



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

City Council Regular Meeting

Wednesday, December 16, 2020 at 7:00 PM

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

AGENDA

Via Telephone/Video Conference (Zoom Meeting)

This meeting will be live streamed on Facebook live.

You can access the meeting at <https://www.facebook.com/cityofmanor/>

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, December 16th, will only be open to the public via remote access.

Instructions for public speaking:

- *Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting www.cityofmanor.org where a registration link will be posted on the calendar entry for each public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the videoconference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.*

Upon receiving instructions to join zoom meeting the following rules will apply:

- *All speakers must address their comments to the Mayor rather than to individual Council Members or city staff. Speakers should speak clearly into their device and state their name and address prior to beginning their remarks. Speakers will be allowed three (3) minutes for testimony. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the meeting.*

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

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

- A. Healthcare Committee/Commission**
Submitted by: Mayor Wallace Jr

PUBLIC HEARINGS

- 1. Conduct a public hearing on an ordinance amending Chapter 14, Zoning, of the Manor Code of Ordinances of the City of Manor, Texas by providing for the amendment of definitions; residential land uses, and land use conditions; modifying general development regulations for two-family, townhome, and multi-family districts; amending non-residential and mixed-use districts land uses, amending non-residential and mixed-use districts conditions; amending development standards for outdoor storage and display, single-family detached and two-family; and amending planned unit development procedures.**
Submitted by: Scott Dunlop, Assistant Development Services Director

CONSENT AGENDA

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

- 2. Consideration, discussion, and possible action to approve the City Council Minutes.**
Submitted by: Lluvia T. Almaraz, City Secretary

- December 2, 2020, City Council Regular Meeting; and
- December 5, 2020, City Council Called Special Session – Retreat

- 3. Consideration, discussion, and possible action on the acceptance of the November 2020 Departmental Reports.**

Submitted by: Thomas Bolt, City Manager

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

REGULAR AGENDA

- 4. First Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14, Zoning, of the Manor Code of Ordinances of the City of Manor, Texas by providing for the amendment of definitions; residential land uses, and land use conditions; modifying general development regulations for two-family, townhome, and multi-family districts; amending non-residential and mixed-use districts land uses, amending non-residential and mixed-use districts conditions; amending development standards for outdoor storage and display, single-family detached and two-family; and amending planned unit development procedures.**
Submitted by: Scott Dunlop, Assistant Development Services Director
- 5. Consideration, discussion, and possible action on a change order to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project.**
Submitted by: Frank T. Phelan, P.E., City Engineer
- 6. Consideration, discussion, and possible action on a Statement of Work for Design, Bidding and Construction Phase Engineering Services to George Butlers Associates, Inc. for the Capital Improvements Plan (CIP) W-15 Water Line Improvements Project.**
Submitted by: Frank T. Phelan, P.E., City Engineer
- 7. Consideration, discussion, and possible action on the First Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.**
Submitted by: Thomas Bolt, City Manager
- 8. Consideration, discussion, and possible action a parkland fee-in-lieu for the Emerald Manor Apartments.**
Owner: W2 Real Estate Partners
Submitted by: Scott Dunlop, Assistant Development Services Director
- 9. Consideration, discussion, and possible action on an ordinance amending Ordinance No. 587 authorizing the suspension of the maximum time period a temporary sign may be displayed.**
Submitted by: Scott Dunlop, Assistant Development Services Director
- 10. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.**
Submitted by: Thomas Bolt, City Manager
- 11. Consideration, discussion, and possible action on the appointment of Manor City Council Members to the Tax Increment Reinvestment Zone (TIRZ) Board of Directors.**
Submitted by: Thomas Bolt, City Manager
- 12. Consideration, discussion, and possible action on the reappointments for the Board of Adjustment Members.**
Submitted by: Scott Dunlop, Assistant Development Services Director
- 13. Consideration, discussion, and possible action on the appointment of the Park Committee plus two (2) Planning and Zoning Commissioners to serve as the Public Tree Advisory Board; and Chairperson to serve a one-year term.**
Submitted by: Michael Tuley, Director of Public Works

14. Consideration, discussion, and possible action on the appointment of three (3) Education Committee Council Members; and Chairperson to serve a one-year term.

Submitted by: Dr. Larry Wallace Jr., Mayor

15. Tabled Item: Consideration, discussion, and possible action on City Council Committees Meetings.

Submitted by: Dr. Larry Wallace Jr., Mayor

16. Discuss and consider consenting on the creation of the proposed Travis County Emergency Services District No. 17.

Submitted by: Ryan Smith, Fire Chief – Fire Marshal for the City of Manor

EXECUTIVE SESSION

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

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Councilmember qualifications

OPEN SESSION

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

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, December 11, 2020, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing on an ordinance amending Chapter 14, Zoning, of the Manor Code of Ordinances of the City of Manor, Texas by providing for the amendment of definitions; residential land uses, and land use conditions; modifying general development regulations for two-family, townhome, and multi-family districts; amending non-residential and mixed-use districts land uses, amending non-residential and mixed-use districts conditions; amending development standards for outdoor storage and display, single family detached and two-family; and amending planned unit development procedures.

BACKGROUND/SUMMARY:

See backup for details on changes
P&Z voted 5-0 to recommend approval.

LEGAL REVIEW: Yes, to form
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Zoning changes
- Ordinance

STAFF RECOMMENDATION:

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

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

Section 14.01.008 – Definitions

Child care center (~~intermediate~~) means a facility other than the residence of the director, owner, or operator of the facility (~~including nonresidential structures~~) which provides custodial care and supervision for less than 24 hours a day to children under 14 years of age ~~for between seven and 12 children~~, excluding foster and group homes. ~~The facility must contain a minimum 150 square feet of floor area for each child.~~

- Rationale: We have 2 definitions for Child Care Center; (intermediate) and (large) with them being substantially similar except (intermediate) limited the operation to between 7 and 12 children. They we both permitted in the same zoning districts so having have 2 types of Child Care Centers was not necessary. This modification removes (intermediate) and renames (large) to just Child Care Center and removes the limits on the number of children. Those numbers are governed by State licensing requirements.

Community Garden means a single piece of land gardened and maintained collectively by a group of people. Community gardens utilize either individual or shared plots on private or public and while producing fruit, vegetables, and/or plants grown for their attractive appearance.

- Rationale: A resident had expressed an interest in starting a community garden, but our code did not provide a clear way to do that. This adds the definition and its use if further refined in later sections.

Florist means an establishment for the sale of flowers, ornamental plants and related supplies.

Garden Center means a retail operation where plants are propagated and grown to a desired age and sold to the general public along with related products. This use excludes wholesale production and distribution.

- Rationale: The addition of Florist and Garden Center go together. Our previous references to Florist in our code was a hybrid of a florist shop and a garden center depending on the zone it was located in. In Neighborhood Business and Light Commercial greenhouses were prohibited, while they were permitted in Medium and Heavy Commercial so essentially only a “florist” would locate in NB and C-1, while a florist similar to a garden center could locate in C-2 and C-3. This modification clarifies what a Florist is vs what a Garden Center as well as further refining those uses in later sections.

Privacy fence means a construction, ~~not considered a structure~~, which is designed for screening or enclosing and constructed of wood or masonry or a combination thereof at least six feet in height. ~~Fences placed in or over any easement or right-of-way shall be considered a structure.~~

- This change in the Privacy Fence better aligns the definition with our Subdivision Code that stipulates structures are not permitted in easements or rights-of-way unless they are necessary for the function of the easement or ROW so this change clarifies that a fence in an easement or ROW is a structure.

Section 14.02.005 – Residential Land Use Table

- (a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within that zoning district. In the event that a use is not listed or classification is otherwise required, the Development Services Director shall classify the use.
1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
 2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.006 of this Division.
 3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
 4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.006, unless modified by the Specific Use Permit.

Change 14.02.005(a) to 14.02.005(b)

Change 14.02.005(b) to 14.02.005(c)

- Rationale: Section (a) clarifies what the letter designations in our Residential Land Use Table mean; P = permitted, C = conditions, and S = specific use permit required. The current sections (a) and (b) are changed to (b) and (c).

Child Care Center (small) “C/S” in A, SF-E, SF-1, SF-2, TF, TH

- Rationale: Child Care Center (small) is a home-based daycare. It previously was only mentioned in the definitions section, so this adds it to the list of non-residential uses in residential districts. The requirements to operate one and the need for a specific use permit are unchanged.

Community Garden “C” in A, SF-E, SF-1, SF-2, TF, TH

- This adds Community Gardens as a permitted with conditions use to certain residential districts. The conditions are added in a later section. This would allow residents or an HOA to establish a community garden in their neighborhood without having to rezone the property.

Section 14.02.006 Residential land use conditions table

Agriculture – add Sales of agricultural products are prohibited from the property except sales in compliance with Texas Health and Safety Code Chapter 437

- This adds to the existing conditions for an agricultural operation on residential zoned property that sales of the products are prohibited unless allowed by State law. That State law reference is for Cottage Foods like baked goods that don't require time and temperature controls and can be manufactured and sold from a home-based business.

Child Care Center (small) - Maximum 6 children at any one time, including the operator's natural or adopted children under the age of 14, Minimum 150 square feet of floor area for each child, excluding storage areas, bathrooms, and other areas as determined by the director of development services

- This adds the conditions under which a home-based daycare be established (a specific use permit would also be required, and that SUP could modify these conditions).

Community Garden – Limited to 1 acre, Not permitted on a property with a dwelling unit, Sales of agricultural products are prohibited except from property zoned Agricultural

- This adds the conditions to a Community Garden that is established in a residential zoning district.

Section 14.02.007 Residential Development Standards

TH – Interior side setback: 0' attached, ~~15' detached~~ 10' detached

Exterior side setback to residential (4): ~~10'-0'~~ attached, 5' detached, ~~25'-15'~~ common lot

Rear setback to residential (4): 20', (15') common lot

Rear setback to non-residential (4): 25', (15') common lot

Maximum dwelling units: 1/single lot, 12/acre (common lot)

Maximum units per structure: 1 single lot, 6 (common lot)

MF-1: Front setback: 20', (15')

Streetside setback: 15', (15')

- Rationale: The setback standards for Townhome district, interior and exterior side, were incorrect and would not have produced the intended product. This clarifies and allows for the types of Townhome developments typically constructed. The Maximum Dwelling Units were also clarified to include that if single lots are platted that only 1 dwelling unit is allowed per lot and the Maximum units per structure is 1 on a single and 6 on a common lot.
- The modifications to MF-15 add streetscape yards (landscaping requirements)

Section 14.02.017 – Non-Residential and Mixed-Use District Land Use Table

- (a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within that zoning district. In the event that a

use is not listed or classification is otherwise required, the Development Services Director shall classify the use.

1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.018 of this Division.
3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.018, unless modified by the Specific Use Permit.

Change 14.02.017(a) to 14.02.017(b)

Change 14.02.017(b) to 14.02.017(c)

- Rationale: Section (a) clarifies what the letter designations in our Non-Residential Land Use Table mean; P = permitted, C = conditions, and S = specific use permit required. The current sections (a) and (b) are changed to (b) and (c).

Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts

Child Care Center (large) is replaced with Child Care Center

Community Garden “C” in OS, I-1, I-2, NB, DB, C-1

Game Rooms “C/S” in C-1, C-2, C-3, ~~IN-2~~

Pawnshop ~~“C/S”~~ “C” in C-2, C-3, IN-1

Pet Store “C” in NB, DB, C-1, C-2, C-3.

Semi-permanent food establishment “C” in C-1, C-2, C-3

- Rationale:
 - Child Care Center (large) name is just replaced with Child Care Center.
 - Community Garden is added a permitted use with conditions in Open Space, Institutional (small), Institutional (large), Neighborhood Business, Downtown Business, and Light Commercial. Conditions are added in a later section
 - Game Rooms are clarified to match what is in the Game Rooms Ordinance so they are permitted with conditions and specific use permits in Light Commercial but removed as a use in Light Industrial
 - Pawnshops used to required a specific use permit as well as have conditions on the use but State law does not allow a city to require a Pawnshops to have to

obtain specific use permits. The conditions on the use remain, like distance from other pawnshops, schools, and churches.

- Pet Stores were a defined use but not included in the list of permitted uses, so this adds them in Neighborhood Business, Downtown Business, Light, Medium and Heavy Commercial. Conditions on the use are added in a later section.
- Semi-permanent food establishments (food trucks) were not included in the list of permitted uses so this adds them in Light, Medium, and Heavy Commercial. Conditions on the use are added in a later section.

Section 14.02.018 Non-Residential and Mixed-Use District Conditions.

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

- Rationale: This change removes the strict requirements for what uses are allowed to have outdoor components and allows the Director of Development Services to determine the appropriateness. This change was mostly driven by the addition of Garden Centers as a permitted with conditions use in Light Commercial and the normal operations of that use include outdoor display/storage of plants and associated materials so rather than continually add what uses can have outdoor uses this change allows the Director to determine the appropriateness.

Section 14.02.019 Non-residential and mixed-use land use conditions

Community Garden – Limited to 1 acre, Can be a principle or accessory use, Sales of agricultural products are prohibited except from property with a temporary food establishment permit under Section 14.02.048(a)(1) or Section 14.02.048(a)(6)

Florist – ~~In neighborhood business (NB), downtown business (DB), and light commercial (C-1) greenhouses are prohibited, The area containing the plants and other accessory materials or products, e.g. soil, mulch, sod, pots and containers, etc., is enclosed within a fenced area, Stacked materials do not exceed the height of a screening fence, Where permitted, greenhouses are placed to the rear of the property.~~

Garden Center - The area containing accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. is screened from view of adjacent rights-of-way and properties by a fenced enclosure, Stacked materials do not exceed the height of a screen fence.

Pet Store – Sales of any animal, domestic or otherwise, requires a Commercial Sales Permit under Section 2.03.006

Semi-permanent food establishment – see Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events and Outdoor Sales

- Rationale: These are the conditions on the uses that were added or modified in the previous sections in Non-residential districts.
 - Community Gardens allow the sale of agricultural products when a temporary use permit is granted for the sale of seasonal products or a farmers market permit.
 - Florist conditions are modified to just exclude greenhouses
 - Garden Center – the conditions that used to be on florists are moved to Garden Centers, but not the provision about where greenhouses are located
 - Pet Stores – added so concurrence with our Animal Control ordinance is adhered to
 - Semi-permanent food establishment – added so concurrence with our Vendor/Peddler ordinance is adhered to

Section 14.02.049(c) – Outdoor Storage and Display

(c) *Outdoor Display.* Outdoor display is the display of items actively for sale and shall adhere to the following standards:

- (1) Outdoor display of merchandise shall not occupy any required parking spaces, landscape area, pedestrian accessibility or fire lane.
- (2) Outdoor display shall not extend into public right-of-way or onto adjacent property and must be kept within 15 feet of the principle structure. This distance requirement does not apply to [vehicle rental or garden centers](#).
- (3) Outdoor display shall be displayed in a neat and orderly manner and maintained in a clean, litter free manner.
- (4) Outdoor display may not be located on the roof of any structure.

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

(A) Outdoor home accessory sales are exempt from this requirement

(B) Passenger vehicle rental. Outdoor display of passenger vehicles for rent is exempt from this requirement. This does not include vehicles used for moving.

(C) Moving vehicle rental. Rental of vehicles used for moving goods, personal or commercial, are limited to a maximum of eight parking spaces.

(D) Garden Centers are exempt from this requirement.

(6) All sales of such merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.

(7) The maximum height of merchandise shall not exceed four feet except for vehicle rental and garden centers where retail plants can be displayed above four feet.

(8) Outdoor display is not required to be screened except accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. associated with a garden center.

(9) Automotive parts and accessories shall not remain outdoors for more than 12 consecutive hours or will otherwise be required to follow the standards for outdoor storage.

- Rationale: This changes to the outdoor display and storage are meant to allow for Garden Center uses in the ways they traditionally operate their businesses with much of the product being in outdoor or partially covered areas.

Section 14.02.061(b)(1) Single Family Detached and Two-Family

(D) The principle dwelling shall have at least a fully enclosed two car garage. The garage may be attached or detached.

(i) New housing development must avoid front elevations resulting in a streetscape dominated by the sight of garage doors.

(ii) ~~A front-loading garage, or the area including the garage door and four feet around the garage door, whichever is wider, may occupy no more than 50 percent of the house linear frontage, and may protrude no more than six feet from the longest front wall.~~ A front-loading garage, or the area including the garage door and four feet around the garage door, may protrude no more than six feet from the longest front wall.

(iii) A front-loading garage, or the area including the garage door and four feet around the garage door, whichever is wider, may occupy no more than 65 percent

of the house linear frontage. Garage door areas that occupy 50 percent or less shall include one element from the following list. Garage door areas that occupy between 51 percent and 65 percent shall contain at least three elements from the following list.

- a. Integrated trim or banding around the garage door
 - b. Garage door relief detailing, including windows
 - c. Decorative hardware including hinges and handles
 - d. Single garage doors with a minimum 10” separation
 - e. Architectural roof above the garage
 - f. Other elements as approved by the Building Official
- Rationale: Garage door percentages had been capped at 50% to limit the visual impact of garage doors on the streetscape. This amendment allows them to go up to 65% but adds architectural elements; 1 if the garage door percentage is 50% or lower and 3 elements if it's 51% - 65% and provides a list of elements. This provides more flexibility in design while maintain the intent of the code.

Section 14.05.002(b)(8) Procedures

~~(8) Expiration. If development equal to at least 25 percent of the cost of installing streets, utilities and drainage in the PUD, or, if the PUD is approved to be developed in sections or phases, if development equal to at least 50 percent of the cost of installing streets, utilities and drainage in the first section or phase of the PUD has not occurred, on a planned unit development tract or lot within two years after the date of approval, such approval shall expire; and may only be renewed after application is made therefor, notice is given and public hearings are held by the commission and city council to evaluate the appropriateness of the previously authorized planned development approval. Any such application for renewal or extension shall be considered in the same manner, and under the same rules, regulations and ordinances then in effect, as a new application for zoning.~~

(b)(8) – Reserved

- Rationale: Our zoning procedures for a Planned Unit Development (PUD) had included a section on the PUD zoning expiring after it had been approved by P&Z and Council but before plats or improvements had been constructed. Zoning entitlements cannot expire once approved so this section has been completely removed.

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

SECTION 2. Amendment of Code of Ordinances. The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land uses and land use conditions, general development regulations for Two-Family, Townhome and Multi-Family Districts, Non-Residential and Mixed-Use land uses, Non-Residential and Mixed-Use district conditions, development standards for outdoor storage and display, single family and two-family architectural standards, and planned unit development procedures; as provided for in Sections 3. through 32. of this Ordinance.

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

(a) The definition for “Child Care Center (intermediate)” is hereby deleted in its entirety.

(b) The definition for “Child Care Center (large)” is hereby amended in its entirety to read as follows:

“Child Care Center means a facility other than the residence of the director, owner, or operator of the facility which provides custodial care and supervision for less than 24 hours a day to children under 14 years of age, excluding foster and group homes.”

(c) The definition for “Community Garden” is hereby added in alphabetical order to read as follows:

“Community Garden means a single piece of land or property gardened and maintained collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.”

(d) The definition for “Florist” is hereby added in alphabetical order to read as follows:

“Florist means an establishment for the sale of flowers, ornamental plants and related supplies.”

(e) The definition for “Garden Center” is hereby added to read as follows:

“Garden Center means a retail operation where plants are propagated and grown to a desired age and sold to the general public along with related products. This use excludes wholesale production and distribution.”

(f) The definition for “Privacy Fence” is hereby amended in its entirety to read as follow:

“Privacy fence means a construction which is designed for screening or enclosing and constructed of wood or masonry or a combination thereof at least six feet in height. Fences placed in or over any easement or right-of-way shall be considered a structure.”

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

(a) Subsection (a) is hereby added to read as follows:

“(a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within

that zoning district. In the event that a use is not listed or classification is otherwise required, the Development Services Director shall classify the use.

1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.006 of this Division.
3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.006, unless modified by the Specific Use Permit.”

(b) With the addition of the new subsection (a) above, subsections “(a) Residential land uses in residential zoning districts” and “(b) Non-residential land uses in residential zoning districts” are renumbered to “(b) Residential land uses in residential zoning districts” and “(c) Non-residential land uses in residential zoning districts” respectively.

SECTION 5. Amendment of Section 14.02.005 Residential Land Use Table. Section 14.02.005(b) of the Zoning Ordinance is hereby amended to add and delete uses to the table as follows:

(a) Non-Residential Use “Child Care Center (small)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Child care center (small)	C/S	C/S	C/S	C/S	C/S	C/S				

(b) Non-Residential Use “Community Garden” is hereby added immediately following the Non-Residential Use “Child Care Center (small)” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Community Garden	C	C	C	C	C	C				

SECTION 6. Amendment of Section 14.02.006 Residential Land Use Conditions

Table. Section 14.02.006 of the Zoning Ordinance is hereby amended to add or revise the conditions to read as follows:

(a) The condition of “Agriculture” is hereby amended to add the following condition to read as follows:

- Sales of agricultural products are prohibited from the property except sales in compliance with Texas Health and Safety Code Chapter 437

(b) The Residential Land Use and Conditions for “Child Care Center (small)” and “Community Garden” are hereby added to read as follows:

Child Care Center (small)	<ul style="list-style-type: none"> • Maximum 6 children at any one time, including the operator’s natural or adopted children under the age of 14 • Minimum 150 square feet of floor area for each child, excluding storage areas, bathrooms, and other areas as determined by the director of development services
Community Garden	<ul style="list-style-type: none"> • Limited to 1 acre • Not permitted on a property with a dwelling unit • Sales of agricultural products are prohibited except from property zoned Agricultural

SECTION 7. Amendment of Section 14.02.007(b) General Development Regulations

for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Interior side setback” to read as follows:

Interior side setback	0’ attached
	10’ detached

SECTION 8. Amendment of Section 14.02.007(b) General Development Regulations

for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Exterior side setback to residential (4)” to read as follows:

Exterior side setback to residential (4)	0’ attached
	5’ detached
	15’ common lot

SECTION 9. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Rear setback to residential (4)” to read as follows:

Rear setback to residential (4)	20’
	(15’) common lot

SECTION 10. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Rear setback to non-residential (4)” to read as follows:

Rear setback to non-residential (4)	25’
	(15’) common lot

SECTION 11. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Maximum dwelling units” to read as follows:

Maximum dwelling units	1/single lot
	12/acre common lot

SECTION 12. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Maximum units per structure” to read as follows:

Maximum unit per structure	1 single lot
	6 common lot

SECTION 13. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to amend in its entirety the Multi-Family 15(MF-1) District “Front Setback” to read as follows:

Front Setback	20’
	(15’)

SECTION 14. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to amend in its entirety the Multi-Family 15 (MF-1) District “Streetside Setback” to read as follows:

Streetside Setback	15’
	(15’)

SECTION 15. Amendment of Section 14.02.017 Non-Residential Land Use Table. Section 14.02.017 of the Zoning Ordinance is hereby amended to add and revise the following subsections to read as follows:

(a) Subsection (a) is hereby added to read as follows:

“(a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within that zoning district. In the event that a use is not listed or classification is otherwise required, the Development Services Director shall classify the use.

1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.018 of this Division.
3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.018, unless modified by the Specific Use Permit.”

(b) With the addition of the new subsection (a) above, “(a) Residential land uses in non-residential and mixed-use zoning districts” and “(b) Non-residential uses in non-residential and mixed-use zoning districts” are renumbered to “(b) Residential land uses in non-residential and mixed-use zoning districts” and “(c) Non-residential uses in non-residential and mixed-use zoning districts” respectively.

SECTION 16. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the non-residential use “Child care center (intermediate)”.

SECTION 17. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete the non-residential use title “Child care center (large)” read as follows: “Child care center”.

SECTION 18. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the non-residential use “Community Garden” immediately following the use “Communication services or facilities” to read as follows:

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

SECTION 19. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the non-residential use “Game Room” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Game Room							C/S	C/S	C/S		

SECTION 20. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the non-residential use “Garden Center” immediately following the use “Game Room” to read as follows:

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

SECTION 21. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the non-residential use “Pawnshop” to read as follows:

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

SECTION 22. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is

hereby amended to add the non-residential use “Pet Store” immediately following the use “Personal Services” to read as follows:

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

SECTION 23. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the non-residential use “Semi-Permanent Food Establishment” immediately following the use “School, public” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Semi-Permanent Food Establishment							C	C	C		

SECTION 24. Amendment of Section 14.02.018 Non-Residential and Mixed-Use Districts Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to delete in its entirety the conditions of “Light Commercial (C-1)” to read as follows:

Light Commercial (C-1)	<ul style="list-style-type: none"> • Uses be conducted entirely within an enclosed building except for customary outdoor uses, as approved by the Development Services Director, on an area that is improved with concrete, asphalt, or another all-weather surface. All sales of merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors • Outdoor displays must be in accordance with section 14.02.049 • Merchandise be new, first-hand and sold on premises, except for antique shops • Establishments located on property that is within 300 feet of any property zoned for residential use when the commercial use is first established may not be open to the general public before 5:00 a.m. and must be closed to the general public by 12:00 a.m., except for commercial uses located on US Hwy 290.
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SECTION 25. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Community Garden” immediately

following the Non-Residential and Mixed-Use Land Use Conditions for “Commercial Off-Street Parking” to read as follows:

Community Garden	<ul style="list-style-type: none"> • Limited to 1 acre. • Can be a principle or accessory use. • Sales of agricultural products are prohibited except from property with a temporary food establishment permit under Section 14.02.048(a)(1) or Section 14.02.048(a)(6).
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SECTION 26. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use Land Use Conditions for “Florist” to read as follows:

Florist	<ul style="list-style-type: none"> • Greenhouses are prohibited
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SECTION 27. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Garden Center” immediately following the Non-Residential and Mixed-Use Land Use Conditions for “Game Room” to read as follows:

Garden Center	<ul style="list-style-type: none"> • The area containing accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. is screened from view of adjacent rights-of-way and properties by a fenced enclosure. • Stacked materials do not exceed the height of a screen fence.
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SECTION 28. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Pet Store” immediately following the Non-Residential and Mixed-Use Land Use Conditions for “Pawnshop” to read as follows:

Pet Store	<ul style="list-style-type: none"> • Sales of any animal, domestic or otherwise, requires a Commercial Sales Permit under Section 2.03.006
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SECTION 29. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Semi-Permanent Food Establishment” immediately following the Non-Residential and Mixed-Use Land Use Conditions for “Restaurant-Drive-in or Drive-through” to read as follows:

Semi-permanent Food Establishment	<ul style="list-style-type: none"> • See Article 4.03, Peddlers, Solicitors, Food Vendors, Special Events and Outdoor Sales
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SECTION 30. Amendment of Section 14.02.049(c) Outdoor Storage and Display. Section 14.02.049(c) of the Zoning Ordinance is hereby deleted in its entirety to read as follows:

“(c) *Outdoor Display.* Outdoor display is the display of items actively for sale and shall adhere to the following standards:

- (1) Outdoor display of merchandise shall not occupy any required parking spaces, landscape area, pedestrian accessibility or fire lane.
- (2) Outdoor display shall not extend into public right-of-way or onto adjacent property and must be kept within 15 feet of the principle structure. This distance requirement does not apply to vehicle rental or garden centers.
- (3) Outdoor display shall be displayed in a neat and orderly manner and maintained in a clean, litter free manner.
- (4) Outdoor display may not be located on the roof of any structure.
- (5) The outdoor display area shall not exceed ten percent of the square footage of the principle structure or 500 square feet, whichever is less with the follow exceptions:
 - (A) Outdoor home accessory sales are exempt from this requirement
 - (B) Passenger vehicle rental. Outdoor display of passenger vehicles for rent is exempt from this requirement. This does not include vehicles used for moving.
 - (C) Moving vehicle rental. Rental of vehicles used for moving goods, personal or commercial, are limited to a maximum of eight parking spaces.
 - (D) Garden Centers are exempt from this requirement.
- (6) All sales of such merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
- (7) The maximum height of merchandise shall not exceed four feet except for vehicle rental and garden centers where retail plants can be displayed above four feet.

(8) Outdoor display is not required to be screen except accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. associated with a garden center.

(9) Automotive parts and accessories shall not remain outdoors for more than 12 consecutive hours or will otherwise be required to follow the standards for outdoor storage.”

SECTION 31. Amendment of Section 14.02.061(b)(1) Single Family Detached and Two-Family. Section 14.02.061(b)(1) of the Zoning Ordinance is hereby amended to delete subsection (D) in its entirety to read as follows:

“(D) The principle dwelling shall have at least a fully enclosed two car garage. The garage may be attached or detached.

(i) New housing development must avoid front elevations resulting in a streetscape dominated by the sight of garage doors.

(ii) A front-loading garage, or the area including the garage door and four feet around the garage door, may protrude no more than six feet from the longest front wall.

(iii) A front-loading garage, or the area including the garage door and four feet around the garage door, whichever is wider, may occupy no more than 65 percent of the house linear frontage. Garage door areas that occupy 50 percent or less shall include one element from the following list. Garage door areas that occupy between 51 percent and 65 percent shall contain at least three elements from the following list.

- a. Integrated trim or banding around the garage door
- b. Garage door relief detailing, including windows
- c. Decorative hardware including hinges and handles
- d. Single garage doors with a minimum 10” separation
- e. Architectural roof above the garage
- f. Other elements as approved by the Building Official”

SECTION 32. Amendment of Section 14.05.002(b)(8) Planned Unit Development Procedures. Section 14.05.002(b)(8) of the Zoning Ordinance is hereby amended to delete subsection (8) in its entirety to read as follows:

“(8) Reserved”

SECTION 33. Construction

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

rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

SECTION 34. Repealing all Conflicting Ordinances

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

SECTION 35. Savings Clause

This City Council of the City of Manor, Texas hereby declares if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION 36. Severability

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

SECTION 37. Open Meetings

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

SECTION 38. Effective Date

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

PASSED AND APPROVED on First Reading this the ____ day of December 2020.

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

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- December 2, 2020, City Council Regular Meeting; and
- December 5, 2020, City Council Called Special Session - Retreat

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- December 2, 2020, City Council Regular Meeting; and
- December 5, 2020, City Council Called Special Session - Retreat

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the City Council Minutes of the December 2, 2020, City Council Regular Meeting; and December 5, 2020, City Council Called Special Session – Retreat.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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**CITY COUNCIL
REGULAR SESSION MINUTES
DECEMBER 2, 2020
Via Telephone/Video Conference
(Zoom Meeting)**

The meeting was live streamed on Facebook Live beginning at 7:00 p.m.
<https://www.facebook.com/cityofmanor/>

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, December 2nd, was only open to the public via remote access.

The following instructions were provided to the general public.

Instructions for Public Speaking:

- Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting www.cityofmanor.org where a registration link will be posted on the calendar entry for each public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the videoconference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

Upon receiving instructions to join zoom meeting the following rules will apply:

- All speakers must address their comments to the Mayor rather than to individual Council Members or city staff. Speakers should speak clearly into their device and state their name and address prior to beginning their remarks. Speakers will be allowed three (3) minutes for testimony. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the meeting.

Mayor Wallace Jr. advised that all votes would be conducted by a Roll Call Vote, meaning each City Council Member would be called on separately to cast their vote.

PRESENT VIA ZOOM:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Lydia Collins, Director of Finance
Veronica Rivera, Legislative and General Counsel
Paige Saenz, City Attorney

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present via video/telephone conference, the regular session of the Manor City Council was called to order by Mayor Wallace Jr. at 7:00 p.m. on Wednesday, December 2, 2020.

PLEDGE OF ALLEGIANCE

At the direction of Mayor Wallace Jr., Council Member Wallace led the Pledge of Allegiance.

PROCLAMATIONS

A Declaring Monday, December 7, 2020, as “Pearl Harbor Remembrance Day”

Mayor Wallace Jr read a proclamation declaring Monday, December 7, 2020, as “Pearl Harbor Remembrance Day”.

B. Declaring Tuesday, December 15, 2020, as “Bill of Right’s Day”

Mayor Wallace Jr. read a proclamation declaring Tuesday, December 15, 2020, as “Bill of Right’s Day”

PUBLIC COMMENTS

There were no public comments received prior to the meeting.

REPORTS

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

A. Education Committee

Mayor Wallace Jr. discussed the involvement in education within the school district with City Council and possibility of establishing an Education Committee.

Mayor Pro Tem Dr. Harvey discussed the community survey report for the school district.

The discussion was held regarding the positive outcome of the committee if established.

At the direction of Mayor Wallace Jr., Mayor Pro Tem Dr. Harvey continued the meeting until he reconnected by phone.

PUBLIC HEARINGS

1. Conduct a public hearing on the dissolution of the EntradaGlen Public Improvement District.

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

Mayor Pro Tem Dr. Harvey opened the public hearing.

At the direction of City Manager Bolt, Public Hearing No. 2 was opened.

2. Conduct a public hearing on the creation of a new EntradaGlen Public Improvement District.

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

Mayor Pro Tem Dr. Harvey opened the public hearing.

City Manager Bolt discussed the dissolution and creation of the EntradaGlen Public Improvement District. He stated that the PID Committee had met and discussed the Entradaglen PID.

Pete Dwyer with Dwyer Realty, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

Danny Burnett with Dwyer Realty, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

Zach Crawford with DPF, submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

Sharon J. Smith with Armbrust & Brown PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

The discussion was held regarding the new completion date of 2022.

Sharon Smith spoke in regard to the dissolution agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Deja Hill, to close the Public Hearings.

There was no further discussion.

Motion to close carried 6-0

CONSENT AGENDA

3. **Consideration, discussion, and possible action to approve the City Council Minutes.**
 - **November 16, 2020, City Council Called Special Meeting – Canvass;**
 - **November 16, 2020, City Council Called Special Session – Orientation; and**
 - **November 18, 2020, City Council Regular Meeting**

4. **Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2). Applicant: K&R Trading Inc. Owner: K&R Trading Inc.**

Ordinance No. 594: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) to Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

5. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1). *Applicant: Kimley-Horn and Associates Owner: West Elgin Development Corp.*

Ordinance No. 595: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family (SF-1) to Neighborhood Business (NB); Making Findings of Fact; and Providing for Related Matters.

Pete Dwyer with Dwyer Realty, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Danny Burnett with Dwyer Realty, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

6. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). *Applicant: Carney Engineering, PLLC Owner: Housing Authority of Travis County*

Ordinance No. 596: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Light Commercial (C-1) to Multi-Family 25 (Mf-2); Making Findings of Fact; and Providing For Related Matters.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Weir, to approve and adopt all items on the Consent Agenda with the Zone change on Item No. 5 from Single Family (SF-1) to Neighborhood Business (NB).

There was no discussion.

Motion to approve carried 6-0

REGULAR AGENDA

7. **A) Consideration, discussion, and possible action on a Resolution dissolving and recreating a Public Improvement District (PID) – EntradaGlen; and B) Consideration, discussion, and possible action on an Amended and Restated Agreement regarding the Dissolution of the EntradaGlen Public Improvement District.**

The City staff recommended that the City Council A) approve Resolution No. 2020-16 for the dissolution of the original EntradaGlen Public Improvement District (PID) and the creation of a new EntradaGlen PID and direct the City Secretary to publish a copy of the resolution adopted; and B) approve the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District.

Pete Dwyer with Dwyer Realty, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

Danny Burnett with Dwyer Realty, 9900 Highway 290 East, Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

Zach Crawford with DPFPG, submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

Sharon J. Smith with Armbrust & Brown PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available via Zoom to address any questions posed by the City Council.

Resolution No. 2020-16: A Resolution of the City of Manor, Texas Dissolving the Original Entradaglen Public Improvement District and Creating a new Entradaglen Public Improvement District.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Wallace, to A) approve Resolution No. 2020-16 for the dissolution of the original EntradaGlen Public Improvement District (PID) and the creation of a new EntradaGlen PID and direct the City Secretary to publish a copy of the resolution adopted; and B) approve the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District.

There was no further discussion.

Motion to approve carried 6-0

8. Consideration, discussion, and possible action on an agreement and engagement letter for accounting services with Atchley & Associates.

The City staff recommended that the City Council approve and authorize the City Manager and Director of Finance to execute the agreement and engagement letters for auditing accounting services with Atchley & Associates for FY 2019-2020.

Director of Finance Collins discussed the agreement engagement letter for accounting services with Atchley & Associates.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Emily Hill, to approve and authorize the City Manager and Director of Finance to execute the agreement and engagement letters for auditing accounting services with Atchley & Associates for FY 2019-2020.

There was no further discussion.

Motion to approve carried 6-0

9. Consideration, discussion, and possible action on a Purchase Contract with David Rice for a wastewater easement with temporary construction easement.

The City staff recommended that the City Council approve the purchase contract with David Rice for a wastewater easement with temporary construction easement with pending legal review.

Samuel Kiger with Jay Engineering Company submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Wallace, to approve the purchase contract with David Rice for a wastewater easement with temporary construction easement with pending legal review.

There was no discussion.

Motion to approve carried 6-0

10. Consideration, discussion, and possible action on a Purchase Contract with Klatt Properties, LLC for a wastewater easement with temporary construction easement.

The City staff recommended that the City Council approve the purchase contract with Klatt Properties, LLC for a wastewater easement with temporary construction easement with pending legal review.

Samuel Kiger with Jay Engineering Company submitted a speaker card in support of this item; however, he did not wish to speak but was available via Zoom to address any questions posed by the City Council.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Deja Hill, to approve the purchase contract with Klatt Properties, LLC for a wastewater easement with temporary construction easement.

Mayor Pro Tem Dr. Harvey amended motion.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Deja Hill, to approve the purchase contract with Klatt Properties, LLC for a wastewater easement with temporary construction easement with pending legal review.

There was no further discussion.

Motion to approve carried 6-0

11. Consideration, discussion, and possible action on City Council Committees Meetings.

Mayor Wallace Jr. recommended for City Council to approve the 1st & 3rd Wednesday's (9-5 pm) as Council Days to hold committees, workshop, etc., as approved and/or needed by the Mayor and City Manager before presenting alternative dates to council for approval.

Mayor Wallace Jr. expressed his concerns regarding future committee meetings schedule.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Weir, to approve the 1st & 3rd Wednesday's (9-5pm) as Council Days to hold committees, workshop, etc., as approved and/or needed by the Mayor and City Manager before presenting alternative dates to council for approval.

Council Member Deja Hill amended motion to add effective with 2021 elections with questions.

Council Member Weir expressed her concerns with setting committees on Wednesday's.

The discussion was held regarding staff commitment to set time schedules on council committees.

Director of Finance Collins expressed her concerns for scheduling a time and date for the Budget Committee meetings.

Mayor Pro Tem Dr. Harvey expressed his concerns and proposed another option to go to the state or federal legislation and ask for time off for Council Members as it is done with jurors.

Mayor Pro Tem Dr. Harvey recommended for this topic to be discussed in a future workshop.

Council Member Deja Hill amended motion.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Emily Hill, to table this item until further notice.

There was no further discussion.

Motion to approve carried 6-0

Mayor Wallace Jr. adjourned the regular session of the Manor City Council into Executive Session at 8:03 p.m. on Wednesday, December 2, 2020, in accordance with the requirements of the Open Meetings Law.

City Attorney Saenz joined Executive Session via zoom.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Councilmember qualifications* at 8:03 p.m. on Wednesday, December 2, 2020.

The Executive Session was adjourned at 8:49 p.m. on Wednesday, December 2, 2020.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:49 p.m. on Wednesday, December 2, 2020.

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

There was no action taken.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:49 p.m. on Wednesday, December 2, 2020.

These minutes approved by the Manor City Council on the 16th day of December 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



**CITY COUNCIL CALLED SPECIAL SESSION
COMMUNITY LEADER RETREAT
MINUTES
DECEMBER 5, 2020**

PRESENT:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

- Emily Hill, Place 1 (Absent)
- Anne Weir, Place 2
- Dr. Christopher Harvey, Place 3 (Arrived at 9:45 a.m.)
- Sonia Wallace, Place 4
- Deja Hill, Mayor Pro Tem, Place 5
- Gene Kruppa, Place 6 (Absent)

CITY STAFF:

- Thomas Bolt, City Manager
- Lluvia T. Almaraz, City Secretary
- Ryan Phipps, Chief of Police
- Lydia Collins, Director of Finance
- Tracey Vasquez, HR Manager
- Debbie Charbonneau, Heritage and Tourism Manager
- Scott Dunlop, Assistant Development Services Director
- Michael Tuley, Director of Public Works
- Heath Ferguson, IT Manager

FACILITATOR:

Alysia A. Cook, PCED, IOM
Opportunity Strategies LLC

SPECIAL SESSION – 9:00 A.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Wallace Jr. at 9:00 a.m. on Saturday, December 5, 2020, at 410 W. 7th Street, The Gym (Room 106), Taylor, TX 76574.

PLEDGE OF ALLEGIANCE

Mayor Wallace Jr. led the Pledge of Allegiance.

City Manager Bolt welcomed everyone and introduced Alysia A. Cook, Facilitator for Opportunity Strategies LLC.

Ms. Cook introduced herself and discussed the attached Power Point Presentation regarding Ethics in Public Service.

At the request of City Manager Bolt, Department Introductions and the attached PowerPoint Presentations were made for the following departments.

- *City Manager's Office - Thomas Bolt, City Manager*
- *Office of the City Secretary - Lluvia T. Almaraz, TRMC City Secretary*
- *Police - Ryan Phipps, Chief of Police*
- *Finance / Court - Lydia Collins, Director of Finance*
- *Human Resources - Tracey Vasquez, HR Manager*
- *Community Development Services - Debbie Charbonneau, Heritage and Tourism Manager*
- *Development Services - Scott Dunlop, Asst. Development Services Director*
- *Public Works - Michael Tuley, Director of Public Works*
- *IT - Heath Ferguson, IT Manager*

Mayor Wallace Jr. requested for City Council to email him their top one priority for the City & how they can work together to serve the citizens of Manor.

There was no action taken.

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 3:00 p.m. on Saturday, December 5, 2020.

These minutes approved by the Manor City Council on the 16th day of December 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor


ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes

Ethics & Integrity Workshop

City of Manor – Community Leaders Retreat
December 5, 2020



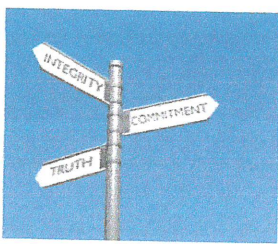

What exactly is Ethics?

- Laws?
- Morals?
- Discipline?
- Judgment?
- Honesty?
- Social Norms?
- Beliefs?
- Goodness?
- Manners?
- Integrity?
- Honor?

"Ethics is knowing the difference between what you have a right to do and what is right to do." ~Potter Stewart



Can Ethics Be Taught?

Your Ethics

- Conduct above reproach
- Are there differences in your "personal" ethics and your "professional" ethics?
- Which Core Values or Guiding Principles guide your behavior?
- Doing the right thing, regardless of personal loss/cost/pain
- Doing the right thing, even when no one is there



Core Values/Guiding Principles

- Honesty
- Transparency
- Fair pricing/Fairness
- Stewardship
- Customer Service
- Diversity/Inclusion
- Respect
- Golden Rule
- Fun
- Confidentiality
- Quality
- Commitment
- Consistency
- Safety



The 6 C's of Ethical Public Service

- Confidentiality
- Communicating Truthfully
- Conflicts of Interest
- Conduct
- Commitment
- Coalitions



Confidentiality

- City Confidentiality Expectations Unique
- Specific steps to uphold confidentiality?
- Are you 100% compliant?
- With whom can you share confidential City information?
- Loose lips really do sink ships
- Good relationship building = More trust



Communicating Truthfully

- Meaning?
- How do you detect communications lacking truth?
- Transparency
- Omissions
- Implying without specific details
- Purposefully vague
- Townhall Meetings/Public Hearings



Communicating Truthfully

- Ever exaggerated just a tiny bit on a resume?
- Ever overstated the value of something you sold?
- Ever understated the drawbacks?
- Ever called in sick when you really took a personal day?
- Ever took a tax deduction you didn't earn?
- Ever implied anything false about your job?

Even these "little white lies" reveal a willingness to be deceptive or dishonest...a slippery slope.



Communicating Truthfully


- How do you ensure truthful communications?
- How does Transparency play into truthful communications?
 - Sharing with others what you know
 - Not withholding information
 - Making all information available

"The overriding principle is that all marketing communication should be legal, decent, honest, and truthful." ~International Code of Advertising & Marketing Practice




Conflicts of Interest

- What is a conflict of interest?
- Perceived conflict of interest?
- How do you recognize a conflict of interest?
- Recusing yourself
- You do the right thing, regardless of personal loss/cost/pain
- Avoid discussions of boycotts, blacklisting, or any restraint of trade



Conduct


- Your reputation and the City of Manor's reputation are inextricably linked
- Everything you do & say should be becoming of an official representative of the City of Manor
- Above reproach at all times
- If you pause to ask "is this okay to say or do?" the answer is NO
- Headline Test



Item 2.


Commitment

- Commit to the doing your best
- Participate in the Strategic Planning Process
- Don't overcommit
- Publish your goals
- Use Strategic Plan regularly/living document
- Commitment to the citizens of Manor
- Honorable steward of taxpayer dollars



Coalitions

- Local Partners
- Regional Partners
- State Partners
- Federal Partners
- Education Partners
- Workforce Partners
- Nonprofit Partners




The Four Agreements by Don Miguel Ruiz

1. Be Impeccable with Your Word
2. Don't Take Anything Personally
3. Don't Make Assumptions
4. Always Do Your Best




1. Be Impeccable With Your Word

- Speak with integrity
- Say only what you mean
- Avoid using words to speak against yourself and avoid putting yourself down
- Don't use excuses or blame others
- Avoid using words to speak against others and engaging in gossip
- Use the power of your word for encouragement




2. Don't Take Anything Personally

- When people are critical, it is about them, not you
- You make it about you when you get offended
- Negative results: conflict, distract from purpose
- Refusing to take it personally takes away their power over you



3. Don't Make Assumptions

- Find the courage to ask questions
- Express what you really mean/want/intend
- Speak with clarity to avoid misunderstandings and drama
- Our brains are wired to fill in gaps – active listening



4. Always Do Your Best

- Your best changes depending on state
- You'll never regret doing your best
- Pushing too hard is not your best
- How do you know when you've done your best?



Integrity

- Is arriving prepared and on time at council/committee meetings & other events a reflection of your integrity?
- Do others notice when you don't attend or arrive late/leave early?
- Do you notice when others in your life don't fulfill commitments?



5 Ways to Think Ethically

- Does my behavior promote the greatest good?
- Is this a legitimate/legal right or human right?
- Are all the parties being treated fairly?
- Are these recognized virtues?
- Does this action serve the common good?


Source: IEDC



5 Ethical Tests for City Leaders


- Is this legal?
- Is it within the spirit of the law?
- Does it fit within the City's rules and regulations?
- Does it match our Core Values?
- Would the most ethical person I know do this?

Source: IEDC



Ethics

- Who is the most ethical person you know?
- Why do you identify them as such?



Why Unethical Behaviors?

- Pressure to perform/unrealistic goals
- Not knowing/Not understanding
- Peer pressure
- Personal/financial gain
- Conflicting loyalties
- Unable to "see around corners" (think: teenagers)
- Not knowing the ABCs:
Attitude + Behavior = Consequences



Discussion

- Is there justification for “situational” ethics?
- When and under what circumstances?



What is Your Highest Aspiration?

- Honesty
- Wealth
- Fame
- Knowledge
- Re-election
- Recognition
- Integrity
- Power
- Philanthropy
- Popularity



Integrity

Integrity makes people trust you
Lack of integrity makes people not trust you


Long time to earn
Split second to destroy



Integrity

“In looking for people to hire, look for three qualities: integrity, intelligence, and energy. And if they don’t have the first one, the other two will kill you.”

~ Warren Buffett



What do they “look” like?

<p><u>Ethical Behaviors</u></p> <ul style="list-style-type: none"> • Someone widely trusted • Consistent • Follows through • Treats everyone fairly • Keeps promises • Admits mistakes • Tight lips • Refuses to gossip 	<p><u>Unethical Behaviors</u></p> <ul style="list-style-type: none"> • Untrustworthy reputation • Inconsistent • Drops the ball • Treats people differently • Breaks promises • Excuses/Blames others • Loose lips • Will gossip
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What do they “look” like?

<p><u>Ethical Behaviors</u></p> <ul style="list-style-type: none"> • Tells the truth • Admits when doesn’t know • Genuine appreciation • Consistent during emergencies • Avoids dishonesty • Makes people comfortable 	<p><u>Unethical Behaviors</u></p> <ul style="list-style-type: none"> • Stretches/Omits the truth • Makes up/wings it • Buys support • Compromises during emergencies • Avoids embarrassment • Makes people uncomfortable
---	--



7 Steps to Ethical Decision Making

1. Recognize and clarify the predicament
2. Gather all the facts
3. List all the options
4. Is it legal? Right? Beneficial?
5. Draw your conclusions
6. How would I feel if Mom knew or the media made this decision public?
7. Take action

Source: IEDC



Reputation of Integrity

"Advice for those striving for a reputation of integrity: avoid those who are not trustworthy. Do not do business with them. Do not associate with them. Do not make excuses for them. Do not allow yourself to get enticed into believing that 'while they may be dishonest with others, they would never be dishonest with me.' If someone is dishonest in any aspects of his life, you can be guaranteed that he will be dishonest in many aspects of his life.

You cannot dismiss even those little acts of dishonesty, such as the person who takes two newspapers from the stand when they paid for only one. After all, if a person cannot be trusted in the simplest matters of honesty, then how can they possibly be trusted to uphold lengthy and complex business contracts?"

~Amy Anderson



Thank You

Alysia A. Cook, PCED, IOM

Opportunity Strategies

www.opportunitystrategies.com

alysia@opportunitystrategies.com

512-963-2263



Cobb Chamber Corporate Culture Values

Last Updated: September 10, 2013

Item 2.

1. Demonstrate Integrity

<i>Trust & Honesty</i>	Always tell the whole truth knowing that trust and honesty are the foundation of our relationships
<i>Accountable</i>	Own up to mistakes; take responsibility and don't blame others
<i>Give Credit</i>	Give credit where credit is due (don't take credit for others' work)
<i>Responsible</i>	Speak up & have difficult conversations when needed in a timely manner

2. Show Respect

<i>Support</i>	Support/praise/stick up for each other publicly; discuss disagreements privately (avoid emotionally charged emails)
<i>Courteous</i>	Respect of others time with meetings, events & deadlines
<i>Considerate</i>	Clean up after yourself; if you drink the last cup of coffee, make another pot, etc.
<i>Appreciate</i>	Set culture where volunteers and employees feel respected, valued and appreciated
<i>Wise Stewards</i>	Respect of members' money investment by being wise stewards of resources
<i>Professionalism</i>	Show professionalism in all communications, dress and countenance
<i>No Surprises</i>	Live by a "no surprises" standard when working with your supervisor, your team mates and volunteer leadership.

3. Be a Servant Leader

	Servant Leadership: Set environment of humility & compassion; listen intently & be receptive
<i>Embrace mistakes</i>	Embrace mistakes as an opportunity to grow and learn
<i>Positive Attitude</i>	Set tone of positive attitude and always SMILE :); Overcome obstacles with energy and enthusiasm
<i>Motivate</i>	Celebrate talents & successes for volunteers and staff
<i>Consensus-builder</i>	Set culture of growth & development to help staff reach their fullest potential
<i>Lead by example</i>	Don't ask someone to do something you are not willing to do yourself; set example for others to follow
<i>Simplicity</i>	Keep things simple: A simple plan doesn't make you a simple leader
<i>Community</i>	Invest in our community through volunteering our time and talent to make a difference for others
<i>Fun</i>	Set FUN environment for members and staff

4. Work as a Team

<i>Collaborate</i>	Foster partnerships and consensus building; build cooperation among teams & groups
<i>Cooperate</i>	TEAM environment of cooperation where all help each other
<i>Challenge</i>	Challenge each other to reach the best decision for the team
<i>Inclusion</i>	Value diversity and embrace differences; set an environment of inclusion that values different opinions
<i>Communicate</i>	Communicate openly with team members and support team decisions
<i>Embrace differences</i>	Be flexible and open to others' viewpoints

5. Deliver World-Class Service

<i>Extra Mile</i>	Go the extra mile (under promise and over deliver); consistently do more than asked
<i>Embrace complaints</i>	Embrace member complaints as a gift for improvement
<i>Appreciate</i>	Consistently thank members & staff; recognize successes
<i>Solution Focused</i>	Solution Focused (instead of saying no or "I don't handle that," redirect for solutions)
<i>Innovative</i>	Initiate creative and innovative ways of serving our members and partners to achieve more
<i>Dedicated Passion</i>	Serve with PASSION; dedicated to our mission with strong work ethic
<i>Proactive</i>	Proactive approach instead of reactive; plan ahead to best meet needs
<i>Listen</i>	Listen to our members' and volunteers' needs and ACT on feedback
<i>Commitment to Quality</i>	Commitment to highest quality, continuous enhancements and innovation
<i>Positive Attitude</i>	Positive attitude and always SMILE :); Overcome obstacles with energy and enthusiasm
<i>Timely</i>	Timely response to members (within 1 business day or redirect if not possible)

MISSION

Improve the quality of life
and the local economy
in Little Rock
by bringing visitors, meetings,
conventions and events to the city

Responsibly manage
public funds in its charge

Efficiently operate
the facilities it manages

Serve customers, visitors and delegates
with courtesy, knowledge and skill

BRAND PROMISE

Discover the
pleasant surprise of Little Rock.

Enjoy our charming hospitality,
sincere service, genuine people
and engaging experiences.

Welcome to our brand of
new southern style as you
experience our history and culture.

CORE VALUES

Be the pleasant surprise – a mix of both personality
and remarkable customer service.

Make a positive difference every day –
be present in every moment and aware that
even the smallest actions can make the biggest impact.

Always engage – sincerely engage in the guest experience.

Put people first – treat others “better” than they
expect to be treated.

Be extraordinary – anticipate customer needs and deliver
personalized service that exceeds expectations.

Take ownership – produce a result that
you can be proud of and take pride
in the outcome.



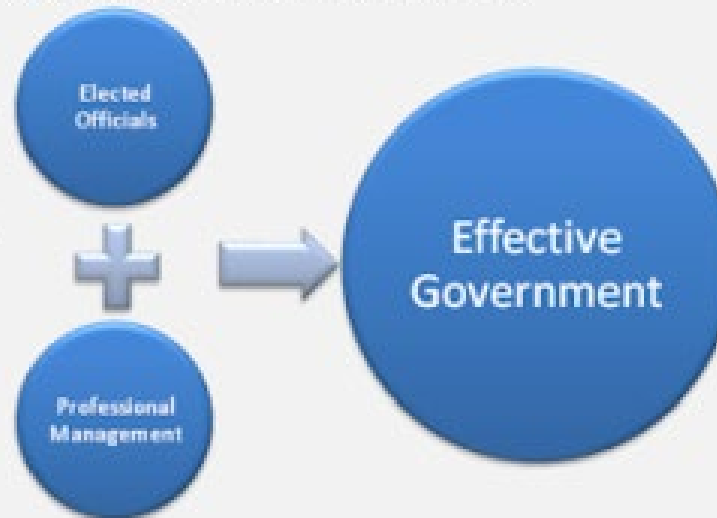


Council / Manager Form of Government

COUNCIL – MANAGER FORM OF GOVERNMENT

- Most successful and popular form of local government for communities of 5,000 or more.
- Introduced in Staunton, VA. in 1908, one of the few original American forms of political theory.
- Adopted & roles defined by Manor's City Charter, November 2007.
- Primary success of this form of government due to it's major strengths:

- All Council Members have equal rights, obligations, & responsibilities.
- Representative system where all power is concentrated in elected Council, as a whole.
- Manager is selected by Council and has professional expertise in organizational management and the delivery of public services.



What is the Council-Manager form of Government?

- Combines the strong political leadership of elected officials in the form of a council or other governing body, with the professional managerial experience of an appointed local government manager.
- Establishes a representative system where all power is concentrated in the elected council and where the council hires a professionally trained manager to manage the delivery of public services.

What is the Council's function?

City Council sets policy

City staff implements the policy

What is the Council's function?

- Council is the legislative body; its members are the community's decision makers.
- Power is centralized in the elected council, which approves the budget and determines the tax rate, for example.
- The council also focuses on the community's goals, major projects, and such long-term considerations as community growth, land use, capital improvement plans and capital financing.

What is the City Manager's function?

- The City Manager is hired to bring to the local government the benefits of professional training and experience in administering local government projects and programs on behalf of the governing body.
- The City Manager is the Chief Executive and Administrative Officer of the city and is responsible to the council for the proper administration of all the affairs and business of the city.
- Council members rely on the City Manager to provide complete and objective information, pros, cons and consequences of alternatives.

Does the City Manager participate in policy determination?

- The City Manager makes policy recommendations to the council, but the council may or may not adopt them and may modify the recommendations.**
- The City Manager is bound by, and implements, whatever action the council takes.**

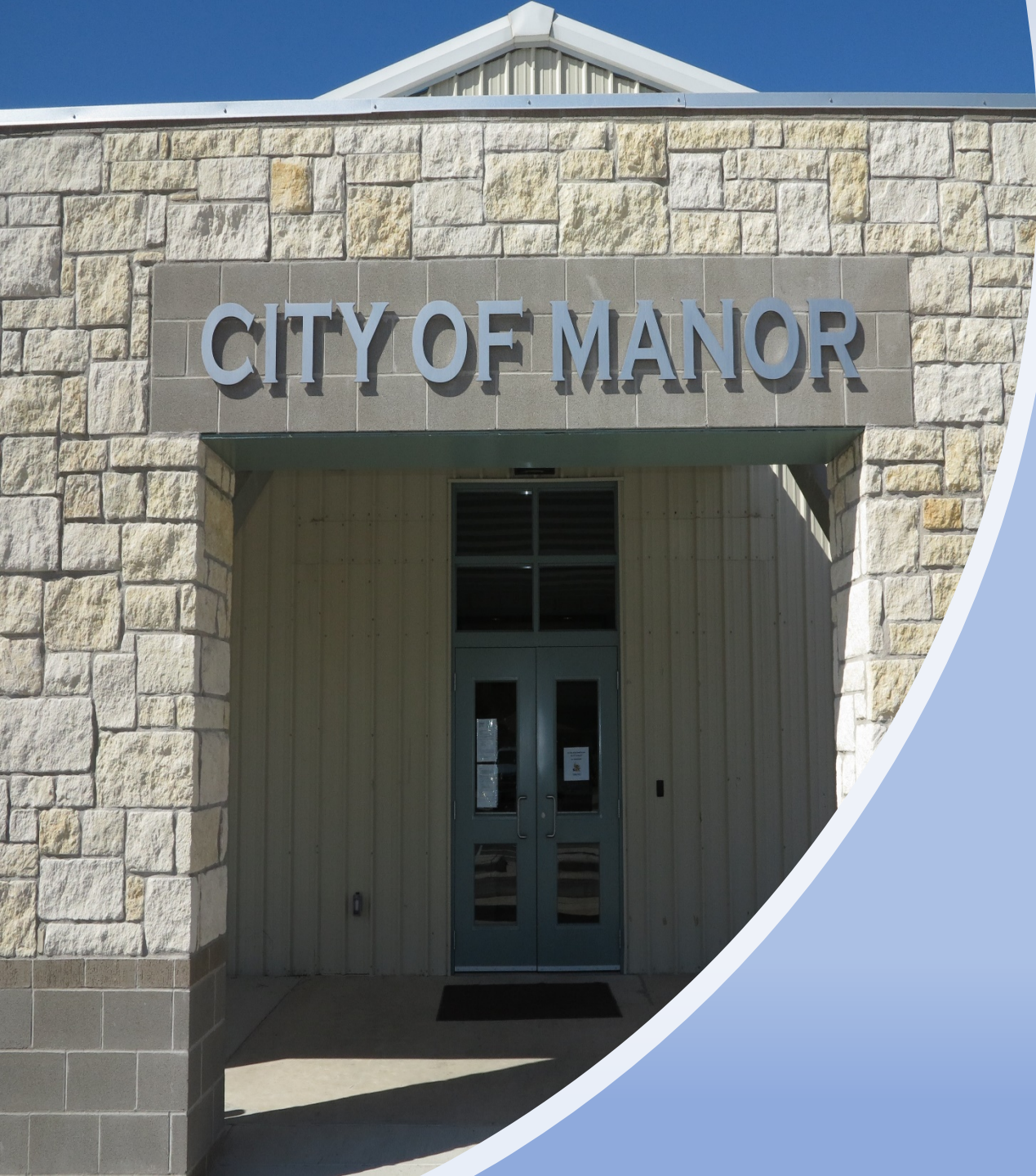
Communication

- The City Manager is the primary information liaison between the Council and City staff.
- Please direct questions of City staff to the City Manager.
- All Councilmembers should have the same information with which to make decisions: When one Councilmember has an information request, the response will be shared with all members of the Council.

Communication to City Manager and City Secretary

- Scheduling meetings with other members of the Council
- Attending gathering where there may be a quorum
- Meetings with staff
- Scheduling appointments in City facilities
- Requesting staff to attend meetings

Welcome Aboard!



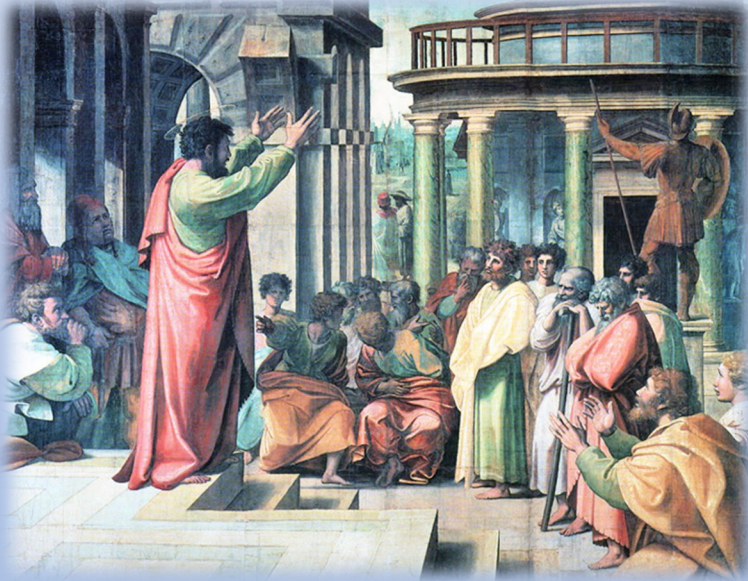
Role of the City Secretary



*Aluvia T. Almaraz
City Secretary*

History of the Position

The City Secretary, along with the tax collector, is the oldest public servant role in local government.



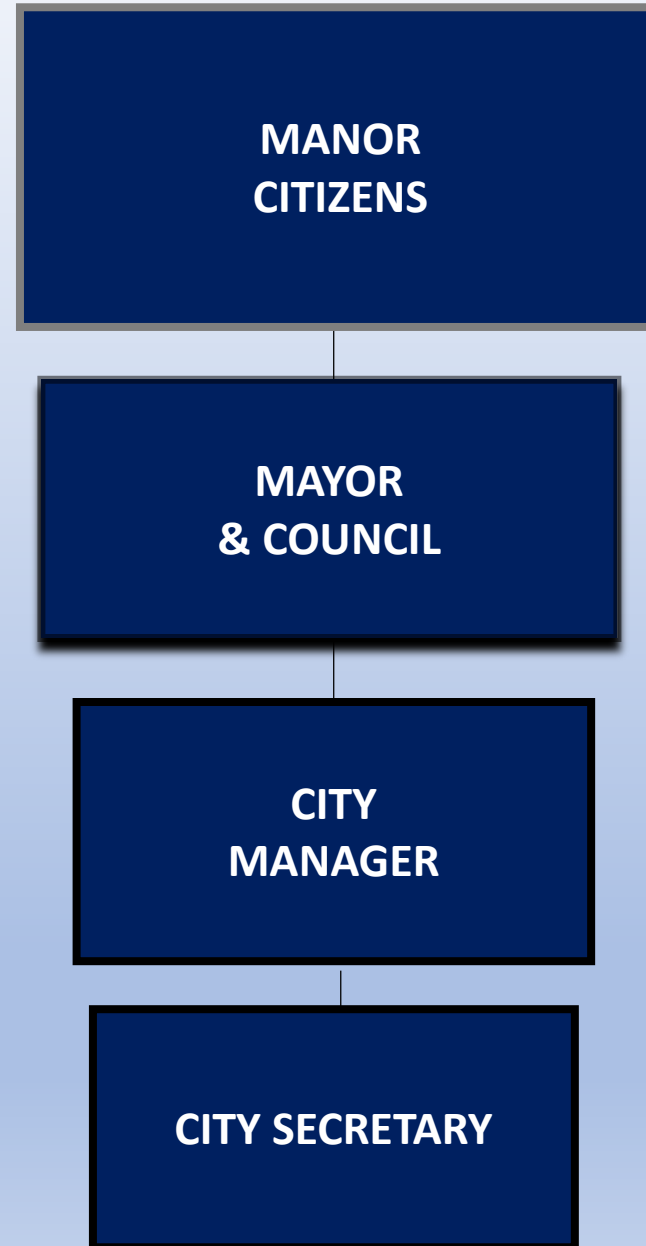
- *The role, which has had many different titles, existed in ancient times as the “Keeper of the Archives”, and, before writing came in to use, as “Remembrancer,” because their memory served as the public record.*
- *In ancient Greece, each meeting of the governing body began with the recorder reading aloud the documents to be considered, and pronouncing a curse on any who would seek to deceive the people.*

Office of the City Secretary

- *The office of the City Secretary is one of the most interesting and rewarding positions in city government.*
- *The position of City Secretary is a statutory required position set out in State Law and City Charter.*
- *The City Secretary is an officer of the City.*

City of Manor Organization

The City Secretary reports to the City Manager and works closely with the City Manager's Office to provide information and support to the City Council



Mission of the City Secretary

The City Secretary's Office is committed to support the legislative process, promotes transparency to serve the public, elected officials and city departments. The office strives to provide high quality services and deliver excellent customer service.

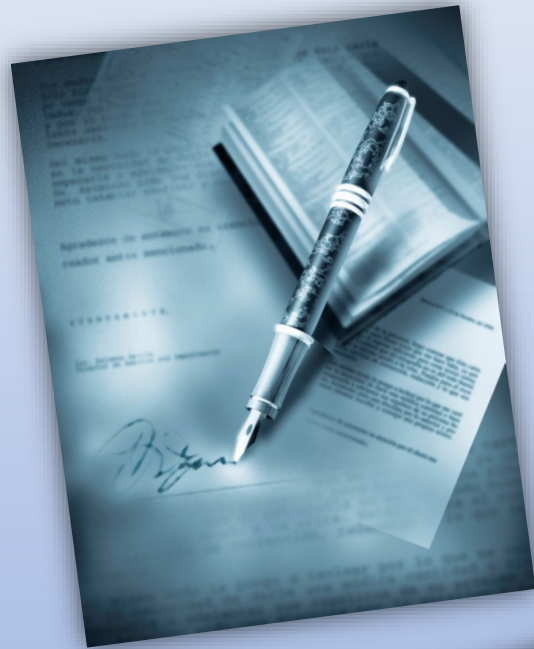
But What Do You Do?



Functioning much like the Secretary of State, the City Secretary is the local official responsible for:

- Maintaining the integrity of the election process*
- Ensuring transparency and access to city records in compliance with the Texas Open Meetings Act and Texas Public Information Act*
- Recording and preserving local government history and safeguarding the City's records*
- Serving as the compliance officer for federal, state, and local statutes*
- Serving as the filing authority for campaign finance reports and financial disclosure statements.*

City Secretary Responsibilities



- *Elections Administrator*
- *Records Management*
- *Public Information Act*
- *Open Meetings Act*
- *Boards/Commissions/Committees*
- *Administrative Duties*
- *Alcohol Beverage City Permits (TABC)*
- *Official Duties*
- *Mayor and City Council Support*



Elections Administration



- *Municipal Elections*
 - *Serve as Elections Administrator for all City General and Special Elections*
 - *Requires being well versed about Election Laws and knowledgably about Ethics*
 - *Prepare Election Calendars*
 - *Prepare Candidate Packets*
 - *Prepare Election Order & Notices*
 - *Campaign Finance Reports*
 - *Prepare Canvass Documents*
 - *Works closely with Travis County Election Administrators.*
 - *Assists voters both during early voting and on Election Day with their correct polling location information, voting status, etc.*

Records Management

A record is defined as "any information that you create regardless of media"



The City Secretary is designated as the Records Management Officer for the City.

- Responsible for ensuring compliance with State Retention Schedules and destruction of City records. (Texas State Library & Archives Commission)*
- Preserve the City's history and legislative action.*
- Oversee the Records Management Committee – Staff Training*
- Oversee Records Storage, Destruction, & Inventory*



Public Information Act

(Open Records)

Violation of the Public Information Act can result in investigation by the Attorney General and fines.

- Receive & Log Records Request*
- Distribute to Departments for Responsive Information*
- Track Requests*
- Prepare Responsive Information & Invoice as Needed*
- Process Requests through the City Attorney and Attorney General*
- Ensure Compliance with Texas Public Information Act*
- Currently implementing new software with JustFOIA*



Item 2.

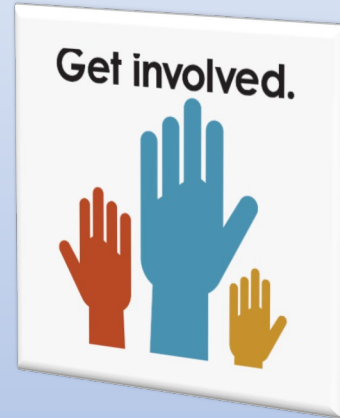


Boards / Commissions / Committees

- *Administer and Coordinate the appointment process for Boards & Commissions.*
- *Receive applications year-round and maintain Board Applications for one year.*

Charter City Boards

*Planning and Zoning Commission
Board of Adjustment
Ethics Commission
Charter Review Committee*



Ad Hoc Committees & Boards

*Budget Committee
PID Committee
Park Committee
Public Tree Care Advisory Board
Tax Increment Reinvestment Zone,
Number One Board (TIRZ)*

New Community Committees

*Community Collaborative Committee
Economic Development Committee*

Public Safety Committee and Community Advisory Committee (PSC established August 19th)

Emergency Management Committee (established May 4th)

Administrative Duties

- *Certify and Issue Alcohol Permits*
- *Administer Alcohol Permit Fees*
- *Maintain the City's Code of Ordinances (Municode)*
- *Official Documents Filings*
- *Publication of Legal Notices and Ordinances*
- *Post Meeting Notices & Ensure Compliance with the Texas Open Meetings Act*
- *Attend all City Council meetings and take minutes, writing the minutes in a final form, having the council approve the minutes.*
- *Other Duties as assigned by City Manager*



Item 2.

Official Duties

- *Maintain the City Seal*
- *Attest to official city documents such as ordinances, resolutions, and contracts.*
- *Administer Oaths*
- *Maintain Conflict of Interest Forms*
- *Maintain Campaign Finance Reports*
- *Receive Proposed and Final City Budget*
- *Ensure Records are Authenticated, Archived, and Codified as Appropriate*
- *Notary Public*



Mayor and City Council Support



Item 2.

- *Compliance with Open Meeting Act – post public notices of all City Council and Board/Commission/Committee Meetings.*
 - *Agenda Packet Preparation & Distribution*
 - *Council Meeting Preparation*
 - *Agenda Packet for City Council Meetings are on City’s website – not a legal requirement; however, this is a benefit to our residents and relays Governmental Transparency for the City.*
- *Serves as a liaison between the public and Mayor & City Council.*
 - *Field resident concerns, requests for meetings/attendance at events, proclamations or letters of welcome/thanks.*



Texas Municipal Clerks Association, Inc.
Municipal Clerk's Office
Achievement of Excellence Award
2020-2022



Item 2.

- *The Municipal Clerk's Office Achievement of Excellence Award was designed to recognize excellence in the effective and efficient management of resources in a municipal clerk's office.*
- *Recognizes the statutory requirements and demands for the effective management of resources for proper governance by the City Secretary's Office. The award itself recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office.*
- *12 Standards: Records Management; Professional Development/Certifications; Government Transparency; Elections; Awards, Recognitions; Public Information Act; Open Meetings Act; Boards/Commission; Municipal Clerk Office Policies and Procedures; other areas of responsibilities; Innovation/streamline projects; establish department training*
- *Out of 595 member cities, The Office of the City Secretary in the City of Manor was one of 18 to receive the inaugural Texas Municipal Clerk's Achievement of Excellence Award in 2020*

Thank You!
Questions



● MANOR POLICE STATISTICAL DATA

2020 – To Date October 31, 2020



Manor Police Department

Ryan S. Phipps – Chief of Police

402 W. Parsons St.
Manor, Texas 78653

512.272.8177
police@cityofmanor.org
www.cityofmanor.org/police

Contents	
Manor Police Department	2
Departmental Introductions	2
Department Mission & Values	2
ORGANIZATION	4
Administration and Staffing	4
Organizational Chart	5
Sick Time and Overtime	6
Grants	7
Texas Law Enforcement Support Office Program	8
OPERATIONS	9
2020 Training Report	10
Traffic Enforcement	13
2020 Calls for Service	16
INVESTIGATIONS	18
Criminal Investigations Case Management	18
2019/2020 Local Crime Data	18
2020 Incidents Reports	19
Racial Profiling	23
VICTIM SERVICES TO SOCIAL RESOURCES	25
MANOR POLICE DEPARTMENT COMMUNITY EVENTS	28



Manor Police Department

Departmental Introductions

The purpose of this document is to provide an annual accounting of the Manor Police Department organization, activity, statistical data, and topics of importance. It is hoped that this document provides greater insight into the activities of the Manor Police Department providing for transparency and good governance.

Department Mission & Values

Mission Statement:

The mission of the Manor Police Department is to maintain order, preserve and protect the life, peace and property of the citizens of the City of Manor, and to enforce the laws within the frame of the United States constitution. The Manor Police Department and its individual members will, without favor or prejudice, work cooperatively with the public to provide a safe community and strive to enhance the quality of life for all citizens.

Values:

The Manor Police Department is dedicated to maintaining the highest moral and ethical standards, through the principles of pride, honesty, trust and courage. The Manor Police Department is dedicated to treating our employees and citizens with dignity, respect and equality. The Manor Police Department is committed to developing well-trained, highly motivated and courteous employees to serve our community and organization with pride and professionalism.



ORGANIZATION

Administration and Staffing

The Manor Police Department is made up of 37 employees, led by Chief Ryan Phipps. There are 30 sworn peace officers and 7 civilian employees.

Administrative Division

Chief Ryan Phipps
 Captain Denver Collins
 Lieutenant James Allen

Investigations

Sergeant Craig Struble
 Detective Anne Lopez
 Detective David Milton
 Detective Kailey Krumpfer

Patrol Division

Patrol Sergeants

Sergeant Zon Lout
 Sergeant Brandon Handy

Sergeant Lawrence Rideau
 Sergeant Adam Crews

Patrol Officers

Officer Marshall Surovik
 Officer Trevor Tate
 Officer Andrew Cehand
 Officer Aaron Howe
 Officer Shawn Pettersen
 Officer Shaun Harr
 Officer Zachary Burdorf
 Officer - Open #2

Officer Gloria Rock
 Officer Nathaniel Deely
 Officer Daniel Sanchez
 Officer Adrienne Stone
 Officer Dylan Harr
 Officer Nelson Francis
 Officer Bryan Estrada

Traffic Division

Traffic Sergeant – Open
 Officer Andrew Cruise
 Officer Colton Haupt

Victim Services

Coordinator - Open
 Hunter Hartman - Specialist
 Marycarmen Ramirez – Specialist

Civilian Staff

Robyn Jackson – Supervisor
 Cynthia Turner – Clerk
 Sandra Bocksnick – Clerk
 Animal Control – Open

Requested¹

Lieutenant – Created not funded
 Community Officer – Created not funded
 Evidence Tech/Crime Scene – Created not funded
 Social Resource Specialist – Created not funded
 Social Resource Specialist – Created not funded
 Social Resource Specialist – Created not funded
 Social Resource Specialist – Created not funded

Reserve Officers

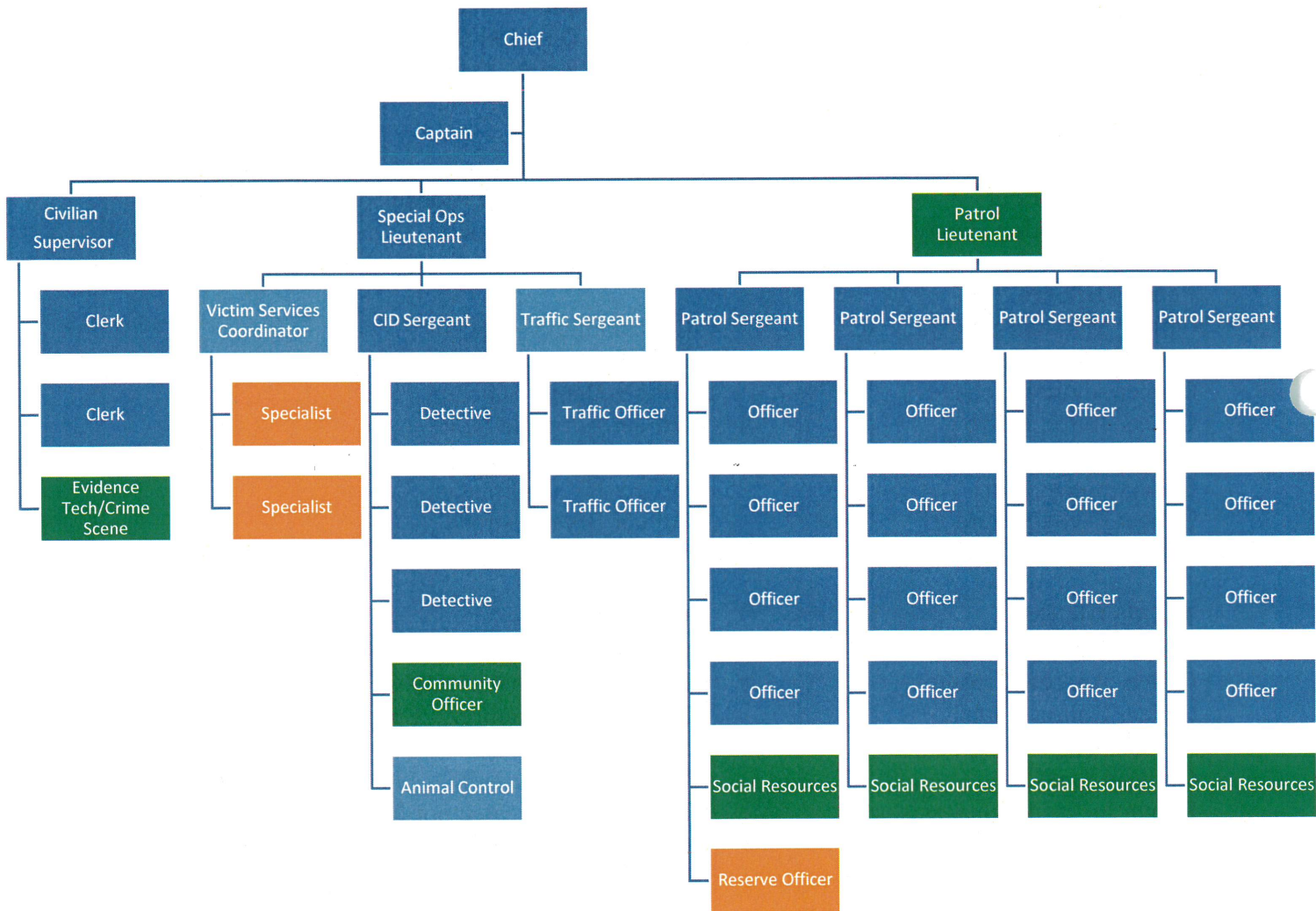
Officer Ryan Smith

¹ Requested positions as of 10/1/2020

Organizational Chart

Color Key

- Budgeted Filled Positions
- Budgeted Vacant Positions
- Reserve/Grant Funded
- Requested Positions



Sick Time and Overtime

2019 Sick hours taken

1,670.50 hours of sick time was taken for a value of \$44,748.79 for calendar year 2019

2020 Sick hours taken to date²

997.5 hours of sick time was taken for a value of \$26,227.74 to date

2019 Overtime and Compensation Hours

1,650.75 hours of Overtime hours were accumulated for a value of \$64,578.13 in 2019

397.38 hours of Compensation hours were accumulated, and 383.13 hours were taken for a value of \$10,674.79 in 2019.

2020 Overtime and Compensation Hours³

1,816 hours of Overtime hours were accumulated for a value of \$72,880.45 to date

90 hours of Compensation hours were accumulated, and 952.75 hours were taken for a value of \$25,663.85 to date.

² To date 10/31/2020

³ To date 10/31/2020

Grants

2020 Grants

Victims of Crime Act Grant

Awarded \$199,698.01 2019/2020

Awarded \$81,513.00 2020/2021

The funding from this grant was used to start a collaborative victim services program that filled service gaps for the Cities of Manor and Lago Vista. This has allowed the department to continue to provide direct victim services to victims of crime filling immediate needs and providing services throughout the criminal justice process. This funding is for the 2019/2020 and 2020/2021 budget years.

Coronavirus Emergency Supplemental Finding (CESF) Program

Awarded \$40,404.12

The Manor Police Department received grant funds to aid in the response to the Coronavirus. These funds have been utilized to pay overtime costs for officers and other essential employees dating back to February 1, 2020 and continuing until January 31, 2021. These funds have also been used to aid in expenses related to the protection of Manor Police Department employees to include cleaning and decontamination services and personal protective equipment. Funds will also be used in the prevention of the spread Coronavirus to include the purchase of hand sanitizer and sanitizing sprays and wipes.

Office of Justice Programs

Bulletproof Vest Partnership

Awarded \$6,596.00

The funding from this grant helped to minimize the cost of purchasing ballistic vests for officers. This funding will allow for the replacement of 9 worn or expired ballistic vests.

Department of Justice

Office for Victims of Crime

Awarded \$174,399

The funding from this grant has allowed the Manor Police Department to create another Victim Services Specialist position. This was a very competitive process, with Manor Police Department being 1 of 16 agencies in the nation to receive this award, and the only one in Texas. This is a three-year grant on a step-out process with the department offering match funds until it is fully funded by the city. This position ensures the availability of a full-time Specialist at Manor Police Department and supported the creation of an internal on-call rotation which began October 1, 2019. Victims in Manor, Lago Vista, and Jonestown will be provided greater access to services to address the critical needs of individuals affected by crime and crisis circumstances.

**Texas Department of Public Safety
Strategic Traffic Enforcement Program – 2020 – 2021⁴**

Awarded \$11,999.28

The Strategic Traffic Enforcement Program or STEP grant provides funding to agencies to reimburse wages paid to officers who conduct traffic enforcement at certain times and locations throughout the year. This is done to help reduce the number traffic fatalities that occur on our Texas roadways.

Texas Law Enforcement Support Office Program

The Texas Law Enforcement Support Office or LESO program (formerly the 1033 program) allows law enforcement agencies to obtain Department of Defense property or equipment. The Manor Police Department has taken advantage of this program to obtain equipment it may not have otherwise been able to acquire.

2020⁵

ELECTRICAL FEEDER- MEDIUM	3	5799.00
10KW TRAILER MOUNTED GENERATOR	1	27575.00
CARGO TRAILER	2	8954.00
MULTIMETER	1	289.92
ELECTRICAL TOOL KIT	2	844.00
AMMO CAN	50	3.88
20KW TRAILER MOUNTED GENERATOR	1	50294.00
EXTENSION CABLE	6	110.50
SMALL ARMS TOOL KIT	1	1711.00
REEL, CABLE	2	3287.34
MULTIMETER	1	572.28
FIELD DESK	3	2052.4
CHASSIS TRAILER	1	4336.00
ENCLOSED CARGO TRAILER	1	26050.00
2006 FORD F150	1	4169.00
20 FT CONEX	1	1324.00
PRESSURE WASHER	2	576.00
SMOKE MACHINE	4	9439.86
TIE DOWN CHAIN KIT	2	7750.98
STORAGE BOX	3	627.24
STORAGE BOX	2	1378.00
HORSE TRAILER	1	17413.00
SMALL GENERATOR	1	5262.00
ELECTRICAL FEEDER- MEDIUM	7	5799.00

APPROXIMATE TOTAL COST OF ITEMS RECEIVED WHEN NEW \$287,404.00

⁴ This program went into effect Oct 1, 2020. MPD opted out of the STEP program for the 19/20 budget year

⁵ No changes from the 2019 list

OPERATIONS

2020 Fleet Information

Unit	Year	Make	Model	Mileage	Miles Driven	Use
9900	2005	FORD	F150	92224	6328	ANIMAL CONTROL.
1201	2013	CHEVY	TAHOE	92399	9002	PATROL SGT
1202	2013	CHEVY	TAHOE	107384	10543	POOL
1203	2013	CHEVY	TAHOE	113770	7029	POOL
1204	2013	CHEVY	TAHOE	124752	18372	POOL
1305	2014	CHEVY	TAHOE	101856	1914	POOL
1306	2014	CHEVY	TAHOE	91544	1455	POOL
1307	2014	CHEVY	TAHOE	97149	1657	PATROL
1408	2015	CHEVY	TAHOE	74606	13160	PATROL
1409	2015	CHEVY	TAHOE	86671	8745	PATROL
1411	2015	CHEVY	TAHOE	82231	9835	PATROL SGT.
1413	2015	CHEVY	TAHOE	100294	12970	PATROL
1414	2015	CHEVY	TAHOE	85944	11692	PATROL
1415	2015	CHEVY	TAHOE	84395	12949	PATROL
1616	2017	FORD	TAURUS	39511	10214	CID
1617	2017	FORD	TAURUS	29282	4317	ADMINISTRATION
1618	2017	FORD	TAURUS	46025	11310	ADMINISTRATION
1619	2017	FORD	TAURUS	62793	116011	CID SERGEANT
1620	2017	FORD	TAURUS	44269	12769	CID
1621	2017	FORD	TAURUS	41067	10641	CID
1722	2018	FORD	EXPL.	36277	16492	PATROL
1723	2018	FORD	EXPL.	28802	14086	PATROL
1724	2018	FORD	EXPL.	56699	21717	PATROL
1725	2018	FORD	FOCUS	29231	10111	VS SUPERVISOR
1726	2012	HONDA	ODDY	53914	10279	VS
1810	2019	CHEVY	TAHOE	22014	19159	PATROL
1828	2019	FORD	F250	16500	7198	TRAFFIC TRUCK
1829	2019	FORD	EXPL.	17556	9632	PATROL SGT.
1830	2019	FORD	EXPL.	28657	25034	PATROL
1831	2019	FORD	EXPL.	21735	14547	PATROL SGT.
1832	2019	FORD	EXPL.	13878	11849	PATROL
1833	2019	FORD	EXPL.	11900	9251	PATROL
1834	2019	FORD	EXPL.	19606	12143	TRAFFIC UNIT
1835	2019	FORD	MUST.	19848	14043	TRAFFIC UNIT
1836	2019	FORD	MUST.	9576	3266	TRAFFIC SGT.
1837	2019	FORD	ESCAPE	17797	12877	VA
1912	2020	CHEVY	TAHOE	21309	21309	PATROL
1940	2020	FORD	EXPL.	9765	9765	CHIEF
CS104	2018	FORD	VAN	3293	497	CRIME SCENE VAN

Vehicle Maintenance Expenditures

Parts/Supplies

Labor

Total **\$60,0078.06**

Manor Police Department 2020 Training Report

Total Employees	35
Peace Officers	29
Chief	1
Captain	1
Lieutenant	1
CID Sergeant	1
Detectives	3
Patrol Sergeants	4
Patrol Officers	14
Traffic Officer	2
Reserve	1
Telecommunicators	5
Administrative	3
Victim Services	2
Master Peace Officers	5
Advanced Peace Officers	11
Intermediate Peace Officers	5
Basic Peace Officers	7
Master Telecommunicator	1
Advanced Telecommunicator	2
Intermediate Telecommunicator	0
Basic Telecommunicator	2
Officers with College Degrees	11
Masters	1
Bachelors	10
Mental Health Officers	10
MHO Course work Completed	10
Not Certified	
TCOLE Instructors	9
Field Training Officers	19
Intoxilyzer Operators	7
Leadership Command College	1
Officers with Veteran Status	7
United States Marine Corps	4
United States Navy	2
United States Army	1

The Texas Commission on Law Enforcement has two 24-month training periods in a cycle beginning on September 1st of year and ending August 31st of a year. The first cycle began on 9/1/2017 and ended on 8/31/2019. The current cycle began on 9/1/2019 and will end on 8/31/2021. Texas Peace Officers are legislatively mandated to obtain 40 hrs of continuing education for each period with a total of 80 hrs in the cycle. This includes a legislative update every legislative cycle.

Basic Peace Officers are required to attend a TCOLE recognized academy with a minimum of 696 hours of training and have one year of service with a Texas Police Department.

To earn the Intermediate Peace Officer Certification the officer must complete the following courses in addition to meeting certain time in service and training hour requirements;

Child Abuse Prevention and Investigation	24 hrs
Crime Scene Investigation	32 hrs
Use of Force	12 hrs
Arrest Search and Seizure	15 hrs
Spanish for Law Enforcement	20 hrs
Identity Theft	4 hrs
Asset Forfeiture	4 hrs
Racial Profiling	7 hrs
Human Trafficking	4 hrs
Crisis Intervention	40 hrs
Interacting with Deaf Drivers/Hard of Hearing	4 hrs
De-escalation Techniques	8 hrs
Missing and exploited Children	4 hrs
Child Safety Check Alert	4 hrs
Canine Encounters	4 hrs
Cultural Diversity	8 hrs
Special Investigative Topics	24 hrs

To earn the Advanced Peace Officer Certification the officer must have completed all the preceding courses in addition to the following course, and meet certain time in service and training hour requirements;

Advanced Human Trafficking	4 hrs
----------------------------	-------

To earn the Master Peace Officer Certification the officer must have completed all the preceding courses and meet certain time in service and training hour requirements.

In addition to the TCOLE mandates the Manor Police Department has training requirements specified in department policy. Each newly hired officer will complete 672 hours of field training before being released to full field duty. Officers with at least two years may complete an abbreviated field training program of at least 336 hrs. The officer must be endorsed by at least two field training officers and take a written exam covering directives, operations, geography, and other patrol functions.

The department also requires officers to complete certain in-service training. Every two years Manor Officers must complete training in;

- Sexual Harassment
- Less Lethal Weapons
- Defensive Tactics
- Self-aid/Buddy aid
- Taser re-certification

Every year Manor Officers must complete training in;

- Firearms Qualification
- Response to Resistance Policy
- Use of Deadly Force Policy

Whenever possible the department attempts to complete training in house, host training, or partnering with other agencies to aid in deferring the cost of training. We partnered with two local agencies conducting basic peace officer academies to put three officers through the academy. We provided in-house training to our officers to meet the Crisis Intervention Training 40-hour course for all our officers. We have also hosted classes that provided free training for our officers and an opportunity for other agencies to come to Manor to train.

Hosted Trainings

First Responder Medical Train the Trainer

In 2020 to date, our officers attended 3080 hours of TCOLE training. In response to incidents that occurred nationally, which brought the law enforcement profession under greater scrutiny, the Manor Police Department proactively conducted mandated trainings to reinforce the high ethical standards under which we operate, and that we serve all citizens of the City of Manor and the State of Texas. These classes included;

- | | |
|---|--|
| Law Enforcement Ethics #3920 | Racial Profiling #3256 |
| Cultural Diversity #3939 | Civilian Interaction #30418 |
| Cultural Challenges for Law Enforcement | Hate & Bias Crimes |
| Mentally Ill Response | Positional Asphyxia, ExD, & Restraints |
| Racial & Bias Profiling | Use of Force & Deadly Force |

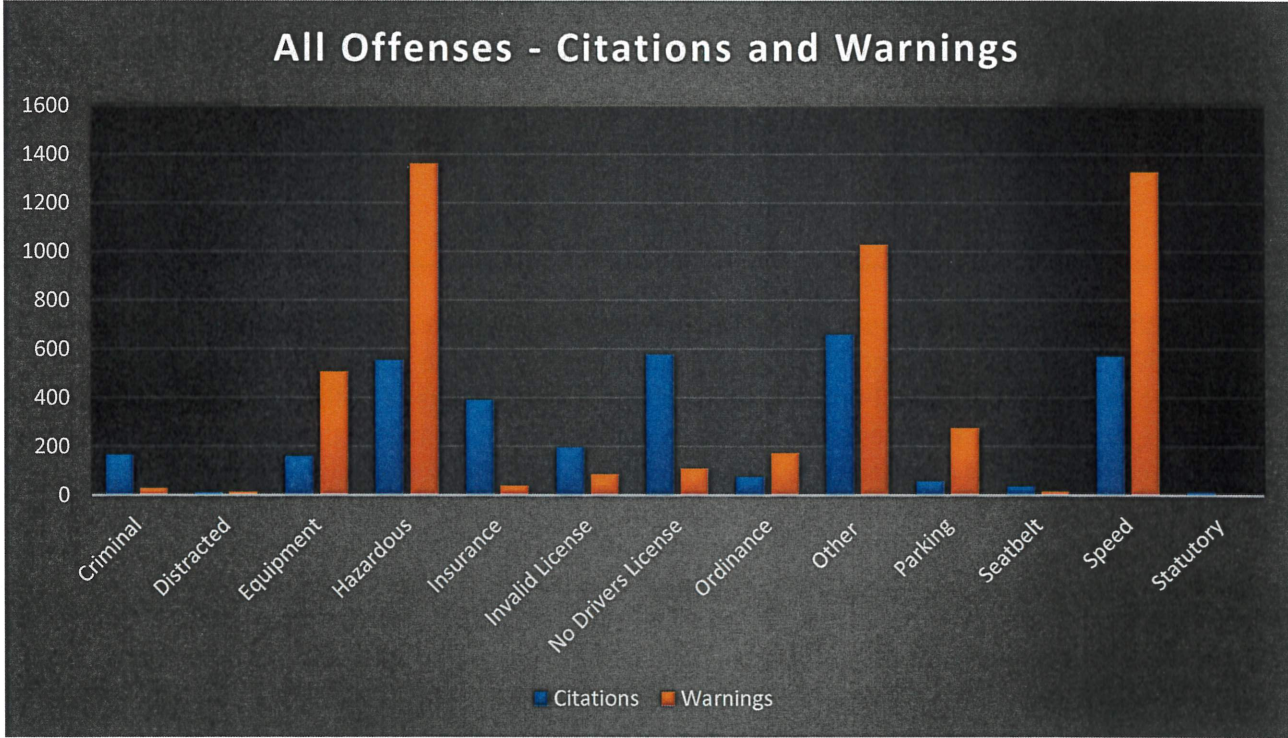
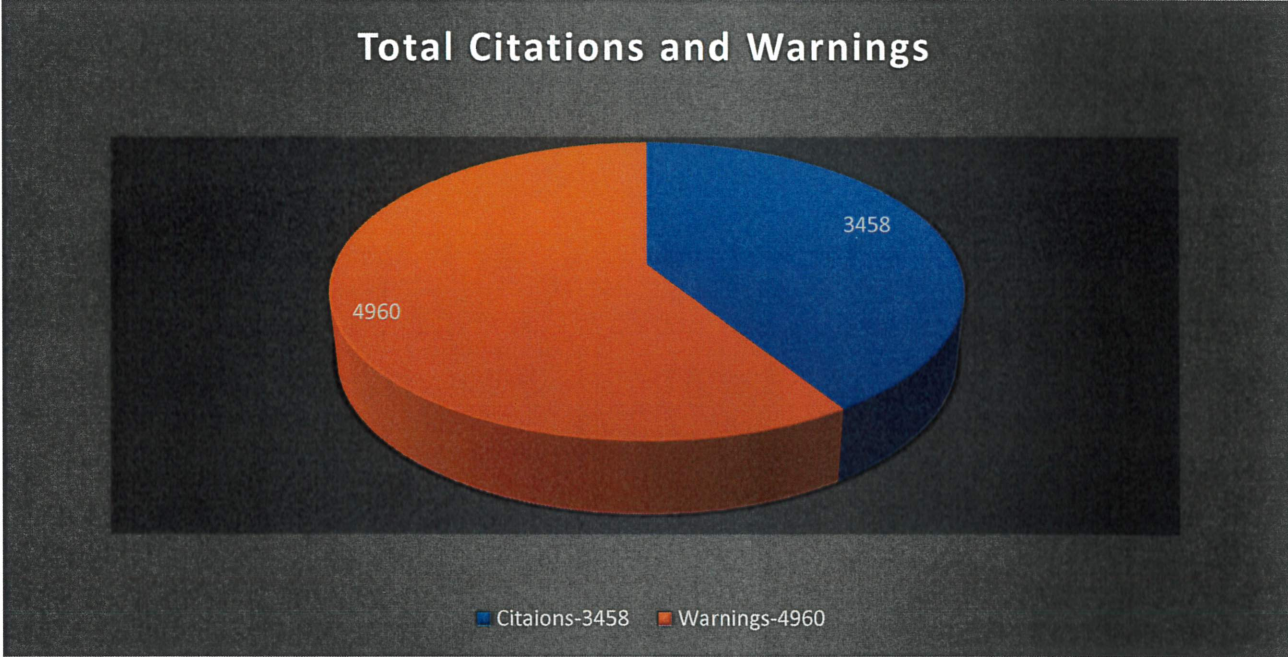
Traffic Enforcement 2020 Traffic Violations

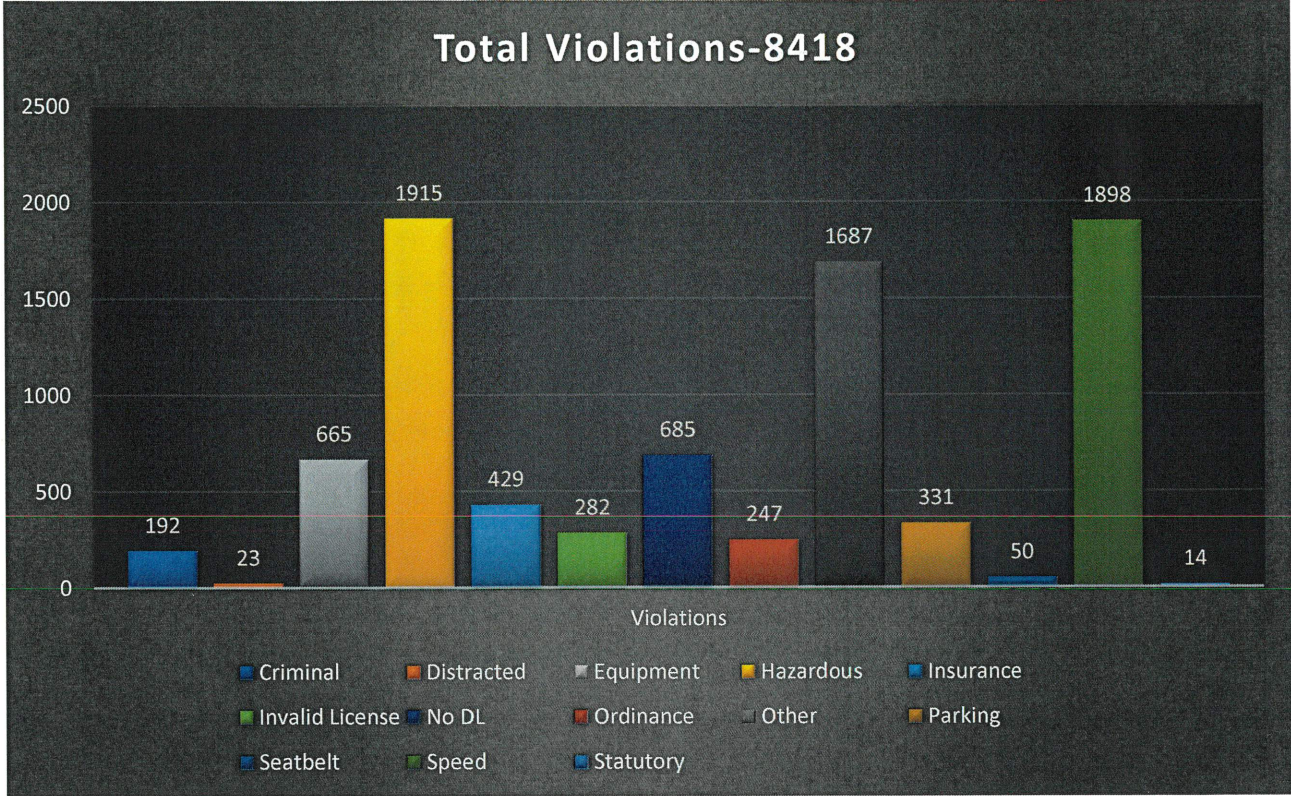
Offense Type	Citation	Warning	Total
Criminal	165	27	192
Distracted	10	13	23
Equipment	159	506	665
Hazardous	553	1362	1915
Insurance	390	39	429
Invalid License	196	86	282
No Drivers License	576	109	685
Ordinance	75	172	247
Other ⁶	659	1028	1687
Parking	56	275	331
Seatbelt	36	14	50
Speed	570	1328	1898
Statutory	13	1	14
Total	3458	4960	8418 ⁷

By comparison in October of 2019 Manor Officers issued 6719 citations and 5798 warnings totaling 12,517 violations cited from 7428 contacts. While in 2020 there have only been 5595 contacts resulting in 3458 citations and 4960 warnings total 8418 violations. The COVID effect has demonstrated a 25% decrease in contacts, and a 32% decrease in violations addressed.

⁶ Includes non-moving violations – registration violations, driver’s license restriction violations, unsecured load, etc

⁷ Total Violations to date 10/31/2020





2020 Crash Data

In 2020 Manor Officers responded to 450 crashes and completed 249 crash reports versus 2019 with 578 crash responses and 338 reports. There were 240 Blue Forms distributed showing no change from 2019. A Blue Form is a report the involved drivers of collisions estimated by the investigating officer to be less than \$1000 in damages. It is estimated there were 51 leaving the scene collision, where one party involved in the accident did not remain on scene until police arrived. There were approximately 17 accidents that occurred on private property such as a parking lot at a business. Nine collisions occurred that involved a vehicle sticking an object on the roadway such as a roadway sign and failed to report the damage. It is estimated that 61 collisions resulted in some form of injury. This number is down by one from 2019. There was alcohol involved in 15 of the collisions. This number is doubled from 2019 where only 7 involved alcohol. There were 20 collisions that involved a commercial motor vehicle. This number also doubled from 2019 where there were 11. Manor officers responded to 1 traffic collisions that resulted in a fatality. This number did not change.

2020 Calls for Service

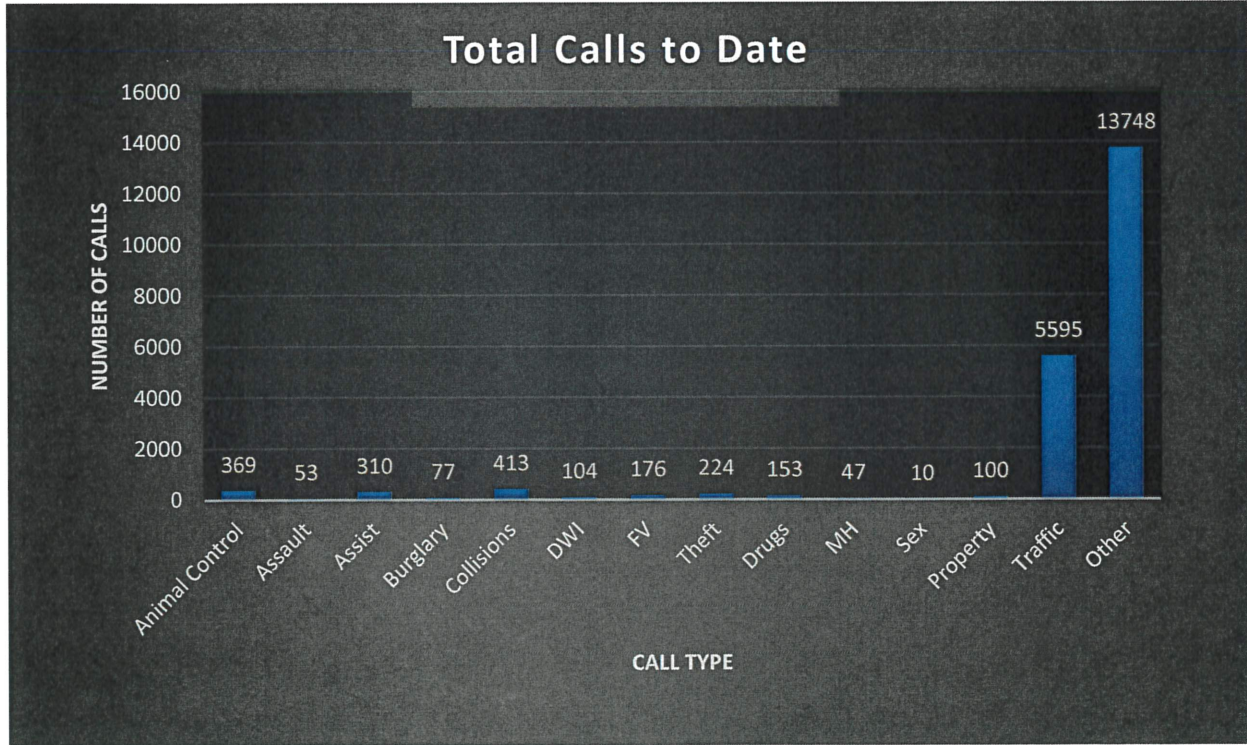
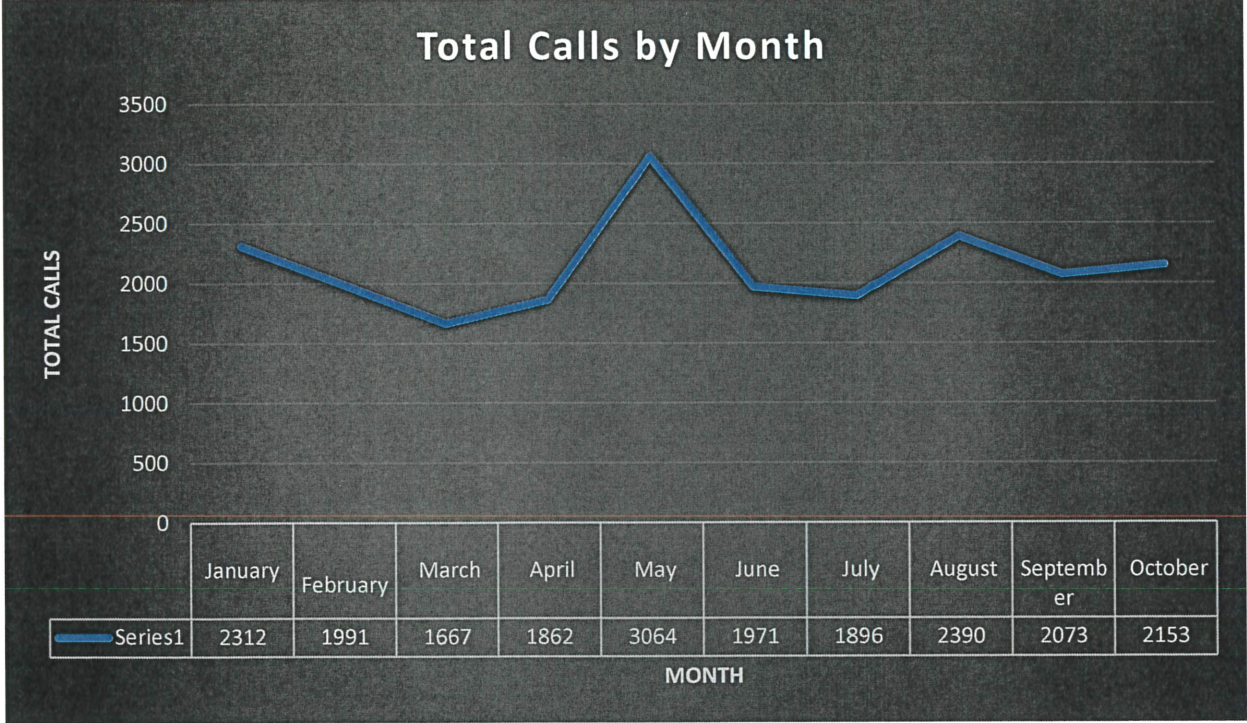
Type of Calls	# of Calls
Animal Control	369
Assault	53
Assist Other Agency	310
Burglary	77
Collisions	413
DWI	104
Family Violence/Dist	176
Theft/Fraud/Robbery	224
Drugs/Alcohol	153
Mental Health	47
Sex Offense	10
Property Offense	100
Traffic	5595
Other ⁸	13748
Total	21379

Priority Type	# of Calls
0	5020
1	306
2	2685
3	2675
4	10688
5	5
Total	21379

The Manor Officer's average response time to calls for service was a 3 minutes 12 seconds. By comparison Travis County Sheriff's Deputies' average response time was 12 minutes 36 seconds.⁹

⁸ Includes community contacts, directed patrols, check welfares, assist complainants, false alarms, suspicious activity calls, impounded vehicles, follow ups, disturbance other, and other miscellaneous call types

⁹ Calculated from data provided by TCSO Planning Division based responses by priority level.



INVESTIGATIONS

Criminal Investigations Case Management

Disposition	2020
Arrest	68
Inactive	321
Referred to Other Agency	15
Exceptionally Cleared	6
Information	47
Active	51
Unfounded	6
Total Cases	514

2019/2020 Local Crime Data

Manor Total Reported Crime ¹⁰		Manor 2019 NIBRS Report	
Offenses	2020	Offenses	2019
Homicide	0	Homicide	0
Rape	15	Rape	11
Robbery	9	Robbery	3
Aggravated Assault	37	Aggravated Assault	34
Burglary	70	Burglary	28
Larceny-Theft	115	Larceny-Theft	203
Motor Vehicle Theft	28	Motor Vehicle Theft	18
Total	274	Total	297

Federal and State Crime Data¹¹

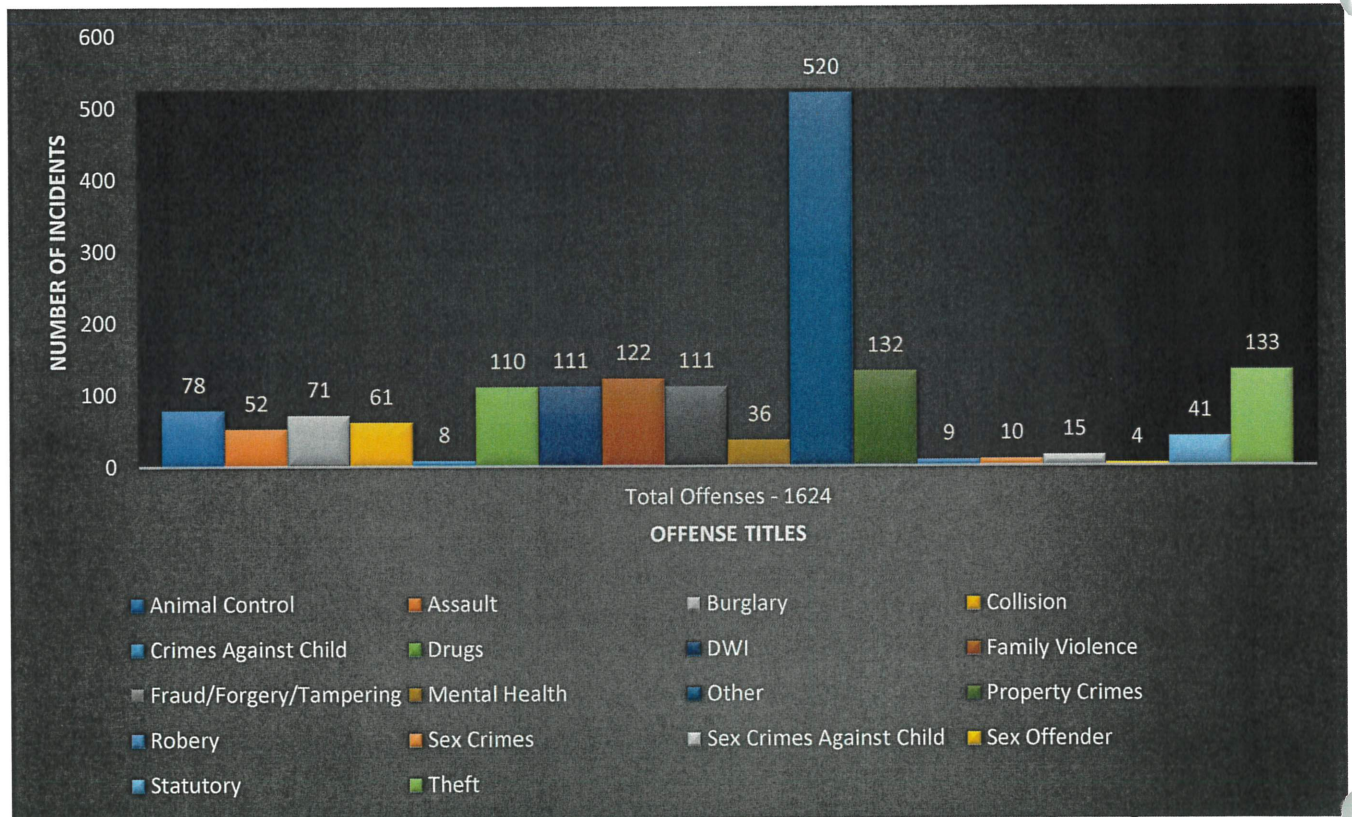
The 2020 crime reports are not complete. The reporting system, Uniform Crime Reporting program, for reporting crime in the United States is changing to a more comprehensive program. This is in an effort to improve the quality and the amount of information collected and tabulated. The new system is called the National Incident-Based Reporting System or NIBRS. NIBRS expands the offense categories and provides data on victims, suspects, relationships between suspects and victims, arrestees, and property. It will provide a clearer picture of crime in the US and provide context in certain circumstances as opposed to just accumulating data. The mandate that all agencies go to NIBRS is January 1, 2021. The State of Texas set a deadline of 2019, and the Manor Police Department has been NIBRS compliant since November of 2018.

¹⁰ These offenses are the specific offenses reported to the State of Texas as part of the Uniformed Crime Reporting. 2020 statistics for state and federal reports have not been tabulated.

¹¹ FBI. 2019. Criminal Justice Information Service. <https://www.fbi.gov/services/cjis/ucr>.

2020 Incidents Reports

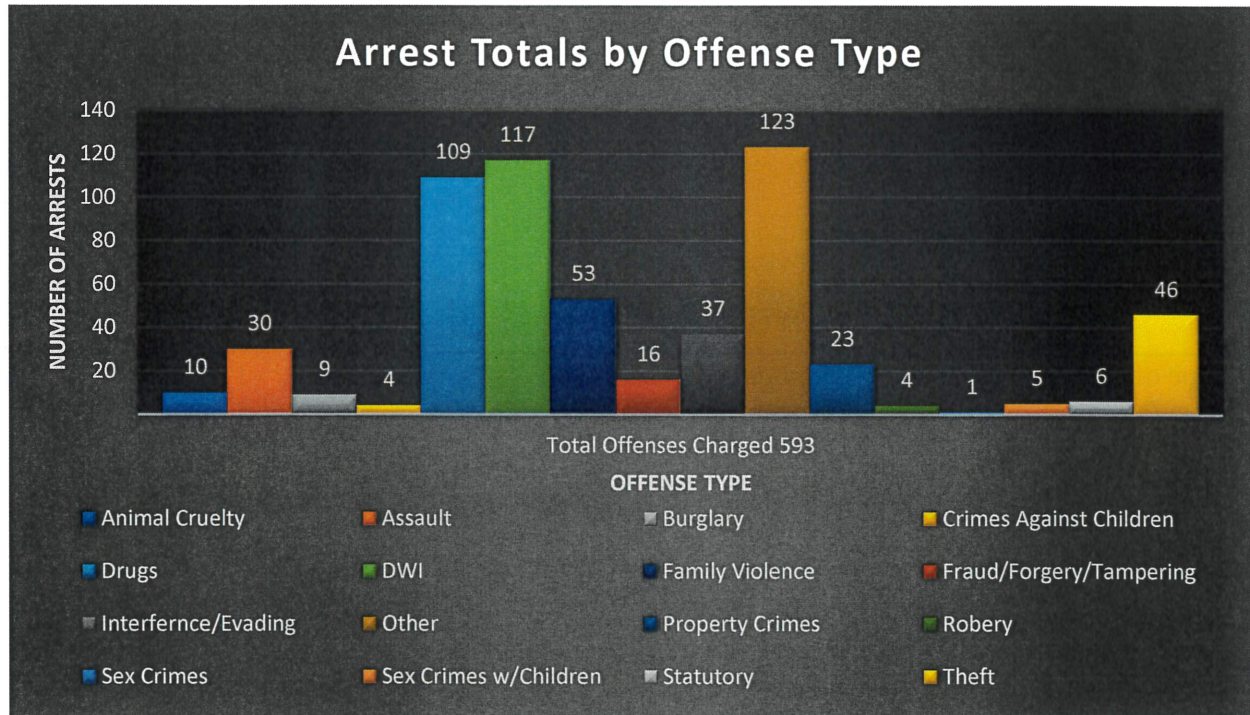
Type	#
Animal Control	78
Assault	52
Burglary	71
Collison	61
Crimes Against Child	8
Drugs	110
DWI	111
Family Violence	122
Fraud/Forgery/Tampering	111
Mental Health	36
Other ¹²	520
Property Crimes	132
Robbery	9
Sex Crimes	10
Sex Crimes Against Child	15
Sex Offender	4
Statutory	41
Theft	133
Total Incident Reports	1624



harassment, interference, information, and other miscellaneous offenses

2020 Arrests

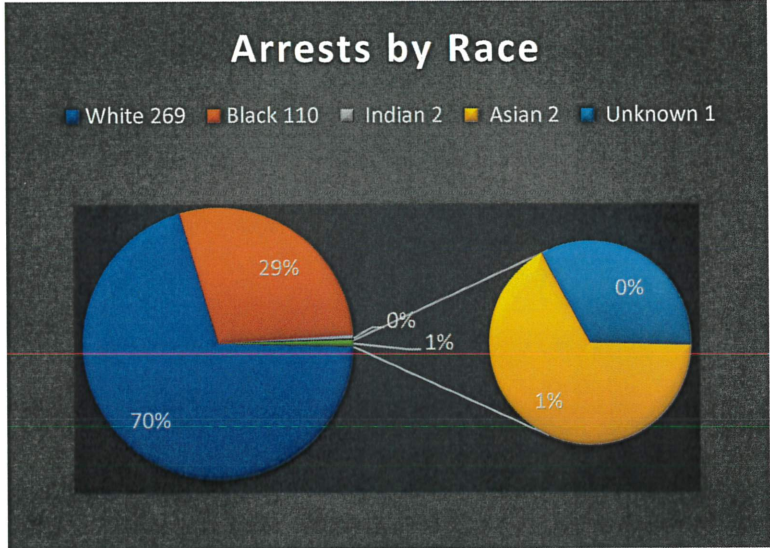
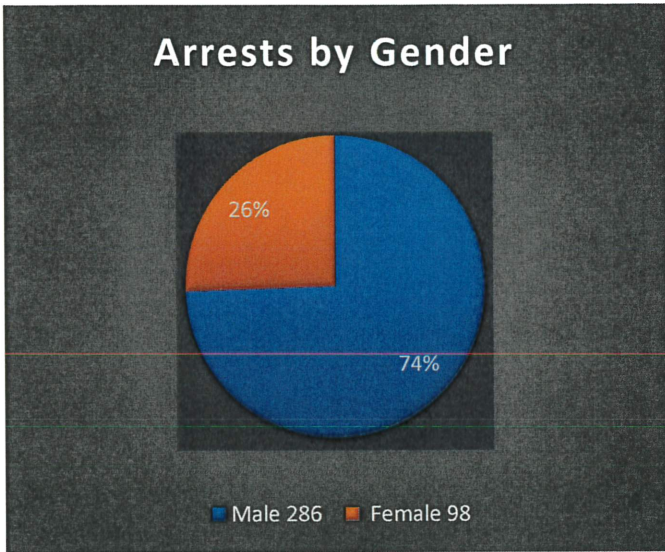
Offense Type	# of Arrests
Animal Cruelty/Other animal offenses	10
Assault	30
Burglary	9
Crimes against Children	4
Drugs	109
DWI	117
Family Violence	53
Fraud/Forgery/Tampering	16
Interference/Evading	37
Other ¹³	123
Property Crimes	23
Robbery	4
Sex Crimes	1
Sex Crimes against Children	5
Statutory	6
Theft	46
Total	593



¹³ Numerous Class C violations, Leaving the scene of a collision, harassment, Warrant arrests, UCW, and other vehicle operator violations

2020 Sex and Race Data¹⁴

Arrests	Male	Female	White	Black	Indian	Asian	Unknown
384	286	98	269	110	2	2	1

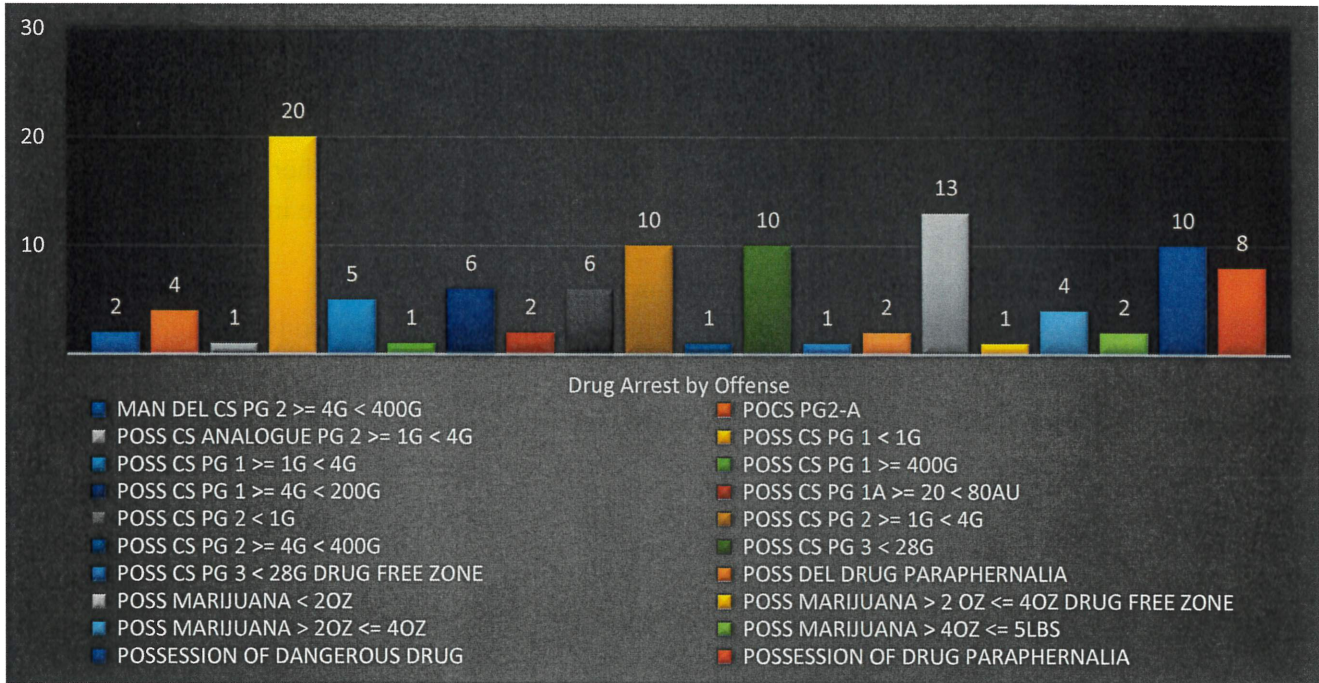
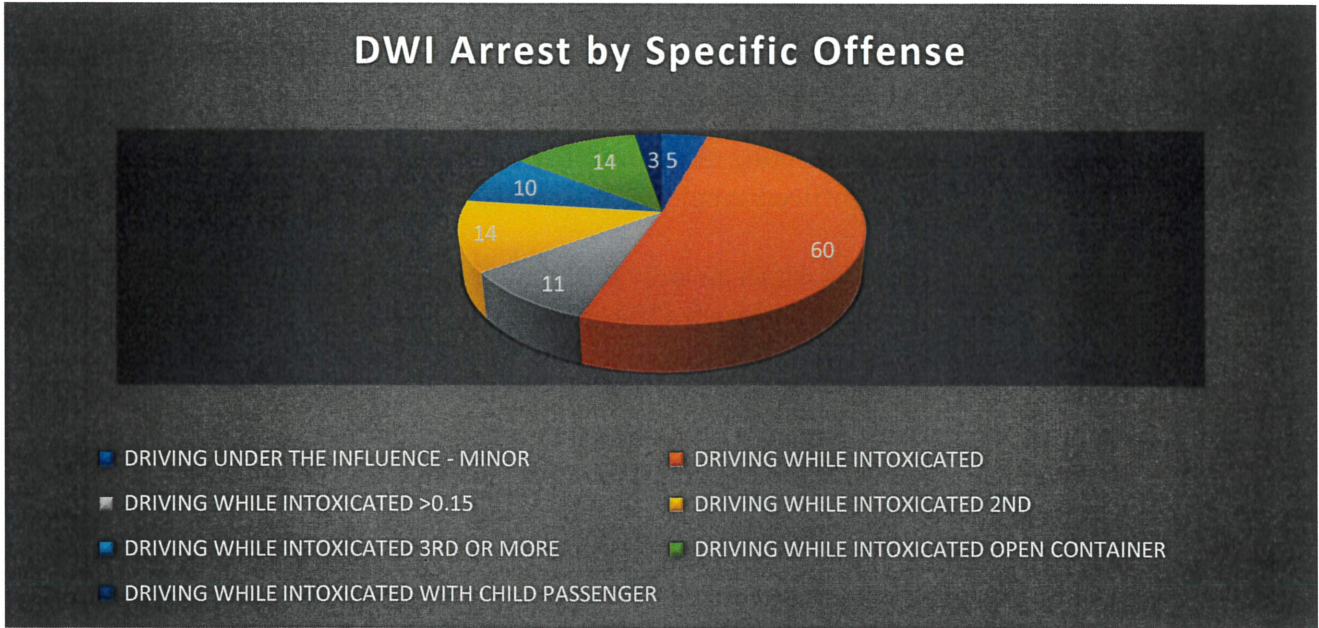


2020 Drug and Alcohol Arrests

Type of Offense	Number of Offenses	Number of Arrests
Drug Offenses	109	69
DWI ¹⁵	118	117

¹⁴ Race and gender data are collected and reported per FBI reporting codes

¹⁵ DWI arrests includes Driving under the influence-Minor which is classified as a statutory offense under incidents.



16

¹⁶ Texas Health and Safety Code divides narcotic offenses into penalty groups 1 through 4. PG 1 – Opiates (heroin), Cocaine, methamphetamine; PG 1-A – LSD; PG 2 – Mescaline, Psilocybin (mushrooms); PG 3 – Alprazolam and Lorazepam (Anxiety and depression medication); Dangerous drug – any medication requiring a prescription

Racial Profiling¹⁷

The Manor Police Department has adopted and maintains a policy on racial profiling as required by Texas Code of Criminal Procedures Art. 2.132 – 2.138. Our policy;

1. Clearly defines acts constituting racial profiling;
2. Strictly prohibit peace officers employed by the Manor Police Department from engaging in racial profiling;
3. Implements a process by which an individual may file a complaint with the Department if the individual believes that a Manor Officer has engaged in racial profiling with respect to the individual;
4. Provides public education relating to the agency's complaint process;
5. Requires appropriate corrective action be taken against an officer, who, after investigation, is shown to have engaged in racial profiling in violation of the Department's policy.
6. Require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to;
 - a. The race or ethnicity of the individual detained
 - b. Whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
7. Require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. The Commission on Law Enforcement; and
 - b. The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

¹⁷ The 2020 Racial Profiling Report has not been completed.

Racial Profiling Report for 2019

Total Stops: 8907

Gender		Race / Ethnicity	
Female	3204	Black	2185
Male	5703	Asian / Pacific Islander	180
		Hispanic / Latino	2917
		White	3566
		Alaska Native / American	59
Was race or ethnicity known prior to stop?		Reason for stop?	
Yes	31	Violation of law	238
No	8876	Preexisting knowledge	213
		Moving traffic violation	6273
		Vehicle traffic violation	2183
Street address or approximate location of the stop		Was a search conducted?	
City street	3953	Yes	353
US highway	4477	No	8554
County road	273		
State Highway	76		
Private property or other	128		
Reason for search?		Was contraband discovered?	
Consent	18	Yes	216
Contraband	12	No	137
Probable cause	225		
Inventory	64		
Incident to arrest	34		
Description of contraband		Result of the stop	
Drugs	136	verbal warning ¹⁸	0
Currency	3	written warning	5270
Weapons	1	citation	3602
Alcohol	22	written warning and arrest	17
Stolen property	7	citation and arrest	18
Other	64	arrest	0
Arrest based on		Was physical force, resulting in bodily injury, used?	
Violation of penal code	25	Yes	0
Violation of traffic law	0	No	8907
Violation of city ordinance	0		
Outstanding warrant	10		

¹⁸ It is the policy of the Manor Police Department that no verbal warnings be issued

VICTIM SERVICES TO SOCIAL RESOURCES

- In 2018 the Victim Services Network (VSN) was created by the Manor Police Department (MPD) to address service gaps for Manor and partner agencies. Manor formally established an Interlocal Agreement with the Lago Vista Police Department and the Jonestown Police Department in response to their cities' continued growth, and their determination to increase the range and availability of services to their community to address this need, two positions were created with the assistance of VOCA grant funding (Coordinator and Specialist). In 2019 the MPD was awarded a secondary grant through the Department of Justice, Office for Victims of Crime (OVC), to create another Specialist position to increase accessibility of services.
- Through the VSN, individuals received services inclusive of crisis intervention, criminal justice support, referrals to community agencies, assistance with establishing personal safety, assistance with exercising constitutional/statutory rights, assistance with crime victim compensation applications, education and emotional support throughout the criminal justice process, and ensuring continuity of services between departments and agencies.
- Originally, the VSN was comprised of a Coordinator and two Specialists, employees of MPD. The Coordinator was responsible for creating policy and standard operating procedures, developing and implementing both internal (sworn personnel) and external (community partners) training and outreach, overseeing research partnerships, grant writing, project management, strategic planning, on-going supervision, completion of monthly statistical reports, and served as back-up to the Specialists. The Coordinator reported MPD Lieutenant was responsible for overseeing the VSN program.
- By January 2021, VSN at MPD will transition to the Social Resource Team (SRT) consisting of 4 Social Resource Specialists (SRS). These are positions that have been created but not yet funded. Initially, the SRT will consist of 2 SRS assigned to a patrol shift for on-scene response and prompt service provision. The SRS staff will also be on-call for assistance as needed until the SRT is fully staffed. In order to fully staff the SRT at 4 SRS employees, 2 more SRS staff will be hired in 2021 to be part of the team and cover the remaining patrol shifts. The SRT will continue providing same services as the VSN to establish and conduct relationships with community members to promote respect and public confidence. This role will ensure prompt responsiveness and consistent availability to the needs of crime victims, persons in crisis, and other criminal and noncriminal needs.

VICTIM SERVICES STATISTICS 2020

MANOR, LAGO, JONESTOWN CASES 2020 (JAN-OCT)	
MANOR	246
LAGO	52
JONESTOWN	15
TRAVIS CO SO (REGIONAL ON-CALL)	4
TOTAL	317

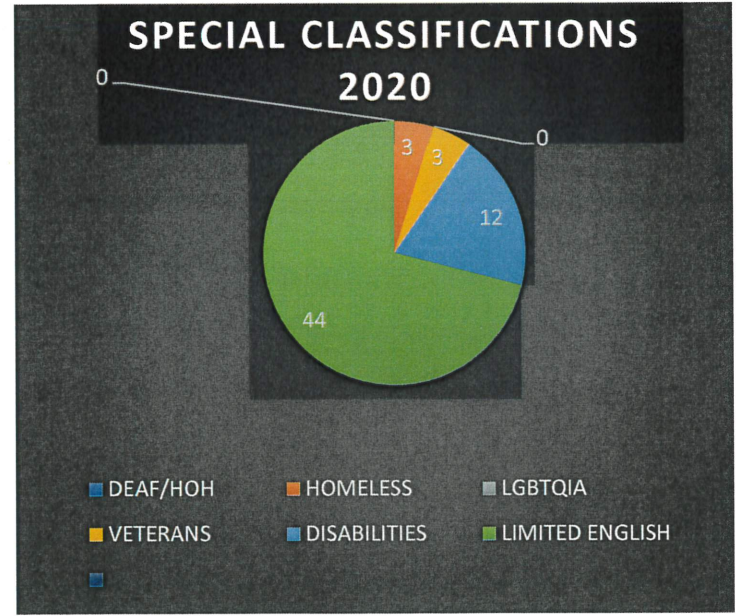
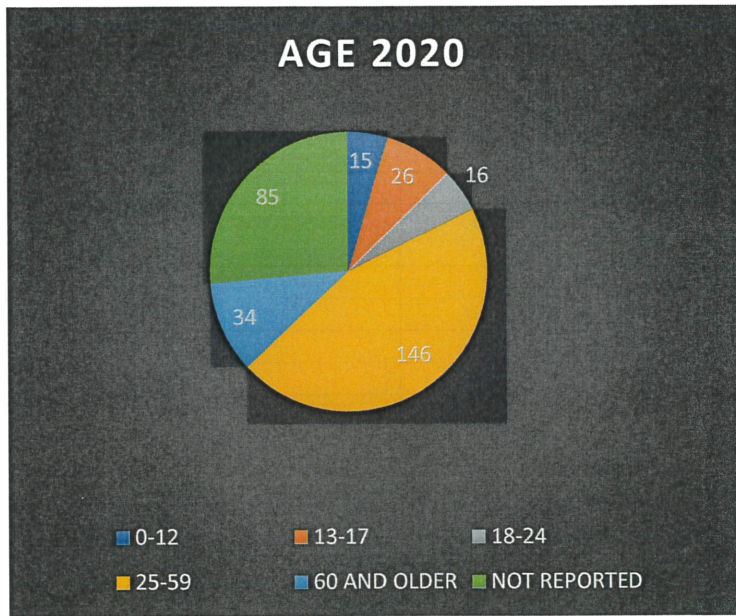
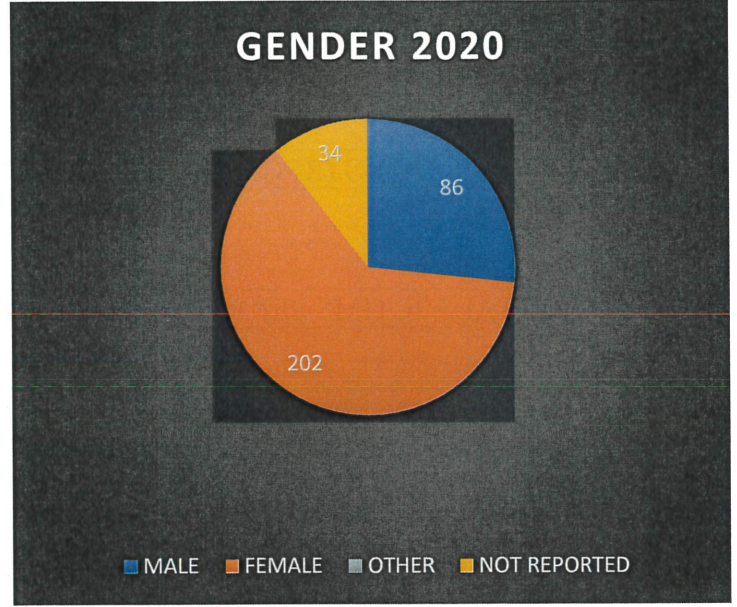
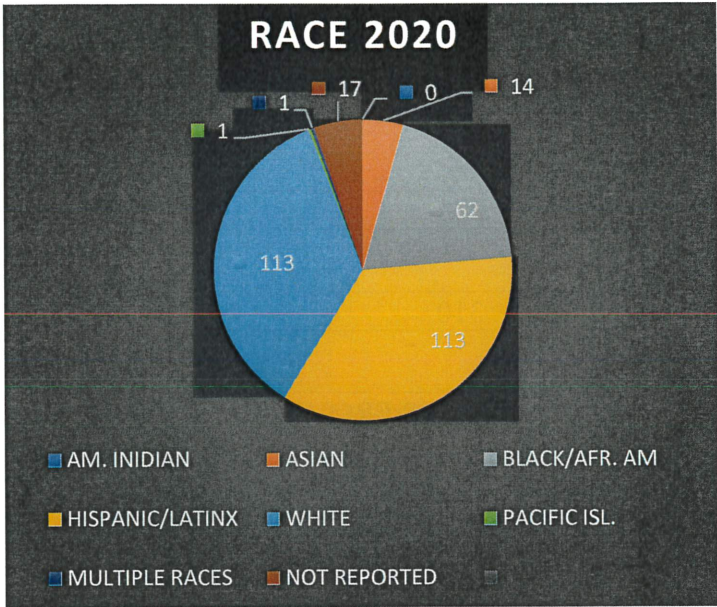
TOTAL VICTIMS SERVED 2020 (JAN-OCT)	310	↑
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TYPES OF SERVICE 2020 (JAN-OCT)	NUMBER OF TIMES PROVIDED
INFORMATION AND REFERRAL	239
PERSONAL ADVOCACY/ACCOMPANIMENT	254
EMOTIONAL SUPPORT OR SAFETY SERV.	208
SHELTER/HOUSING SERVICES	4
CRIMINAL/CIVIL JUSTICE ASSISTANCE	22
CRIME VICTIM COMPENSATION APP.	301
TOTAL NUMBER OF SERVICES PROVIDED	3,163

TYPES OF CRIME/CRISIS & NUMBER OF VICTIMIZATIONS 2020 (JAN-OCT) ¹⁹			
ADULT PHYSICAL ASLT	59	VIOL. OF EPO	0
ADULT SEXUAL ASLT	8	CRIM. TRESPASS	9
ARSON	0	SUICIDE	3
BURGLARY	4	DECEASED PERSON	54
CHILD PHYSICAL ABUSE/NEGLECT	17	ASLT AGAINST PUB SERVANT	2
CHILD SEXUAL ABUSE	25	CHECK WELFARE	6
FAMILY VIOLENCE	47	CRIM. MISCHIEF	8
DUI/DWI INCIDENTS	0	TERR. THREAT	3
ELDER ABUSE/ NEGLECT	3	DEADLY CONDUCT	3
IDENTITY THEFT/FRAUD	10	ASSIT COMP.	41
OTHER VEHICULAR VIC	10	POED	4
ROBBERY	6	ASLT BY CONTACT	12
STALKING/HARASSMENT	7	STRANGULATION	6
VIOL. OF COURT ORDER	1	FAMILY DISTURBANCE	3
DEATH NOTIFICATION	1		

¹⁹ These statistics capture the number of cases where a victim received (did not decline or unable to reach) services by crime type, not total number of crime types during the year.

VICTIM SERVICES DEMOGRAPHICS 2020



MANOR POLICE DEPARTMENT COMMUNITY EVENTS

Despite the impact of the COVID effect on 2020, the Manor Police Department made every effort to maintain the strong connection to the community. Typical events that would have taken place under normal circumstances such as National Night Out, Manorpalooza, and the Citizen Police Academy were hindered by COVID restrictions. This did not stop Manor Officers from safely engaging with people on a personal level.





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CITY OF MANOR HUMAN RESOURCES

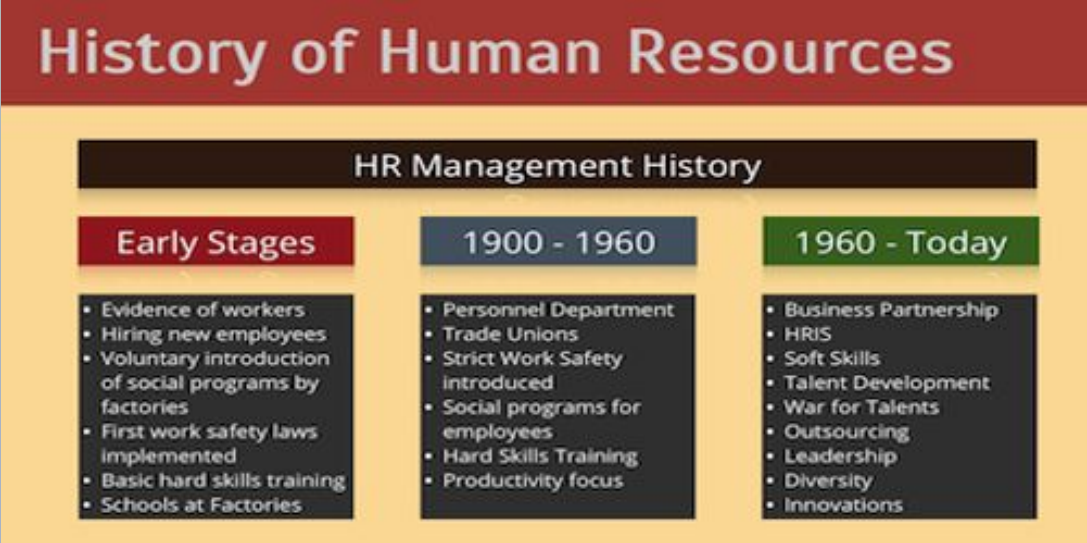
TRACEY VASQUEZ

HUMAN RESOURCES MANAGER

Item 2.

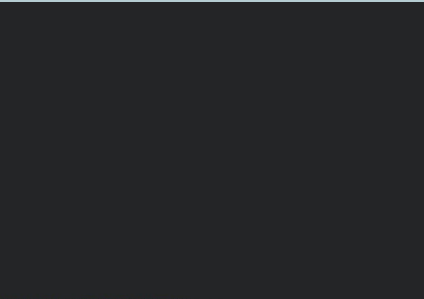
HISTORY OF HUMAN RESOURCES

- The Human Resources field began to take shape in 18th century Europe. It was built on a simple idea by Robert Owen and Charles Babbage during the industrial revolution. They concluded that people were crucial to the success of an organization.
- Most believe that the first human resources department was established by The National Cash Register Company in 1901 following several strikes and employee lockouts.
- The term “ Human Resources” was coined by management guru Peter F. Drucker in 1954 in The Practice of Management. In this fundamental work, Drucker presents three broad managerial functions: managing the business, managing other managers, and managing workers and work.



Vision Statement

The City of Manor Human Resources Department strives to attract and retain the most qualified individuals for our team. By managing all aspects of recruitment, compensation, benefits administration, worker's compensation program, records management and oversees the employee safety, risk management, and wellness programs; in addition to coordinating team-building opportunities in support of the City of Manor's Mission by meeting our goals through our most valuable asset, its PEOPLE.



What are the essential functions of the Human Resources Department?

Human Resources (HR) professionals conduct a wide variety of tasks within an organizational structure, following core functions:

- Staffing- identifying and fulfilling talent needs through recruitment.
- Development- in conjunction with department heads and supervisors, onboarding new employees and providing resources for continued development is a crucial investment for organizations, and HR is in charge of maintaining a developmental approach to existing human resources.
- Safety and Health- ensuring compliance with requirements based on job function for safety measures, counseling, and appropriate safety equipment; implement new safety measures when circumstances or laws require change.
- Compensation and Benefits- identifying appropriate compensation based on role, classification, and legal requirements and guidelines. HR manages all aspects of employee benefits, including health, dental, vision, and retirement, as well as employee assistance and wellness programs.
- Legal- responsible for interpreting and enforcing employment and labor laws such as equal employment opportunity, fair labor standards, benefits and wages, work hour requirements, as well as medical leave.



Human Resources the Ins & Outs

* Recruitment:

- a) post position
- b) review applicants
- c) interview
- d) background and driver license
- e) employment offer and drug screen

* Development:

- a) new hire training
- b) continued onsite, virtual, and travel education regarding employee's position with the City
- c) required HR training
- d) coaching and re-educating as part of discipline and personal improvement

* Safety and Health

- a) safety equipment and PPE
- b) mental health resources and programs
- c) training and education on protocols, procedures, and policies

* Compensation and Benefits

- a) assist department heads regarding employee compensation, job descriptions, and job classification
- b) new hire, qualifying event, and open enrollment (health, dental, vision)
- c) assist employees with filing supplemental claims
- d) worker's compensation
- e) FMLA, FFCRA, EPSL, EFMLAEA
- f) vehicle, liability, and property coverage for the City

*Legal

- a) ADA, ADAA, HIPAA, CHRI, I-9
- b) labor law status, posters, and compliance
- c) job descriptions, policies and procedures, employment and termination, and HR directives
- d) contracts



City of Manor Training 2021 ** Tentative regarding COVID**

January- HIPAA for Directors and Managers

February- CPR/AED

March- New Supervisor Training

April- Active Shooter

May- Mental Health Awareness

June- MS4

July- Hospitality

August- Wellness Fare

September-Ethical Behavior for Local Government

-Shaping an Ethical Workplace Culture

October-Retirement w/TMRS & Nationwide

November- EEOC Compliance and Training

December-Word Doc and Excel 101

What does team mean to you?



Team – Together Everyone Achieves More

Culture- shared values, belief systems, attitudes and the set of assumptions that people in a workplace share. Most importantly encompassing the same mission, leadership style, values, ethics, and expectations.

Diversity- having a range of people with various racial, ethnic, socioeconomic, religious, and cultural backgrounds and various lifestyles, experiences, and interests.

Teamwork- a united sense of purpose to achieve a clear, specific goal that all members believe is important to attain.

Team Building- the process of turning a group of individual contributing employees into a cohesive team.

QUESTIONS?

COMMUNITY DEVELOPMENT DEPARTMENT

Debbie Charbonneau
Heritage & Tourism Manager

I am
Committed

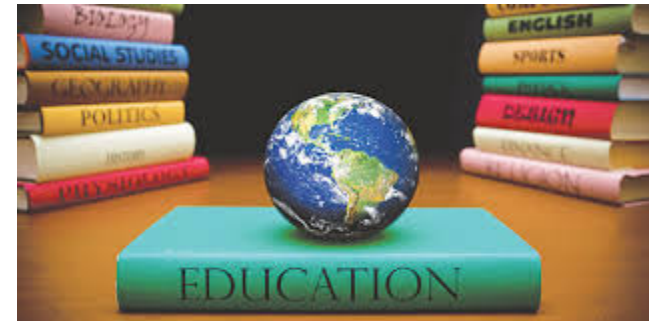
DYNAMIC



LEADERSHIP MANOR

- Leadership Manor is a program which identifies and develops talented and committed citizens who aspire to provide leadership in Manor’s business and community activities. Leadership Manor develops leaders by providing quality, relevant leadership skills training to match the dynamic needs of the community.

It explains the essential roles of Manor's governmental, education, economic, and cultural organizations and encourages participants to explore options for personal involvement and relationship building.



APPLICATION



Item 2.

- The applicants were required to fill out the application, send a resume and provide any additional comments.
- As you can see from the last council meeting in November, the class is very engaged, care about the community and worked very hard on their project. They want to make sure the project continues on after they graduate.
- So, I am proud to present Leadership Manor Class #1

“SHOP SMALL” “SHOP LOCAL” CAMPAIGN



• I started the campaign that would run from November 1, 2020 and run through November 30, 2020.

• Every time you spend \$20.00 in a participating business in Manor, you get the chance to enter a ticket into a drawing to win \$1,000.00 in gift cards.

• So, the more you spend, the more chances you get to enter into the contest.

Remember, for every \$100.00 spent at local small businesses, \$68.00 is returned to the local community!



**You may ask yourself,
why should I shop small?
Why should I shop in my
community instead of
shopping at a big box or
a national chain?**





Well, here's why!

- As a consumer, you are a key part in helping small businesses thrive.
- By shopping or dining at small businesses in our community, we are showing support for the businesses in our neighborhoods and the community you call your own.



Small businesses create a sense of community. You are much more likely to get to know a small business owner in your neighborhood.

They can provide more personable, hands-on, and memorable customer service which encourages you to shop and to dine with them more as you become friends and family in your community.





S H O P
- LOCAL -



LEAL'S
TIRE

TAKE-OFFS, HIGH TREAD USED & NEW
GUARANTEED!
USED TIRES HAVE 30 DAY LIMITED WARRANTY



MANORPALOOZA – MAY 7 & 8, 2021

- ManorPalooza is well on it's way! The team has been working hard and we already have a lot confirmed for our event.
- This is my first one and I am so excited.





Item 2.



CARNIVAL & SAUSAGE EATING CONTEST





FIREWORKS



HELICOPTER RIDES AND THE TRAIN!!



SO, WHAT ELSE IS PLANNED FOR 2021?

- Martin Luther King, Jr. Day
- Easter
- Juneteenth
- Fourth of July
- Leadership Manor Class #2
- Veteran's Day
- Holiday Extravangza





Development Services

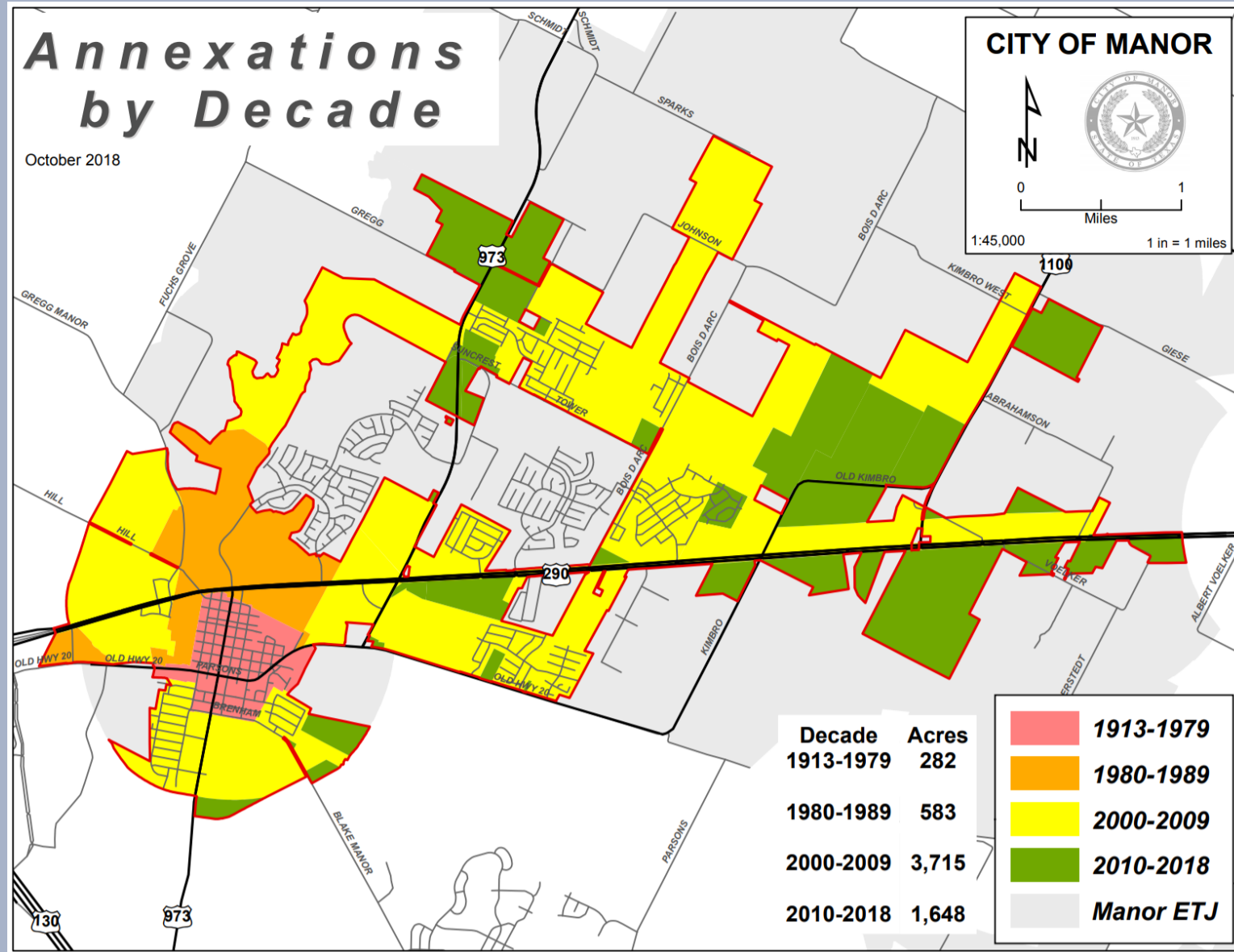


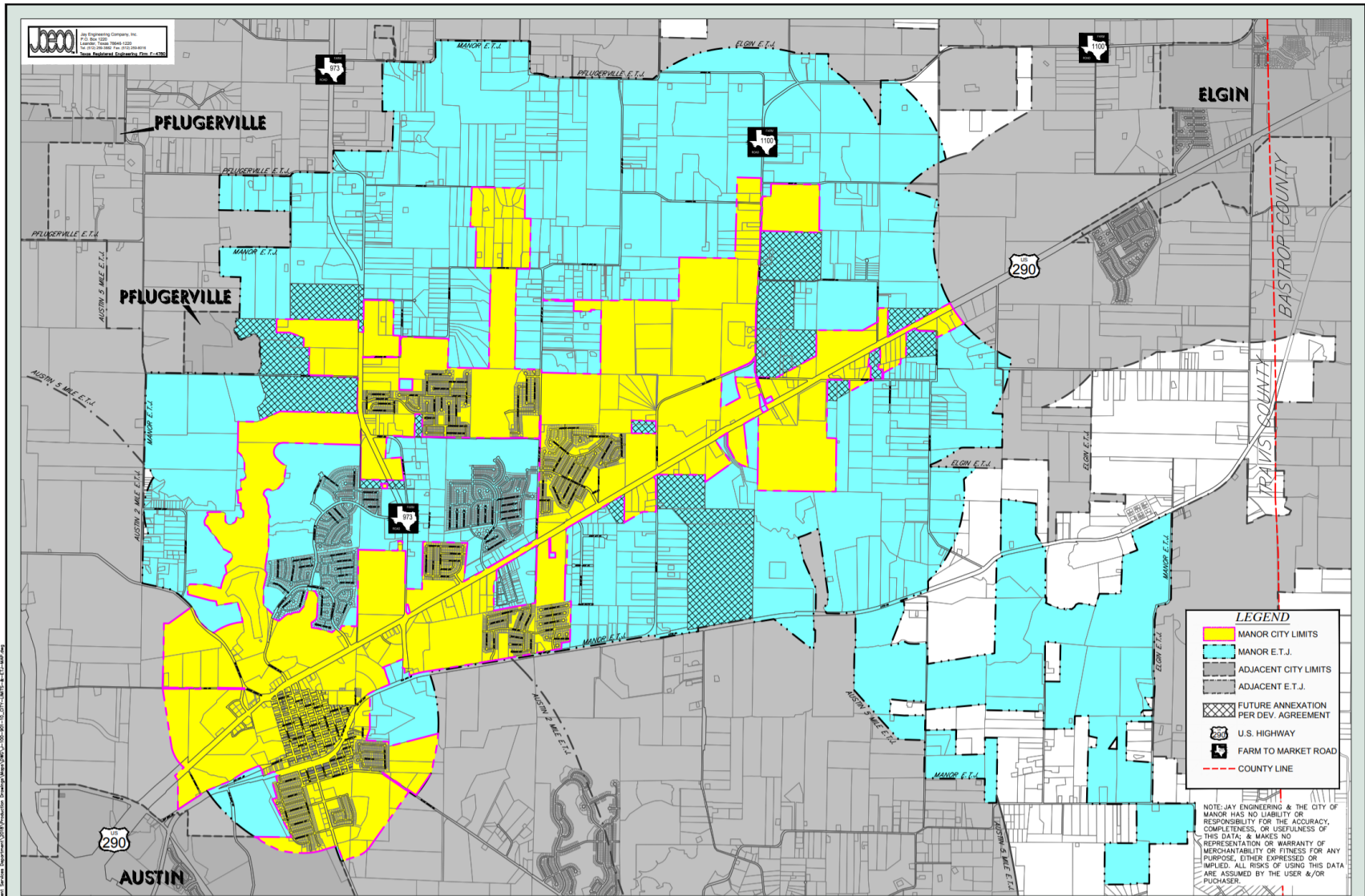
*Scott Dunlop, AICP
Assistant Director*

Development Process

- Annexation
- Zoning
- Subdivision
 - Concept Plan, Preliminary Plat, Construction Plan, Final Plat
 - Short Form Final Plat
 - Amended Plat
- Site Plans
 - Drainage, Utilities, Parking, Landscaping, Lighting – everything from the building walls to the property line
- Building Permits
 - Architectural, Mechanical, Plumbing, Electrical – everything inside the building walls
- Sign Permits

Annexation





MANOR CITY HALL
 105 E. EGGLESTON ST.
 MANOR, TEXAS 78653
 PH: (512) 272-5555

CITY OF MANOR CITY LIMITS & E.T.J. MAP

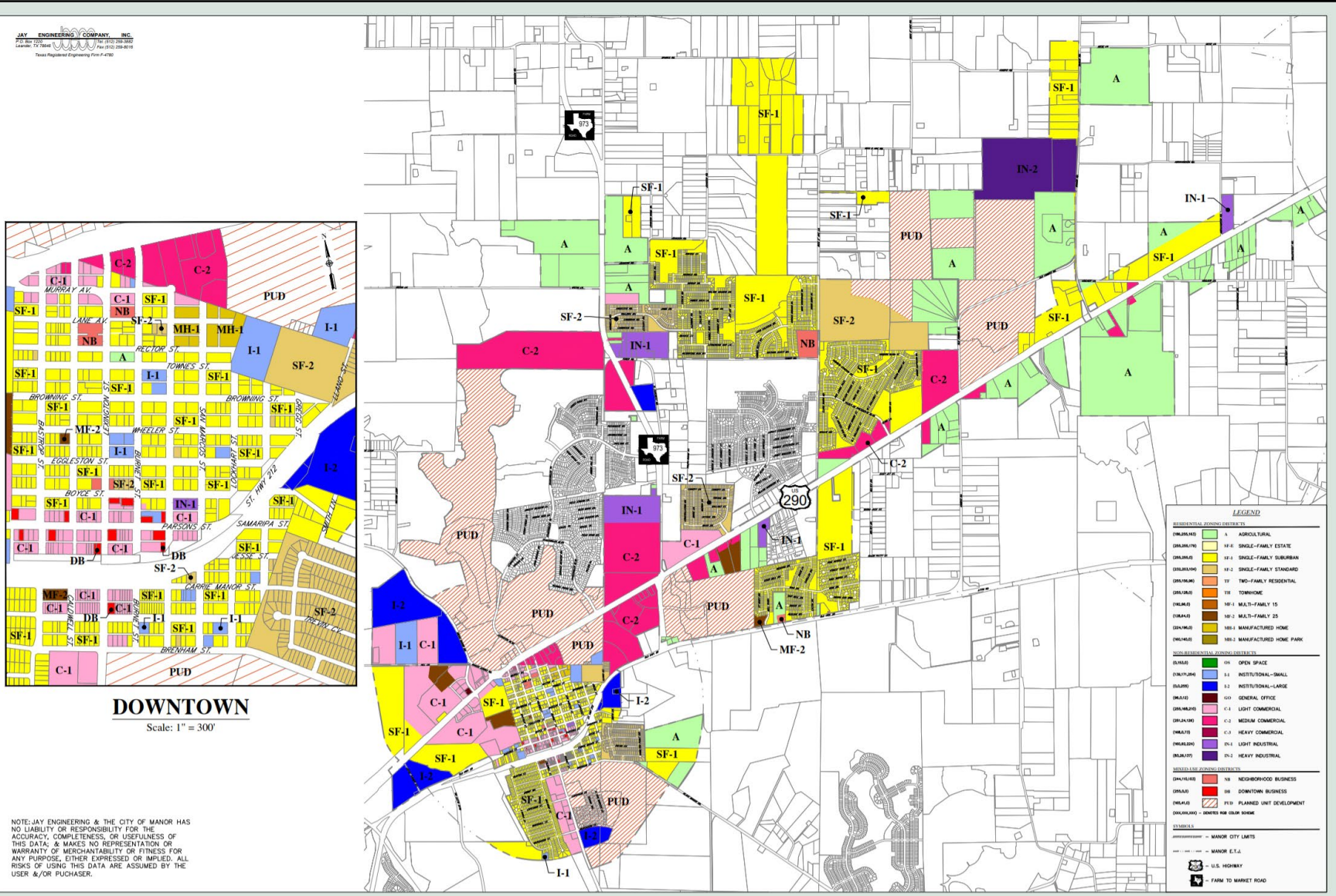


0 1,200 2,400 4,800
 SCALE IN FEET

MAP INFORMATION (APPROX. AREA):
 City Limits: 6,244.99 Ac. = 9.76 Sq. Mi.
 E.T.J.: 13,504.84 Ac. = 21.10 Sq. Mi.
 Future Annexation Per Development Agreement: 1,106.42 Ac.
 Map Created: June, 2005 Map Updated: October, 2018

Zoning

Item 2.



CITY OF MANOR TEXAS
 EST. 1872

MANOR CITY HALL
 105 E. EGGLESTON ST.
 MANOR, TEXAS 78653
 PH: (512) 272-5555

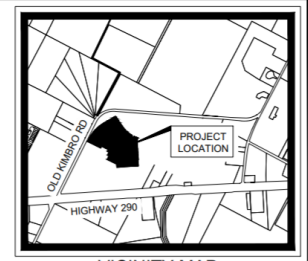
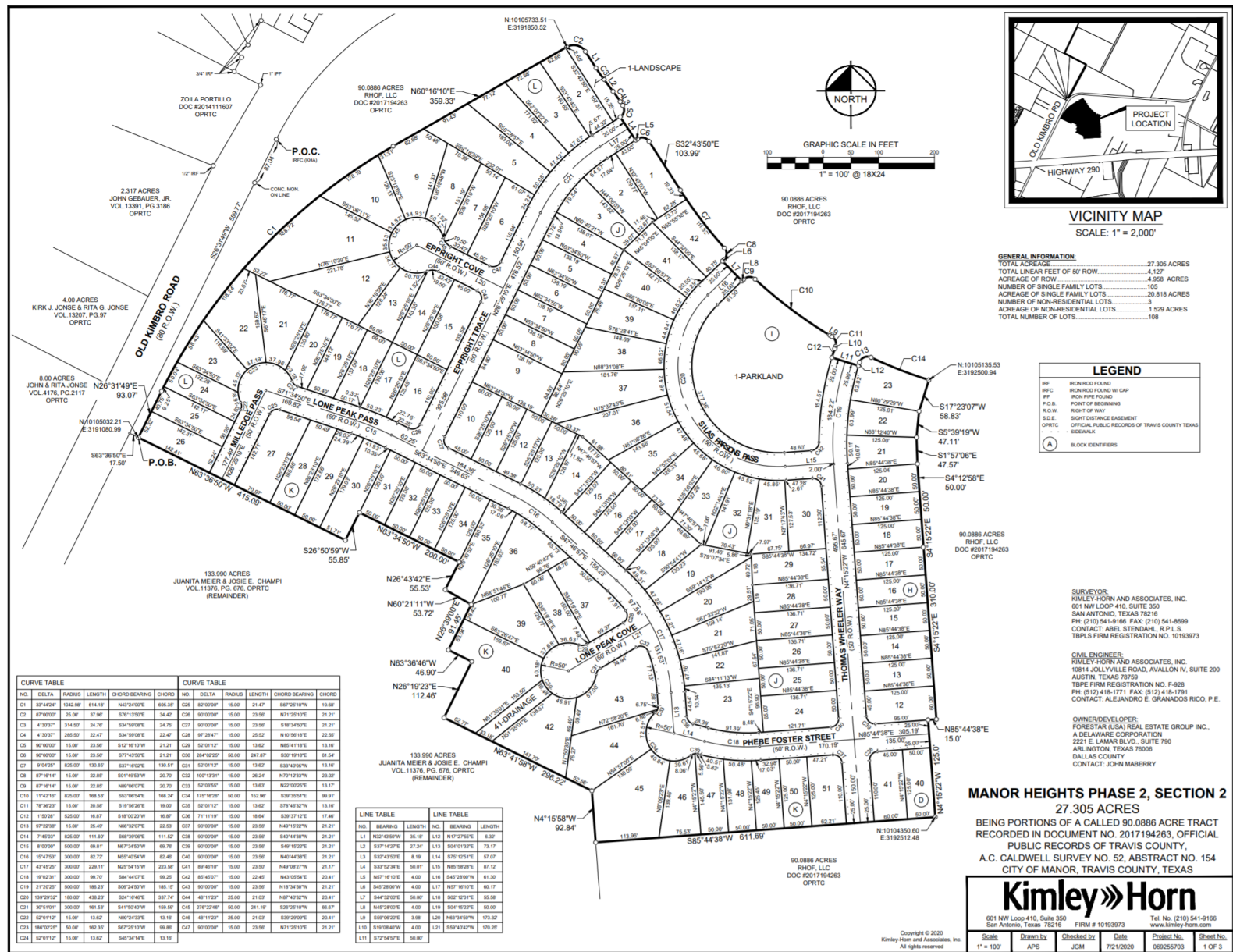
CITY OF MANOR ZONING MAP

0 1,000 4,000
 500 2,000 FEET

MAP INFORMATION:
 TOTAL AREA (APPROX.)
 City Limits: 6,244.99 Ac. = 9.76 Sq. Mi.
 E.T.A.: 13,504.84 Ac. = 21.10 Sq. Mi.
 Map Created: May, 2006 Map Updated: August, 2020

Subdivision

Item 2.



VICINITY MAP
SCALE: 1" = 2,000'

GENERAL INFORMATION

TOTAL ACRES	27.305 ACRES
TOTAL LINEAR FEET OF 50' ROW	4,327
ACREAGE OF ROW	4.958 ACRES
NUMBER OF SINGLE FAMILY LOTS	105
ACREAGE OF SINGLE FAMILY LOTS	20.818 ACRES
NUMBER OF NON-RESIDENTIAL LOTS	3
ACREAGE OF NON-RESIDENTIAL LOTS	1.529 ACRES
TOTAL NUMBER OF LOTS	108

LEGEND

RF	IRON ROD FOUND
RF	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
S.D.E.	SIGHT DISTANCE EASEMENT
OPRTC	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
A	BLOCK IDENTIFIERS

SURVEYOR
KIMLEY HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH: (210) 541-9189 FAX: (210) 541-8699
CONTACT: ABEL STENDAH, R.P.L.S.
TSPS FIRM REGISTRATION NO. 10193973

CIVIL ENGINEER
KIMLEY HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 200
AUSTIN, TEXAS 78759
TSPS FIRM REGISTRATION NO. F-028
PH: (512) 418-1771 FAX: (512) 418-1701
CONTACT: ALEJANDRO E. GRANADOS RICO, P.E.

OWNER/DEVELOPER
FORESTAR (USA) REAL ESTATE GROUP INC.
A DELAWARE CORPORATION
2221 E. LAMAR BLVD., SUITE 790
ARLINGTON, TEXAS 76010
DALLAS COUNTY
CONTACT: JOHN MABERRY

CURVE TABLE

NO.	DELTA	RADIUS	CHORD	BEARING	CHORD	NO.	DELTA	RADIUS	CHORD	BEARING	CHORD
C1	30°44'24"	1042.86	614.18	N43°24'00"	606.26	C25	60°30'00"	15.00	21.47	S67°20'10"	19.68
C2	87°00'00"	25.00	37.86	S76°13'00"	34.42	C26	90°00'00"	15.00	23.56	N71°29'10"	21.21
C3	4°30'31"	314.00	24.76	S34°50'00"	24.92	C27	90°00'00"	15.00	23.56	S18°34'00"	21.21
C4	4°30'31"	388.00	22.47	S34°50'00"	22.47	C28	87°00'00"	15.00	22.52	N10°00'00"	22.80
C5	90°00'00"	15.00	23.56	S12°18'10"	21.21	C29	52°01'12"	15.00	13.82	N60°41'00"	13.18
C6	90°00'00"	15.00	23.56	S77°43'00"	21.21	C30	284°02'20"	50.00	247.87	S30°19'00"	81.54
C7	9°34'23"	825.00	130.69	S37°18'00"	130.67	C31	52°01'12"	15.00	13.82	S33°40'00"	13.18
C8	87°00'00"	15.00	22.89	S67°49'00"	20.70	C32	50°13'31"	15.00	26.24	N70°12'00"	23.02
C9	87°00'00"	15.00	22.89	N40°00'00"	20.70	C33	52°01'12"	15.00	13.82	N62°00'00"	13.17
C10	11°42'16"	825.00	168.13	S63°05'45"	168.24	C34	170°18'28"	50.00	152.86	S39°20'10"	99.97
C11	78°02'31"	15.00	20.58	S19°58'00"	18.00	C35	52°01'12"	15.00	13.82	S78°48'30"	13.18
C12	1°30'28"	526.00	16.87	S18°00'00"	16.87	C36	71°11'19"	15.00	16.64	S39°37'12"	17.48
C13	87°23'38"	15.00	25.49	N66°32'00"	22.83	C37	90°00'00"	15.00	23.56	N49°10'20"	21.21
C14	74°00'00"	500.00	111.60	S60°00'00"	111.22	C38	90°00'00"	15.00	23.56	S64°44'00"	21.21
C15	9°00'00"	500.00	88.81	N67°34'00"	89.78	C39	90°00'00"	15.00	23.56	S49°10'22"	21.21
C16	10°47'50"	300.00	62.72	N62°00'00"	62.48	C40	90°00'00"	15.00	23.56	N40°44'00"	21.21
C17	43°48'23"	300.00	225.11	N23°54'10"	223.68	C41	86°48'10"	15.00	23.50	N49°08'20"	21.17
C18	19°32'31"	300.00	99.70	S84°44'00"	99.20	C42	86°48'10"	15.00	22.40	N43°00'45"	20.47
C19	21°00'00"	500.00	186.22	S60°24'00"	185.19	C43	90°00'00"	15.00	23.56	N17°00'00"	21.21
C20	10°00'00"	180.00	438.13	S34°14'00"	437.74	C44	48°11'23"	25.00	21.03	N67°40'00"	20.41
C21	30°00'00"	300.00	161.53	S41°00'00"	159.88	C45	276°22'48"	50.00	241.19	S28°20'10"	96.67
C22	52°01'12"	15.00	13.82	N00°24'00"	13.18	C46	48°11'23"	25.00	21.03	S39°20'10"	20.41
C23	188°02'20"	50.00	162.30	S67°20'10"	99.86	C47	90°00'00"	15.00	23.56	N71°29'10"	21.21
C24	52°01'12"	15.00	13.82	S49°34'45"	13.18						

LINE TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N02°42'00"	25.00	L12	S37°42'00"	27.32
L2	S37°42'00"	27.32	L13	S44°01'30"	71.17
L3	S32°43'00"	6.19	L14	S70°12'00"	87.07
L4	S33°52'30"	50.00	L15	N68°08'00"	87.12
L5	N67°18'00"	4.00	L16	S49°20'00"	81.30
L6	S49°20'00"	4.00	L17	N07°00'00"	161.77
L7	S46°32'00"	50.00	L18	S02°00'00"	55.58
L8	N40°00'00"	4.00	L19	S04°10'22"	90.00
L9	S58°08'20"	3.88	L20	N60°34'00"	173.32
L10	S19°08'40"	4.00	L21	S59°40'42"	170.20
L11	S71°54'00"	50.00			

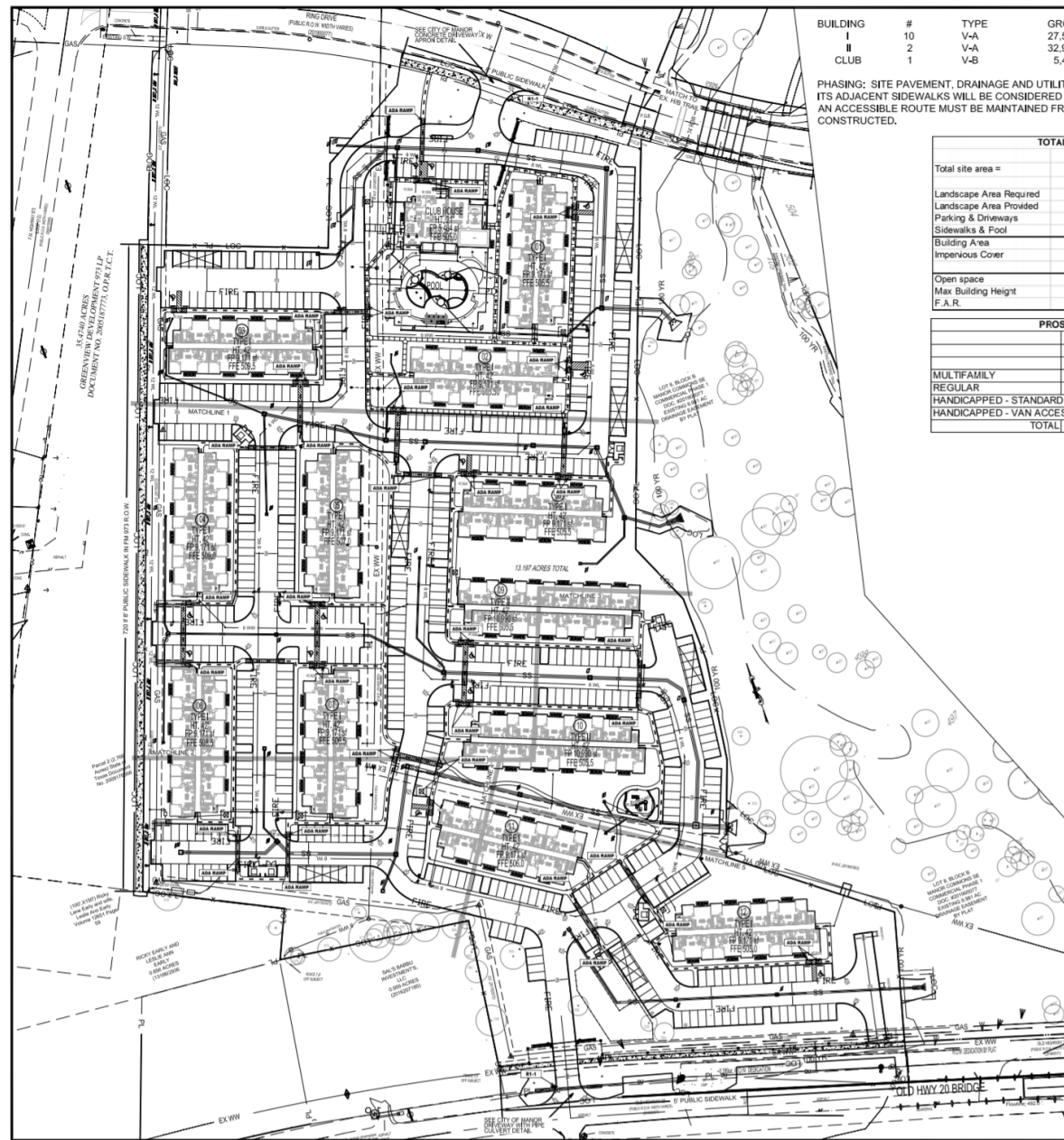
MANOR HEIGHTS PHASE 2, SECTION 2
27.305 ACRES
BEING PORTIONS OF A CALLED 90.0886 ACRE TRACT
RECORDED IN DOCUMENT NO. 2017194263, OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY,
A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154
CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216
FIRM # 10103973
Tel. (210) 541-9166
www.kimley-horn.com

Scale: 1" = 100'
Drawn by: APS
Checked by: JCM
Date: 02/12/2020
Project No.: 086250703
Sheet No.: 1 OF 3

Site Plans



BUILDING	#	TYPE	GROSS	GROSS FOOTPRINT	HT.	SPRINKLER	USE
I	10	V-A	27,512 SF	9,171 SF	42'	NFPA 13-R	APARTMENTS
II	2	V-A	32,970 SF	10,990 SF	42'	NFPA 13-R	APARTMENTS
CLUB	1	V-B	5,484 SF	5,484 SF	21'	NFPA 13-R	CLUBHOUSE

PHASING: SITE PAVEMENT, DRAINAGE AND UTILITY IMPROVEMENTS WILL BE CONSTRUCTED AS THE FIRST PHASE. EACH BUILDING AND ITS ADJACENT SIDEWALKS WILL BE CONSIDERED A SEPARATE PHASE IN THE SITE DEVELOPMENT AND WILL BE COMPLETED AS NEEDED. AN ACCESSIBLE ROUTE MUST BE MAINTAINED FROM ALL STRUCTURES TO THE RING DRIVE SIDEWALKS FOR EVERY BUILDING CONSTRUCTED.

TOTAL SITE NET SITE AREA			
Total site area =			13.197 Acres
Landscape Area Required	15.0% % XNSA =		1.979 Acres
Landscape Area Provided			4.339 Acres
Parking & Driveways			5.254 Acres
Sidewalks & Focil			0.867 Acres
Building Area			2.736 Acres
Impervious Cover			8.857 Acres
			67.1%
Open space			32.9%
Max Building Height		42 ht.	
F.A.R.		0.593	

PROSE MANOR COMMONS				
	UNITS	RATE	REQUIRED	TOTAL PROVIDED
MULTIFAMILY	306	1.8	551	
REGULAR				537
HANDICAPPED - STANDARD			10	12
HANDICAPPED - VAN ACCESSIBLE			2	2
TOTAL			561	561

LEGEND

- 100 YR FLOOD PLAIN
- PROPERTY LINE
- ADJOINER
- EXISTING WATER MAIN
- EXISTING WASTEWATER MAIN
- PROPOSED CURBS
- PROPOSED ACCESSIBLE ROUTE
- PROPOSED WW SERVICES
- PROPOSED WW MAIN
- PROPOSED WATER LINE
- PROPOSED C.O.M. WW LINE
- FIRE HYDRANT
- ORNAMENTAL IRON FENCE
- WOOD PRIVACY FENