

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

December 1-31, 2024

Description	Projects	Valuation	Fees	Detail
Commercial / Education				
Accessory (C)	1	\$43,842.00	\$760.00	
Electrical (C)	1	\$60,000.00	\$513.00	
New (C)	1	\$18,384,740.00	\$197,304.00	HEB Grocery
Remodel/Repair (C)	1	\$150,000.00	\$5,192.00	Action Behavior Centers
Sign (C)	6	\$138,213.61	\$2,719.50	
Sign (E)	2	\$10,571.94	\$609.00	
Totals	12	\$18,787,367.55	\$207,097.50	
Residential				
Accessory (R)	1	\$20,000.00	\$213.00	
Demolition (R)	2	\$18,000.00	\$246.00	
Electrical (R)	1	\$6,500.00	\$138.00	
Foundation Repair (R)	7	\$113,127.00	\$861.00	
Irrigation (R)	59	\$140,539.48	\$8,142.00	
Mechanical-HVAC (R)	2	\$25,908.00	\$276.00	
New (R)	18	\$5,896,444.10	\$188,025.00	
Plumbing (R)	2	\$20,200.00	\$276.00	
Remodel/Repair (R)	1	\$500.00	\$263.00	
Totals	93	\$6,241,218.58	\$198,440.00	
Grand Totals	105	\$25,028,586.13	\$405,537.50	

Total Temporary Certificate of Occupancies Issued: 12

Total Certificate of Occupancies Issued: 70

Total Inspections(Comm & Res): 1,289

Michael Burrell, Development Services Interim Director





**People. Principles.
Purpose. Partnerships.**

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To: Mayor and City Council Members
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Date: January 15, 2024
RE: **Community Development Department December Report**

DECEMBER EVENTS

Mayor's Ball

Thurs., December 12, 2024 from 6pm to 10pm

Location: The Grand Lady, 19704 Hogeye Rd, Manor, TX 78653

Description: Manor will be recognizing city staff and community leaders who have made a difference in our community in fiscal years 2022-2023 & 2023-2024.

See Mayor's Ball's After-Action Report for more details

Holiday in Manor

Saturday, December 21, 2024 from 12pm to 8pm

East Manor Development No. 1, 15317 Us Hwy 290 E. Manor TX

Description: Holiday in the Park is a fun, family-friendly, free event presented by the City of Manor. There will be holiday games, crafts, food trucks, live music, vendors, ice skating, winter rides, photos with Santa & Mrs. Claus, and more

**Reschedule due to weather*

Estimated Number of attendees = 2.6K

See Holiday in Manor's After-Action Report for more details

UPCOMING EVENTS

MLK Day

Monday, January 20, 2025 from 9:00am to 11:00am

Jennie Lane Park, 102 E Rector St, Manor, TX

Description: The City of Manor honors Martin Luther King Jr. Day with a meaningful ceremony that includes a march from City Hall to Jennie Lane Park. The event celebrates Dr. King's legacy of equality, justice, and nonviolence, featuring speeches, performances, and community



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reflections. Local leaders and residents come together to commemorate his values of unity and service.

COMMUNITY COLLABORATION

- Virtual Central Texas Learning Festival's Launch and Marketing Meeting – December 10th
- Keep Manor Beautiful Board Meeting – December 13th
- Virtual Central Texas Learning Festival's Launch and Marketing Meeting – December 16th
- Virtual Central Texas Learning Festival's Launch and Marketing Meeting – December 17th
- Keep Manor Beautiful Board Meeting – December 20th

COUNCIL & COMMITTEE MEETINGS

- City Council Meeting – December 4th
- City Council Workshop – December 18th
- City Council Meeting – December 18th
- City Council Workshop – December 26th

OTHER MEETINGS

- Staff weekly meetings
- Event team meeting and walkthrough for Holiday events – December 2nd
- City Website System Admin 1 Training with Amanda Felber from CivicPlus – December 2nd
- Event Meeting with Joe from Magic Display for the Holiday event – December 3rd
- Supplies shopping for the Holiday event – December 3rd
- Work on rescheduling the Holiday in Manor Event and canceling the Christmas Tree Lighting due to weather.
- Push out all the marketing for the Holiday in Manor Event and cancel the Christmas Tree Lighting due to weather.
- City Website Basic User 1 Training with Amanda Felber from CivicPlus – December 3rd
- City Website System Admin 2 Training with Amanda Felber from CivicPlus – December 4th



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- City Website Basic User 2 Training with Amanda Felber from CivicPlus – December 4th
- City Website Work Session with Amanda Felber from CivicPlus – December 4th
- City Website Specific Modules Training with Amanda Felber from CivicPlus – December 5th
- Consultation and Discuss about Property Data with Ron Bertasi – December 5th
- City Website Work Session with Amanda Felber from CivicPlus – December 9th
- Consultation with Lone Star Draft about the Mayor's Ball the bar – December 9th
- Consultation and Strategy Session with Sophie Zinn from Go Vocal – December 18th
- City Website Launch Confirmation Meeting with Alison Hill from CivicPlus – December 18th
- Consultation with Maria Vasquez from SiCoustics – December 19th
- EMD#1 Site Visit with XL Event Lab Planners – December 19th
- Park Tours – December 30th

MANOR YOUTH ADVISORY COMMISSION (MYAC) – COMMUNITY PROGRAMS AND ENGAGEMENT

- Past Meetings, Events, Workshops, Training, & Initiatives
 - Commissioners' Orientation – December 3rd from 8:00 AM to 9:30 AM
Manor New Tech Middle School,
12116 Joyce Turner Dr, Manor, TX 78653
Total Attendees = 6
 - Commissioners' Orientation – December 3rd from 5:30 PM to 6:30 PM
Manor City Council Chambers
105 E Eggleston St, Manor, TX 78653
Total Attendees = 5
 - Commissioners' Interview 1
December 9th from 5:30 PM to 7:30 PM
Manor City Hall
105 E Eggleston St, Manor, TX 78653
Total Interviews = 2
 - Commissioner Interview 2
December 11th from 5:30 PM to 7:30 PM
Manor City Hall

MEMO

105 E Eggleston St, Manor, TX 78653

Total Interviews = 3

- Commissioners Swear-In – Wednesday, December 18, 2025

Total Commissioners Swear-In = 5

- Farina L. Chandio – 10th Grade, Manor Early College H.S.
- Jemima K. Ntoupap – 8th Grade, Manor New Tech M.S.
- Ameerah A. Hill – 10th Grade, Manor Early College H.S.
- Cami B. Wilton – 10th Grade, Manor New Tech H.S.
- Cassius J. Williams – 9th Grade, Manor High School

- Manor YAC Official Regular Meeting – December 18th

- December Membership Numbers = 13

- 8th – 7
- 9th – 1
- 10th – 4
- 11th – 1
- 12th – 0

- Upcoming Meetings, Events, Workshops, Training, & Initiatives

- TML Youth Summit 2025 at Beaumont TX – January 31st to February 2nd

MANOR BIZ 101

- December Report

- Page Traffic = 215
- Total Accounts = 8
- New Account = 0
- Completed Applications Received = 0



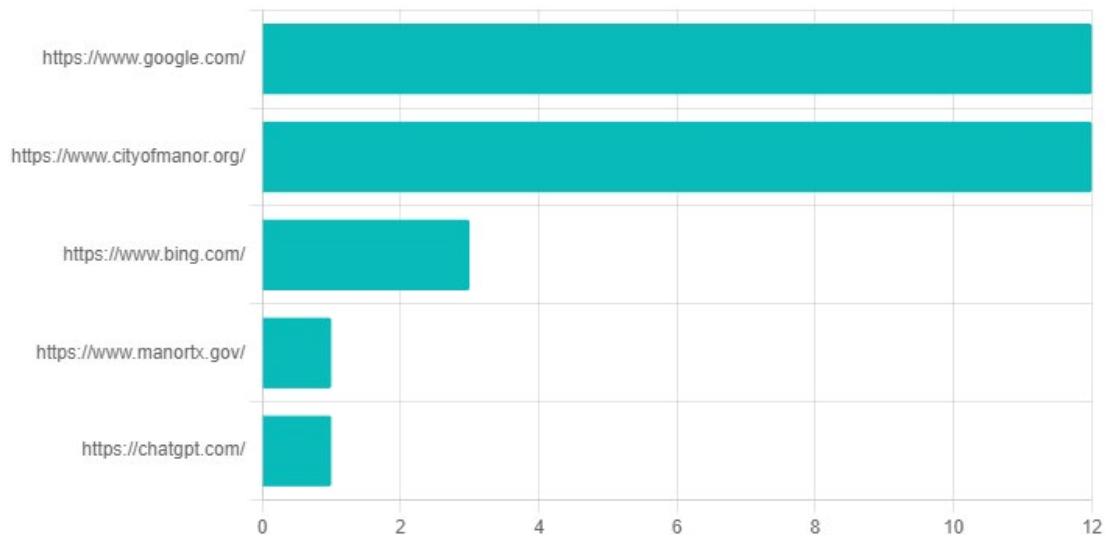
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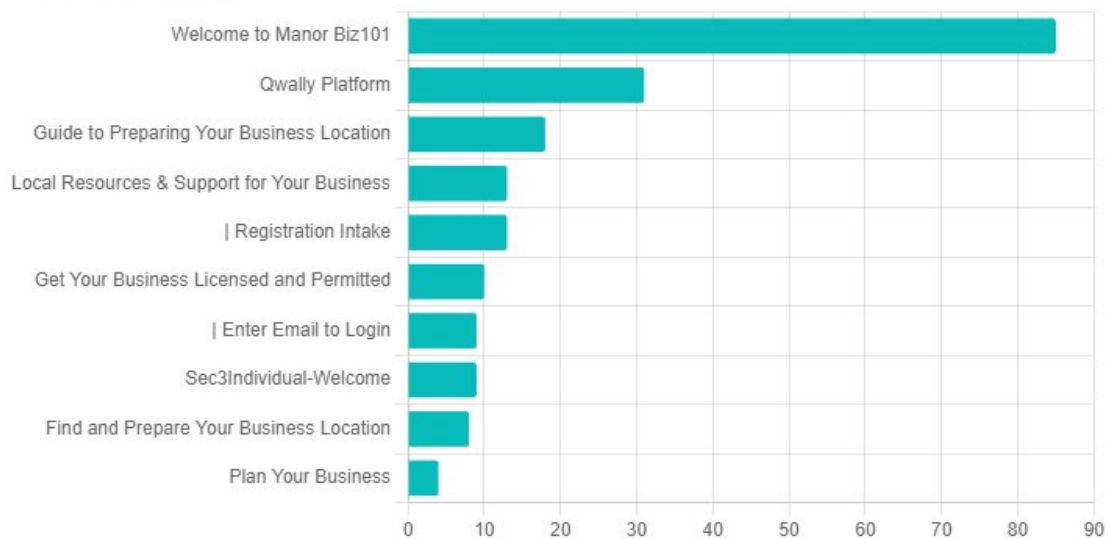
Item 4.

- Staff Action = 0

Top Referral Sources



Top Pages Viewed





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OTHER

- Weekly city social media maintenance
- Create marketing materials for social media posts for the city
- Weekly content scheduling for:
 - ManorApp (GoGov)
 - Nextdoor
 - Facebook
 - Instagram
 - All Events websites
- Processing and management of Manor Biz101 Platform
- Weekly city website updates
- Managing and updating all city's community engagement platforms
- Create content for the city's multiple public engagement platforms
- Work with Development Services to review the permit software and other online platforms in updating and building content
- Coordinate, plan, and organize the following upcoming events:
 - Holiday in Manor – December 7th
 - Mayor's Ball – December 12th
 - Martin Luther King Jr. Ceremony – January 20th
 - Spring Movie Night Out – March 14th & April 4th
 - Easter Egg-Heli-Drop – April 19th
 - 5th Annual ManorPalooza – May 2nd & 3rd
 - Juneteenth Celebration – June 19th
- Work with CivicPlus on creating and delivering the new City Website.
- Processing Park rental applications and managing the park rental schedule
- Processing Special Event applications
- Daily duties as the Heritage & Tourism Manager



Holiday in Manor

Saturday, December 21, 2024 from 12:00pm to 8:00pm
East Manor Development No. 1, 15317 Us Hwy 290 E., Manor TX 78653

Join Us for a Magical Celebration!

Holiday In Manor

Celebrate the season with FREE family-friendly fun, holiday cheer, and festive activities!

RESCHEDULED to Sat. Dec. 21 ❄️ **12PM-8PM**
15317 US HWY 290 E, Manor TX

JINGLE BELL STAGE PROGRAM

Story-time with Buddy the Elf	1:00PM
Christmas Carolers	2:00PM
Superheroes Save Christmas	4:00PM
Christmas Carolers	5:00PM
Snow Show	6:30PM
Frozen Special	7:00PM

THINGS TO KNOW

Santa's Tent Hours
12PM-6:30PM

Ice Skating Rink Hours
12PM-7PM

S'mores Bar Hours
4PM-7PM

Come Enjoy Fun for all ages with:
Ice Skating ❄️ Winter Rides ❄️ Snow Show
Holiday Market ❄️ Food Trucks ❄️ Hot Cocoa
Photo with Santa ❄️ Live Music
& so much MORE!

For more information: (512) 272-5555 or ysantana@manortx.gov

Yalondra Valderrama Santana,
Heritage & Tourism Manager

I. Overview

- *Description:* Holiday in Manor is a festive, family-friendly, and free event hosted by the City of Manor. Celebrate the season with a variety of fun activities, including holiday games, crafts, food trucks, live music, local vendors, ice skating, winter-themed rides, and photos with Santa & Mrs. Claus. There's something for everyone to enjoy as we bring the holiday spirit to Manor!
- *Target Audience:* Families in the Manor Community & surrounding areas
- *Estimated Expected Attendees:* 1,500

II. Timeline & Program

Day	Time	Areas	Details	POC	
19-Dec		Winter Adventure	Amanzi Party Rental Set-Up	Timothy	
			Noble Party Rentals Set-Up	Timothy	
20-Dec		Fence	Vicking Rental Fencing Set-Up	Timothy	
		Potable Restroom	United Rental Set-Up	Timothy	
		Jingle Bell Stage	Lance Stacy Set-Up	Yalondra	
21-Dec	7:30 AM-8:00 AM	Staff Arrival			
	9:00 AM-11:30 AM	Merry Munchies	Food Truck Set-Up	Yalondra	
	9:30 AM-11:30 AM	Holiday Market	Market Vendor Set-Up	Yalondra	
	10:00 AM	Jingle Bell Stage	Magic Display Set-Up	Yalondra	
	10:00 AM	Santa's Safety Squad Camp	PD Arrival	PD	
	10:00 AM		Attraction Vendors	Timothy	
	10:30 AM	Santa's Safety Squad Camp	ESD 12	ESD 12	
	11:30PM	Final Walkthrough			Yalondra
	12:00 PM	EVENT START			
	12:00 PM	North Pole	Santa's Tent OPEN		
	12:00 PM	Winter Adventure	Ice Skating OPEN		
	1:00 PM-1:30 PM	Jingle Bell Stage	Story-time with Buddy the Elf		
	1:30 PM-2:30 PM	Buddy the Elf Meet and Greet			
	2:00 PM-3:30 PM	Jingle Bell Stage	Christmas Carolers		
	4:00 PM	Santa's Safety Squad Camp	S'Mores Bar OPEN		
	4:00 PM- 4:30 PM	Jingle Bell Stage	Superheroes Save Christmas		
	4:30 PM - 5:30 PM	Superheroes Meet and Greet			
	5:00 PM-6:30 pm	Jingle Bell Stage	Christmas Carolers		
	6:30 PM	North Pole	Santa's Tent CLOSED		
	6:30 PM - 8:00 PM	Jingle Bell Stage	Snow Show		

	7:00PM	Winter Adventure	Ice Skating CLOSED	Item 4.
	7:00PM	Santa's Safety Squad Camp	S'Mores Bar CLOSED	
	7:00 PM-7:30 PM	Jingle Bell Stage	Frozen Special	
	7:30 PM-8:00 PM	Frozen Meet and Greet		
	8:00 PM-10:00 PM	TEARDOWN		

III. Planning

Planning Areas	Tasks	Done/Confirm By	POC	Details
Permit	TABC Temporary Event Permit	11/22/2024	Yalondra	N/A
	Travis County ESD12 - Fire Permit			DONE
Marketing	SD Flier	11/8/2024	Yalondra	DONE
	Detail Flier	11/15/2024		DONE
	Social Media			DONE
	City Wesite			DONE
	Advertising Groups			Townsquare Media - Marketing Package DONE
	Printed Marketing			DONE
	Video			DONE
	VIP Invitations			Done
	Reschedule Marketing Push	12.2.2024		DONE_12.4.2024
Attractions	Hot Cocoa Bar	11/22/2024	PD: Off. Glorias	CONFIRMED_11.5.2024
	S'mores Bar	11/15/2024	Yalondra	Approved by ESD 12 CONFIRMED - Iglesia Cristiana Viento & Fuego is sponsoring it by providing 500-600 individual bags
	Snow Show	11/15/2024		CONFIRMED with Magic Display Pyrotechnics FX = \$2,800
	Petting Zoo/Reindeer	11/8/2024		Contacted the following vendors: Homestead Mobile Petting Zoo & Party Rental - N/A Villa Farm Mobile Petting Zoo - N/A Crowes Nest Farm - N/A Wild Things Zoo Fair Austin - N/A Tiny Tails to You = \$5,520 - DECLINED

	Santa, Mrs. Claus & Elves	11/8/2024		CONFIRMED on 8.21.2024 The Perfect Santa = \$2,324	Item 4.
Activities	Letters to Santa	11/22/2024	Tracey	DONE	
	Yard Games	11/8/2024	Yalondra	Tracey is ordering the games	
	Face Painting			CONFIRMED with Lisa Face Painting = \$2,400	
	Gaming: Arcade			PD-Gloria is coordinating the PD Gaming Trailer CONFIRMED 11.5.2024	
	Winter Rides			Requested quote on 8.22.2024 Artificial Ice Events quote = \$52,267.82 for 6 attractions Amanzi Party Rental quote = \$50,000 for 10 attractions CONFIRMED with Amanzi Party Rental	
Entertainment	Sound/DJ/MC	11/8/2024	Yalondra	CONFIRMED with Lance Stacy - PAID with credit from Juneteenth	
	Stage			CONFIRMED with Lone Star Character Entertainment = \$3,025	
	Super Heros Show, Meet & Greet			CONFIRMED with Tinsie LLC = \$1,500 for 2 quartets (Carolers) for 3 hours	
	Carolers			Sent request on 11.5.2024 to: -Austin Girls' Choir - office@girlschoir.com -St. Mary Church - manormethodist@gmail.com -Manor United Methodist Church - info@iamsmm.com -Eternal Faith Baptists Church - office@eternalfaith.org -St. Joseph Church - communications@sjmanor.org NO Confirmation	
	Choir				
Vendors	Food Truck	11/28/2024	Yalondra	Accepting applications from 10.24.2024-11.28.2024	
	Market Vendors (Non-Food Vendors)	11/28/2024		Reschedule e-mail sent on 12.2.2024 Final event details Sent on 12.17.2024 DONE	
	Event Detail E-mail	12/2/2024			

				Waiting for Confirmation fr -Lone Star Drafts - DENY -Tito's Vodka - Sent request through website; Request DENY -Brown Distributing Company -Capital Reyes Distribution -Southern Heights Brewing Company -Hopsquad Brewing Company -Lazarus Brewing Company -Blue Owl Brewing -Modisett & Sons Distillery -Banner Distilling Company -Copper Shot Distillery -Derelict Airship Distillery -Bone Spirits LLC -Wanderlust Wine Co. - Shady Lane -Kasama Tastings - DENY -Don Rocco Mobile Bar - DENY -The Buckle Bunny Mobile Bars -RoadHaus Mobile Cocktails NO Confirmation
Alcohol Vendor		11/8/2024		
Sitting Area		11/15/2024		CONFIRMED with Noble Party Rental = \$2,942.49 30'x30' tent, 64 chairs & 8 tables
Sponsorship	Find Sponsors	11/8/2024	Yalondra	Secured 2 sponsors: HEB = \$10,000 Iglesia Cristiana Viento & Fuego = S'Mores Bar CONFIRMED
Saftey Plan	First Aid Station	11/8/2024	FD	Requested ESD12_11.5.2024 CONFIRMED
	Lost Child			
	Traffic Control		PD: James Allen	CONFIRMED _11.5.2024 James Allen is appointed for the Holidays event and Robbie is working on the EAP.
	EAP			
Layout	Full Event Map	11/22/2024	Yalondra	DONE
	Vendor Map			
Miscellaneous	Staff T-Shirts	11/22/2024	Tracey/Yalondra	Ordered & Received DONE
	Event Signs		Yalondra	Ordered & Received DONE
	Event Timeline			DONE
	Event Program			DONE
	Trash Cans		Lance	DONE

Item 4.

	Light Towers			CONFIRMED with United F	Item 4.
	Port-a-Poties			\$1,461.51	
	Golf Carts			CONFIRMED with King's Portables Thrones = \$1,725	
	Fence			CONFIRMED with Kenfield = \$600	
	Generator			CONFIRMED with Vicking Rental = \$2,535.5	
	Water Troughs			DONE	
	Water for Public			DONE	
	City Info. Tent			Asked Bluebonnet_11.5.2024 - CONFIRMED	
	Staff Area		Tracey	DONE	
	Walkie Takies		Yalondra	DONE	
	Fire Camp		Lance	CONFIRMED with New Communication 25 Radios	
				DONE	

IV. Marketing

- Flyers
- Social Media
- Ad in the Manor Journal
- Austin/Manor Area Event Websites
- City Website
- City Community Engagement Platforms: ManorApp & Nextdoor
- Marketing from Townsquare Media:
 - Programmatic Audio
 - Radio Audio
 - STV Video
 - Programmatic Display
 - YouTube TrueView

V. Event Data

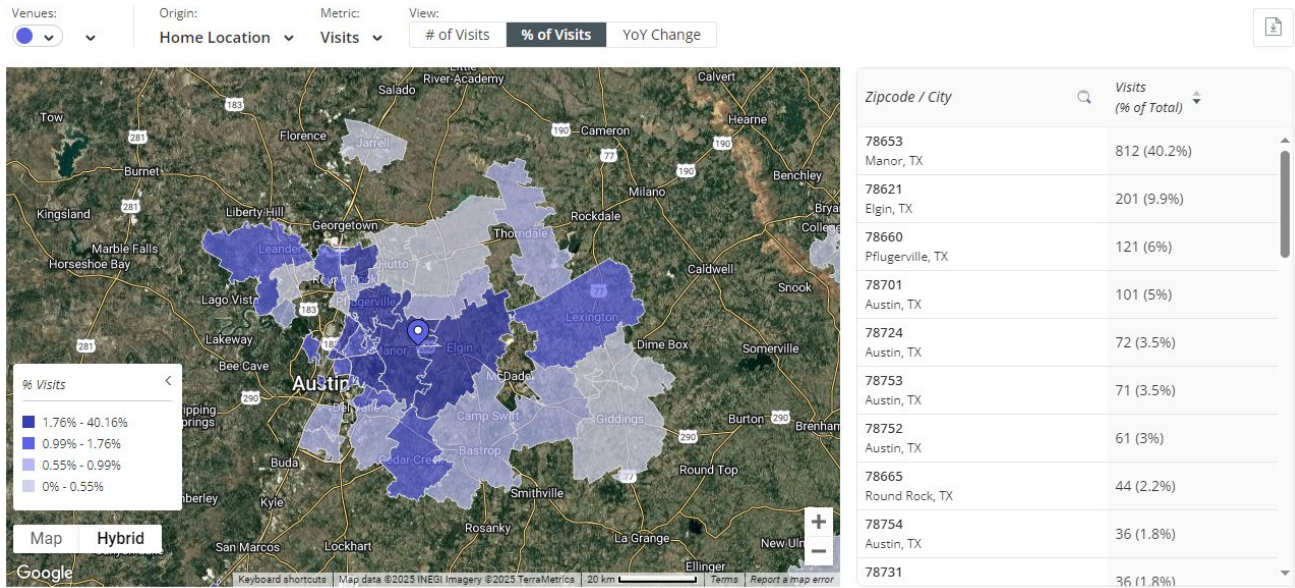
- Attendees Report:
 - Total Attendees by clicker = 2.6K
 - Total Cellular Report Attendees = 2K

Property:

[15317 East US Highway 290 \(...\)](#)

Visits	2K
Audience	1.9K
Visit Frequency	1.07

- Attendees Data:
 - 40.2% of attendees came from Manor
 - 59.8% of attendees came from outside Manor



- Weather:
 - Temperature: 64/42
 - Sunny and clear

Sat 21 | Day

64°

Record High
82°Average High
61°Sunrise
7:24 amSunset
5:35 pm

Sat 21 | Night

42°

Record Low
21°Average Low
40°Moonrise
11:55 pmMoonset
11:57 am

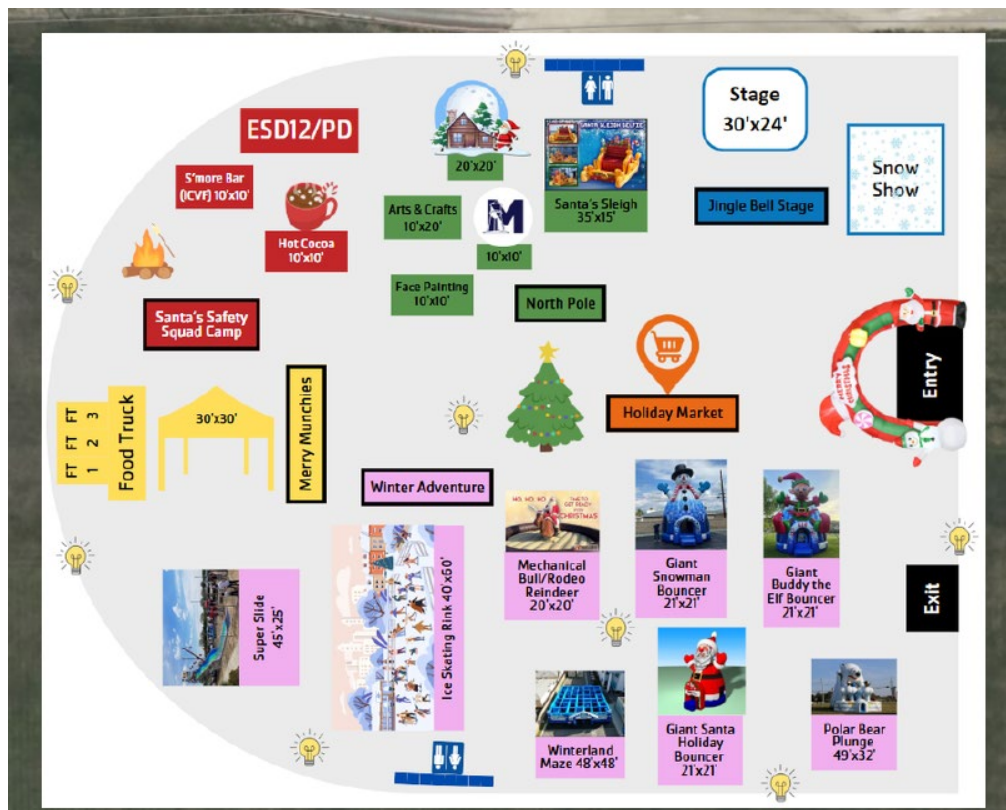
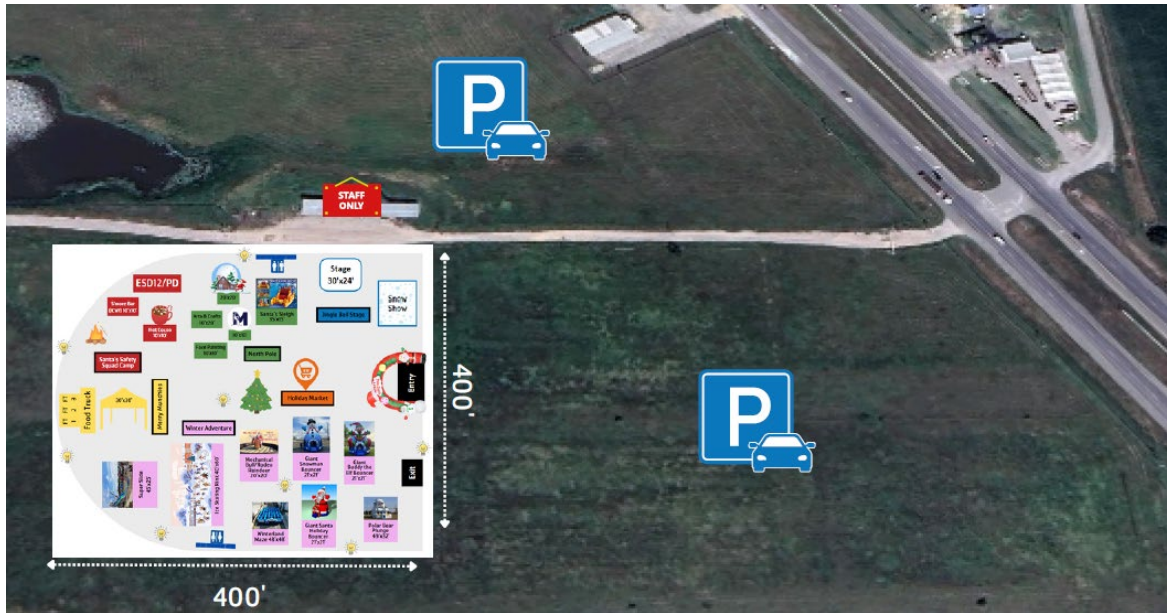
Waning Gibbous

VI. Staff

- Number of Staff
 - Street/Parks = 17
 - City Hall = 2
 - Police Department = 8
 - In-Duty = 5
 - Community Engagement = 3
 - Fire Department = 6
 - Community Development Departments = 1
- Staff Duties
 - Vendor
 - Trash
 - Water Refills
 - City Tent

- Fire Camp
- Hot Cocoa
- Stage
- Santa's Tent
- Arts & Crafts
- Set-Up & Teardown
- First Aide Area
- Safety
- Staff T-Shirts = 31

VII. Map & Layout



VIII. Event Areas

- Jingle Bell Stage
 - Snow Show
 - Stage Area
- North Pole
 - Santa's Tent
 - Santa
 - Mrs. Clause
 - 1 Elf
 - Face Painting
 - Lisa's Face Painting = 2 Artists
 - Arts & Crafts
 - Santa's Sleigh
 - City Tent
- Santa's Safety Squad Camp
 - Hot Cocoa with Cops
 - S'more Bar
 - Fire camp
 - ESD 12
 - Manor Police
 - Community Trailer
- Merry Munchies
 - Food Trucks
 - -Sitting Area
- Winter Adventure
 - Super Slide
 - Ice Skating rink
 - Mechanical Reindeer
 - Winterland Maze
 - Giant Snowman Bouncer
 - Giant Santa Bounce
 - Giant Buddy the Elf Bouncer
 - Polar Bear Plunge
- Holiday Market

IX. Market & Food Truck Area

- Total Vendors = 41
 - Food Vendors = 8
 - Food Trucks = 3
 - Art & Crafts = 15
 - Specialty = 1
 - Commercial/Businesses = 9
 - Non-Profit = 5
- Total Attended = 32
 - Dare to Dazzle
 - Linda Rae Clark Designs & Elemental Engraving
 - GETs Prop Shop & More
 - Willd Designs 3D Printing LLC

- Mom and Me Crafts
- Savannah Creations
- Jumbled Jewelry
- Krafty Kreatiobs by Stephy
- Saras Angels Boutique
- Expressions Crafted
- Wreath Happiness
- HOTWORX
- The Precious Canine
- The Ojedas
- Bernardo'z Art Shop
- Diana Accesorios
- Main Squeeze Goodz
- Sonic Drive In
- Faith's Boutique
- Mari's Balloon Bar LLC
- Frostie Bites
- Linda's Dessert
- Sam's Sweets
- Southen Squeezed Lemonade
- Alexis D'lites
- Street Treats
- El Bandido Suelto
- That Southern Fried Bird
- Next Level Community Church
- Unparalleled Preparatory Academy (UPA)
- Calvary Chapel East Metro
- Sprinkle with Mel
- Cancelled/Excused Vendors = 7
 - Mama C's Crafty Creations
 - Eightana Designs
 - Beaded Bandit's Charm Bracelets
 - Artesanias Dani
 - KJ's Boutique
 - Murph's Treats
 - Manor ISD
- No Show/No Call Vendors = 2
 - El Antojo ATX
 - KIPP Texas Public School

X. Entertainment

- Carolers Performances
- Live Music
- Kids Show
 - Story Time with Boddy the Elf
 - Super Heros Sace Christmas with the Grinch
 - Frozen Show

XI. Contracted Vendors

- Amanzi Party Rentals
- Adam Grumbo Films
- Lisa's Face Painting
- Lance Stacy Pro Sound
- Noble Party Rental
- King's Portable Thrones
- Viking Rentals
- Kenfield Golf Cars
- Lone Star Character Entertainment
- United Rentals
- Magic Display Pyrotechnics
- Townsquare Media
- Tinse LLC

XII. Financials**Expenditures**

Account#	Vendor	Item	Price	Quantity	Total	Payment Method	Confirmed
10-5811-51-51010	Townsquare Media	Marketing Package	\$7,220.00	1	\$7,220.00	Check	Yes
10-5811-51-51010	Manor Journal	News Paper Ad	\$268.00	2	\$536.00	Check	Yes
10-5811-51-51010	Ideal Sign	Signs & Banners	\$1,758.00	1	\$1,758.00	Check	Yes
10-5811-51-51010	Ideal Sign	Banners	\$240.00	1	\$240.00	Check	Yes
10-5811-51-51010	Adam Grumbo	Photos & Videos	\$2,800.00	1	\$2,800.00	CC	Yes
10-5811-51-51043	Lone Star Character Entertainment	Santa, Mrs. Claus, & Elves Services	\$2,600.00	1	\$2,600.00	CC	Yes
10-5811-51-51043	Magic Display Pyrotechnics FX	Holiday Show	\$2,800.00	1	\$2,800.00	Check	Yes
10-5811-51-51043	Amanzi Party Rental	Winter Rides	\$50,000.00	1	\$50,000.00	Check	Yes
10-5811-51-51043	Ideal Signs	Pole Banners	\$120.00	10	\$1,200.00	Check	Yes
10-5811-51-51043	Tinsel LLC	CTL - 1 Quartet for 1.5 hrs	\$750.00	1	\$750.00	Check	Yes
10-5811-51-51043	Tinsel LLC	HIM - 2 Quartet for 3 hrs	\$1,500.00	1	\$1,500.00	Check	Yes
10-5811-51-51043	King's Portable Thrones	Portable Restrooms	\$1,725.00	1	\$1,725.00	Check	Yes
10-5811-51-51043	Kenfield	Golf Carts	\$750.00	1	\$750.00	Check	Yes

10-5811-51-51043	United Rental	Light Towers	\$1,211.13	1	\$1,211.13	Check	<div>Item 4.</div> <div>Yes</div>
10-5811-51-51043	Lone Star Character Entertainment	Kids Show	\$3,025.00	1	\$3,025.00	CC	Yes
10-5811-51-51043	Zirenart	1 Face Painting for CTL	\$250.00	1	\$250.00	Check	Yes
10-5811-51-51043	Viking Rental	Fencing	\$2,535.50	1	\$2,535.50	Check	Yes
10-5811-51-51043	Lance Stacy	PA System and DJ	\$600.00	1	\$600.00	Check	Yes
10-5811-51-51043	Lisa Face Painting	2 Face Painters for HIM	\$2,200.00	1	\$2,200.00	Check	Yes
10-5811-51-51043	Noble Party Rentals	Tents, Chairs, & Tables	\$2,942.49	1	\$2,942.49	CC	Yes
10-5811-51-51043	Ideal Signs	Banners & Signs	\$1,758.00	1	\$1,758.00	Check	Yes
10-5811-51-51043	Paul Michael Company	Christmas Tree	\$2,244.90	1	\$2,244.90	CC	Yes
10-5811-51-51043	Home Depot	Metal Trash Cans	\$69.94	1	\$69.94	CC	Yes
10-5811-51-51043	New Communication	Walkie-Talkie	\$525.00	1	\$525.00	Check	Yes
10-5811-51-51043	Cosco	Hot Cocoa Supplies	\$169.06	1	\$169.06	CC	Yes
10-5811-51-51043	Baby J's	T-Shirts	\$334.50	1	\$334.50	CC	Yes
Sponsorship	Iglesia Cristiana Viento & Fuego	S'mores Bar	\$1,000.00	1	\$1,000.00	Paid by Sponsor	
10-5811-51-51043	Casa Garcia	Staff Breakfast	\$119.14	1	\$119.14	CC	Yes
10-5811-51-51043	Fred Chickent/Get Country	Staff Lunch	\$322.22	1	\$322.22	CC	Yes
10-5811-51-51043	Pizza Hut	Staff Dinner	\$178.42	1	\$178.42	CC	Yes
					\$0.00		
			\$92,016.30	40	\$93,364.30		
Sponsorship							
Vendors	Donation/Sponsor Level	Total					
HEB	Frosty Sponsor	\$10,000.00					
Iglesia Cristiana Viento & Fuego	Carols Sponsor (S'mores Bar)	\$1,000					
			\$11,000.00				
Revenue							

Revenue Source	Total
Food Truck Vendors	\$225.00
Market Vendors	\$1,150.00
	\$1,375.00
Summary	
Expense	\$93,364.30
Sponsorship	\$11,000.00
Revenue	\$1,375.00
Total	-\$80,989.30

XIII. Sponsorship

- HEB
- Iglesia Cristiana Viento & Fuego

XIV. What went well?

- Planning process and timeline worked.
- Everyone adapted smoothly to the last minute changes due to weather.
- All the areas were well-managed and organized.
- Vendor area setup was well-managed and ran smoothly throughout the event.
- Stage area had a great location for performances and live music.
- All performances did a great job
- Teardown went smoothly and everyone did a great job in their area
- Face painting was very popular
- Kids' shows were a success. All kids had a lot of fun
- Program works perfectly with the event and timeline
- Marketing was successful and managed to reach over 45.5K people per week.
- All staff and contracted vendors were on time
- Food Truck area was organized and well-managed.
- Travis County ESD and Police Department area ran smoothly and with minimal incidents.
- Entertainment program was on time at all times and was well
- Bottles of water for attendees were distributed accordingly and in a timely manner.
- Social Media campaign was successful, and the followers were very interactive.
- Reschedule plan due to weather work perfect with plenty of time to confirm vendors, and make the necessary changes.
- Number of staff that worked the event work perfectly

XV. What can be improved?

Areas to Improve	Recommendations
Fire Pit <i>It took us 1.5 hrs. to light the fire</i>	<ul style="list-style-type: none"> • Build 2-3 smaller fire pits so it lights up faster • Make sure to stack the firewood in a pyramid shape
Fire Camp Location <i>The smoke was getting into the PD trailer and ESD 12 tent</i>	<ul style="list-style-type: none"> • Move the fire pit farther away from the event area.
Face Painting <i>Line too long and not enough painters</i>	<ul style="list-style-type: none"> • Add 1-2 more face painters • 3-4 face painter for next event
Hot Cocoa with Cops <i>We ran out of hot water for the hot cocoa around 5pm</i>	<ul style="list-style-type: none"> • Get more hot water containers

XVI. Recommendations for Next Year:

- Use the same event timeline
- Entertainment:
 - Keep carolers performance
 - Keep kids show
- Add free teenager/young adult/adult activities and attractions such as axe throwing, etc.
- Food/Market Vendors
 - Alcohol Vendors
- Giveaways
 - More t-shirts
 - Add giveaways such as sunglasses, kids toys, etc.
 - Get adult-friendly giveaways
- Use the same layout
- Use the same or similar marketing strategies
- Use the same stage area and set-up
- Use same vendors and community partners

XVII. Next Year Event:**Holiday In Manor 2025**

Saturday, December 6, 2025 from 12PM – 8PM

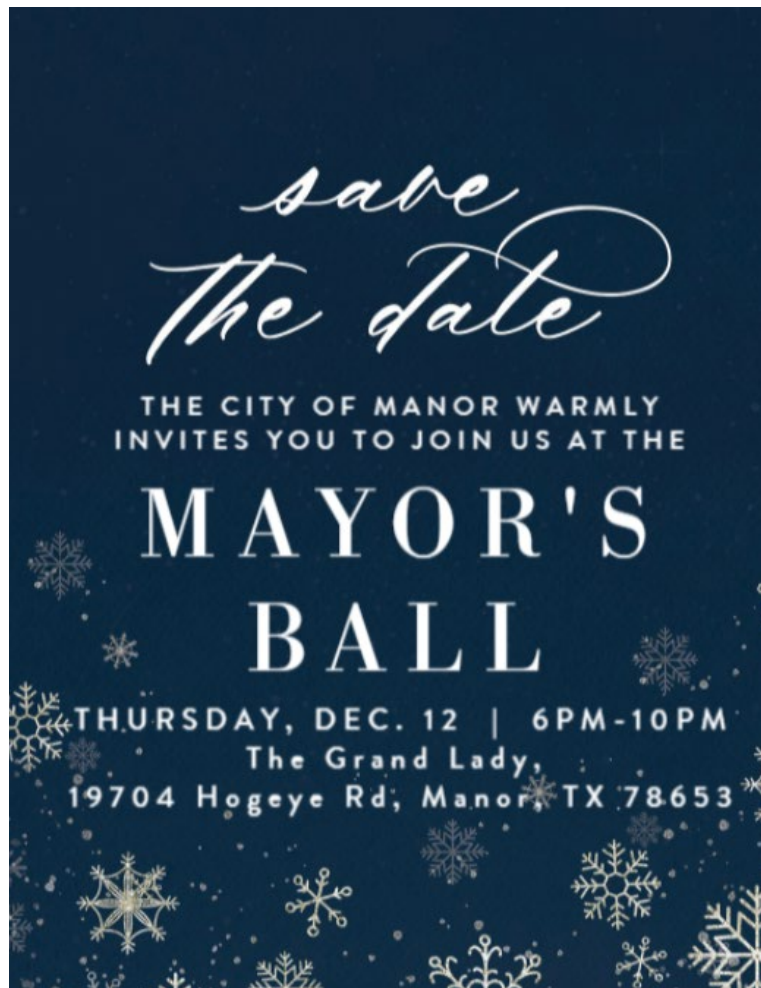
East Manor Development No. 1,

15317 Us Hwy 290 E., Manor TX 78653



Mayor's Ball

Thursday, December 12, 2024 from 6:00pm to 10:00pm
The Grand Lady, 19704 Hogeye Rd, Manor, TX 78653



Yalondra Valderrama Santana,
Heritage & Tourism Manager

Lluvia Almaraz
City Secretary

Tracey Vasquez
HR Director

I. Overview

- *Description:* Mayor's Ball is a formal event hosted by a city to celebrate and acknowledge staff, partners and community leaders.
- *Target Audience:* Mayor's & Council guest list
- *Estimated Expected Attendees:* 150-200
- *Theme:* Winter Wonderland
- *Colors:* Dusty Blue & Silver

II. Timeline & Program

Day	Time	Details	Business	POC
12-Dec	3:00pm	Set-Up	COM	Yalondra & Lluvia
		Balloon Décor set-up		Tracey
	3:30pm	Catering set-up	Lily Catering	Lisa
	4:45pm	Bar Vendor set-up	Lone Start Draft	
	5:00pm	Valet set-up	Next Level Valet	Victor Vaquez
		Photo Booth	Captured Charms Photo Booths	Mandi Lavan
		DJ/PA System	Lance Stacy	Lance Stacy
		Photographer	Adam Grumbo Film	Adam Grumbo
	6:00pm	Event Start		
	6:00pm-7:00pm	Cocktail Time		
	6:00pm-9:00pm	Open Bar		
	7:00pm-10pm	Dinner, Award Ceremony, Dancing		
	7:15pm-7:30pm	Serving Dinner		
	8:00pm	Award Ceremony		
	8:45pm-10:00pm	Dancing & Mingling		
	10:00pm-11:00pm	Clean-Up		

III. Planning

Planning Areas	Tasks	Done/Confirm By	POC	Details
Awards	Qualification Process	4/29/2024	Tracey	Awards for City Staff and Community Create a survey to come up with awards categories
	List of Awardees	10/1/2024		DONE

	Awardees Invitations			DONE	Item 4.
Guest	Invitations	10/1/2024	Yalondra & Lluvia	Electronic Invitations & Paper Invitations for Honorary Guests	
	Save the Day			DONE	
	List of Guest			See guest list spreadsheet	
Entertainment	Sound/MC	10/1/2024	Yalondra	Lance Stace booked	
	Band/DJ			DONE	
	Photo Booth			CONFIRMED with Capture Charms Photo Booth = \$750 Both packages will include: -Luxury design -Premium backdrop -Studio professional lighting -Unlimited photo, GIF, and boomerangs -Premium props	
Venue	Location	11/12/2024	Yalondra & Lluvia	CONFIRMED The Grand Lady = \$6,424 Deposit was paid = \$3,212 - 2.13.2024	
	Venue Layout	12/10/2024		1st Draft send to the venue_12.4.2024 DONE _Finall Layout_12.10.2024	
	Decorations	10/1/2024		Catering vendor will provide the table décor DONE	
Sponsorship	Find Sponsors	8/1/2024	Everyone	Mr. Moore is reaching out to different vendors Tracey found the Alcohol Sponsor DONE	
Food & Drinks	Bar	11/12/2024	Tracey	The Grand Lady Beer + Wine = \$7,200+Tax Beer + Wine + Cocktail = \$10,400+Tax Bar Deposit = \$1,032 - PENDING Tracey found the	

				<div> <div>Item 4.</div> <div> <div>sponsor</div> <div>DONE</div> </div> </div>
	Food	10/1/2024	Yalondra & Lluvia	Quotes: Lily Grace Catering & Event Services = \$13,631.15 Gourmet Gals Catering & Events = \$18,493.44 Hank's Catering = \$21,299.06 CONFIRMED & PAID with Lily Grace Catering & Event Services
Miscellaneous	Valet Parking	11/1/2024	Yalondra	Quote from 360 Valet = \$1,960 CONFIRMED with Next Level Valet = \$1,472.90 Adam CONFIRMED on 8.6.2024
	Photographer			DONE
	Event Timeline			DONE
	Event Program		Lluvia	DONE

IV. Invitations & Guest List

- Total Invites = 172
 - Total "YES" = 108
 - Total "NO" = 24
 - Total "Not Reply" = 40
- Guest List (*guests got a +1*)
 - Aaron Moreno
 - Adam Loewy
 - Alejandro Castellanos
 - Alex Melendez
 - Ana Cortez
 - Anne Weir
 - Annett Hill
 - Anthony Moore
 - Areli Fortuna
 - Barth Timmermann
 - Belen Pena
 - Ben Richards
 - Benchmark
 - Bonnie Urbanek
 - Brittany Lopez
 - Bryan Estrada
 - Cameron Morgan
 - Candice Cooper
 - Cecil Meyer
 - Chris Mckenzie
 - Christopher Deal
 - Commissioner Jeff Travillion
 - Core & Main
 - Daniel Dale
 - Danielle Davis

- Deja Hill
- Denver Collins
- Diana Bowser
- Dory West
- Dr. Caitlin Lowery
- Dr. Christopher Harvey
- Dr. Larry Wallace
- Dr. Mary L. Thomas
- Dr. Robert Sormani
- Emily Hill
- Eric Davis
- Fabian Martinez
- Felix Paiz
- Fr. Henry Cuellar Jr.
- Frank Phelan
- Frank Velázquez
- Gabriel Nila
- Gabrielle Orion
- Glenn Sauls
- Gloria Rock
- Glynn Lyndsey
- Greg Casar
- Greg Eller
- Isabel Loza
- Jâ€™™Rod Franks
- James M. Terry, Jr.
- Jasmin Alonso
- Jay G. Caballero
- Jeff Stensland
- Jose Tellez
- Joshua Rasco
- JT Blomberg
- Judge John Yeager
- Julie Leonard
- Karen Vanmatre Smith
- Kedrick Jeffries
- Kirk Nunn
- LaKesha Small
- Lance Zeplin
- Larimen Wallace Sr.
- Lauren Charbonneau
- Leslie Solorio
- Linda Harvey
- Lluvia Almaraz
- Mandy Miller
- Marco Castillo
- Maria Amezcua
- Maria Mireles
- Mary Ashford
- Matthew Woodard
- Melissa Sanchez
- Michael Burrell
- Michael Lofton
- Michelle Anderson
- Monique Celedon
- Nelton Thomas
- Noel Sherman
- Paige Saenz
- Pam Fowler
- Pamela Vergara
- Pastor Carl Harvey Sr.
- Pastor David Cox
- Patrick Hood
- Patrick Patterson
- Pauline Gray
- Phil Green
- Prince Chavez
- Qunisha Simmons
- Raymond Muniz
- Rep. Sheryl Cole - Jake Salinas
- Rita Jonse
- Robert Herchek
- Ruben Perez
- Ruthie Biscoe
- Ryan Phipps
- Saul Paul
- Scott Dunlop
- Scott Jones
- Scott Moore
- Sean Donnelly
- Senator Sarah Eckhardt
- Shanetra Fowler
- Sharon Waits
- Sheryl Cole
- Sofi Duran
- Sonia Wallace
- Stacey Rhone
- Stacy Howard
- Stephanie Rodriguez-Barnett
- Tim Schultz
- Timothy Lackland

- Tisha Christopher
- Tomishia Williams
- Tracey Vasquez
- Veronica Rivera
- Vicki McFarland

- Wastewater Trans
- Yalondra Valderrama Santana
- Yesenia Ramirez
- Zenea Campbell

Item 4.

V. Awards

Awardee	Employees Award Category
Gloria Rock	Employee of the Year
Scott Moore	Leadership
Lance Zeplin	Citizenship
Lluvia Almaraz	Customer Service
Tracey Vasquez	Culture Champion
John Taylor Blomberg	Good Stewardship
Glenn Sauls	Innovation

Awardee	Community Award Category
Manor Disaster Relief	Community Impact
Ruth Biscoe	Call to Service
Frank Velasquez	Exceptional Volunteer
Keep Manor Beautiful	Good Stewardship
Manor Lions Club	Community Choice
Michelle Anderson	Public Service
Debbie Charbonneau	Unsung Hero
Bluebonnet Electric	Sponsorship
Mayor Dr. Christopher Harvey	Manor Civitas Distinction

Honorary Mention/Certificate List

Awardee	Position/Business
Emily Hill	Mayor Pro-Tem, District Place 1
Anne Weir	District Place 2
Maria Amezcua	District Place 3
Sonia Wallace	District Place 4
Aaron Moreno	District Place 5
Deja Hill	District Place 6
Julie Leonard	Manor P&Z
Prince Chavez	Manor P&Z
Gabrielle Orion	Manor P&Z
Jeff Stensland	Manor P&Z
Cecil Meyer	Manor P&Z
James M. Terry, Jr.	Manor P&Z
Gabriel Nila	Manor P&Z
Barth Timmermann	Manor P&Z
Felix Paiz	Manor P&Z
Karen Vanmatre Smith	Manor Wellness Alliance
Adam Loewy	Loewy Law Firm
Michael Lofton	African American Youth Harvest Foundation

VI. Staff

- Number of Staff
 - City Hall = 4
 - Community Development Departments = 1
- Staff Duties
 - Check-In Table
 - Set-Up & teardown

VII. Entertainment

- DJ
- Phot Booth

VIII. Contracted Vendors

- Adam Grumbo Films
- The Grand Lady
- Next Level Valet
- Lily Grace Catering & Event
- Capture Charms Photo Booth
- Lance Stacy
- Estefania Suarez
- AS Awards

IX. Financials

Expenditures

Account#	Vendor	Item	Price	Quantity	Total	Payment Method	Confirmed
10-5100-51-51018	The Grand Lady	Venue Deposit	\$3,212.00	1	\$3,212.00	Check	Yes
10-5100-51-51018	The Grand Lady	Venue Final Payment	\$3,212.00	1	\$3,212.00	Check	Yes
10-5100-51-51018	The Grand Lady	Rental of Heaters	\$835.88	1	\$835.88	Check	Yes
10-5100-51-51018	Next Level Valet	Valet Parking	\$1,472.90	1	\$1,472.90	CC	Yes
10-5100-51-51018	Adam Grumbo	Photos & Video	\$2,800.00	1	\$2,800.00	CC	Yes
10-5100-51-51018	Hank's Catering	Food Tasting	\$150.00	1	\$150.00	CC	Yes
10-5100-51-51018	Lily Grace Catering & Event	Food	\$15,058.15	1	\$15,058.15	CC	Yes
10-5100-51-51018	Capture Charms Photo Booth	Photo Booth with unlimited prints	\$750.00	1	\$750.00	CC	Yes
10-5100-51-51018	Lance Stacy	PA, DJ	\$800.00	1	\$800.00	Check	Yes

10-5100-51-51018	Evite	Invitations	\$146.00	1	\$146.00	CC	Item 4. Yes
10-5100-51-51018	Amazon	Programs supplies	\$105.72	1	\$105.72	CC	Yes
10-5100-51-51018	Estefania Suarez	Balloon Décor	\$360.00	1	\$360.00	Check	Yes
10-5100-51-51018	America's Carpet Outlet	Red Carpet	\$1,745.03	1	\$1,745.03	CC	Yes
10-5810-51-51041	AS Awards	Awards	\$1,309.50	1	\$1,309.50	Check	Yes
10-5175-51-51018							
SPONSORSHIP	The Grand Lady	Open-Bar for 3-Hours	\$5,196.00	1	\$5,196.00	Paid to the venue directly	
					\$0.00		
			\$37,153.18	15	\$37,153.18		

Sponsorship		
Vendors	Donation/Sponsor Level	Total
Wastewater		\$3,696.00
Transport		
Core & Main		\$1,000.00
Benmark		\$500.00
Indenpent		\$1,000.00
Finance		
		\$6,196.00

Summary	
Expense	\$37,153.18
Sponsorships	\$6,196.00
Total	-\$30,957.18

X. Sponsorship

- Wastewater Transport – Bar Sponsor
- Core & Main – Bar Sponsor
- Benmark – Bar Sponsor
- Indenpent Finance

XI. What went well?

- Planning process and timeline worked.
- The food was great, and the menu had a good variety
- Décor was beautiful
- Location works perfect for the event
- All vendors arrived on time and did a great job
- Valet parking was a great addition
- Number of staff that worked the event work perfectly

XII. What can be improved?

Areas to Improve	Recommendations
Invitations	<ul style="list-style-type: none"> Get the invitation list by mid-October so we can send the Save the Day/Invitations by the 1st week of November
Program	<ul style="list-style-type: none"> Send the program to be print by a printing company at least 3 weeks before the event
Timeline	<ul style="list-style-type: none"> Make sure to receive all the instructions, list, expectations, and request from Mayor & Council at least 1.5 month in advance.

XIII. Recommendations for Next Year:

- Use the same plane and structure
- Use same award categories

XIV. Next Year Event:**Mayo's Ball 2025**

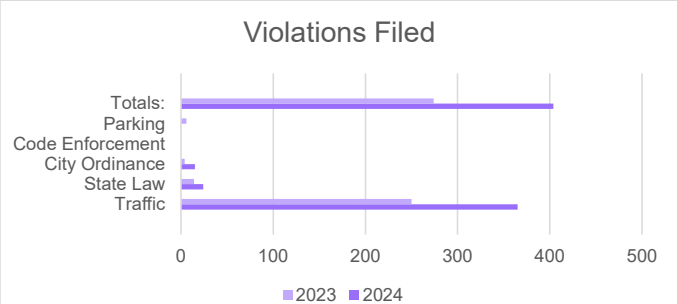
Date/Time: TBD

Location: TBD

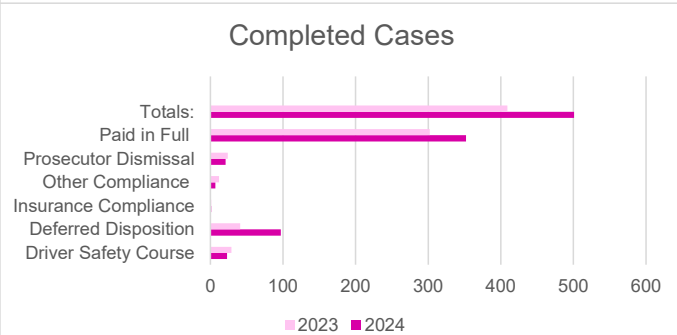


DECEMBER 2024 Court Report

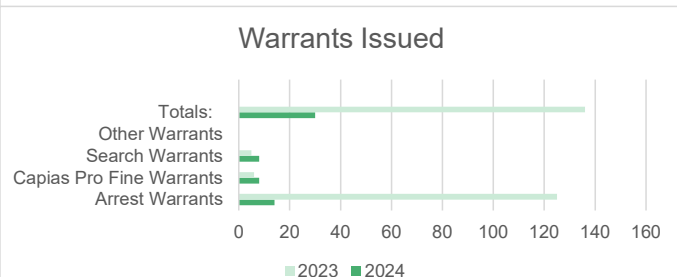
Violations Filed	2024	2023
Traffic	365	250
State Law	24	14
City Ordinance	15	4
Code Enforcement	0	0
Parking	0	6
Totals:	404	274



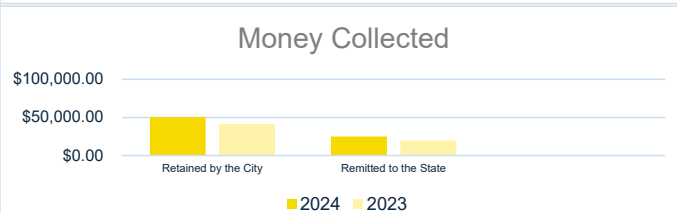
Completed Cases	2024	2023
Driver Safety Course	23	29
Deferred Disposition	97	41
Insurance Compliance	1	1
Other Compliance	7	12
Prosecutor Dismissal	21	24
Paid in Full	352	302
Totals:	501	409



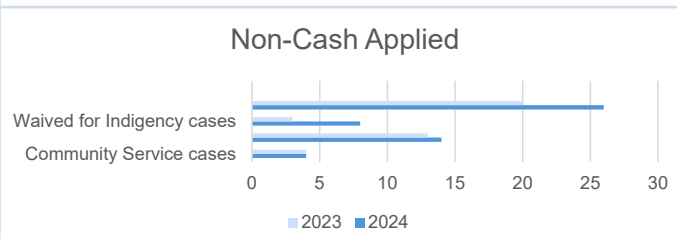
Warrants Issued	2024	2023
Arrest Warrants	14	125
Capias Pro Fine Warrants	8	6
Search Warrants	8	5
Other Warrants	0	0
Totals:	30	136



Money Collected	2024	2023
Retained by the City	\$50,630.35	\$41,292.29
Remitted to the State	\$24,924.27	\$19,775.63
Totals:	\$75,554.62	\$61,067.92



Non-Cash Applied	2024	2023
Community Service cases	4	4
Jail Credit cases	14	13
Waived for Indigency cases	8	3
Totals:	26	20





To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: January 6, 2025
RE: **December Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

In December, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant.

Water Production & Purchase

In December, 20 % of the water we supplied to our residents was from our wells, and we purchased 80% from EPCOR and Manville WSC.

Streets and Parks Monthly Report December 2024

Daily Duties and Projects

Streets Maintenance

Hauled sand and gravel to the Public Works yard for the stockpile.

Repaired a down Stop sign at N. Bastrop St. and W. Lane St.

Repaired a down Stop sign at W. Carrie Manor St. and Lexington St.

Placed banners for the Holiday in Manor event.

Repairs at Bois D Arc, Johnson Road, Abrahamson Road, Lapoynor St, Snow Ln, Wedding Dr.

Swept and mopped the event building at the E. Manor Development #1.

Sanded cracks on Old Kimbro before crack sealing.

Crack-sealed at E. Browning St, Old Kimbro.

Set up for the Holiday in the Park event.

Worked at the Holiday in the Park event.

Cap Metro Paving Project. The contractor finished and paved Murray Ave. from Lexington St. To N. La Grange St.

Parks Maintenance

Playground mulch was added to the playscape at Hamilton Park.

Sanded cracks at the E. Manor Development #1 before the event.

Set up for the Holiday in the Park event.

Worked at the Holiday in Manor event.

Started taking down Christmas lights and decorations at Manor Art Park, Jennie Lane Park, City Hall, and PD.

Added playground mulch to the playscape at Greenbury Park.

Tree trimming at Bell Farms Pond.

Tree trimming at Carriage Hills Subdivision.

Tree trimming at Greenbury Subdivision.

Mowed the cemetery.

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

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

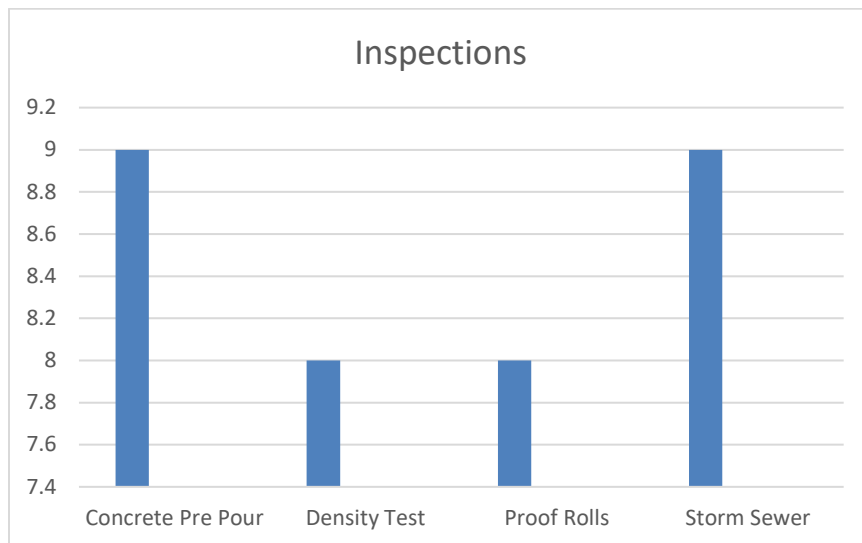
Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly park rounds at park facilities.

Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle and equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty



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

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

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

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

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

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

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

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

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract) Development process.

The LEX at FM 973 & Murchison – has not started.

Holley Smith Phase 1A – Development process.

The View at Manor apartments – Development process.

Logos Phase 3- waiting on homes to be built.

Logos Phase 4 homes are being built.

Logos Phase 5 homes are being built.

Palomino Subdivision – homes are being built.

Presidential Glen Commercial WW – in the building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3 – building process.

Presidential Glen Townhomes – not started.

Las Entradas Section 3- waiting to be built.

Las Entradas Section 4 – waiting to be built.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

Eggleson Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

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

Cemetery Report

December 2, 2024 – Monitored the cemetery

December 4, 2024 – Met with Mrs. Castaneda to get a plot for her husband.

December 5, 2024 – Monitored the cemetery.

December 7, 2024 – Monitored the cemetery.

December 9, 2024 – Monitored the cemetery.

December 10, 2024 – Met with Matthew Bennet on placing headstones for his great-grandmother.

December 12, 2024 – Monitored the cemetery.

December 13, 2024 – Monitored the cemetery.

December 15, 2024 – Meeting with Mrs. McDade for her uncle's burial.

December 17, 2024 – Coordinated a meeting with Affordable Burial and Cremation Services for Mrs. Wyndham.

December 19, 2024 – Monitored the cemetery.

December 20, 2024 – Coordinated a meeting with Mr. Knippa Cemetery Services to dig the hole for Mr. McFarlin's grave.

December 22, 2024 – Monitored the cemetery.

December 24, 2024 – Assisted Mr. Moreno in finding his uncle, Mr. Esparza, buried at the Indigent Cemetery in Manor.

December 28, 2024: I met with the Tijerina family to select a burial plot for January 4th.

December 28, 2024 – Met with Knippa Cemetery Services. They dug the hole for Mrs. Wyndham's grave and Mr. Tijerina.

December 30, 2024 – Monitored the cemetery.

WATER/ WASTEWATER MONTHLY REPORT DECEMBER

WASTEWATER	TASK COMPLETED
SERVICE CALLS	6
SEWER BACKUPS	6
LIF STATION CALLS	5
LIFT STATION WORK	
MANHOLES REPAIRED	
CAMERA LINES	15
MANHOLES PLUS LINES CLEANED	8
SEWER SMELL	
JOBSITE CLEANUP AND RESTORATION	
BUILDING MAINTENANCE	
LINES REPAIRED/SERVICE REPAIRED	10
WATER	TASK COMPLETED
SERVICE CALLS	33
WATER LEAKS SERVICE LEAKS	
CUSTOMER LEAKS	7
WATER MAIN REPAIRS	
WATER LINE REPLACEMENT	1
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	46
HYDRANT REPAIR/REPLACED	3
ISOLATION VALVE MAINTENANCE	4
ANGLE STOPS REPLACED	
LINES LOCATED	3
WHOLESALE BROWN WATER	
BROWN WATER	5
WATER PRESSURE	6
WATER TURN ON/OFF	42
BAC T SAMPLES	
JOBSITE CLEANUP AND RESTORATION	10
METER INSTALL	
INSPECTIONS	
SITES INSPECTED	465
ALL DAY INSPECTIONS	16
MANHOLES INSPECTED	16
WASTEWATER LINES INSTALLED	5,045 FT
WATER SERVICES INSTALLED	641 FT
CONSTRUCTION BAC T	10
WALK-THROUGHS	
DENSITIES	206
MANHOLES TESTED	
FLOW TEST	
CAMERA LINES	15



MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Director

Meeting Date: January 15, 2024

RE: December 2024

Meetings and Events:

HR Workshop Roundtable Meeting

December 12, 2024

Staff Meetings

December 3, 2024

December 17, 2024

City Council Meetings

December 4, 2024

December 18, 2024

December 26, 2024- Canvass

Special Session

Special Events

December 12, 2024- Mayor's Ball

December 21, 2024- Holidays in Manor

December 2024

- December 2- Events meeting Holidays in Manor.
- December 3- Civicplus basic user one training.
- December 4- Civicplus basic user two training.
- December 5- Civicplus specific modules training.
- December 9- Civicplus work session virtual training.
- December 9- ERP pro 10 meeting.
- December 10- GIS Certification meeting with PW Director.
- December 11- PD meeting on personnel matters.
- December 13- PD meeting with Lt Allen regarding reports for MLARS and Equitable Sharing.



MEMO

- December 17- Emergency response meeting with EM Coordinator Barrera regarding first quarter training for staff and council for FEMA, TDEM, and other emergency training.
- December 18- YAC orders, City website confirmation launch.
- December 19- Meeting with Public Works regarding budget vehicles and equipment purchases.

Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: January 15, 2024

RE: December Monthly Report

The following are accomplishments from December.

1. Three places will need another surveillance camera solution due to poor cell service and the distance to the cameras. We are evaluating now.
2. Took over responsibilities of a new website to include other people.
3. Started rolling out new Mobile Device Manager. This one will allow accurate location of all devices and the other functions of an MDM.
4. Finished and successfully tested the VPN connection between PD and CH. This is a CJIS requirement.
5. Migrated PD apps to the server at PD and configured that two networks, City Hall and PD, to be separate (CJIS)
6. 79 Tickets opened for the month, and 74 of those closed. Top contributors PD = 31, City Hall = 42, Public Works = 6. No tickets are waiting for customer response or contractor fulfillment.

MEMO

To: Mayor and City Council Members
 From: Lluvia T. Almaraz, City Secretary
 Date: January 15, 2025
 Re: **December 2025– Monthly Report**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4	4	2	3	3	3	3	4	4	4	6	4
Council Minutes	Minutes recorded, prepared, approved, archived	6	4	2	2	3	3	3	1	7	3	0	9
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0	3	5	2	7	8	2	2	6	4	5	3
Resolutions	Resolutions written and processed	2	1	2	8	3	2	5	3	3	3	2	3
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	1	1	1	3	0	0	0	3	3	2	0
Deeds/ Easements	Executed and Recorded	3	7	1	4	7	0	3	0	1	2	0	3
Annexations	Prepared & Recorded	0	0	0	0	0	1	1	0	0	0	0	0
Public Improvement Districts	Agreements approved & and executed	0	0	0	0	0	0	0	0	0	0	0	0
Contracts & Agreements	Contracts and agreements approved and executed	4	19	5	9	6	14	7	7	9	5	5	13
Bids	Bids advertised, received, tabulated, awarded, recorded	0	0	0	0	1	0	1	0	0	0	0	0

MEMO

Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol Permits	New Alcohol permit certificate or renewed	2	1	1	1	2	0	0	0	0	0	0	0
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0	0	0	0	0	0	0	0	0	0	0
Records Manager Program	Shred Day Event 4/13/2024	0	0	0	100 +	0	0	0	0	0	0	0	0
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16	40	42	32	44	50	36	40	38	28	42
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30	32	25	22	29	25	31	17	18	43	34

COUNCIL MEETINGS

- Council Regular Meetings – December 4th and 18th
- Council Workshop – December 18th
- Council Special Sessions – December 26th

OTHER MEETINGS

- Staff Meetings – December 3, 17, and 31st
- Chamber Business Luncheon – December 12th
- CDI Check-In Meeting – December 19th

TRAINING/EDUCATION/SEMINARS/WEBINARS

- Civic Plus Web Training – December 3-5 and 9th

COMMUNITY

- Mayor's Ball – December 12th



MEMO

OTHER

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Michael Burrell, Interim Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a thirty-foot-wide Water and Wastewater Utility Easement being a portion of Lots 1A and 2A, Block B, Replat of Las Entradas North Section 1, Lot 1, Block B, an addition in the City of Manor, in Travis County, Texas.

BACKGROUND/SUMMARY:

This is a permanent water and wastewater easement for Las Entradas North for the Salad to Go development. A private 15 foot wastewater easement was previously recorded and noted on the plat. That easement does not provide the width necessary for the water and wastewater lines. The property owner will release the private easement once this Water and Wastewater Utility Easement is approved and recorded.

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

- Water and Wastewater Easement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve a thirty-foot-wide Water and Wastewater Utility Easement being a portion of Lots 1A and 2A, Block B, Replat of Las Entradas North Section 1, Lot 1, Block B, an addition in the City of Manor, in Travis County, Texas.

PLANNING & ZONING COMMISSION: **X** **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 FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER & WASTEWATER UTILITY EASEMENT

DATE: _____, 2025

GRANTOR (collectively):

Llano Las Entradas I, LLC, a Texas limited liability company; and

Las Entradas Development Corporation, a Texas corporation

GRANTOR'S MAILING ADDRESS (including County):

Llano Las Entradas I, LLC

715 Fort Worth Avenue

Dallas, TX 75208

Dallas County

Attn: Matt Peterson

Las Entradas Development Corporation

9900 Hwy 290 East

Manor, TX 78653

Travis County

Attn: Petere A. Dwyer

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS (including County):

105 E. Eggleston Street

Manor, Texas 78653

Travis County

LIENHOLDER: _____

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

PROPERTY:

A Thirty Foot (30') Wide water and wastewater utility easement being a portion of Lots

12.03.2019

1A and 2A, Block B, Replat of Las Entradas North Section 1, Lot 1, Block B, an addition in the City of Manor, Travis County, Texas, according to the plat or map recorded in Instrument No. 202300014, Official Public Records of Travis County, Texas, being a portion of a tract described in Warranty Deed to Peter Dwyer, recorded in Instrument No. 2022196885, Official Public Records of Travis County, Texas, as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

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, facilities, or improvements reasonably necessary and useful for water and wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto (the "Easement").

This 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, 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. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.
2. This 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.

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.

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 binds itself, its heirs, executors, 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, by, through, or under Grantor, but not otherwise.

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

Dated as of the date first written above but acknowledged as of the dates set forth below.

GRANTOR:

LLANO LAS ENTRADAS I, LLC,
a Texas limited liability company

By: _____
Matt Peterson, Manager

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Peter A. Dwyer, President

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, as Manager of Llano Las Entradas I, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed on behalf of said company,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2025.

(SEAL)

Notary Public-State of _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, as President of Las Entradas Development Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2025.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2025, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

LIENHOLDER'S SUBORDINATION

Date: _____, 20____

Lienholder: _____

Deed of Trust

Date: _____

Grantor: _____

Grantor/Beneficiary: _____

Recording Information: Volume ____, Page ____, (or Clerk's File No. _____),
Official Records, _____ County, Texas

The property subject to the foregoing Water and Wastewater Utility Easement includes all or part of the property encumbered by the deed of trust, and Lienholder owns the deed of trust lien and the debt it secures. In return for a valuable consideration, Lienholder subordinates the deed of trust lien, and any vendor's lien owned by Lienholder, to the Water and Wastewater Utility Easement, and ratifies the Water and Wastewater Utility Easement.

If the deed of trust lien is foreclosed and the property is sold under any terms of the deed of trust, that sale of the property will not affect the Water and Wastewater Utility Easement.

LIENHOLDER:

By: _____

Its:

STATE OF _____ **§**
COUNTY OF _____ **§**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Lienholder herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

Notary Public-State of

Exhibit “A”
Easement Legal Description and Depiction
[attached]



Technical Excellence
Practical Experience
Client Responsiveness

FIELD NOTES
FOR A 0.222 OF AN ACRE (9,669 SQUARE FEET)
30' WATER & WASTEWATER EASEMENT
PAGE 1 OF 3

PROPERTY DESCRIPTION

FIELD NOTES TO THAT CERTAIN TRACT BEING A PORTION OF LOTS 1A AND 2A, BLOCK B, REPLAT OF LAS ENTRADAS NORTH SECTION 1, LOT 1, BLOCK B, AN ADDITION IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP RECORDED IN INSTRUMENT NO. 202300014, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), BEING A PORTION OF A TRACT DESCRIBED IN WARRANTY DEED TO PETER A. DWYER (HEREINAFTER REFERRED TO AS TRACT 12), RECORDED IN INSTRUMENT NO. 2022196885, O.P.R.T.C.T.; THE SUBJECT TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE):

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED "LANDESIGN" FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF GREGG MANOR ROAD (A CALLED 100-FOOT WIDE RIGHT-OF-WAY DEDICATED UNDER INSTRUMENT NUMBER 2013102647, OF SAID OFFICIAL PUBLIC RECORDS) AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 290 (A VARIABLE WIDTH RIGHT-OF-WAY PER TXDOT RIGHT-OF-WAY MAP, CONTROL 114, SECTION 2, JOB 30), AT THE SOUTHWEST CORNER OF SAID LOT 2A, BLOCK B; **THENCE** NORTH 11° 08' 27" WEST, WITH THE COMMON LINE OF THE EAST RIGHT-OF-WAY LINE OF SAID GREGG MANOR ROAD AND SAID LOT 2A, A DISTANCE OF 191.80 FEET **THE POINT OF BEGINNING;**

THENCE NORTH 11°08'27" WEST, ALONG THE COMMON LINE OF SAID LOT 2A AND SAID EAST RIGHT-OF-WAY LINE OF SAID GREGG MANOR ROAD, AT A DISTANCE OF 10.37 FEET PASSING A 1/2 INCH CAPPED REBAR STAMPED "KHA" FOUND AT THE NORTHWEST CORNER OF SAID LOT 2A, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 1A AND CONTINUING ALONG THE COMMON LINE OF SAID LOT 1A AND THE EAST RIGHT-OF-WAY LINE OF SAID GREGG MANOR ROAD, FOR A TOTAL DISTANCE OF 12.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT (CONCAVE NORTHEAST), HAVING A RADIUS OF 450.00 FEET, AND A CHORD WHICH BEARS NORTH 10°01'39" WEST, A DISTANCE OF 17.49 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 17.49 FEET;

THENCE NORTH 77° 52' 10" EAST, INTO THE INTERIOR OF SAID LOT 1A, A DISTANCE OF 50.77 FEET;

PAGE 2 OF 3

THENCE NORTH 84° 43' 33" EAST, CONTINUING INTO THE INTERIOR OF SAID LOT 1A, A DISTANCE OF 58.64 FEET;

THENCE NORTH 77° 52' 10" EAST, IN PART THROUGH THE INTERIOR OF SAID LOT 1A AND INTO SAID TRACT 12, A DISTANCE OF 212.37 FEET;

THENCE SOUTH 12° 07' 56" EAST, THROUGH THE INTERIOR OF SAID TRACT 12, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID TRACT 12 AND THE NORTH LINE OF A TRACT DESCRIBED IN WARRANTY DEED TO PETER A. DWYER (HEREINAFTER REFERRED TO AS 0.241-ACRE DWYER TRACT), RECORDED IN INSTRUMENT NO. 2023061201, O.P.R.T.C.T.;

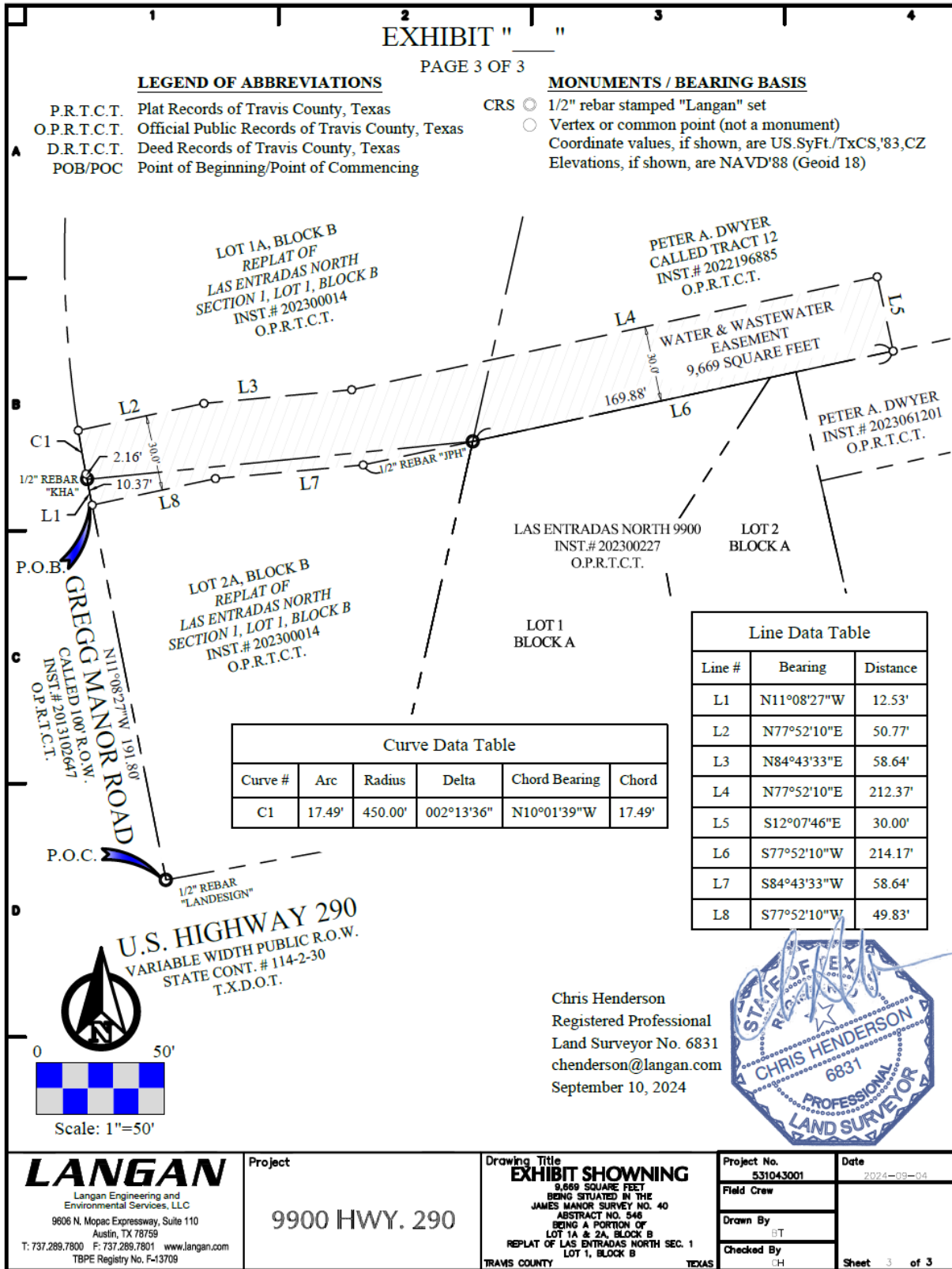
THENCE SOUTH 77° 52' 10" WEST, IN PART ALONG THE SOUTH LINE OF SAID TRACT 12, THE NORTH LINE OF SAID 0.241-ACRE DWYER TRACT, THE NORTH LINE OF LOTS 1 & 2, BLOCK A, LAS ENTRADAS NORTH 9900, AS RECORDED IN INSTRUMENT NO. 202300227, O.P.R.T.C.T., AT A DISTANCE OF 169.88 FEET, PASS A 1/2 INCH CAPPED REBAR STAMPED "JPH" FOUND AT THE COMMON CORNER OF SAID TRACT 12, SAID LOT 1, SAID LOTS 1A AND 2A AND INTO THE INTERIOR OF SAID LOT 2A, A DISTANCE OF 214.17 FEET;

THENCE SOUTH 84° 43' 33" WEST CONTINUING INTO THE INTERIOR OF SAID LOT 2A, A DISTANCE OF 58.64 FEET;

THENCE SOUTH 77° 52' 10" WEST CONTINUING THROUGH THE INTERIOR OF SAID LOT 2A, A DISTANCE OF 49.83 FEET TO THE POINT OF BEGINNING AND ENCLOSING ±9,669 SQUARE FEET.

CHRIS HENDERSON
 REGISTERED PROFESSIONAL
 LAND SURVEYOR № 6831
 CHENDERSON@LANGAN.COM
 SEPTEMBER 10, 2024
 PROJECT № 531043001 – WATER & WASTEWATER EASEMENT





AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Agreement with Plata Holding, LLC for a Public Utility Easement for Parcel No. 4.

BACKGROUND/SUMMARY:

In 2021, the City Council approved funding through Certificates of Obligation (CO) proceeds to expand the city's water and sewer infrastructure systems to meet the growth demand for these services. The US290 & FM973 waterline project was identified by city staff and George Butler & Associates (GBA) engineering consultant as a priority infrastructure project that needed to be included in the 2021 CO Bond issuance.

Throughout 2023-24, the GBA's land acquisition team has assisted the city in acquiring the necessary number of temporary and permanent utility easements the future water and sewer projects. With the Development Services and Economic Development personnel working collectively on the planned development initiative, having the infrastructure projects initiated will see more mix use development projects completed in 2025.

The land acquisition consultant helped secure the final required easement from the landowner that the GBA team needed to prepare construction plans for the proposed waterline extension eastbound south of US290. The registered consultant completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis to move forward with the purchase contract for parcel no. 4.

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

- Purchase Agreement – Parcel No. 4

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve a Purchase Agreement with Plata Holding, LLC for a Public Utility Easement for Parcel No. 4. In an amount not to exceed \$84,590.00.

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

CITY OF MANOR PURCHASE AGREEMENT
Manor FM 973 & US 290 Water Line Project; Parcel 4

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Plata Holdings, LLC, a Texas limited liability company** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Public Utility Easement Parcel: All that certain tract, piece or parcel of land consisting of 20,835 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. EIGHTY-FOUR THOUSAND FIVE HUNDRED NINETY AND NO/100'S DOLLARS (\$84,590.00) total shall be paid by the City for a permanent easement to the Public Utility Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a public utility easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Public Utility Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Public Utility Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Public Utility Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Relocation of Electrical Service. The City and Owner acknowledge that after Closing, the electrical service to the outdoor advertising sign located within the Public Utility Easement parcel must be relocated by the utility provider, Bluebonnet Electrical Cooperative, in order to effectuate City's public project. Such electrical service relocation shall be paid for by City, and Owner hereby grants City the right for all purposes to act as Owner's authorized representative to communicate with Bluebonnet Electrical Cooperative and to arrange for relocation of said electrical service. Owner further agrees to promptly cooperate with the City and Bluebonnet Electrical Cooperative if necessary to finalize relocating the electrical service poles and lines and to execute any necessary documents to effectuate such relocation. This paragraph shall survive closing.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below

OWNER:

Plata Holdings, LLC
a Texas limited liability company

By: Guillermo Plata
Guillermo Plata

12-31-24
Date

Title: President

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

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

Date _____

Parcel No. 4
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 526014

FIELD NOTES FOR A 30.00 FOOT WIDE PUBLIC UTILITY EASEMENT:

Being a **20,835 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being out of the remainder of a called 10.000 Acre tract of land conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas. Said 20,835 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" found on the south right-of-way line of U.S. Highway No. 290, a variable width right-of-way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas, marking the northerly most common corner of Lot 1, Manor Storage, a plat recorded in Document No. 200400240 of the Official Public Records of Travis County, Texas, and said 10.000 acre remainder tract for the northeast corner hereof;

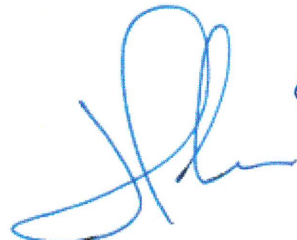
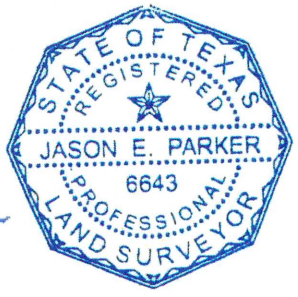
THENCE: S 13° 57' 14" W, with the common line of said 10.000 acre remainder tract and said Lot 1, a distance of **31.33 feet** to a calculated point for the southeast corner hereof;

THENCE: S 87° 12' 46" W, crossing into said 10.000 acre remainder tract, a distance of **691.80 feet**, to a calculated point in the common line of said 10.000 acre remainder tract and Lot 11, Block A, Final Plat Establishing Lot 11 - Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, for the southwest corner hereof, from which a 1/2" iron rod with a pink cap stamped "4WARD SURVEY GROUP" found marking an angle point in said common line bears S 04° 23' 19" W, 270.79 feet, for reference;

THENCE: N 04° 23' 19" E, with said common line, a distance of **30.24 feet**, to a calculated point in the south right-of-way line of said U.S. Highway No. 290, same being the calculated common north corner of said Lot 11 and said 10.000 acre remainder tract and the northwest corner hereof, from which a 1/2" iron rod found bears S 04° 23' 19" W, a distance of 0.42 feet, for reference;

THENCE: N 87° 12' 46" E, with the common line of said 10.000 acre remainder tract and said U.S. Highway No. 290, a distance of **697.05 feet**, to the **POINT OF BEGINNING** and containing **20,835 square feet** of land, more or less.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.

GBA
architects
engineers

2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com

PROJECT NUMBER
15110.01


DATE
06/04/2024

Exhibit "A"
PUBLIC UTILITY EASEMENT
MANOR, TRAVIS CO., TX

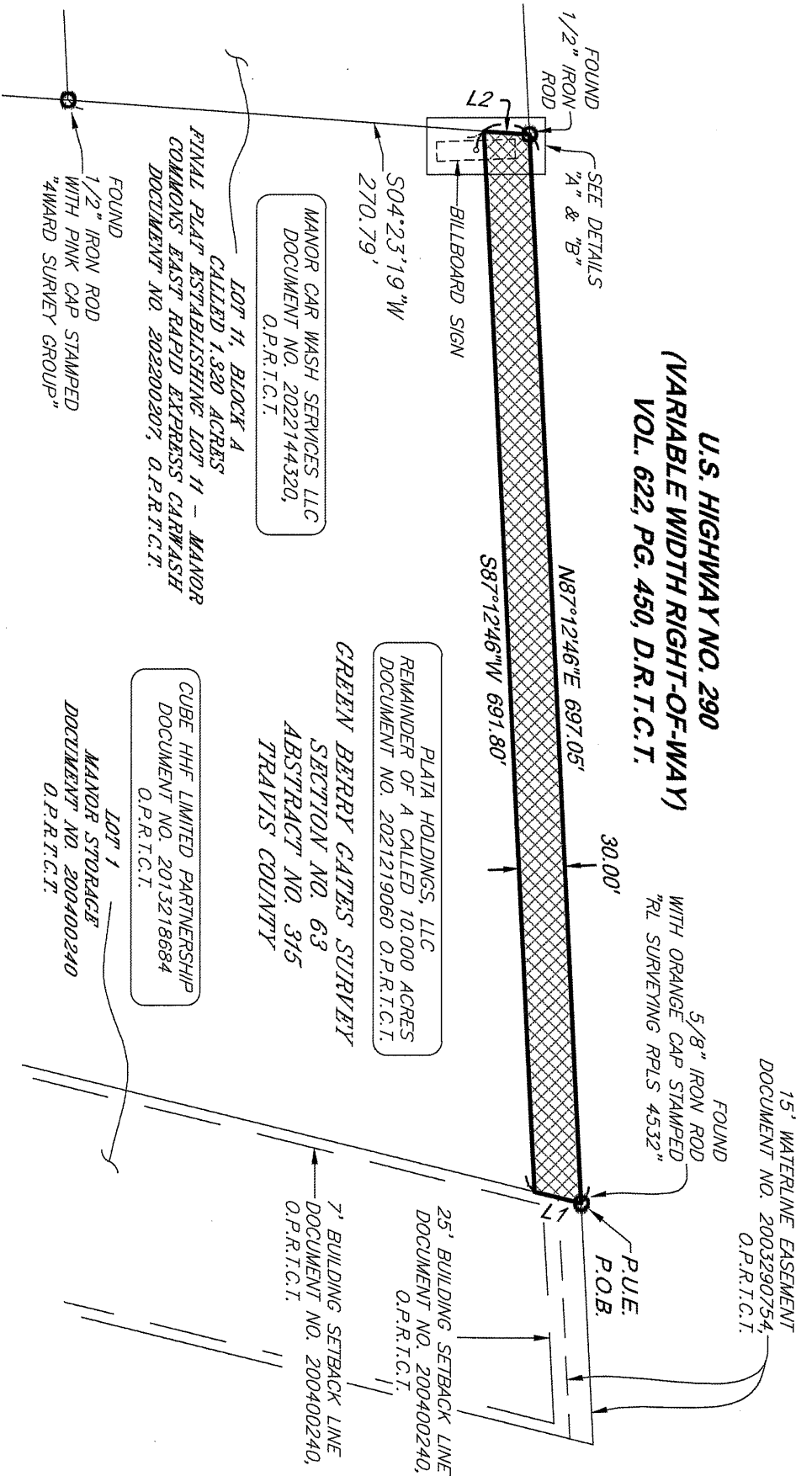
SHEET NUMBER

2 of 3

Scale : 1"=100'

 Denotes Public Utility Easement
20,835 Square Feet

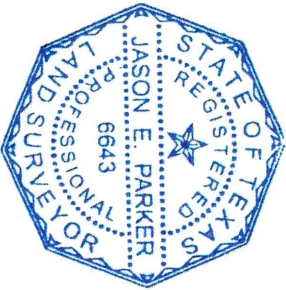
- NOTES:
1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.



GBA
architects
engineers
2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
George Butler Associates, Inc. 2024 TBP ELS FIRM #10194808

JASON E. PARKER
06/04/2024
REGISTERED PUBLIC LAND SURVEYOR NO. 6643
STATE OF TEXAS

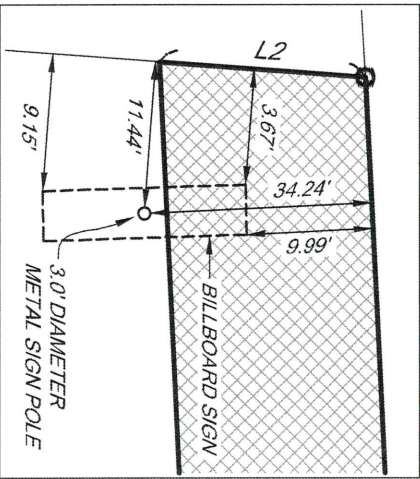
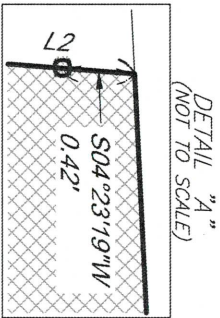
This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.



LEGEND

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT

Line Table		
Line #	Bearing	Distance
L1	S13° 57' 14" W	31.33
L2	N4° 23' 19" E	30.24



PROJECT NUMBER
15110.01
DATE
06/04/2024

Exhibit "A"
PUBLIC UTILITY EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER

3 of 3

EXHIBIT "B"

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

That **Plata Holdings, LLC, a Texas limited liability company, ("Grantor")**, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis County, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent public utility easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of public utility infrastructure, including but not limited to water pipelines, facilities, valves, wastewater lines, facilities, manholes, vents, telecommunications lines, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 20,835 square feet, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 20,835 square foot parcel being referred to hereafter as the **PUE**.

The right to use the **PUE** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, public utility infrastructure, including but not limited to water pipelines, reclaimed water pipelines, wastewater pipelines, telecommunication lines, connections therewith, and all necessary appurtenances thereto including valves, vents, manholes, and other facilities.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **PUE**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the **PUE** for any and all purposes not inconsistent with the purposes set forth in this Agreement. **Grantor** may not use any part of the **PUE** if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the **PUE** for the purposes for which the **PUE** is being granted herein.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **PUE**.

Grantee shall have the right to remove any fence which now crosses or may cross the **PUE** during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of work within the **PUE**, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **PUE** as nearly as is reasonably possible in **Grantee's** sole determination to the same condition in which the **PUE** was found immediately before construction began; however, vegetation other than groundcover cleared from the **PUE** will not be replaced.

Grantee shall be obligated to restore the surface of the **PUE** at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **PUE** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easement granted hereunder, except that **Grantee** shall not be obligated to replace trees. **Grantor** shall maintain the integrity of the footings and foundation of the existing billboard sign noted on Exhibit "A" at all times during **Grantor's** exercise of the easement rights granted hereunder.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **Grantee**, and **Grantee's** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public utility infrastructure including but not limited to water utility lines and wastewater utility lines, and for making connections therewith.

GRANTOR:

Plata Holdings, LLC
a Texas limited liability company

By: _____
Guillermo Plata

Date

Title: _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: _____
Dr. Christopher Harvey, Mayor

***** NOTARY ACKNOWLEDGEMENTS *****

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was executed before me by Guillermo Plata, in his capacity as _____ of Plata Holdings, LLC, a Texas limited liability company, on this the _____ day of _____, 2024.

Notary Public, State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2025, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public-State of Texas

Parcel No. 4
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 526014

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Tracey Vasquez
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution making available to members of the City Council the services offered by AFLAC and authorizing payroll deductions for participating Council members.

BACKGROUND/SUMMARY:

In November 2023, Council adopted Resolution No. 724 setting compensation for the positions of the City's governing body. Hence, the current officeholders receive compensation via the payroll system the city uses for regular city employees. The payroll system processes deductions mandated by law and the City's compensation package. The system also processes for employees' deductions for services, products, and retirement savings opportunities, to pay for an Optional Benefit voluntarily selected by the employee.

The proposed resolution will enable current and future members of the City's governing body to have access to products offered by AFLAC, an optional benefit. The resolution directs the City Manager or designee to accept from interested individuals the documentation required by AFLAC and to instruct payroll to deduct the related cost from a participant's compensation.

LEGAL REVIEW: Irene Montelongo, Assistant City Attorney

FISCAL IMPACT: No

PRESENTATION: Yes

ATTACHMENTS:

- Resolution
- Section 125 Summary Plan
- Payroll acknowledgement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2025-01 making available to members of the City Council the products offered by AFLAC and authorizing payroll deductions for participating Council members; and authorize the City Manager to accept and submit the necessary documentation.

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

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY OF MANOR, TEXAS, MAKING AVAILABLE TO MEMBERS OF THE CITY COUNCIL THE SERVICES OFFERED BY AFLAC AND AUTHORIZING PAYROLL DEDUCTIONS FOR PARTICIPATING COUNCIL MEMBERS.

WHEREAS, City of Manor (City) employees have access to certain services and products commonly classified as an Optional Benefit of employment and through agreements with certain vendors, the cost of those services and products can be deducted from an employee's paycheck;

WHEREAS, the City has in place an agreement with AFLAC which affords city employees, on a strictly voluntary basis, the option to buy certain types of products from AFLAC.

WHEREAS, a number of City employees currently purchase products from AFLAC and the cost for the optional benefit is deducted from the paychecks of each participating employee;

WHEREAS, effective November 1, 2023, the City Council voted to authorize compensation for each councilmember position and for the position of mayor, and persons currently in those positions have been added to the City payroll system;

WHEREAS, the City of Manor, Texas desires to expand the availability of the products provided by AFLAC to the position of mayor and councilmember and direct payment to AFLAC from participants' compensation when properly requested by the mayor or by each councilmember;

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

SECTION 1. AUTHORIZATION. The City Council hereby authorizes persons in the position of mayor and persons in the position of councilmember to purchase, at each person's option, the products offered by AFLAC if they so choose.

SECTION 2. AUTHORITY. The City Manager, or designee, is hereby authorized to provide to, and accept from, persons in the position of mayor or in the position of councilmember, individual participation agreements from each said person and to instruct that payroll direct payment for those products from a participant's compensation.

SECTION 3. LIMITATION. The City of Manor will not pay for any portion of the cost of AFLAC products owed by persons in the position of mayor or persons in the position of councilmember and does not endorse or warrant the products provided by AFLAC. The City of Manor will not be an intermediary between persons in the position of mayor or persons in the position of councilmember and AFLAC. The City will not recover, or attempt to recover, any funds from persons in the position of mayor or persons in the position of councilmember or AFLAC in the event of a dispute.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 15th day of January 2025, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary



Dear **TRACY VASQUEZ**:

Thank you for choosing Aflac as your supplemental insurance carrier. We appreciate your business.

Enclosed is a packet containing the documents necessary to establish a cafeteria plan. Please carefully review the Flexible Benefits Plan Document and Summary Plan Description (SPD), and verify that all of the information about benefits offered, eligibility, plan administration, and funding is correct for the plan that you will be administering.

The Flexible Benefits Plan itself is not intended to be an ERISA plan required to have an ERISA summary plan description (SPD) even though many of the underlying benefits will be subject to ERISA and required to have their own SPDs. Nonetheless, we refer to the Flexible Benefits Plan summary as an SPD for ease of reference. Please notice that the sample Flexible Benefits Plan Document refers to the Summary Plan Description with regard to many of the plan's provisions. This approach eases administration and reduces the risk of inconsistency between the Flexible Benefits Plan Document provisions and the Summary Plan Description provisions. You should also note that these documents are only sample documents typical of a plan intended to qualify as a Section 125 Cafeteria Plan with the terms and conditions thereof, and that they may need to be modified to conform to your individual circumstances.

Aflac has developed these sample documents with legal counsel, and it is Aflac's intent and belief that the documents in form satisfy the requirements of IRS Code Section 125. However, Aflac is not in the business of offering legal counsel or tax advice, and thus, Aflac cannot and does not make any representations about the legal or tax effect of plans adopted based on the sample provisions in these documents upon any particular employer. Therefore, it is each employer's responsibility to determine, with the assistance of the employer's own legal counsel, the suitability of these particular documents, and the legal and tax effect of these plan documents upon the employer and its employees.

Since Aflac has no control over your subsequent modification and/or administration of the plan and since the Internal Revenue Service will not render an opinion as to a plan's qualified status under IRS Code Section 125, Aflac makes no representation (express or implied) as to your plan's qualification under IRS Code Section 125 and related provisions as adopted and subsequently amended by you.

You, as sponsoring employer, bear sole responsibility for amending your plan (as necessary) to comply with existing tax law and future changes, for meeting all reporting and disclosure requirements imposed by applicable law, and for the daily administration of your plan. As such, we recommend you review the following important information:

Important Compliance Issues

Nondiscrimination Testing. Failure to satisfy these requirements will cause adverse tax consequences to highly compensated and/or key employees and could possibly disqualify the plan.

Qualified Premiums. Certain insurance premiums that cover the employee (or in the case of accident or health coverage other than life insurance, the employee and tax dependents/family) may be included in the Flexible Benefits Plan Documents if adopted as part of your benefits plan. These include the following:

- Group Term Life Insurance covering the employee (eligible under IRS Code Section 79) that is equal to or less than \$50,000 (Life insurance coverage on dependents is not eligible for pre-tax treatment.)
- Accidental-Death and Dismemberment (AD&D) coverage
- Group or individual dental, hospital indemnity, cancer insurance, vision, hearing, and other qualified accident and health premiums
- Group (but not individual) major medical coverage.

Effects on taxes. When including health, medical, and disability income policies within the Flexible Benefits Plan, paying for coverage on a pre-tax basis may cause certain insurance benefit payments to be subject to federal and state taxes. Accident benefits will generally be tax free. Disability benefits will be taxable if the employer paid all or part of the premium or if employees funded the coverage on a pre-tax (salary reduction) basis through the cafeteria plan. With regard to supplemental health benefits, when the premium amounts are paid on a pre-tax basis (i.e., employer paid or employee pre-tax salary reduction) benefits are excludable to the extent of unreimbursed medical care expenses. However, benefit payments (combining supplemental cash indemnity benefits as well as the total of actual medical reimbursement benefits from health and medical policies/plans) that exceed the amount of unreimbursed medical expenses would be taxable.

Continuation of Coverage. Health benefits offered through a cafeteria plan may be subject to the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Contact your COBRA administrator for more details.

Continuation of Coverage During FMLA Leave. Health benefits (including health FSA benefits) offered through a cafeteria plan are subject to the continuation provisions, and other all benefits may be subject to the reinstatement provisions of the Family and Medical Leave Act of 1993 ("FMLA"). See Question 13 of the SPD for more details on coverage offered under the Plan during FMLA leave.

HIPAA Privacy and Security Requirements. During the course of providing participants with health coverage under a health FSA (if applicable), the plan will have access to information about covered individuals that is deemed to be protected health information (PHI) by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). While the Flexible Benefits Plan itself is not a health plan, HIPAA Privacy and Security Rules apply to health plans that you may offer through the Flexible Benefits Plan, including health FSAs. The employer is solely responsible for ensuring that the employer and the plan comply with HIPAA's rules. If you are a Health FSA plan sponsor, Aflac is enclosing a privacy packet (Important Privacy Information) with an overview of the HIPAA Privacy Rules. Aflac is also including general HIPAA language in the sample documentation (Section 10.18 of the Flexible Benefits Plan Document and, for full plans only, Appendix II to the SPD). The privacy information provided in this cafeteria plan packet is not provided with the intent of fully satisfying your HIPAA obligations. HIPAA's Privacy Rules are complicated, and their effects may vary for each plan. Please consult with your legal counsel regarding your required actions and plan language for your company and plan to achieve HIPAA compliance.

Plan Administration and Maintenance

Plan Document Maintenance. Each plan sponsor is responsible for reviewing the sample Flexible Benefits Plan Documents and adopting a plan that is consistent with the desired plan design and any legal requirements that may apply in your state. For your added convenience and your future reference, the most current version of the sample cafeteria plan packet will be available on the Aflac Web site (aflac.com). The sample cafeteria plan documents will be updated periodically to correspond with changes in applicable laws.

Summary Plan Description. All URM FSA plan sponsors are required to give each eligible employee a copy of the SPD within 120 days of the effective date of the initial plan year and within 90 days of the effective date of coverage for all subsequent plan years. If an employer makes a change in the plan, the employer must provide employees with a summary of the changes [a Summary of Material Modifications (SMM)] within 60 days of the adoption of the change. **Note:** While the plan and related documents are copyrighted, Aflac gives you limited permission to copy the documents as necessary for distribution to your employees for use solely in the operation of your own cafeteria plan.

Payroll Instructions. Payroll instructions will be thoroughly reviewed with you or your payroll representative by your Aflac agent.

Employee Eligibility and Elections

New Employees. For details regarding employee eligibility, please refer to Section 2.01 of the Flexible Benefits Plan Document.

Special Rule for URM Eligibility. Current tax rules require that the URM be extended solely to employees who are eligible for major medical coverage that you offer.

Employees of Affiliated Companies. If the requirements of IRS Code Section 414(b), (c), (m), or (o) are satisfied, the employees of an affiliated company may be able to participate in this plan. Please consult with your tax advisor concerning the potential impact of IRS Code Section 414(b), (c), (m), and (o).

Benefit Election Changes. Employees generally cannot change their election to participate in the pre-tax contribution payment option or vary the pre-tax contributions they have selected. For details regarding important exceptions to this general rule, please refer to Section 3.04 of the Plan Document and Question 9 of the SPD.

Due to the complexity of cafeteria plans, we recommend that you consult with your accountant, attorney or other tax advisor concerning the plan provisions, administration, and operation before executing the Plan Documents. Remember that your cafeteria plan will not be effective until your plan is adopted. **NOTE: The Flexible Benefits Plan Documents you adopt must be signed PRIOR TO THE EFFECTIVE DATE.** If your Flexible Benefits Plan Document is executed after the effective date, the IRS may attempt to challenge the qualified status of your plan. We recommend that you retain any evidence that you have showing that your plan was adopted and that enrollments were completed prior to the effective date. If no pre-tax deductions have been made thus far, you may consider changing the start date of your cafeteria plan.

Aflac will use its best efforts to provide employers with information from time to time about developments concerning Section 125 Cafeteria Plans. However, for reasons stated above, it is the employer's responsibility to maintain the qualified status of the Section 125 Cafeteria Plan in form and in operation.

We value the trust you have placed in us. If you need our help or if you have any questions, please call us toll-free at 1-800-992-3522. Our customer service representatives are here to assist you Monday through Friday from 8 a.m. to 7 p.m. Eastern time.

Sincerely,

Aflac New Account Setup Department

Enc.

FLEXIBLE BENEFITS PLAN ACCOUNT ESTABLISHMENT INFORMATION AND CHECKLIST

Item 7.

Important steps for establishing your Flexible Benefits cafeteria plan

> For all Flex One Cafeteria Plans:

- ☐ **Employer's Acknowledgment:** After executing and adopting your Plan Document, please sign and date the Employer's Acknowledgment in order to officially adopt and execute your plan. Place the signed and dated Employer's Acknowledgment in your files with a copy of your Plan Document Packet.
- ☐ **Summary Plan Description:** A copy must be provided to each eligible employee as soon as possible (prior to enrollment is preferred).

Important information for administering your cafeteria plan

- ☐ **Plan Identification Number (PIN):** The Department of Labor regulations require that welfare benefit plan sponsors assign a three-digit PIN number to their welfare plans (including URM plans offered through cafeteria plans) for identification purposes. Numbering for welfare plans should begin at 501 and proceed consecutively. If you have other plans (e.g., health coverage) assign the next open number. This number must be indicated on the Summary Plan Description.
- ☐ **Affiliated Companies:** Only those companies described in Section 414(b), (c) or (m) of the Internal Revenue Code can participate in a cafeteria plan. In addition, if there are affiliated companies, nondiscrimination testing may be affected by affiliated companies. Consult your tax advisor.
- ☐ **5500 and Summary Annual Report:** While there is no Form 5500 filing requirement for the cafeteria plan itself, welfare benefit plans subject to ERISA, which may include URM flexible spending accounts (FSAs), must file Form 5500 and any applicable schedules (unless an applicable exception applies) - even if the benefits are funded through the cafeteria plan. You should contact your tax or legal advisor to find out if your Plan is subject to ERISA and whether filing a Form 5500 (including any applicable schedules) for your Plan is required.
- ☐ **Nondiscrimination Testing:** Tax nondiscrimination tests, including the Eligibility, Contributions and Benefits, and Concentration of Benefits tests, must be performed. In the case of Flexible Spending Accounts (FSAs), nondiscrimination tests must be performed for each FSA.
- ☐ **Health FSAs (URM):** You, as Plan Sponsor, are responsible for ensuring that the URM FSA maximum, is in line with your risk tolerance. Remember, IRS Notice 2005-42 allows an additional 2 ½ month period (i.e., grace period) in which to incur additional medical expenses, and IRS Notice 2013-71 allows a carryover option of up to \$500 unused health FSA funds. The grace period option and carry over option cannot be offered simultaneously. If you have selected either the grace period feature or the carry over feature, the Aflac sample plan incorporates language for either option. Also, remember that participant salary reductions are subject to dollar limitations set forth by the IRS which may be adjusted annually.
- ☐ **Eligibility:** Any eligibility waiting period for pre-tax benefits should generally be uniformly applied. You, as Plan Sponsor, are responsible for ensuring that the eligibility period listed in your plan documents does not violate Internal Revenue Service or Department of Labor regulations.
- ☐ **Privacy:** You, as Plan Sponsor, are responsible for ensuring that your plan does not violate the privacy requirements set forth in the Gramm-Leach-Bliley Act of 1999 (GLB) and, if applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and the Final HIPAA Omnibus Rule. GLB regulates the privacy of financial information and applies to all Flexible Benefit plans (see the attached "Privacy Practices"). HIPAA protects privacy by regulating the disclosure of protected health information (PHI), so Plan Sponsors of only health FSAs must comply with HIPAA privacy requirements (health FSA Plan Sponsors only, see the attached "Important Privacy Information").
- ☐ **HSA Documentation:** The sample Flexible Benefits Plan document includes language to enable pre-tax contributions for health savings accounts (HSAs). Any HSA will require additional documentation that must be arranged through an HSA trustee or custodian. Aflac does not serve as an HSA custodian or trustee, and does not provide such documentation.

*** If you have any questions regarding this checklist, please contact Aflac toll-free at (1-800-992-3522), and one of our Customer Service Representatives can assist you Monday through Friday from 8:00 A.M. to 7:00 P.M. EST.**

Employer Acknowledgment: Your signature verifies that an Aflac sales representative has reviewed the above information with you.

Signature

Printed Name

Date

Protecting the privacy and confidentiality of employer and participant information through our POP cafeteria plan services is very important to American Family Life Assurance Company of Columbus (Aflac) and American Family Life Assurance Company of New York (Aflac New York). Throughout this notice when we use the name "Aflac," we will be referring to both organizations. Accordingly, we strive to comply with each of the following practices in everything we do:

- **We do not sell, rent, lease or otherwise disclose personal information about employers or employees of an employer for purposes unrelated to our products and services.** The personal information of our customers is of paramount importance to us. Therefore, we provide this information only to our employees, agents and third parties as required to allow them to help us develop and provide our insurance and employee benefit products and services.
- **We work to ensure information integrity and security.** We use technology tools and design our business practices to help ensure that the personal information of the employer and employees of the employer are properly gathered, stored and processed. We also work to maintain the security of, and internal and external access to, the personal information of our customers through the use of technology and our business practices.
- **We expect our agents and employees to respect the personal information of our customers.** Aflac has business policies and practices in place to help ensure that its employees and agents carry out these practices and otherwise protect the personal information of our customers. Both employees and agents are subject to censure, dismissal or termination for violation of these policies.

These Privacy Practices apply to our U.S. customers. Due to legal and cultural differences, our practices may vary outside the United States.

PRIVACY NOTICE

Aflac and our agents provide this notice to let you know about the current privacy practices of Aflac, and our agents. **You do not need to do anything in response to this notice. This notice is merely to inform you about how we safeguard your information.**

Collection of Information

As part of Aflac's normal operating procedures, Aflac (and our agents acting on our behalf) needs to obtain information from both the employer and the participant to determine an individual's eligibility for our products and services, and to perform our insurance functions. Aflac and our agents may collect nonpublic personal information (which includes both nonpublic personal financial information and nonpublic personal health information) about Aflac customers, including but not limited to:

- Information from the employer or the participant (including names, addresses, Social Security numbers, financial and marital status, and health and dependent child-care information);
- Information about the employer or the participants' transactions with Aflac or our agents (including claims, payment information and banking information);
- Information from consumer reporting agencies (including creditworthiness and credit history); motor vehicle records agencies (including accident reports and violations); investigators (including information regarding general character and participation in hazardous activities); insurance support organizations such as the Medical Information Bureau, Inc. (including claims, and health and insurance application histories); and the customers' health care providers (including health history), employers (including salary and benefits information) and family members.

Disclosure of Information

Aflac may disclose the nonpublic personal financial information we collect, as described above, as well as information about your transactions with us (such as your policy coverage, election amounts, premiums and payment history) to our agents or other third parties who perform services for us or functions on our behalf, including the marketing of Aflac services. Aflac may also disclose the nonpublic personal financial information we collect to other third parties as authorized by you, or as required or permitted by law.

Our agents will make disclosures of the employer or the participants' nonpublic personal financial information only while acting on Aflac's behalf and, furthermore, will make such disclosures only as Aflac itself is permitted to make.

Neither Aflac nor our agents will use or share with other parties any nonpublic personal health information about our customers for any purpose other than disclosures for the performance of insurance functions by Aflac or on our behalf, disclosures that are permitted or required by law, or to which the customer consents.

Neither Aflac nor our agents will further disclose any nonpublic personal information about a former customer of Aflac other than as may be required or permitted by law.

Confidentiality and Security

Aflac and our agents will safeguard, according to strict standards of security and confidentiality, any information we collect, receive or maintain about Aflac's customers. Aflac maintains administrative, technical and physical safeguards to ensure the security and confidentiality of our customer information and records; to protect against anticipated threats or hazards to such records; and to protect against unauthorized access to or use of such information or records.

Internally, Aflac limits access to our customers' information to only those employees who need access to the information to perform their job functions. Employees who misuse information are subject to disciplinary actions. Externally, we do not disclose customer information to any third parties unless we have previously informed the customer of the disclosure, have been authorized to do so by the customer, or are required or permitted to make the disclosure by law or our regulators.

NOTICE OF INFORMATION PRACTICES

Arizona, California, Connecticut, Georgia, Illinois, Maine, Massachusetts, Minnesota, Nevada, New Jersey, North Carolina, Ohio, Oregon, and Virginia require insurers and agents to describe their information practices in addition to providing a Privacy Notice. There is significant overlap between the two notices, but in general our Information Practices include the following: Aflac may obtain information about you and any other persons proposed for insurance. Some of this information will come from you and some may come from other sources. That information and any other subsequent information collected by Aflac may in some circumstances be disclosed to third parties without your specific consent. Residents of these states have the right to access and correct the information collected about them except information that relates to a claim or to a civil or criminal proceeding. They also have the right to receive the specific reason for an adverse underwriting decision in writing. If you wish to have a more detailed explanation of our information practices required by your state, please submit a written request to: Aflac Worldwide Headquarters, ATTN: Client Services, 1932 Wynnton Road, Columbus, Georgia 31999.

NOTICE OF PRIVACY PRACTICES - PROTECTED HEALTH INFORMATION

If you would like a copy of Aflac's Notice of Privacy Practices - Protected Health Information, issued pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), copies are available by sending a written request to: Aflac Worldwide Headquarters, ATTN: Privacy Office, 1932 Wynnton Road, Columbus, Georgia

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PREAMBLE

The Employer hereby establishes a Flexible Benefits Plan ("Plan") for its Employees for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125. The Dependent Care Expense Reimbursement Plan ("DDC") is intended to qualify as a Code Section 129 dependent care assistance plan, and the Medical Care Expense Reimbursement Plan ("URM") is intended to qualify as a Code Section 105 medical expense reimbursement plan. Although printed within this document, the DDC and URM Plans are separate written plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Sections 105 and 129 of the Code and all applicable provisions of ERISA. The DDC and the URM are available only if designated as a Benefit Plan or Policy in the Summary Plan Description (SPD).

FLEXIBLE BENEFITS PLAN

ARTICLE I - DEFINITIONS

- 1.01 "Affiliated Employer"** means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m) of the Code.
- 1.02 "After-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to a Premium Deduction Authorization (PDA) after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan.
- 1.03 "Anniversary Date"** means the first day of any Plan Year.
- 1.04 "Benefit Plan(s) or Policy(ies)"** means those Qualified Benefits available to a Participant under this Plan as set forth in the SPD, as amended and/or restated from time to time.
- 1.05 "Board of Directors"** means the Board of Directors or other governing body of the Employer (the "Board"). The Board, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.
- 1.06 "Change in Status"** means any of the events described in the SPD, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the SPD for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.
- 1.07 "Code"** means the Internal Revenue Code of 1986, as amended.
- 1.08 "Compensation"** means the cash wages or salary paid to an Employee by the Employer.
- 1.09 "Dependent"** means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a) except as otherwise set forth in Code Section 21 (for Dependent Care FSA purposes, if offered under the Plan), Code Section 105 (for health plan purposes, if offered under the Plan), and Code Section 223 (for Health Savings Account purposes, if offered under the Plan). Also, for DDC purposes, a Dependent shall also be defined as in Code section 21(e)(5) (i.e., dependent of the custodial parent as defined in Code Section 152(e)). Children, as defined in Code Section 152(f)(1), are considered Dependents until age 26 (regardless of residence, marital status, tax dependent status, student status, or other factors).
- 1.10 "Dependent Care Reimbursement"** shall have the meaning assigned to it by Section 5.01 of the Plan.
- 1.11 "Earned Income"** means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includable in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.
- 1.12 "Effective Date"** of this Plan is the effective date set forth in the SPD.
- 1.13 "Eligible Employment-Related Expenses"** means those Qualifying Employment-Related Expenses (as defined below) paid or incurred incident to maintaining employment after the date of the Employee's participation in the DDC and during the Plan Year (plus any applicable grace period extension as described in the SPD), other than amounts paid to:
 - (a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;

- (b) the Participant's Spouse; or
- (c) a child of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.

- 1.14 "Eligible Medical Expenses"** means those expenses incurred by the Employee, or the Employee's Spouse or Dependents, after the date of the Employee's participation in the URM and during the Plan Year (plus any applicable grace period extension or carryover option as described in the SPD) to the extent that the expense satisfies the conditions set forth in the Summary Plan Description and are for "medical care" as defined by Code Section 213(d). For purposes of this Plan, the following expenses are not considered "Eligible Medical Expenses" even if they otherwise constitute "medical care" under Code Section 213(d): i) expenses for qualified long term care services (as defined in Code § 7702B(c)); and ii) expenses incurred for health insurance premiums; and iii) over-the-counter drugs and medicines that are not prescribed by a physician. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense, regardless of when the expense is paid.
- 1.15 "Employee"** means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Employer. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self-employed individual who receives from the Employer "net earnings from self-employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee.
- 1.16 "Employer"** means the Employer and the Affiliated Employers named in the SPD provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only that entity named on the first line of the Plan Information Summary of the SPD, and not any Affiliated Employer. Affiliated Employers who sign the Plan Information Summary and/or otherwise adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.
- 1.17 "ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.
- 1.18 "Health Care Reimbursement"** shall have the meaning assigned to it by Section 5.01 of the Plan.
- 1.19 "Highly Compensated Individual"** means an individual defined under Code Section 125(e) or 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."
- 1.20 "Key Employee"** means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.
- 1.21 "Nonelective Contribution(s)"** means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Spouse and Dependents, if applicable, under one or more of the Benefit Plan(s) or Policy(ies) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer. The amount of Nonelective Contribution for each Participant may be adjusted upward or downward in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the SPD or enrollment material, the Employer may make Nonelective Contributions available to Participants and allow Participants to allocate the Nonelective Contributions among the various Benefit Plans or Policies offered under the Plan in a manner set forth in the SPD of additional, taxable Compensation except as otherwise provided in the SPD or enrollment material.
- 1.22 "Participant"** means an Employee who becomes a Participant pursuant to Article II.
- 1.23 "Plan"** means the Flexible Benefits Plan, the SPD (defined in Section 1.35 herein) and (if applicable) the related Trust created by this document.
- 1.24 "Plan Administrator"** means the person(s) or Committee identified in the SPD that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.
- 1.25 "Plan Year"** shall be the period of coverage set forth in the SPD (as extended by any applicable grace period as set forth in the SPD).
- 1.26 "Premium Deduction Authorization" or "PDA"** Means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Plans or Policies with Pre-tax or

After-tax contributions and/or Benefit Credits (if offered under the plan) in accordance with Article III herein. Item 7.
Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the PDA may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

- 1.27 "Pre-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to a Premium Deduction Authorization before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Plan or Policy afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).
- 1.28 "Qualified Benefit"** means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, benefits prohibited under Section 125(f) (e.g. qualified health plans (as defined in Section 1301 of the Affordable Care Act) that are purchased in the individual market through a public Exchange and long-term care insurance) are not "Qualified Benefits".
- 1.29 "Qualifying Employment-Related Expenses"** means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services.
- 1.30 "Qualifying Individual"** means an individual defined as a "Qualifying Individual" in the Summary Plan Description.
- 1.31 "Qualifying Services"** means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:
- (a) in the Participant's home; or
 - (b) outside the Participant's home for (1) the care of a Dependent of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six (6) individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.
- 1.32 "Reimbursement Account(s)" or "Account(s)"** shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.18 herein) and Dependent Care Reimbursement (as defined in Section 1.10 herein) to the extent adopted by the Employer as set forth in the SPD. No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).
- 1.33 "Spouse"** means an individual who is legally married to a Participant (and who is treated as a spouse under the Code), but for purposes of the Dependent Care Reimbursement Plan provisions, shall not include an individual who, although married to the Participant, files a separate federal income tax return, maintains a separate, principal residence from the Participant during the last six months of the taxable year, and does not furnish more than one-half of the cost of maintaining the principal place of abode of the Qualifying Individual.
- 1.34 "Student"** means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.
- 1.35 "Summary Plan Description" or "SPD"** means the document attached as Attachment I to the Plan document that describes the term of Plan not set forth herein. The SPD and all applicable appendices are incorporated hereto by reference.
- 1.36 "Trustee"** (if applicable) means the person(s) or institution (and their successors) named on the signature page attached hereto, who have assented to being so named by their signature to this Agreement, otherwise empowered to hold and disburse the funds that are created hereunder.

ARTICLE II - ELIGIBILITY AND PARTICIPATION

- 2.01 Eligibility to Participate.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of any applicable entry date set forth in the SPD. The provisions of this Article are not

intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Plans or Policies and the terms of eligibility and participation for the Benefit Plan(s) or Policy(ies) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Plans or Policies.

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- 2.02 Termination of Participation.** Participation shall terminate on the earliest of the dates set forth in the SPD.
- 2.03 Eligibility to Participate in Reimbursement Accounts.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in the Reimbursement Accounts, if adopted by the Employer, on the date set forth in the SPD. Participation in the Reimbursement Accounts shall be effective on the date set forth in the SPD.
- 2.04 Qualifying Leave Under FMLA.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Plans or Policies that provide health coverage (including URM benefits to the extent offered under the Plan) on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave, and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.
- 2.05 Non-FMLA Leave.** If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III - BENEFIT ELECTIONS

- 3.01 Election of Contributions.** A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (as set forth in the SPD) to fund any Benefit Plan or Policy available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required, to allocate Non-elective Contributions to one or more Benefit Plans or Policies offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Nonelective Contributions among the various Benefit Plans or Policies in a manner set forth in the SPD or enrollment material.
- 3.02 Initial Election Period.**
- (a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date should complete, sign and file a PDA with the Plan Administrator during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial PDA shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.
 - (b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period.** An Employee who becomes eligible to become a Participant in this Plan after the Effective Date should complete, sign and file a PDA with the Plan Administrator (or its designated third party administrator as set forth on the PDA) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Plans or Policies will be effective in accordance with the governing provisions of such Benefit Plans or Policies.
 - (c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a PDA in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.
- 3.03 Annual Election Period.** Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date that the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.
- 3.04 Change of Elections.** A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Nonelective Contributions except for election changes permitted under this Section 3.04, and for changes made during the Annual Election Period (Section 3.03), changes caused by termination of employment (Section 3.05) and changes pursuant to the Family and Medical Leave Act (Section 2.04).

Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later. The circumstances under which a Participant may change his election under this Plan are set forth in the SPD.

- 3.05 Impact of Termination of Employment on Election or Cessation of Eligibility.** Termination of employment or cessation of eligibility shall automatically revoke any Pre-tax Contributions. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year. Rules governing elections for former participants rehired during the same Plan Year shall be set forth in the SPD.

ARTICLE IV - BENEFIT FUNDING

- 4.01 Source of Benefit Funding.** The cost of coverage under the component Benefit Plans or Policies shall be funded by the Participant's Pre-tax and/or After-tax Contributions and/or any Nonelective Contributions provided by the Employer. The required contributions for each of the Benefit Plans or Policies offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the PDA) shall equal the contributions required from the Participant less any available Nonelective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Plans or Policies elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions plus any Nonelective Contributions made available by the Employer for Benefit Plan(s) or Policy(ies) offered under this Plan shall not exceed the aggregate cost of the Benefit Plan(s) or Policy(ies) elected by the Employee.
- 4.02 Reduction of Certain Elections to Prevent Discrimination.** If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.
- 4.03 Health Care Reimbursement.** To the extent offered under the Plan, each Participant's URM will be credited for Health Care Reimbursement with amounts withheld from the Participant's Compensation and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article V of this document. The entire amount elected by the Participant on the PDA as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the participant for Expenses incurred during the Plan Year (plus any grace period or carryover option as set forth in the SPD) shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his URM. In no event will the amount of Health Care Reimbursements in any Plan Year (plus any grace period, if applicable, as set forth in the SPD) exceed the annual amount specified for the Plan Year in the PDA for Health Care Reimbursement. Unless the Plan provides for the carry-over option of up to \$500 of unused health FSA funds, any amount in excess of the pre-determined carry-over limit credited to the Health Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Health Care Reimbursement within the grace period (if applicable) and Run-Off period set forth in the SPD. The Plan cannot simultaneously provide for both the grace period option and the carryover option. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the URM shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD. In no event will Participants' PDAs include contributions that exceed the dollar limitations set forth by the IRS.
- 4.04 Dependent Care Reimbursement.** To the extent offered under the Plan, each Participant's DDC will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Dependent Care Reimbursement for the Plan Year within the Run-Off period set forth in the

SPD. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. maximum annual reimbursement amount shall not exceed the dollar limitations set forth by the IRS. Item 7.

ARTICLE V - BENEFITS

- 5.01 Qualified Benefits.** The maximum benefit a participant may elect under this Plan shall not exceed the sum of i) the aggregate premium for all Benefit Plan(s) or Policy(ies) set forth in the SPD (other than Health and DDC); ii) any pre-tax HSA contributions (if allowed under the Plan); and iii) the maximum annual Health Care Reimbursement under the URM as set forth in the SPD (if offered under the Plan); and iv) the maximum annual Dependent Care Reimbursement under the DDC as set forth in the SPD (if offered under the Plan.)
- (a) **Special Rules for Health Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Spouse or Dependents while he is a Participant during the Plan Year (plus any grace period extension as specified in the SPD) for which the Participant's election is effective provided that the substantiation requirements of Section 6.05 herein are satisfied.
- (b) **Special Rules for Dependent Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (plus any applicable grace period extension as described in the SPD) for which the Participant's election is effective, provided that the substantiation requirements of Section 6.05 have been satisfied.
- 5.02 Cash Benefit.** To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Nonelective Contributions may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.
- 5.03 Repayment of Excess Reimbursements.** If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Plan that exceed the amount of Eligible Medical Expenses and/or Eligible Employment Related Expenses that have been substantiated by such Participant during the Plan Year as required by Section 6.05 herein, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.
- 5.04 Termination of Reimbursement Accounts.** Coverage under the URM and/or DDC shall cease as of the day in which a Participant is no longer employed by the Employer or when a premium payment for the respective plan(s) has been missed for any reason. Provided, however, that Participants may submit claims under the DDC for reimbursement for Eligible Employment-Related Expenses arising during the Plan Year at any time until the end of the Run-Off period set forth in the SPD. Participants in the URM may submit claims for reimbursement for Eligible Medical Expenses arising during the Plan Year and before the date of separation from service at any time until the end of the Run-Off period set forth in the SPD. Unless a COBRA election is made as set forth in the SPD, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after employment ceases under this Section. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Sections 4.03 or 4.04.
- 5.05 Coordination of Benefits Under the URM.** The URM is intended to pay benefits solely for otherwise unreimbursed medical expenses. Accordingly, it shall not be considered a group health plan for coordination of benefits purposes, and its benefits shall not be taken into account when determining benefits payable under any other plan.

ARTICLE VI - PLAN ADMINISTRATION

- 6.01 Allocation of Authority.** The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. In the case of an insured Benefit Plan or Policy, the insurer shall be the named fiduciary with respect to benefit claim determinations thereunder, and with respect to benefit claims shall have all of the powers of the Plan Administrator described herein. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:
- (a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

- (b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;
- (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;
- (d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer or insurer as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
- (e) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;
- (f) To keep records of all acts and determinations, and to keep all such records, books of account, and data and other documents as may be necessary for the proper administration of the Plan; and
- (g) To do all things necessary to operate and administer the Plan in accordance with its provisions.

6.02 Payment of Administrative Expenses. Except as otherwise provided in the SPD, the Employer currently pays all reasonable expenses incurred in administering the Plan.

6.03 Reporting and Disclosure Obligations. Unless specified otherwise, it shall be the Employer and Plan Administrator's sole responsibility to comply with all filing, reporting, and disclosure requirements, imposed by the DOL and/or IRS, specifically including, but not limited to creating, filing and distributing Summary Annual Reports, Form 5500s, and SPDs. Furthermore, the Employer and Plan Administrator shall be required to amend the Plan as is necessary to ensure compliance with applicable tax and other laws and regulations.

6.04 Indemnification. The Plan Administrator shall be indemnified by the Employer against claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect, or willful misconduct.

6.05 Substantiation of Expenses. Each Participant must submit a written Claim Form to the Plan Administrator identified in the SPD or its designated plan service provider to receive reimbursements from the URM and/or DDC, on a form provided by the Plan Administrator accompanied by a written statement/bill from an independent third party stating that the expense has been incurred, and the amount thereof. The forms shall contain such evidence, as the Plan Administrator shall deem necessary as to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.

6.06 Reimbursement. Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator identified in the SPD or its designated plan service provider. Reimbursements of less than \$15 may be carried forward and aggregated with future reimbursements until the reimbursable amount is greater than \$15. However, claims for reimbursements outstanding at the end of the Plan Year (plus any grace period as set forth in the SPD) shall be reimbursed without regard to the \$15 threshold limit. Year-end expense reimbursements must be submitted to the Plan Administrator within 90 days of the close of the Plan Year for which the PDA is effective, and during which such expense was incurred, in order to be eligible for reimbursement.

6.07 Annual Statements. The Plan Administrator shall furnish each Participant with an annual statement, showing the amounts paid or expenses incurred by the Employer in providing Medical and/or Dependent Care Expense Reimbursement during the previous calendar year and the respective Reimbursement Account balance(s) on or before January 31 following the close of the applicable Plan Year.

ARTICLE VII - FUNDING AGENT

The Plan shall be funded with amounts withheld from Compensation pursuant to PDAs, and/or Nonelective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations promulgated by the DOL taking into consideration any enforcement procedures adopted by the DOL. If a Trust is designated Funding Agent in the SPD, an appropriate Trust Agreement shall be attached at the end of this Plan.

ARTICLE VIII - CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility

and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefit the Reimbursement Accounts.

Item 7.

ARTICLE IX - AMENDMENT OR TERMINATION OF PLAN

- 9.01 Permanency.** While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 9.02 and 9.03 below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.
- 9.02 Employer's Right to Amend.** The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g. by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Plan or Policy shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.
- 9.03 Employer's Right to Terminate.** The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.
- 9.04 Determination of Effective Date of Amendment or Termination.** Any such amendment, discontinuance, or termination shall be effective as of such date as the Employer shall determine. No amendment, discontinuance or termination shall allow the return to any Employer of any Reimbursement Account balance for its use for any purpose other than for the exclusive benefit of the Participants and their beneficiaries except as provided in Section 4.03 and 4.04 herein.

ARTICLE X - GENERAL PROVISIONS

- 10.01 Not an Employment Contract.** Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.
- 10.02 Applicable Laws.** The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.
- 10.03 Post-Mortem Payments.** Any benefit payable under the Plan after the death of a Participant shall be paid to his surviving spouse (if any), otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.
- 10.04 Nonalienation of Benefits.** Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person.
- 10.05 Mental or Physical Incompetency.** Every person receiving or claiming benefits under the Plan shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed.
- 10.06 Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.
- 10.07 Requirement for Proper Forms.** All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.
- 10.08 Source of Payments.** The Employer, the Trust fund (if selected as Funding Agent), and any insurance company contracts purchased or held by the Employer or funded pursuant to this Plan shall be the sole sources of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon

termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary. Item 7.

- 10.09 Multiple Functions.** Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 10.10 Tax Effects.** Neither the Employer, its agents, the Plan Administrator, nor the Trustee makes any warranty or other representation as to whether any Pre-tax Premiums made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary is includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.
- 10.11 Gender and Number.** Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
- 10.12 Headings.** The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.
- 10.13 Incorporation by Reference.** Except for the Medical and Dependent Care Expense Reimbursement Plan(s), the actual terms and conditions of the separate component Benefit Plans or Policies offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. The provisions of the Medical and Dependent Care Expense Reimbursement Plan(s) are reproduced herein, but shall constitute separate plans for purposes of all applicable Code and ERISA provisions.
- 10.14 Severability.** Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.
- 10.15 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.
- 10.16 Provisions Relating to Insurers.** No insurer shall be required or permitted to issue an insurance policy or contract that is inconsistent with the purposes of this Plan, nor be bound to take any action not in accordance with the terms of any policy or contract with this Plan. The insurer shall not be deemed to be a party to this Plan, nor shall it be bound to interpret the construction or validity of the Plan. The insurer shall be protected from its good faith reliance on the written representations and instructions of the Trustee and the Plan Administrator, and shall not be responsible for the initial or continued qualified status of the Plan.
- 10.17 Forfeiture of Unclaimed Reimbursement Account Benefits.** Unless the Employer has implemented a \$500 carryover with respect to the URM, any Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health or Dependent Care Expense was incurred shall be forfeited.
- 10.18 HIPAA Privacy.** To the extent a URM is offered under the Plan, the rights and obligations of an individual covered under the URM, the Employer and Plan, with respect to permitted uses and disclosures of a covered individual's protected health information, set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be summarized in the SPD.

ARTICLE XI - CONTINUATION COVERAGE UNDER COBRA

The SPD includes provisions that shall be applicable to the URM to the extent the URM is a "group health plan" as defined by Code §§ 4980B and 5000(b)(1) and the regulations promulgated thereunder and to the extent it is offered under the Plan. The intent of those provisions (as incorporated in this Article) is to extend continuation rights required by COBRA.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the date set forth below.

EMPLOYER'S ACKNOWLEDGMENT

As evidenced by the formal execution of this document, the undersigned Employer adopted and established this Plan on the Effective Date as the Flexible Benefits Plan of the undersigned Employer. In doing so, the undersigned Employer acknowledges that the Summary Plan Description ("SPD") and this Plan document are important legal instruments with significant legal and tax implications.

The Employer also acknowledges that it has read this SPD and the Plan document in their entirety, has consulted independent legal and tax counsel other than representatives of American Family Life Assurance Company of Columbus (Aflac), to the extent considered necessary, and accepts full responsibility for participation of Employees hereunder and the operation of the Plan. The Employer acknowledges that, as sponsor and Plan Administrator, it shall have sole responsibility to comply with all filing, reporting, and disclosure requirements imposed by the DOL, IRS, or any other government agency, specifically including, but not limited to, creating and filing Form 5500s and preparing and distributing SPDs and performing required nondiscrimination testing.

Furthermore, the Employer further acknowledges that it shall bear sole responsibility for amending the Plan as necessary to ensure compliance with applicable tax, labor, and other laws and regulations. The Employer acknowledges receipt of the checklist of Plan Sponsor Responsibilities included provided with the applicable plan document request form and has agreed to the obligations set forth therein.

It is also understood and agreed that American Family Life Assurance Company of Columbus (Aflac), and its subsidiaries, agents, and representatives, are not providing legal or tax advice to the undersigned Employer in connection with this Plan and that no representations are made by it with respect to the operation of the Flexible Benefits Plan pursuant to the documents provided by American Family Life Assurance Company of Columbus (Aflac) to the Employer.

This Plan shall be construed and enforced according to the Internal Revenue Code of 1986, as amended from time to time, the applicable regulations thereto, and the laws of the state of the principal place of business of the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan and Summary Plan Description to be executed on the day of _____, _____ to ratify the adoption of the Plan adopted and effective as of the Effective Date.

WITNESS:

Employer: _____

By: _____

Title: _____

Date: _____

Corporate Officer

ATTACHMENT I - SUMMARY PLAN DESCRIPTION

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Item 7.

PLAN INFORMATION SUMMARY

The Employer named below establishes a Flexible Benefits Plan (the "Plan") as set forth in this Summary Plan Description ("SPD") as of the Effective Date set forth below. The purpose of the Plan is to provide eligible Employees a choice between cash and the specified welfare benefits described in this Plan Information Summary (see "Benefits Provided Under the Plan"). Pre-tax Contribution elections under the Plan are intended to qualify for the exclusion from income provided in Section 125 of the Internal Revenue Code of 1986.

FLEXIBLE BENEFITS PLAN EMPLOYER INFORMATION

- 1) Name and Address of Employer: **CITY OF MANOR**
Plan Administrator: **TRACY VASQUEZ
PO BOX 387
MANOR, TX 78653**

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact and to construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD.

- 2) Employer's Telephone Number: **(512) 215-8287**
3) Employer's Federal Tax Identification Number: **74-1664745**
4) Plan Number Assigned to Cafeteria Plan (e.g., 501 if this is the first ERISA Plan Number assigned): _____
5) 125 Start Date: **10/01/06**
6) Effective Date of this Plan: **10/01/23**
7) Last Day of the Plan Year: **08/31/24**
Subsequent Plan Years: **09/01-08/31**
8) Name and Address of FSA Claim Administrator: **SAME**
9) Name and Address of registered agent for service of legal process: **TRACY VASQUEZ**

- 10) Affiliated Employers that will participate in the Plan :

- 11) Employer's Type of Business: **CORPORATION**

ELIGIBILITY

All Employees employed by the Employer shall be eligible to participate under the Plan except the following:

An eligible Employee may become a Participant in the Plan:

[] Immediately, upon the first day of employment (but not prior to the Effective Date of the Plan).

[**X**] On the **60 day** following commencement of employment.

[] On the first day of the month following days of employment.

[] Other: **OTHER**
provided the Employee completes a Premium Deduction Authorization ("PDA"). However, eligibility for coverage under any given Benefit Plan or Policy shall be determined by the terms of that Benefit Plan of Policy, and reductions of the Employee's Compensation to pay Pre-tax or After-tax Contributions shall commence when the Employee becomes covered under the applicable Benefit Plan or Policy.

An eligible Employee may become a Participant in the Dependent Care and/or Medical Expense Reimbursement Plan(s) (if elected below):

[] On the same day such Employee is eligible for the Pre-Tax Contribution benefits under the Plan.

[] On the day following commencement of employment.

[] On the first day of the month following days of employment.

[] Other: **OTHER**, provided the Employee completes a PDA selecting such benefits.

BENEFITS PROVIDED UNDER THE PLAN

The following Benefit Plans and Policies subject to the terms and conditions of the Plan are available for election by eligible Employees. The maximum a Participant can contribute via the PDA is the maximum aggregate cost of the Benefit Plans or Policies elected minus any Nonelective Contribution made by the Employer. It is intended that such Pre-tax Contribution amounts shall, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes. Copies of the Benefit Plans or Policies (or a list of eligible Policy numbers) shall be attached as an appendix to this Plan.

- ☒ [X] Group Major Medical Coverage
- ☐ [] Vision Care Coverage
- ☐ [] Disability Income - Short Term (A&S)
- ☒ [X] Cancer Insurance
- ☒ [X] Dental Coverage
- ☐ [] Group Term Life Insurance
- ☐ [] Disability Income - Long Term (LTD)
- ☐ [] Intensive Care Insurance
- ☒ [X] Accident Insurance
- ☒ [X] Hospital Indemnity Insurance (HIP)
- ☒ [X] Specified Health Event
- ☐ [] Personal Sickness Indemnity (PSI)
- ☐ [] Medical Care Expense Reimbursement described in Appendix I to this SPD, not to exceed \$ per Plan Year pursuant to the **CITY OF MANOR** Medical Care Expense Reimbursement Plan.

Name and Address of Medical Care Expense Reimbursement Plan
COBRA Administrator (if applicable): _____

- ☐ [] Dependent Care Expense Reimbursement described in Appendix I to this SPD.
- ☐ [] Health Savings Account (as defined in Code Section 223) established with the following

Custodian/Trustee: _____

- ☐ [] Opt-out Option: See Employer enrollment material.

THE FUNDING AGENT

The Employer selects the following Funding Agent for the Plan (check one):

- ☐ ☐ The Employer, which will comply with the requirements of Article VII of the Plan.
- ☐ ☐ The Flexible Benefits Trust created concurrently with the execution of the Plan, which shall receive contributions under the Plan in accordance with Article VII of the Plan.

ADMINISTRATIVE EXPENSES

Administrative Expenses incurred in operating the Plan shall be paid by (check one):

- ☐ ☐ The Employer, except as otherwise noted in the Plan.
- ☐ ☐ The Participants, except as otherwise noted in the Plan.

Introduction

Your employer (the "Employer") is pleased to sponsor an employee benefit program known as a "Flexible Benefits Plan" (the "Plan") for you and your fellow employees. Under federal tax laws, it is also known as a "cafeteria plan". It is so called because it lets you choose from several different insurance and fringe benefit programs according to your individual needs. The Employer provides you with the opportunity to use pre-tax dollars to pay for them by entering into a salary redirection arrangement instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are nontaxable; you save Social Security and income taxes on the amount of your salary redirection. Alternatively, your Employer may allow you to pay for any of the available benefits with after-tax contributions on a salary deduction basis.

This Summary Plan Description ("SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary attached to the front of this SPD. You will be referred to the Plan Information Summary throughout the SPD. The Plan is also established pursuant to a plan document into which this SPD has been incorporated. If there is a conflict between the official plan document and the SPD, the plan document will govern.

In some cases, the Employer may adopt a Medical Care and/or Dependent Care Reimbursement Plan. If so, they will be listed in the Plan Information Summary as "Benefits Provided under the Plan," and the SPD for each Reimbursement Plan adopted by the Employer will be set forth in Appendix I to this SPD. To the extent that the Employer adopts a Medical Care Reimbursement Plan as indicated in the Plan Information Summary, a summary of your rights and obligations under HIPAA's privacy rules is attached to this SPD as Appendix II.

You may also be able to make pre-tax contributions to a Health Savings Account (as defined in Code Section 223) through this Plan if Health Savings Accounts are identified as an included benefit under "Benefits Provided under the Plan" in the Plan Information Summary. If Health Savings Accounts are identified as a benefit plan option offered under the Plan, your rights and obligations in regard to such contributions will be set forth in the Health Savings Account Contribution Appendix attached hereto.

Questions & Answers about the Flexible Benefits Plan

Q-1. What is the purpose of the Plan?

The purpose of the Plan is to allow eligible employees to pay for certain benefits offered under the Plan (called "Benefit Plans or Policies") with pre-tax dollars called "Pre-tax Contributions". Pre-tax Contributions are described in more detail in Q-8 of this SPD.

Q-2. What benefits can I purchase on a pre-tax basis through the Plan?

You will be able to choose to participate in the Plan's various pre-tax options by filling out any required enrollment form(s) for the component Benefit Plans or Policies offered under the Plan. The complete list of Benefit Plans or Policies offered under the Plan is located in the Plan Information Summary under "Benefits Offered Under the Plan." NOTE: You may only contribute with Pre-tax Contributions towards the cost of Benefit Plans or Policies that cover you, your legal Spouse, and/or your tax Dependents defined under Internal Revenue Code Section 152. Each Benefit Plan or Policy may define eligible Dependents more narrowly for purposes of coverage under the particular Benefit Plan or Policy.

Q-3. Who can participate in the Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who satisfies the eligibility requirements described in the Plan Information Summary and who is eligible to participate in any of the Benefit Plans or Policies offered under the Plan will be eligible to participate in this Plan as of the date described in the Plan Information Summary (see Q-5 of this SPD for instructions on how to become a Participant). Those employees who actually participate in the Plan are called "Participants." The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Plans or Policies offered under the Plan. For the details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Plans or Policies, please refer to the plan summary for each of the Benefit Plans or Policies listed in the Plan Information Summary.

Only coverage for an Employee and the Employee's Dependents may be paid for under this Plan. A dependent is defined generally as an individual who would be considered the Employee's spouse under the federal income tax code or the Employee's tax dependents as defined in Code Section 152; however, for purposes of health benefits and Dependent Care Reimbursement ("DDC") benefits offered under the Plan, a dependent is defined as (i) for health plan purposes, as set forth in Code Section 105(b) and (ii) for DDC purposes, as any person who meets the requirements to be a "qualifying individual" as defined in the DDC component SPD.

Q-4. When does my participation in the Plan end?

You continue to participate in the Plan until (i) you elect not to participate in accordance with Q-9 of this SPD; (ii) you no longer satisfy the eligibility requirements described in the Plan Information Summary; (iii) you terminate employment with the Employer; or (iv) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will **automatically** cease, and you will not be able to make any more

Pre-tax Contributions under the Plan. If you are rehired within the same Plan Year or you become eligible again, you may make new elections, provided that you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility. If you are rehired or again become eligible within 30 days or less, your prior elections will be reinstated and remain in effect for the remainder of the Plan Year unless you again lose eligibility.

Q-5. How do I become a Participant?

You become a Participant by communicating to your employer, prior to the Plan start date, your election to participate in the Plan by signing an individual Premium Deduction authorization (PDA) on which you elect one or more of the Benefit Plans or Policies available under the Plan, as well as agree to a salary redirection to pay for those benefits so elected. You will be provided a PDA when you first become eligible to participate in this Plan.

Q-6. What are the enrollment periods for entering the Plan?

If you are eligible on the effective date of the Plan, you must enroll during the enrollment period immediately preceding the effective date of the Plan. Otherwise, you must enroll during either the "Initial Enrollment Period" or the "Annual Enrollment Period". You will be notified of the dates that each enrollment period begins and ends in the enrollment material provided to you prior to each enrollment period. If you make an election during the Initial Enrollment Period, your participation in this Plan will begin on the later of your eligibility date described in the Plan Information Summary, the first pay period coinciding with or next following the date that your election is received by the Plan Administrator (or its designated claims administrator) or the date coverage under a Benefit Plan or policy that you elect begins. The effective date of coverage under the applicable Benefit Plan(s) or Policy(ies) is governed by the terms of each Benefit Plan or Policy, as set forth in the governing documents for each Benefit Plan or Policy. The election that you make during the Initial Enrollment Period is effective for the remainder of the Plan Year and generally cannot be revoked during the Plan Year unless you have a Change in Status event as described in Q-9 below. If you do not make an election during the Initial Enrollment Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. You may, however, be covered by certain Benefit Plans or Policies automatically (and be required to contribute with pre-tax dollars) even if you fail to make an election. These automatic Benefit Plans or Policies are called "Default Benefits" and will be identified in the enrollment material that you receive.

The election that you make during the Annual Enrollment Period is effective the first day of the next Plan Year and is irrevocable for the entire Plan Year unless you have a Change in Status event described in Q-9 below. A Participant who fails to complete, sign, and file a PDA during the Annual Enrollment Period as required shall be deemed to have elected to continue participation in the Plan with the same benefit elections as during the prior Plan Year (adjusted to reflect any increase/decrease in applicable premiums), and except for a Change in Status, will not be permitted to modify his election until the next Annual Enrollment Period. Notwithstanding the foregoing, annual elections for participation in the Medical Care and Dependent Care Expense Reimbursement Plans, if offered under the Plan, must be made by submitting a PDA prior to the beginning of each Plan Year -- no deemed elections shall occur with respect to such benefits.

The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. What tax advantages are available through the Plan?

Suppose your monthly gross pay is \$2,500 per month and your cost for coverage is \$140 per month. Also, suppose your total withholdings (income tax and Social Security) are 22.65%. After paying for coverage from your after-tax pay, your take home pay is \$1,794. However, under the pre-tax premium plan, you will be considered to have received \$2,360 gross pay rather than \$2,500 for tax purposes with \$140 contributed for medical coverage. This means your take home pay will be \$1,825 with the pre-tax premium plan rather than \$1,794 without it. Thus, you save \$31 per month (\$372 per year) by participating in the pre-tax premium plan. The Table below illustrates this savings.

	<u>With Cafeteria Plan</u>	<u>Without Cafeteria Plan</u>
Gross Monthly Pay	\$2,500	\$2,500
Pre-Tax Coverage Under Plan	140	--
Taxable Income	<u>2,360</u>	<u>2,500</u>
Estimated Federal Tax (15%)	354	375
FICA Tax	181	191
After-tax Coverage	--	<u>140</u>
Take Home Pay	1,825	1,794

Potential Monthly Savings: \$31.00

Q-8. How are my contributions under the Benefit Plans or Policies made?

When you become a Participant, your share of the contributions for the elected Benefit Plan or Policy(ies) will be paid with Pre-tax Contributions elected on the PDA. Pre-tax Contributions are amounts withheld from your gross income before any applicable federal and state taxes have been deducted (some state tax laws do not recognize Pre-tax Contributions). In addition, all or a portion of the cost of the Benefit Plans or Policies may, in the Employer's discretion, be paid with contributions made by the Employer on behalf of each Participant (these are called "Nonelective Contributions"). The amount of Nonelective Contribution that is applied towards the cost of the Benefit Plan(s) or

Policy(ies) for each Participant and/or level of coverage is subject to the sole discretion of the Employer, and it adjusted upward or downward in the Employer's sole discretion. The Nonelective Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your Dependent status, commencement or termination date of your employment during the Plan Year, and such other factors that the Employer deems relevant. In no event will any Nonelective Contribution be disbursed to you in the form of additional, taxable Compensation except as otherwise provided in the enrollment material. To the extent set forth in the enrollment material, the Employer may make available a certain amount of Nonelective Contributions and then allow you to allocate the Nonelective Contributions among the various Benefit Plan(s) or Policy(ies) that you choose (subject to restrictions described in the enrollment material).

Q-9. Can I ever change my election during the Plan Year?

Generally, you cannot change your election to participate in the Plan or vary the Pre-tax Contribution amounts although your election will terminate if you are no longer working for the Employer or no longer eligible under the terms of the Plan. Otherwise, you may change your elections for Pre-Tax Contributions only during the Annual Enrollment Period, and then, only for the coming Plan Year. There are several important exceptions to this general rule: You may change or revoke your previous election during the Plan Year if you file a written request for change with the Plan Administrator (or its designated claims administrator) within 30 days of any of the following events:

1. **Change in Status.** If one or more of the following "Changes in Status" occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator determines are permitted under subsequent IRS regulations:

- a change in your legal marital status (such as marriage, legal separation, annulment, or divorce or death of your Spouse);
- a change in the number of your tax Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
- any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan and the Plan of another employer) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit (NOTE: The specific rules governing election changes when you take a leave of absence are described in Q-13 of this SPD);
- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student);
- a change in your, your Spouse's or your Dependent's place of residence.
- a change in your employment status such that you are no longer to average 30 hours or more per week each month but does not otherwise cause you to lose eligibility for group health benefits that provide minimum essential coverage; or
- you are eligible to enroll in a Qualified Health Plan offered in the Marketplace during the Marketplace's special or annual enrollment period.

If a Change in Status occurs and you want to make a corresponding election change, you must inform the Plan Administrator and complete a new election within 30 days from the date of the event. The election change must be on account of and correspond with the Change in Status event as determined by the Plan Administrator with the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective.

As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects eligibility for coverage. A Change in Status affects eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

- **Loss of Dependent Eligibility.** For accident and health benefits (e.g., health, dental and vision coverage, and Medical Care Reimbursement Plan), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent.

Example: Employee Mike is married to Sharon, and they have one child. The employer offers a cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-Dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-Dependent coverage would be consistent with this Change in Status. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent child or yourself.

- **Gain of Coverage Eligibility Under Another Employer's Plan.** For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or Benefit Plan or Policy) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status *only* if coverage for that individual becomes effective or is increased under the other employer's plan.
- **Dependent Care Reimbursement Plan Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).** With respect to the Dependent Care Reimbursement Plan benefit (if offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of Dependent care assistance expenses for the available tax exclusion.

Example: Employee Mike is married to Sharon, and they have a 12 year-old daughter. The employer's plan offers a Dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by \$2,000 during a plan year to fund Dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the Dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the Dependent care program would be consistent with this Change in Status.

- **Ability to Procure Minimum Essential Coverage.** For a Change in Status in which you no longer average 30 hours or more per week each month but do not otherwise lose eligibility for group health benefits that provide minimum essential coverage, your election to revoke coverage under the Plan would correspond with that Change in Status *only* if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in another plan that provides minimum essential coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.
- **Gain of Coverage Eligibility in the Marketplace.** For a Change in Status in which you gain eligibility for coverage in a Qualified Health Plan in the Marketplace's special or annual enrollment period, your election to revoke coverage under the Plan would correspond with that Change in Status *only* if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in new coverage under a Qualified Health Plan that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.
- **Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).** For group term life insurance, disability income, and accidental death and dismemberment benefits, if you experience any Change in Status (as described above), you may elect either to increase or decrease coverage.

Example: Employee Mike is married to Sharon, and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects \$10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights.** If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Plan for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan description for an explanation of special enrollment rights.
3. **Certain Judgments, Decrees and Orders.** If a judgment, decree or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under

this Plan, you may change your election to provide coverage for the Dependent child identified in the order. If the requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child. Item 7.

4. **Entitlement to Medicare or Medicaid.** If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.
5. **Change in Cost.** If you are notified that the cost of your Benefit Plan or Policy coverage under the Plan *significantly* increases or decreases during the Plan Year, you may make certain election changes. If the cost significantly increases, you may choose either to make an increase in your contributions, revoke your election and receive coverage under another Benefit Plan or Policy that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For *insignificant* increases or decreases in the cost of Benefit Plans or Policies, however, your Pre-tax Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met.

Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. **Change in Coverage.** If you are notified that your Benefit Plan or Policy coverage under the Plan is significantly curtailed, you may revoke your election and elect coverage under another Benefit Plan or Policy that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive on a prospective basis coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will have final discretion to determine whether the requirements of this section are met.

Additionally, your election(s), may be modified downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

Q-10. How long will the Plan remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

Q-11. What happens if my claim for benefits under this Plan is denied?

This SPD describes the basic features of the Plan. If your claim is for a benefit under one of the component Benefit Plans or Policies, you will generally proceed under the claims procedures applicable under the component Benefit Plan or Policy (see the plan summary for each of the Benefit Plans or Policies that you elect). However, if you are denied a benefit under this Plan, the claims procedure under this Plan will apply. You will be notified if your claim under the Plan is denied. The notice of denial will be furnished to you within 30 days after receiving your claim. However, if additional time is needed to process your claim you will be notified before the initial 30-day period has expired. The notice will explain why an extension is necessary and the date a decision is expected to be rendered. In no event will an extension go beyond 15 days after the end of the initial 30-day period. The notice of the denial will include the specific reasons for the denial and the relevant plan provisions on which the denial was based.

If your claim is denied in whole or in part, you may appeal by requesting a review of the denied claim, as set forth in the notice of denial, within 180 days after you receive notice of the denial. If there are two levels of appeal (as indicated in the notice of denial), you will have a reasonable amount of time in which to request a second review and such time period will be identified in the notice of denial. As part of the appeal process (whether there is one or two appeals), you or your authorized representative may examine documents, records, and other information relevant to your claim and submit issues, documents and comments in writing. Within 60 days after the request for review is received, you will be notified in writing of the decision on review.

The notice of denial will indicate whether there are one or two levels of appeals and will contain the same type of information provided to you in the first notice of denial. If there are two levels of Plan appeals, the decisions on appeal will be made within 30 days after the request for each review is received. The Plan Administrator is the claims fiduciary for making the final decision under the plan.

In the event of your death, your beneficiary has the same rights and is subject to the same time limits and other restrictions that would otherwise apply to you under the claims procedures explained above.

Q-12. What effect will Plan participation have on Social Security and other benefits?

Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

Q-13. What happens if I take a leave of absence?

- (a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Plans or Policies providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).
- (b) Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).
- (c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator.
- (d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Plans or Policies providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.
- (e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and Employer.
- (f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Plans or Policies providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Plans or Policies are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.
- (g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Plan or Policy offered under this plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Plan or Policy, the election change rules in Q-9 of this SPD will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-14. Is there any other information that I should know about the Plan?

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. The Plan Administrator's name, address and telephone number appear in the Plan Information Summary attached to the front of this SPD. The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD. Other important information such as the Plan Number and Plan Sponsor's name and address has also been provided in the Plan Information Summary.

Account Name: CITY OF MANORTax ID: 741664745 Group No.: UA259 Writing No.: WB246**Payroll Account Acknowledgment***All applicable sections must be completed for processing.***INSTRUCTIONS**

- ALL accounts must complete Section 8, Authorization and Signatures.
- Accounts establishing or modifying a WingspanSM cafeteria plan must complete Section 5.
- Accounts with another carrier's cafeteria plan must complete Section 7.
- Broker Information must be completed in Sections 9 and 10.
- Fax the completed form to 1-866-AFL-NASA (1-866-235-6272).

1. GENERAL ACCOUNT INFORMATION

- ☐ New Aflac Payroll Account
☒ Changes to an Existing Aflac Payroll Account
☐ Split or Transferred Account

Group Number: _____

Transferring From Account: _____

Will new split account be affiliated with an existing Aflac account? ☐ Yes, Account: _____ ☐ NoDoes this account have multiple locations, each requiring an invoice? ☐ Yes ☐ NoAre there any existing policies to place on this account? ☐ Yes ☐ No (If yes, list the policies on a separate page and send it with the completed Payroll Account Acknowledgment form to Aflac WWHQ.)Name of Account:
CITY OF MANORType of Business:
MUNICIPALITYTax ID No.:
741664745

SIC Internet Request No.: _____

Affiliate/Subsidiary of (if applicable): _____

Master Account No.: _____

Mailing Address:
PO BOX 387City:
MANORState:
TXZip:
78653-0387Location Address: ☐ Check if same as mailing address (P.O. Box is not acceptable).
105 E EGGLESTON STCity:
MANORState:
TXZip:
78653Phone:
(512)272-5555

Fax (if applicable): _____

Total Employees: 105 Total Benefits-Eligible Employees: 105 Total Benefits-Eligible W-2 Employees: _____Total benefits-eligible 1099 Workers: 105Will benefits-eligible 1099 workers be applying for coverage? ☐ Yes ☐ NoIs this a leasing company or staffing agency?
☐ Yes ☒ NoIf yes, will the temporary/leased employees be applying for coverage? ☐ Yes ☐ NoAccount Website Address (if applicable):
https://www.cityofmanor.org/Is there an established Aflac New York account? ☐ Yes ☒ No If yes, provide the name and group number: _____

American Family Life Assurance Company of Columbus (Aflac)
 Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999 • 1.800.99.AFLAC (1.800.992.3522)

Account Name: CITY OF MANORTax ID: 741664745Group No.: UA259Writing No.: WB246

Please consult with employer's payroll contact to ensure accurate completion of the next section.

What led your organization to begin offering Aflac products to your employees? (Check all that apply.)

- ☐ Employee/Member Request ☐ Benefit Package Improvement ☐ Benefit Advisor or Broker Recommendation
☐ Sales Associate/Agent ☐ Commercial Advertising ☐ Value of Aflac Products
☐ Other: _____

2. ENROLLMENT INFORMATION

Enrollment Period: What is the length of the enrollment period? _____ (Options are 30, 60, or 90 days.)

Will the enrollment period exceed 90 days? ☐ Yes ☐ No

If yes, has this been approved by Sales Support?

☐ Yes ☐ NoEnrollment Provider(s): ☐ Field ☐ Broker ☐ Enrollment Firm ☐ Unknown

(If Enrollment Firm is selected, please provide the Enrollment Firm Name and Writing No.)

Enrollment Firm Name: _____

Enrollment Firm Writing No (if applicable): _____

Enrollment Method(s): ☐ One-on-One ☐ SNG ☐ Paper ☐ One-on-One 3rd Party laptop ☐ Cal Center ☐ Web

Enrollment Platform Name (if applicable): _____

3. BILLING INFORMATION**3a. BILLING CONTACT INFORMATION****NOTE: Aflac will contact the designated billing contact to review information.**

All accounts with fewer than 1,000 employees will receive their invoice via Aflac's WingspanSM Online Services for Accounts system. With the Online Billing feature, you have the option of making payments and reconciling your account online. Once your account is established, you can submit your invoice and payment electronically from the bank account noted below. At that time, if you prefer, you may also choose to pay by mailing a check. Aflac will not debit your account until you have reconciled and submitted your invoice for payment. Any adjustments or requested changes you submit electronically will not be processed until payment is received and the transaction is complete.

Bank Routing No.:

Account No.:

Account Type:

☐ Checking ☐ SavingsContact for Billing Inquiries: ☐ Mr. ☐ Ms.

Billing Contact Phone:

Ext:

Fax (if applicable):

Best Time to Make Contact Call:

☐ a.m. ☐ p.m.

Billing Contact Email (required):

Will an associate, broker, or other third party be collecting and remitting Aflac premiums? ☐ Yes ☐ No

If yes, provide the name and contact information below.

Name:

Contact Phone:

Account Name: CITY OF MANORTax ID: 741664745Group No.: UA259Writing No.: WB246**3b. BILLING FREQUENCIES****Invoice Due Date:** On what day of the month would you like your Aflac invoice to be due (o 1st or the o 15th)?**How often would you like to receive your invoice from Aflac?**

- ☐ Monthly (Aflac will bill for the number of deductions made the previous month. For example: Deductions made January 1st through the 31st will be due in February.)

Note: Moded accounts (8-, 9-, or 10-month billings) cannot accommodate weekly or biweekly deductions.

- ☐ 8-Month (8 invoices) ☐ 9-Month (9 invoices) ☐ 10-Month (10 invoices)

For 8-, 9-, or 10-month billings, indicate months when no deductions will be made:

- ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec
- ☐ Quarterly (4 invoices)
- ☐ Semiannual (2 invoices)
- ☐ Annual (1 invoice)

For quarterly, semiannual, and annual, initial premiums must be submitted with applications.

Account Name: CITY OF MANORTax ID: 741664745 Group No.: UA259 Writing No.: WB246**3c. BILLING FORMAT**☐ Check if account uses Social Security number for employee number.**In what order would you like your employees listed on your bill?**

(If more than one is checked, please number your choices according to priority.)

☐ Alphabetic _____ ☐ Department No. _____ ☐ Employee No. _____**EXAMPLE:** To request a bill with employees listed alphabetically under their department numbers, you would mark:☐ Alphabetic 2 ☐ Department No. 1 ☐ Employee No. _____**4. DEDUCTION INFORMATION****Employer Contributions: Does the employer pay any portion of this benefit?** ☐ Yes ☐ No

If yes, please provide percent: _____% OR flat dollar amount: \$ _____

Percent or dollar amount must be a whole number, such as 50% or \$10.

Based on the information provided in this section, Aflac will determine the number of deduction periods billed each month (when the account selects monthly billing).**If you choose a monthly billing frequency, indicate the number of payroll deductions made annually for insurance premiums.**☐ Check if premiums are deducted at different frequencies for different employees (i.e., some employees are deducted weekly while others are deducted biweekly), and indicate the different frequencies that exist for the account. An additional account(s) will be established using this information.**Initial Deduction: When will premium deductions begin?****Note: The date of the first deduction should be the date the payroll account physically obtains funds from the employees. It does not necessarily equal the pay date for the employees. The 52, 26, 24, and 12 deductions do not apply to 8-, 9-, or 10-month billing.**☐ **52 Deductions**—Date of first deduction: ____/____/____ Date of second deduction: ____/____/____☐ **26 Deductions**—Date of first deduction: ____/____/____ Date of second deduction: ____/____/____☐ **24 Deductions**—Date of first deduction: ____/____/____ Date of second deduction: ____/____/____☐ **12 Deductions**—Date of first deduction: ____/____/____ Date of second deduction: ____/____/____**Does employer withhold deductions on weekends?** ☐ Yes ☐ No**NOTE:** By initialing this box, the employer understands that premium payments are due to Aflac by the due date listed on each invoice, and payments are considered past due 10 days after the invoice due date. Therefore, the employer will make every attempt to provide premium payments to Aflac by the due date on each invoice.

Account Name: CITY OF MANORTax ID: 741664745Group No.: UA259Writing No.: WB246**5. INFORMATION CONCERNING TAX STATUS OF DISABILITY INSURANCE BENEFIT PAYMENTS**

If disability coverage is funded by employer contributions, pre-tax employee contributions, or a combination of these two, then the disability benefits an employee receives upon becoming disabled will be includible in the employee's income and are fully taxable when paid. In addition, FICA taxes must be withheld and paid on all such benefits during the first six months after the disability begins. Where, as noted below, coverage is funded by employer contributions or employee pre-tax contributions, Aflac will notify the employer of the amount of disability benefits to be paid. Aflac will withhold the employee's portion of FICA taxes and will deposit such taxes with the government as required by the Internal Revenue Code. **The employer will be required to submit the employer's portion of applicable FICA and FUTA taxes, and report the benefit payments on its Form 941 and the employee's Form W-2.**

Employer authorizes disability coverage to be included as part of this agreement:

☐ Yes ☐ No**NOTE:** At least one disability type must be marked if the question above is checked yes.

All the remaining questions in the section below must be answered if disability is being offered.

- **Authorized disability coverage types:** ☐ Accident/Disability ☐ Short-Term Disability ☐ Off-the-job
- **Authorized riders:** ☐ Off-the-job ☐ On-the-job ☐ Sickness ☐ Spouse

Will any portion of disability premiums be funded by employer contributions?

☐ Yes ☐ No

If yes, please provide percent: _____ % OR flat dollar amount: \$ _____ Per

Will any portion of disability premiums be funded by pre-tax employee contributions?

☐ Yes ☐ No

This employer is a government employer exempt from FICA or a portion of FICA.

☐ Yes ☐ No

Employees of this employer are eligible for RRTA (Railroad Retirement Tax).

☐ Yes ☐ No*NOTE: Disability caused by or under certain circumstances will not be covered. Refer to each policy to determine specific coverage, exclusions, and limitations.***6. WINGSPANSM CAFETERIA PLAN**

Please consult with employer's cafeteria plan contact to ensure accurate completion of the next section.

- ☐ New WingspanSM Cafeteria Plan
- ☒ WingspanSM Cafeteria Plan Change Request
- ☐ Requesting Additional Payroll Account Number for Existing WingspanSM Cafeteria Plan

Plan/Company Name:
CITY OF MANORTax ID:
741664745**Plan Type: What type of cafeteria plan will this be? (FSA = Flexible Spending Account)**

- ☒ Premium Only – no FSAs
- ☐ Self-Administered with FSAs (employer processes FSA claims)

Plan Year: What are the dates of this plan?Plan Start Date: 09 / 01 / 2024 Plan End Date: 08 / 31 / 2025**Plan Sponsor/Legal Representative: List the plan sponsor and legal representative for this cafeteria plan.**Plan Sponsor/Principal Contact:
TRACY VASQUEZEmail address:
TVASQUEZ@MANORTX.GOVPhone:
(512)215-8287

Fax:

Legal Representative's Name:

Title:
HUMAN RESOURCES DIRECTOR

Account Name: CITY OF MANORTax ID: 741664745Group No.: UA259Writing No.: WB246Is this a leasing company or professional employee organization (PEO)? ☐ Yes ☒ NoBusiness Type: ☐ Corporation ☐ Sub S Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Other _____**Eligibility: Indicate eligibility criteria (e.g., eligibility dates, exceptions) for your cafeteria plan.**Employees will become eligible: ☐ Immediately upon the first day of employment.
☒ On the 60 day following commencement of employment.
☐ On the first day of the month following _____ days of employment.
Other _____

All employees will be eligible under the plan except: _____

☐ **Authorization to Add Benefits Mid-Year (Complete if adding benefits to a WingspanSM cafeteria plan at mid-year.)**

Effective Start Date of Additional Benefits: _____ / _____ / _____

Cafeteria Plan Benefits: (To add, account must be qualified under Section 106 of the Internal Revenue Code.)

Check plans to add:

<input type="checkbox"/> Medical	<input type="checkbox"/> Long-Term Disability	<input type="checkbox"/> Vision Care	<input type="checkbox"/> Intensive Care
<input type="checkbox"/> Short-Term Disability	<input checked="" type="checkbox"/> Accident	<input checked="" type="checkbox"/> Cancer	<input checked="" type="checkbox"/> Hospital Indemnity
<input type="checkbox"/> Dental	<input type="checkbox"/> Group Term Life	<input checked="" type="checkbox"/> Specified Health Event	
<input type="checkbox"/> Personal Sickness Indemnity	<input type="checkbox"/> HSA (Section 223)		

Affiliated Companies: List the names and tax ID numbers of all affiliated companies adopting this plan.

Company Name: _____

Tax Identification Number: _____

7. SELF-ADMINISTERED FLEXIBLE SPENDING ACCOUNT INFORMATION*(not applicable to Premium-Only Plans)***FSA Type: Which types of FSAs will be included in this cafeteria plan? (Complete for self-administered plans.)**

- ☐ Section 105: Unreimbursed medical expense annual maximum per participant requested by employer: \$ _____
☐ Check to include Grace Period option for this benefit.
- ☐ Section 129: Dependent child care annual maximum per participant cannot exceed \$5,000 by law.
☐ Check to include Grace Period option for this benefit.

8. OTHER CARRIER'S (NOT WINGSPANSM CAFETERIA PLANS) CAFETERIA PLAN INFORMATION

Please consult with employer's cafeteria plan contact to ensure accurate completion of next section.

Current plan year dates required: _____ / _____ / _____ through _____ / _____ / _____

Renewal dates required: _____ / _____ / _____ through _____ / _____ / _____

☐ **Authorization to Add Benefits Mid-Year (Complete ONLY if adding benefits to a non-WingspanSM cafeteria plan at mid-year.)**

Effective Start Date of Additional Benefits: _____ / _____ / _____

Benefits (check new benefits to be added):

<input type="checkbox"/> Medical	<input type="checkbox"/> Long-Term Disability	<input type="checkbox"/> Vision Care	<input type="checkbox"/> Intensive Care
<input type="checkbox"/> Short-Term Disability	<input type="checkbox"/> Accident	<input type="checkbox"/> Cancer	<input type="checkbox"/> Hospital Indemnity
<input type="checkbox"/> Dental	<input type="checkbox"/> Group Term Life	<input type="checkbox"/> Specified Health Event	
<input type="checkbox"/> Personal Sickness Indemnity	<input type="checkbox"/> HSA (Section 223)		

Account Name: CITY OF MANORTax ID: 741664745Group No.: UA259Writing No.: WB246**9. AUTHORIZATION AND SIGNATURES – EMPLOYER**

Aflac assures you that you will be reimbursed without question for premium you advance for any employee who terminates after the premium is remitted but before payroll deductions commence. Aflac also agrees to hold you harmless from any claims against you due to any disagreements between your employees and our company with respect to the coverage provided under our insurance policies issued to your employees, except where caused by misconduct or negligence committed by you or any of your employees or violations of your responsibilities under state or federal laws.

The employer agrees to provide Aflac (and its agents) with certain personally identifiable information (including but not limited to compensation, Social Security numbers, addresses, etc.) regarding its officers and employees for Aflac (and its agents) to use in the administration of employer's cafeteria (including health and dependent care FSA) plan, and Aflac products and services.

Aflac is authorized to offer this insurance program to our officers and employees. I understand that all applicants must qualify for coverage based on each product's underwriting requirements and that payments for such coverage will be deducted from wages and remitted by my organization to Aflac. An Aflac representative will be given the opportunity to meet with only verified W2 employees of your business or eligible 1099 contractors.

The paragraph below only applies if establishing a WingspanSM cafeteria plan:

The employer plans to establish/amend a flexible benefits plan in accordance with Section 125 of the Internal Revenue Code. The employer acknowledges that neither Aflac nor its agents are providing legal or tax advice, nor serving as the plan administrator or a plan fiduciary under the plan. The employer shall be the sole party responsible for establishment of the plan under applicable law. Aflac shall have no power or authority to waive, alter, breach, or modify any terms and conditions of the plan. The employer shall retain all responsibility and liability for the plan, except as may otherwise be specifically agreed to in writing by an officer of Aflac. The plan sponsor/administrator should consult its own tax advisor regarding the plan and any changes to the plan. The employer acknowledges receipt of the Summary of Plan Sponsor Responsibilities and agrees to fulfill its responsibilities as stated therein.

Authorizing Officer's Name/Title (please print): ☒ Mr. ☐ Ms.

SCOTT MOORE / CITY MANAGER

Authorizing Officer's Email Address:

SMOORE@MANORTX.GOV

11/15/2024

Authorizing Officer's Signature:

Date:

Account Name: CITY OF MANORTax ID: 741664745 Group No.: UA259 Writing No.: WB246**10. BROKER INDICATOR INFORMATION ONLY**

(This section is used for tracking purposes only and does not cause business to pend. This section should contain the writing number of the brokerage firm or producer responsible.)

Broker's Company Name: _____

Servicing Broker's Name: _____

Servicing Broker's Writing Number: _____

Employee ID No.: _____

11. BROKER SECURITY/BLOCK

(This section is to be used only if the broker is going to be compensated via override/sit. code.)

Broker's Name: _____

Broker's Writing Number: _____

Sit. Code: _____

Level: _____

☐ Check here if there is no broker involved in this account.

12. ASSOCIATE/AGENT

I acknowledge that Aflac has the sole and absolute right to determine who shall solicit and service payroll deduction accounts, and Aflac may assign and/or reassign any account for servicing and designate who may solicit applications from persons in the account. I confirm that I am not an employee, officer, director, owner, or relative of any of the foregoing (or otherwise a party in interest as defined under ERISA). I acknowledge that, for Key Accounts as defined in the Key Account Management Procedures, the proper guidelines will be followed to provide the most efficient service to the account. I confirm that I will register any such account with Key Account Management, regardless of whether I use their assistance in the overall management and coordination of the enrollment. I understand that I am not authorized to collect premium from this account without specific written approval from Aflac.

Associate's/Agent's Signature: _____

Date: _____

Associate's/Agent's Name

NIGEL "MARK" HIGGS

Writing Number:

WB246

Sit. Code:

0

Geographical Code:

Phone Number:

(512)661-8306

Fax Number:

Did you obtain the account through a competitive takeover? ☐ Yes ☒ No

If yes, list the competitor(s) involved: _____

Note: A competitive takeover is when an existing voluntary carrier is already working with the account and the decision-maker decides to switch to Aflac.

TAX ID

Account Name: CITY OF MANOR

Tax ID: 741664745 Group No.: Writing No.:

Group Short-Term Disability Insurance

Number of Eligible Employees at Company:

Participation Requirements (%):

(A minimum of 30% participation is required for all eligible employees.)

Guaranteed-Issue Only:

Benefit Amount	\$
Elimination Period (Injury/Sickness)	
Benefit Period	

Simplified-Issue Only:

Benefit Amount	\$
Elimination Period (Injury/Sickness)	
Benefit Period	

Group Short-Term Disability Approval Date: / /

Group Short-Term Disability Withdrawal Date: /

/ /

Dental Requirements

Dental Plan Start Date: / /

Dental Plan Stop Date: / /

Number of Eligible Employees for Dental at Company:

Participation Requirements:

Long-Term Care Requirements

Long-Term Care Plan Start Date: / /

Long-Term Care Plan Stop Date: / /

Revised Personal Short-Term Disability

Exempt From Standard Salary Income Chart: _____

Accident/Disability Revised Income Replacement

Exempt From Standard Salary Income Chart: _____

AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Social Media Use and Regulations for the City of Manor.

BACKGROUND/SUMMARY:

The City of Manor has utilized its social media accounts to provide Public Service Announcements (PSA) for emergency and non-emergency activities. The creation of the Social Media Use and Regulations plan is necessary for city staff to post prudent and reliable public information keeping the residents and businesses updated on the city's events and operational service related activities.

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

- Social Media Use and Regulations

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and adopt the Social Media Use and Regulations for the City of Manor.



Social Media Use and Engagement Regulations – Facebook & Instagram

About City of Manor, Texas - Government

This is the official Facebook page for the City of Manor, Texas. Please know that our main focus for distributing information is our City website. “The goal of this page is for the City to post and share content that is of public interest, promote and improve access to important information and provide updates to government activities.

The City of Manor reserves the right to regulate the content of this page. Our moderators use the following rules to ensure that posted comments are constructive and suitable for all readers, while respecting a range of opinions and points of view.

***While City personnel will not edit comments by visitors to this page, the City reserves the right to delete completely, when necessary and as soon as is feasible, any posting that involves:

- Advertisements/promotions or content that is commercial in nature (of a business, organization, or event is prohibited, unless the City of Manor is either a partner or sponsor);
- Obscenity or profanity;
- Content that promotes, perpetuates, or fosters discrimination on the basis of age, gender, race, religion, creed, color, national origin, status with regard to public assistance, national origin, physical or mental disability, sexual orientation, marital status, and/or gender identity;
- Sexual content;
- Content that implies, promotes, or encourages illegal activity;
- Content that is contrary to the safety of City employees or the public;
- Content that opposes or supports political candidates, parties, messages or ballot propositions (no campaigning);
- Content that violates the legal ownership of another party;
- Content/comments unrelated to the purpose and topical scope of the page; or
- Content that contains spam or links advertisement, fake news, phishing or malware link that is often used by cybercriminals to steal information, spread viruses or scam users out of money.
- Content unrelated to a particular posting by the City of Manor.

***Posted comments must comply with the following standards:

- Be courteous. The use of vulgar, offensive, threatening, or harassing language is prohibited.
- Be truthful and accurate. Comments that are false or misleading are prohibited.
- No disparaging posts. Comments disparaging individuals, groups, or businesses will be removed.
- Comments must be civil and may not contain slanderous, libelous, malicious, offensive, obscene, pornographic, sexual, threatening, profane or insulting language, symbol, photo, video or sound, or links to such material.
- References to the personality of individuals or personal attacks will not be permitted.
- Beyond one's name, comments cannot include personally identifiable information, such as an address, phone number, social security number or other sensitive information.
- Comments cannot represent a person other than the one posting the comment, unless one has legal authority to do so.
- Comments containing links to other websites or pages must be relevant to the topic.
- Participants are responsible for what they post. Comments must not breach any law, confidentiality or copyright.
- No comments are permitted that share personal or sensitive information about yourself or others that may compromise the safety or security of yourself, the public or any public systems.

***By interacting with, commenting on, or engaging in any way with this page, you agree to abide by the community rules and guidelines outlined above. Failure to comply with these rules may result in the removal of your comments or restricted access to the page.**

Important Notice

This social media page is not monitored 24/7. For immediate assistance, please contact the appropriate city department directly. In case of emergencies, please call **911** immediately.

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
DEPARTMENT: Community Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the City of Manor participation in the Central Texas Learning Festival.

BACKGROUND/SUMMARY:

The Central Texas Learning Festival (CTX Learning Festival) is a dynamic event aimed at fostering a culture of learning across Central Texas, offering a wide range of interactive workshops, engaging exhibits, resource fairs, and educational experiences for individuals of all ages. Scheduled for March 5th to March 9th, 2025, this festival will take place throughout the region and is designed to provide both formal and informal learning opportunities for youth and adults alike.

The City of Manor has partnered with the CTX Learning Festival to host community programs and workshops on March 8th, 2025. These programs will be centered around eight core principles: Safety, Finance, Health & Wellness, Education, Recreation, Workforce, Development, and Community Engagement. These workshops, offered by local community partners, aim to strengthen the Manor community by providing valuable resources and opportunities for personal and community development.

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

- CTX Learning Festival Planning
- CTX Learning Festival at Manor

STAFF RECOMMENDATION:

Staff recommends that the City Council approved the City of Manor participation in the Central Texas Learning Festival.

Central Texas (CTX) Learning Festival Mar 5 - Mar 9, 2025

Meeting Goals

Item 9.



Festival Planning Status



CTX + Partner Promotion activities



What's Next...



Q & A

Central Texas Learning Festival

**An opportunity to collectively
celebrate learning in all its forms
across Central Texas**

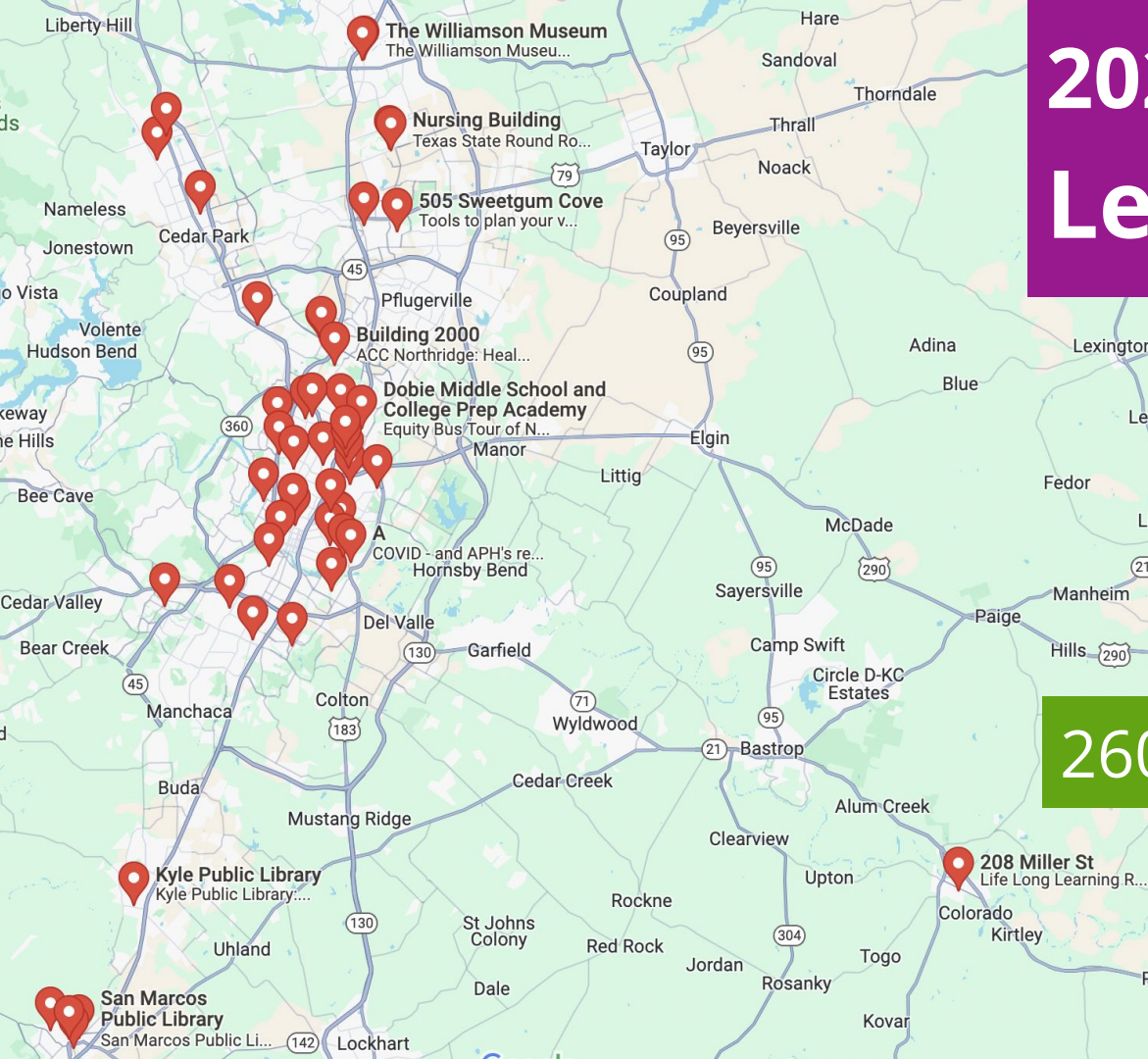
Vision

Central Texas has a vibrant culture of learning that supports stronger communities and greater economic opportunity for all.

Mission

Foster a culture of learning in our Central Texas communities through formal and informal learning experiences for both adults and youth.

Build A Culture of Learning



2024 Central Texas Learning Festival

Item 9.

6 days

3,500 square miles

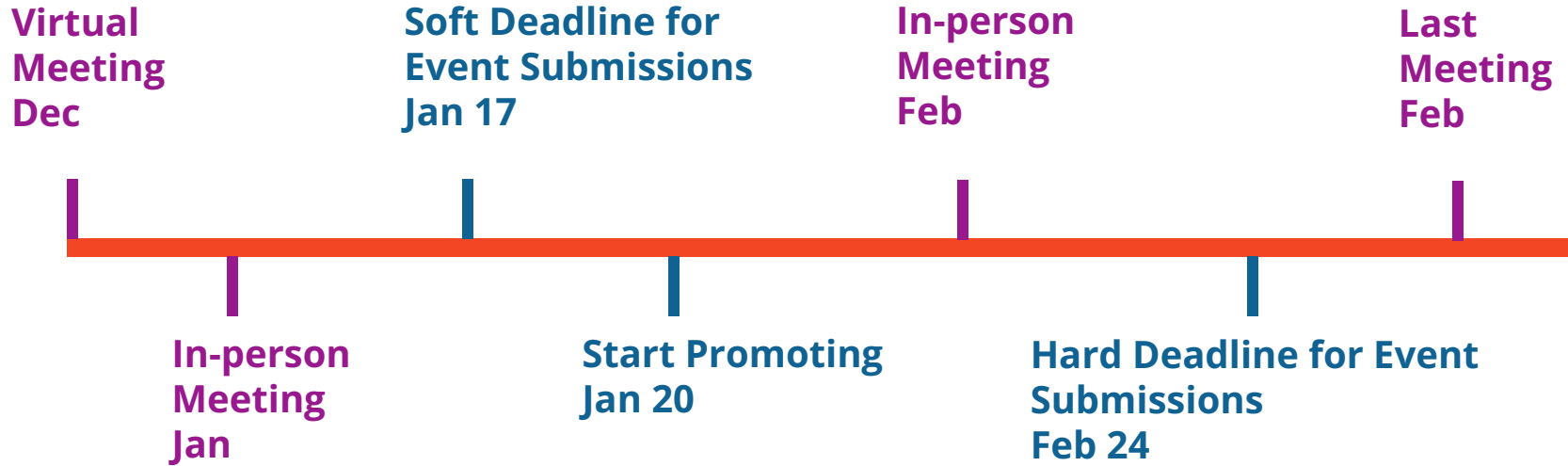
260+ learning experiences

thanks to 50+ partners

256

CTX Learning Fest 2025 — Projected Timeline

Item 9.



CTX Learning Fest 2025

March Wed 5th - Sun 5th

ADD your learning
experiences for the
**2025 CTX Learning
Festival Calendar!**



Item 9.

<https://forms.gle/TXR6vLEjF3v9YA7h8>

<https://ctxlearningfestival.com>

Want to get connected? Join the Directory:

Item 9.

In need of a space for your learning experience?

Have space to offer?

Want to get connected with other partners?

Groups offering free spaces
Georgetown, Pflugerville,
North, Central & South Austin,
Smithville + more!



<https://forms.gle/3EyirpV5oGqE5xdc6>

Partner Engagement **NOW** for the CTX Festival

ADD your event or learning experience to the so we can highlight through our networks

- Connect with CTX Learning Festival Social Media

Facebook: **@ctxlearningfestival**

Instagram: **@ctx.learningfestival**

- Post about your participation in the Festival
- Connect your partner network to the Festival



People - Partners - Places

<https://forms.gle/TXR6vLEjF3v9YA7h8>

Partner Engagement **January - March** for the CTX Festival

COLLECTIVE PROMOTION JANUARY 20

Promote your partnership and learning experiences and the festival

Post - Tag - Like - Share

- Weekly post suggestion with messaging through calendar invite
"Reminder Post for Week 1 - Jan 20..."
- Link to Media Resources with the weekly post/message suggestion
- <https://ctxlearningfestival.com/>

What else should be included to support your media needs?

Updates and NEXT

January Meetings

Virtual - Poll - Week of January 13

February Person Meetings -TBD - LAST MEETINGS

SXSW EDU - Booth and NextStage (Show & Tell)

Free and Open day March 5

Committees - update

What we still don't know:

How to incentivize people to attend Festival and more than one event?

Final plan to track Festival reach and track the festival impact?

Open Discussion

Questions about Submission Form?

Ideas? Comments?



Central TX Leaning Festival at Manor

March 8, 2025



What is Central Texas Learning Festival?

- An opportunity to collectively celebrate learning in all its forms across Central Texas
- Opportunity to partner with over 50 organizations
- Be part of 260+ learning experiences in central TX
- Foster a culture of learning in our communities through formal and informal learning experiences for both adults and youth.

Manor's Role

We offer a platform where community leaders, organizations, programs, and partners can host **free educational experiences** centered around eight foundational principles, each designed to foster a stronger, more resilient community:

- **Safety:** Creating environments that prioritize physical and emotional security, promoting community well-being through safe practices, policies, and initiatives.
- **Finance:** Empowering individuals and organizations with the knowledge and resources to achieve financial literacy, stability, and growth, through workshops on budgeting, investing, and managing resources.
- **Health & Wellness:** Supporting holistic well-being by offering educational resources that focus on physical, mental, and emotional health, encouraging balanced lifestyles and access to wellness services.

Manor's Role

- **Education:** Providing learning opportunities that strengthen academic and vocational skills, helping individuals of all ages to achieve personal growth and success through education.
- **Recreation:** Promoting active lifestyles through recreational activities and programs, ensuring individuals and families have access to fun, healthy, and social opportunities.
- **Workforce:** Preparing community members for success in the workforce by offering skills training, job readiness workshops, and resources for career advancement and entrepreneurship.
- **Development:** Fostering community development through initiatives that improve infrastructure, provide job training, and offer resources for personal and professional growth.
- **Community Engagement:** Encouraging active participation and collaboration among residents, organizations, and local leaders, strengthening the community fabric through collective action and shared vision.

Contact us to get involved!

Yalondra M. Valderrama Santana,
Heritage & Tourism Manager
Mobile: (512) 367-2340
E-mail: ysantana@manortx.gov

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Michael Burrell, Interim Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance accepting 146.920 acres of land, more or less, being located in Travis County, Texas into the extraterritorial jurisdiction of the City of Manor, Texas, at the request of the property owner; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

The property owner, DG Manor Downs Property Owner, L.P., has submitted a petition for voluntary acceptance into the extraterritorial jurisdiction of Manor of an approximately 146.920 acre tract of land.

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

- Ordinance
- Petition

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Ordinance No. 774 accepting 146.920 acres of land, more or less, being located in Travis County, Texas into the extraterritorial jurisdiction of the City of Manor, Texas, at the request of the property owner; and providing for open meetings and other related matters.

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

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

**PETITION & REQUEST FOR THE ACCEPTANCE OF LAND INTO THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANOR**

Whereas, the undersigned is the owner(s) of that certain lot, tract or parcel of land in Travis County, Texas, as particularly described hereinafter in Section Two (the "Property");

Whereas, the Property to be included is not within the extraterritorial jurisdiction ("ETJ") of any other City;

Whereas, pursuant to §42.022(b)&(c), *Tex. Loc. Gov't. Code*, the undersigned seek to have the Property included within the ETJ of the City of Manor, Texas ("Manor"); and

Whereas, the undersigned petition and request that the Property be included within the ETJ of Manor;

NOW THEREFORE, the undersigned by this Petition and Request:

Section One. Requests the City Council of Manor to adopt such ordinance or resolution, or to take such other action as is necessary in its judgment, to accept and incorporate the Property into and as part of the ETJ of Manor, effective as of the earliest date deemed legally permissible, i.e. the date this petition is filed with Manor, the date this petition is filed with a public official on behalf of Manor, or the date this petition and request is accepted and granted by the City Council of Manor, whichever date is earliest.

Section Two. Requests the City Council of Manor to adopt an ordinance or resolution, or to take such other action as is necessary in its judgment, to incorporate and include the following described property (the "Property") within the ETJ of Manor, to-wit:

All that certain lot, tract or parcel of land, including the abutting roads, streets and rights-of-way within Travis County, Texas, described or shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section Three. Acknowledges that the undersigned understands and agrees that after Manor accepts the Property as part of Manor's ETJ, the Property will be subject to the rules, regulations and ordinances of Manor that are applicable in its ETJ; and that all future city services to the Property, if any, will be provided by Manor on the same terms and conditions as provided to other similarly situated areas within Manor's ETJ and, if subsequently annexed by Manor, as provided in a Service Agreement entered into at the time of such annexation.

Section Four. Agrees that copies of this Petition and Request may be filed of record in the Real Property Records of Travis County, Texas, in the office of the County Judge of

Travis County, Texas, and the offices of the City of Manor; that any true and correct copy of this Petition and Request shall be effective as an original; and that the original or any legible copy of this Petition and Request shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Property.

Executed and Effective on this 6th day of January, 2025.

Owner:

DG Manor Downs Property Owner, L.P., a
Delaware limited partnership

By: DG Manor Downs Property Owner GP, LLC,
a Delaware limited liability company
General Partner

By: *Joseph Walker*

Name: Joseph Walker

Title: Authorized Signatory

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 6th day of January, 2025, by Joseph Walker, the Authorized Signatory of DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, the General Partner of DG Manor Downs Property Owner, L.P., a Delaware limited partnership, on behalf of said limited partnership.

Given Under My Hand and Seal of Office on this the 6th day of January, 2025.

(SEAL)



Mira Lafferton
Notary Public-State of Texas

Exhibit "A"
Property Description

ORDINANCE NO. 774

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ACCEPTING 146.920 ACRES OF LAND, MORE OR LESS, BEING LOCATED IN TRAVIS COUNTY, TEXAS INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANOR, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, that certain real property within the City of Austin, Texas' extraterritorial jurisdiction ("ETJ") that is an approximately 146.920 acre tract of land, more or less, located in Travis County, Texas, as further described and depicted on Exhibit A, attached hereto (the "Property") was released by operation of law from the City of Austin, Texas' ETJ in accordance with §42.105, *Tex. Loc. Gov't Code*;

WHEREAS, the owner of the Property made a written request for the City of Manor, Texas (the "City") to accept the Property into the City's ETJ; and

WHEREAS, the City Council of the City (the "City Council") desires to accept in to the City's ETJ all of the Property as of the effective date of this Ordinance that is adjacent and contiguous to the existing boundaries of the City's ETJ;

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

SECTION 1. Findings. That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. Acceptance of Property into the City's ETJ. The owner's petition for the acceptance of approximately 146.920 acre tract of land into the City's ETJ is accepted; and that certain 146.920 acre tract of land, more or less, located in Travis County, Texas, as further described and depicted on Exhibit A, attached hereto and incorporated herein as of the effective date of this Ordinance and that is adjacent and contiguous to the existing boundaries of the City's ETJ (the "Property") is hereby accepted, joined and incorporated into the ETJ of the City of Manor, Texas. The official map and boundaries of the City's ETJ, heretofore adopted and amended be and hereby are amended so as to include the Property as part of the City's ETJ.

SECTION 3. Severability. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. Effective Date. That 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*.

SECTION 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex Gov't Code*.

PASSED AND APPROVED by the City Council on this the 15th day of January 2025.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

**Exhibit “A”
Subject Property Description
+/- 146.920 Acres**

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

FIELD NOTES DESCRIPTION

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 61° 59' 41" E, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

THENCE S 62° 04' 19" E, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 27° 10' 47" W, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

THENCE S 72° 08' 25" E, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

THENCE S 27° 30' 51" W, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

THENCE N 72° 08' 25" W, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

THENCE S 27° 13' 57" W, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

THENCE with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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THENCE N 30° 38' 51" E, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of 1,839.93 feet to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0.0.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That I, Daniel Cogburn, 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 series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

Daniel Cogburn 3/19/2024

Bowman Consulting Group, Ltd.

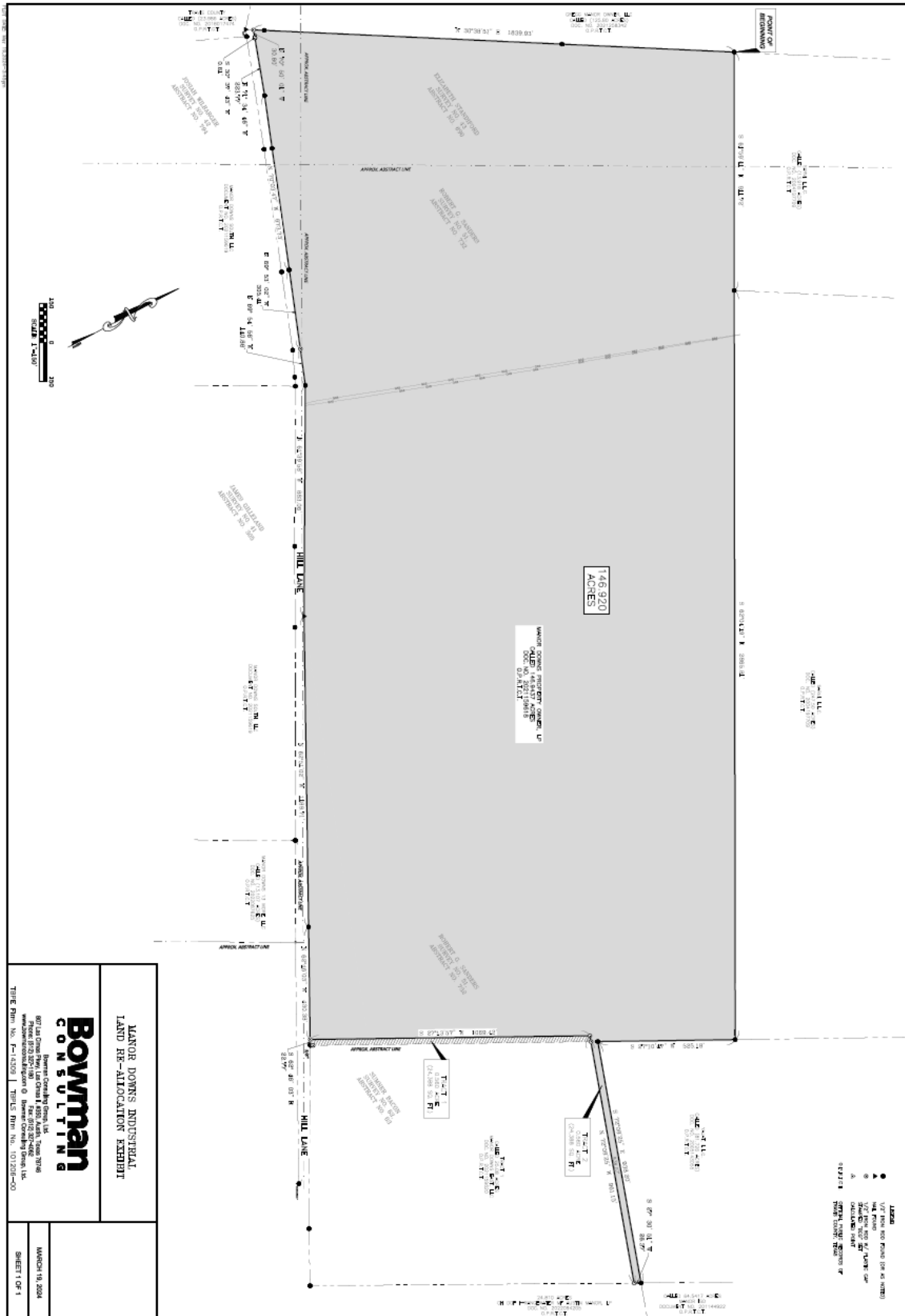
Austin, Texas 78746

Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas





AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Michael Burrell, Interim Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 146.920 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

BACKGROUND/SUMMARY:

The property owner, DG Manor Downs Property Owner, L.P., has submitted a petition for voluntary annexation into the city limits of Manor.

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

- Resolution
- Petition
- Schedule

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Resolution No. 2025-02 accepting the petition for voluntary annexation of 146.920 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

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

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 146.920 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made a voluntary application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

WHEREAS, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

SECTION TWO: The petition for annexation of the following described Subject Property and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 146.920 acres of land, more or less, situated in the Jsiah Wilberger Survey No. 42, Abstract No. 794, Elizabeth Standiford Survey No. 43, Abstract No. 696, Robert G. Sanders Survey No. 51, Abstract No. 732, James Gilleland Survey No. 41, Abstract No. 305, and Sumner Bacon Survey No. 62, Abstract No. 63, all of Travis County, Texas; being all of a called 146.9437 acre tract in a Deed to DG Manor Downs Property Owner, L.P., of record in Document No. 2021159618,

Official Public Records of Travis County, Texas, and also being a portion of Tract 1, a called 25.08 acre tract of land, described in a Deed to Manor Downs East, LLC, recorded in Document No. 2021159620, Official Public Records of Travis County, Texas; said 146.920 acre tract being more particularly described in Exhibit “A.”

A public hearing is set for the date of February 5, 2025. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

SECTION THREE: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

PASSED AND APPROVED this the 15th day of January 2025.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

Exhibit “A”
Subject Property Description
+/- 146.920 Acres

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

FIELD NOTES DESCRIPTION

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BEGINNING at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 61° 59' 41" E, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

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146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

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Travis County, Texas

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FN2891

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Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0.0.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That I, Daniel Cogburn, 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 series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

Daniel Cogburn 3/19/2024

Bowman Consulting Group, Ltd.

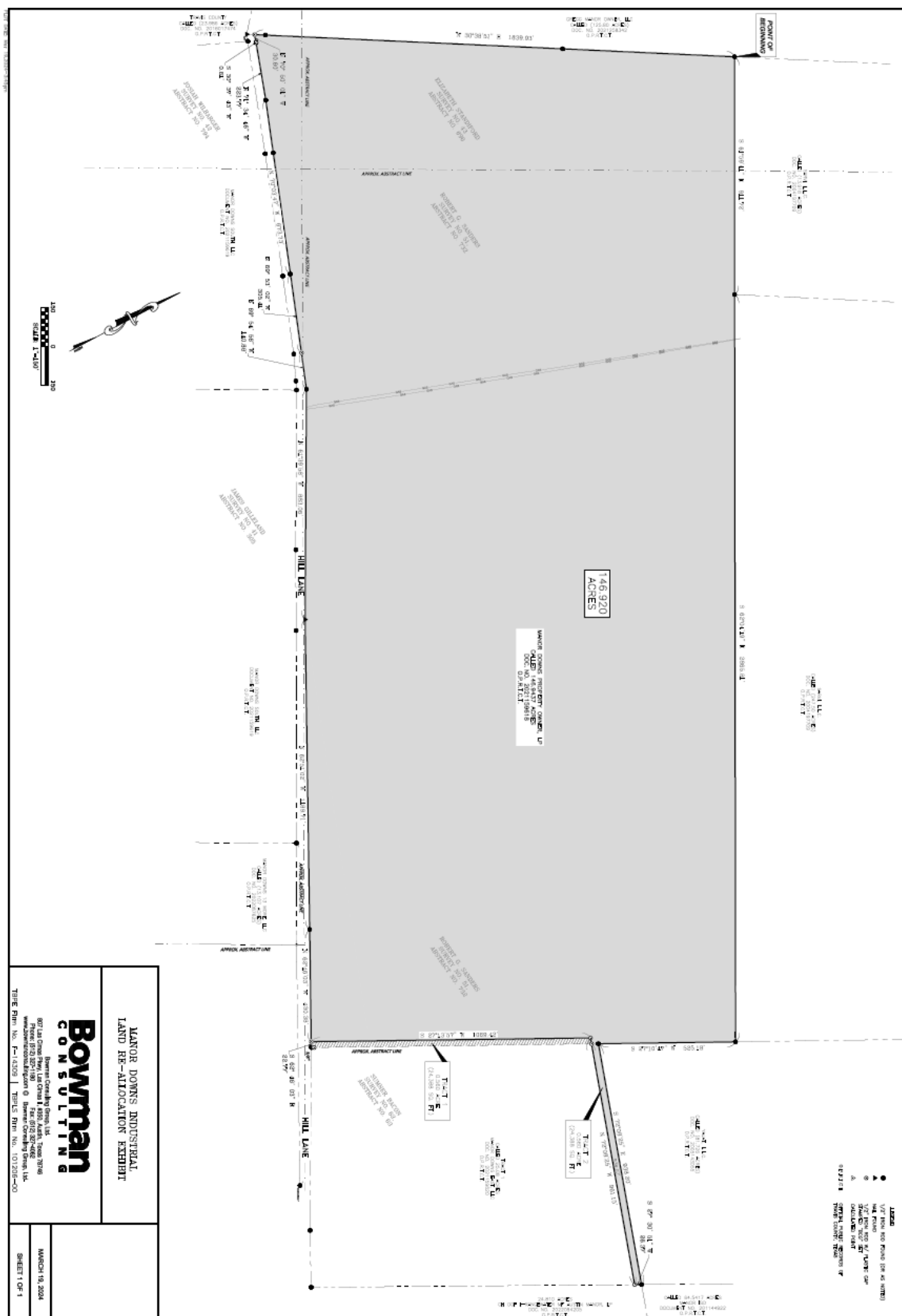
Austin, Texas 78746

Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas





**Exhibit “B”
Agreement Regarding Post-Annexation Provision of Services
For Property to be Annexed into the City of Manor**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and _____, ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the "Subject Property");

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date").

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the City and the Landowner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

Section 2. Services. The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(a) **General Municipal Services.** Pursuant to the requests of the Landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

(1) Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

(2) Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City

may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

Service by present personnel, equipment and facilities, or by contract with a third party, as provided within the City.

(5) Maintenance of City-owned parks and playgrounds within the City.

(6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

(7) Maintenance of other City facilities, buildings and service.

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the Subject Property upon request of the Landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

(1) Water service and maintenance of water facilities as follows:

(A) Inspection of water distribution lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's Landowner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the Effective Date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's water utility system.

(2) Wastewater service and maintenance of wastewater service as follows:

(A) Inspection of sewer lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's Landowner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued

use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

(A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(ii) Routine maintenance as presently performed by the City.

(B) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by City ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in (3)(A)(i)&(ii) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement

acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

Section 3. Term. The term of this Agreement is ten (10) years from the Effective Date.

Section 4. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 5. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 6. Binding Effect/Authority. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

Section 7. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

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Section 10. Enforcement; Waiver. This Agreement may be enforced by Landowner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Section 13. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 14. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20____.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

Exhibit A
Subject Property Description

REQUEST FOR VOLUNTARY ANNEXATION

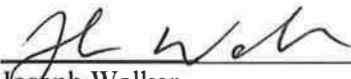
To the Mayor and City Council of the City of Manor, Texas:

Pursuant to Section 43.0671 of the Texas Local Government Code, the undersigned owner ("Owner") of the 146.920 acre tract of land described by metes and bounds in Exhibit A, attached hereto and incorporated herein (the "Property"), hereby petitions the City of Manor, Texas (the "City") to annex the Property for full purposes. Owner reserves the right to rescind and withdraw this annexation request at any time prior to final adoption of the City's ordinance annexing the Property.

OWNER:

DG Manor Downs Property Owner, L.P., a Delaware limited partnership

By: DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company
General Partner

By: 
Name: Joseph Walker
Title: Authorized Signatory
Date: January 6, 2025

STATE OF Texas
COUNTY OF Dallas

This instrument was acknowledged before me on this 6th day of January, 2025 by Joseph Walker, the Authorized Signatory of DG Manor Downs Property Owner GP, LLC, a Delaware limited liability company, the General Partner of DG Manor Downs Property Owner, L.P., a Delaware limited partnership, on behalf of said limited partnership.

[SEAL]




Notary Public in and for the State of Texas

EXHIBIT A

DESCRIPTION OF PROPERTY

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

Page 1 of 3

FN2891

FIELD NOTES DESCRIPTION

DESCRIPTION OF A TOTAL AREA OF 146.920 ACRES (6,399,812 SQ. FT.) TRACT OF LAND, SITUATED IN THE JOSIAH WILBERGER SURVEY NO. 42, ABSTRACT NO. 794, ELIZABETH STANDIFORD SURVEY NO. 43, ABSTRACT NO. 696, ROBERT G. SANDERS SURVEY NO. 51, ABSTRACT NO. 732, JAMES GILLELAND SURVEY NO. 41, ABSTRACT NO. 305, AND SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, ALL OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 146.9437 ACRE TRACT IN A DEED TO DG MANOR DOWNS PROPERTY OWNER, L.P., OF RECORD IN DOCUMENT NO. 2021159618, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALSO BEING A PORTION OF TRACT 1, A CALLED 25.08 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MANOR DOWNS EAST, LLC, RECORDED IN DOCUMENT NO. 2021159620, O.P.R.T.C.TX.; SAID 146.920 ACRES (6,399,812 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east line of a called 125.80 acre tract of land, in a deed to Gregg Manor Owner, LLC, recorded in Document No. 2021258342, O.P.R.T.C.TX., for the southwest corner of a called 13.918 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX., same being the northwest corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 61° 59' 41" E, with the common line of said 146.9437 acre tract and said 13.918 acre tract, a distance of **911.72 feet** to a 1/2-inch iron rod found, for the southeast corner of said 13.918 acre tract, same being the southwest corner of a called 247.50 acre tract of land, described in a deed to Sarvi, LLC, recorded in Document No. 2004197709, O.P.R.T.C.TX.;

THENCE S 62° 04' 19" E, with the common line of said 146.9437 acre tract and said 247.50 acre tract, a distance of **2,865.81 feet** to a 1/2-inch iron rod found on the west line of a called 81.726 acre tract of land, in a deed to Yajat, LLC recorded in Document No. 2005143055, O.P.R.T.C.TX., for the southeast corner of said 247.50 acre tract, same being the northeast corner of said 146.9437 acre tract and of the tract described herein;

THENCE S 27° 10' 47" W, with the common line of said 146.9437 acre tract and said 81.726 acre tract, a distance of **525.18 feet** to a 1/2-inch iron rod found, for the southwest corner of said 81.726 acre tract, same being the northwest corner of said 25.08 acre tract;

THENCE S 72° 08' 25" E, with the common line of said 81.726 acre tract and said 25.08 acre tract, a distance of **938.20 feet** to a 1/2-inch iron rod found, for the northwest corner of a called 24.810 acre tract of land, in a deed to CH DOF I-Rangewater MF Austin Manor, LP, recorded in Document No. 2022094205, O.P.R.T.C.TX., same being the southeast corner of said 81.726 acre tract, also being the northeast corner of said 25.08 acre tract;

THENCE S 27° 30' 51" W, with the common line of said 25.08 acre tract and said 24.810 acre tract, a distance of **26.37 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

THENCE N 72° 08' 25" W, over and across said 25.08 acre tract, a distance of **961.15 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

THENCE S 27° 13' 57" W, continuing over and across said 146.9437 acre tract, a distance of **1,069.42 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set for corner in the existing right-of-way of Hill Lane (a variable width right-of-way), for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found for the southeasterly corner of said 146.9437 acre tract and for the southwesterly corner of said 25.08 acre tract bears, S 62° 46' 03" E, a distance of 22.77 feet;

THENCE with the existing right-of-way of said Hill Lane, with the south line of said 146.9437 acre tract, the following nine (9) courses and distances:

- 1) **N 62° 46' 03" W**, a distance of **430.38 feet** to a 1/2-inch iron rod stamped "DIAMOND" found,
- 2) **N 62° 51' 02" W**, a distance of **1,188.71 feet** to a nail found,
- 3) **N 61° 39' 58" W**, a distance of **883.06 feet** to a 3/8-inch iron rod found,
- 4) **N 69° 54' 56" W**, a distance of **140.88 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
- 5) **N 69° 53' 02" W**, a distance of **305.41 feet** to a 1/2-inch iron rod found,
- 6) **N 70° 03' 47" W**, passing at a distance of 470.24 feet a 1/2-inch iron rod stamped "DIAMOND" found, and continuing for a total distance of 673.73 feet to a 1/2-inch iron rod with an illegible cap found,
- 7) **N 71° 34' 46" W**, a distance of **223.77 feet** to a 1/2-inch iron rod with an illegible cap found,
- 8) **S 30° 37' 43" W**, a distance of **0.61 feet** to a calculated point, and
- 9) **N 70° 50' 01" W**, a distance of **30.60 feet** to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of said 125.80 acre tract, for the southwest corner of said 146.9437 acre tract and of the tract described herein;

146.920 acre (6,399,812 sq. ft.)

Job No. 070422-01-001

Travis County, Texas

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FN2891

THENCE N 30° 38' 51" E, with the common line of said 146.9437 acre tract and said 125.80 acre tract, a distance of **1,839.93 feet** to the **POINT OF BEGINNING**, containing 146.920 acres of land.

Bearings, distances, and acreage are surface, NAD83 State Plane Coordinate System, Texas Central Zone 4203. Utilizing a grid to surface scale factor of 1.00010 and scaled about 0,0.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS §

That I, Daniel Cogburn, 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 series of surveys made on the ground during March 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 19th day of March 2024 A.D.

3/19/2024

Bowman Consulting Group, Ltd.

Austin, Texas 78746

Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas



**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and _____, (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “Subject Property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the “Effective Date”).

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the City and the Landowner agree each will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

Section 2. Services. The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(a) **General Municipal Services.** Pursuant to the requests of the Landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

(1) Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

(2) Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City

may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

Service by present personnel, equipment and facilities, or by contract with a third party, as provided within the City.

(5) Maintenance of City-owned parks and playgrounds within the City.

(6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

(7) Maintenance of other City facilities, buildings and service.

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the Subject Property upon request of the Landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

(1) Water service and maintenance of water facilities as follows:

(A) Inspection of water distribution lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity (“CCN”) for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City’s water utility system, the Subject Property’s Landowner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the Effective Date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property’s Landowner requests and is able to connect to the City’s water utility system.

(2) Wastewater service and maintenance of wastewater service as follows:

(A) Inspection of sewer lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’s Landowner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued

use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

(A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(ii) Routine maintenance as presently performed by the City.

(B) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by City ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in (3)(A)(i)&(ii) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement

acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

Section 3. Term. The term of this Agreement is ten (10) years from the Effective Date.

Section 4. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 5. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 6. Binding Effect/Authority. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

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[signature pages follow]

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20 ____.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

Exhibit A
Subject Property Description

Item 11.

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notice to paper by 5p.m. Monday for publication on Friday of same week.**

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Michael Burrell, Interim Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action approving an engagement letter agreement for an appraiser for the Mustang Valley Public Improvement District (PID).

BACKGROUND/SUMMARY:

In accordance with the City's PID policy, the City, with input by the Developer, selects a PID appraiser as part of the PID process for levying assessments and issuing bonds. The City Council previously approved the creation of the Mustang Valley PID and approved an appraiser in May 2024. However, the bond issuance was placed on hold and the appraisal was not conducted. Developer is ready to move forward with bond issuance. City staff and Developer make the recommendation that Flato Realty Advisors, LLC be selected as the appraiser based on their experience in appraising PIDs in the area and the lower quote for services provided.

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

- Appraiser Letter Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the selection of Flato Realty Advisors, LLC as the appraiser for the Mustang Valley PID and authorize the City Manager to enter and execute the engagement letter for appraisal services with Flato Realty Advisors, LLC.

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

December 27, 2024

Mr. Scott Moore, City Manager
City of Manor
105 E. Eggleston Street
Manor, Texas 78653

RE: Appraisal: Manor Mustang Valley PID; Manor, Travis County, Texas

Dear Mr. Moore,

Thank you for the opportunity to provide a value appraisal of the above noted property. Flato Realty Advisors, LLC, will complete an appraisal of the "as-is" individual value of 136 single family residential lots; a portion, if vacant, will be appraised as vacant lots and a portion, if improved, will be appraised under the hypothetical condition that the residence is equal to the lowest value residence in the neighborhood. The appraisal will include the sum of the individual lot and home values. The valuation will be presented in appraisal report format. Our firm has completed a significant number of appraisals of both "as-is" and "prospective" lots and developments both for PID and traditional development financing in the region over the past number of years. We also have significant experience in Travis and surrounding counties.

The analysis and report provided will meet the requirements of the Uniform Standards of Professional Practice of the Appraisal Foundation and Code of Ethics of the Appraisal Institute. The scope of work will consist of a physical property inspection, perusal of documents provided, confirmation of comparable improved and land sales and listings, research and confirmation, market analysis, valuation analysis including projecting absorption and sales expenses, and preparation of the (1) value conclusions and (2) valuation report.

It is understood that the purpose of the appraisal is to be for inclusion in an offering document which will be distributed for the purpose of issuing municipal bonds. Flato Realty Advisors, LLC consents to execute necessary certificates in connection therewith (i.e., letter of representation). It is understood that the developer has already completed the improvements which are a part of this offering.

Our fee for the market value appraisal, will be \$7,250 payable as ½ upon engagement and the remainder upon completion of the assignment and delivery of the report. Additional work after completion of the report including, but not limited to, research, preparation for, or court testimony, will be billed at the rate of \$300 per hour. The report can be completed within three weeks of receipt of the executed engagement letter. We will contact the developer for additional information to include development costs expended, contracts, sales data, survey's, etc.

If this proposal is acceptable, please sign and date a copy of this letter and return it. We will begin work upon receipt of this executed engagement and retainer. Thank you for consideration of our firm in this important assignment.

Signed,



Franklin L. Flato, MAI
President
Flato Realty Advisors, LLC

Signed,

Mr. Scott Moore, City Manager
City of Manor.

Mutual Limitation of Liability: Appraiser and Client agree that the following mutual limitation of liability is agreed to in consideration of the fees to be charged and the nature of Appraiser's services under this Agreement. Appraiser and Client agree that to the fullest extent permitted by applicable law, each party's and its Personnel's maximum aggregate or joint liability to the other party for claims and causes of action relating to this Agreement or to appraisals or other services under this Agreement shall be limited to the total fees and costs charged by the Appraiser for the services that are subject of the claim(s) or cause(s) of action. This limitation of liability extends to all types of claims or causes of action, whether in breach of contract or tort, including without limitation claims/causes of action for negligence, professional negligence, or negligent misrepresentation on the part of either party or its Personnel, but excluding claims/causes of action for intentionally fraudulent conduct, criminal conduct or intentionally caused injury. The Personnel of each party are intended third-party beneficiaries of this limitation of liability. "Personnel," as used in this paragraph, means the respective party's staff, employees, contractors, members, partners and shareholders. Appraiser and Client agree that they each have been free to negotiate different terms than stated above or contract with other parties.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Public Tree Care Advisory Board P&Z Commission Members to serve a two-year term.

BACKGROUND/SUMMARY:

The City Council Rules of Procedure – Section 9 City Council Committees reads:

9.01 Committees Established

- a. The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees. Standing Committees will be established by Ordinance.
- b. Each standing committee shall review matters in its area of responsibility that are referred to it by the City Council, the City Manager, or an individual City Council Member. An advisory committee may recommend action to the City Council, but committee recommendation is not necessary for a matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a briefing or voting meeting of the City Council.
- c. City Council shall determine the number of members, not to exceed (2) council members per committee and appoint a chair to the advisory committee.

The Park Committee Council Members are automatically appointed to this board per Ordinance No. 559. The Chair of the Park Committee will also serve as the Chair for the Public Tree Care Advisory Board.

The planning and Zoning Commission met on January 8, 2025, and recommended commissioners Julie Leonard and Felix Paiz to be on the Tree Advisory Board.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance No. 559

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council re- appoint Julie Leonard and Felix Paiz, P&Z Commission Members to the Public Tree Care Advisory Board for a term of two-years.

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

ORDINANCE NO. 559

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING ARTICLE 1.14, PUBLIC TREE CARE, TO CHAPTER 1, GENERAL PROVISIONS, ESTABLISHING PUBLIC TREE CARE REGULATIONS; ESTABLISHING PUBLIC TREE CARE ADVISORY BOARD; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor ("City") desires to enhance the natural environment and public spaces through the continued care, maintenance, and planting of trees in the public spaces; and

WHEREAS, the City intends to make application to become a "Tree City USA" as designated by the Arbor Day Foundation; and

WHEREAS, the City also desires to establish a Public Tree Advisory Committee which will develop a plan to oversee the protection, enhancement, and/or installation of trees in the public spaces and areas.

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

Section 1. Findings. All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Amendment of Code of Ordinances. The City Council hereby amends Chapter 1, General Provisions, of the City of Manor Code of Ordinances to add a new *Article 1.14, Public Tree Care* section to read as follows:

ARTICLE 1.14 PUBLIC TREE CARE

Section 1.14.001 Purpose and Intent

The purpose of this Article is to protect existing trees, promote the planting of new trees, and establish a City policy regarding the planting, maintenance, and removal of specified trees within the City's public spaces and its environs. The intent of this subchapter is that it applies to all trees located on public property in the City limits.

Section 1.14.002 Created and Established

Public Tree Care provisions are hereby adopted, granting the City the legal authority over the care of all trees, plants and shrubs located within city-owned and controlled property, public rights-of-way, parks and other public places, which will aid in the establishment of a municipal landscape program and will enhance the public health, safety and beauty of the City.

Section 1.14.003 Care of Public Trees

(A) The Public Works Director and/or designee shall have the responsibility to plant, prune, maintain and remove trees and woody plants on all City streets, rights-of-way, and/or City parks, as well as within any other City-owned and controlled property. The Public Works Director and/or designee, in appropriate cases, and upon consultation with a property owner and written permission, may remove or prune a tree on private property which threatens the safety of those who may use a public place.

(B) Property owners are responsible for the reasonable and routine maintenance of trees on the right-of-way which is an extension of the property owner's front yard and/or setback. This shall include maintaining a clearance over the sidewalk of eight feet (8').

(C) The Public Works Director or designee may recommend the removal of any tree or part of a tree that threatens the safety of any person, property or structure by reason of its location. This shall include but is not limited to threats against electric lines, telephone lines, gas lines or any municipal water or sewer lines or any public improvement. Any tree which is affected by any injurious fungus, insect or other damaging biotic organism may also be removed.

(D) No person shall remove, destroy, prune, top or cause the removal, destruction, pruning or topping of a tree on City property or in any City park without first having obtained written permission for such removal, destruction, pruning, or topping from the Public Works Director and/or their designee.

(E) It shall be unlawful for any person, firm or corporation to attach any cable, wire, rope or sign to any City tree, plant or shrub without first having obtained written permission from the Public Works Director and/or their designee.

Section 1.14.004 Establishment of a Public Tree Advisory Board

(A) Creation. There is hereby designated a committee to be known as the Public Tree Advisory Board. This committee is to function as an advisory board to City staff or City council, as the case may be, in regard to regulations pertaining to public trees.

(B) Membership. The Public Tree Advisory Board shall be composed of the then seated members of the City's Parks Committee, plus two members of P&Z who shall be selected by the City Council. All provisions related to membership service, including appointment by place, filling vacancies, residency requirements, attendance and terms of service are the same as those applicable to the City's Parks Committee. Additional duties of Parks Committee members, pertaining specifically to this Article, include the following.

(B) Duties.

- (1) Promote the protection of healthy trees on public property;
- (2) Coordinate and promote Arbor Day activities;
- (3) Develop public awareness and education programs relating to trees in the city community;

- (4) Review city department and public concerns relating to tree care on the city's public property;
- (5) Consult with the state forest service for advice on protection of existing native or established trees and/or the planting of new native trees;
- (6) Submit an annual application to renew the Tree City USA designation; and
- (7) Other duties that may be assigned by the City Council.

Section 3. Repealing all Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City of Manor ("City"), the terms and provisions of this ordinance shall control.

Section 4. Savings Clause. This City Council of the City of Manor, Texas hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

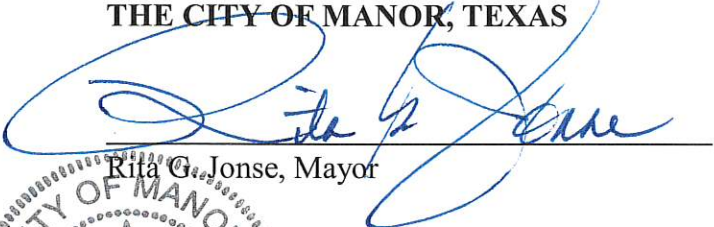
Section 5. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

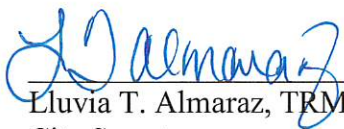
Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED THIS the 6th day of November 2019.

THE CITY OF MANOR, TEXAS


Rita G. Jonse, Mayor

ATTEST:


Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 15, 2025
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing the purchase and closing of a tract of real property consisting of 0.56 acres, more or less, located in Travis County, Texas for \$146,394, plus closing costs, title insurance cost, providing for approval of the purchase and sale agreement, and an amendment to the agreement; and providing for related matters.

BACKGROUND/SUMMARY:

City staff have been negotiating an agreement with the property owner to purchase an approximately 0.56-acre tract of land. The attached resolution authorizes the City Manager to enter into an agreement for the purchase of the property and to execute all necessary documents to close on the property. These acquired parcels will be utilized for public access to extend, relocate, and upgrade city infrastructure and roadways.

LEGAL REVIEW: Yes, Kent Sick, Land Acquisition Counsel
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution
- Parcel Map

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Resolution No.2025-03 authorizing the purchase and closing of a tract of real property consisting of 0.56 acres, more or less, located in Travis County, Texas for \$146,394, plus closing costs, title insurance cost, providing for approval of the purchase and sale agreement and an amendment to the agreement; and providing for related matters; and authorize the City Manager to execute the purchase agreement and all necessary documents to close on the purchase of the property.

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

RESOLUTION NO. 2025-03

A RESOLUTION OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE PURCHASE AND CLOSING OF A TRACT OF REAL PROPERTY CONSISTING OF 0.56 ACRES, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS FOR \$146,394 PLUS CLOSING COSTS TITLE INSURANCE COST; PROVIDING FOR APPROVAL OF THE PURCHASE AND SALE AGREEMENT AND AN AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Manor, Texas (the “City”) desires to purchase approximately 24,399 square feet parcel tracts of land located in, Manor, Travis County, Texas, and more particularly described in **Exhibit A** to the attached Earnest Money Contract (the “Property”); and

WHEREAS, the Mayor is Dr. Christopher Harvey and the City Manager is Scott Moore;

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

SECTION 1. The foregoing recitals are all true and correct and are hereby approved and adopted.

SECTION 2. The approval of the Earnest Money Contract by and among Zalaram LLC (the “Seller”) and the City (the “Earnest Money Contract”) providing for the purchase of the Property for the purchase price of \$6.00 per square foot (the “Purchase Price”), plus closing costs and title insurance, is hereby confirmed, ratified, and approved.

SECTION 3. The approval of authorization of the City Manager to execute all documents necessary to effectuate the purchase of the Property.

SECTION 4. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 15th day of January 2025.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary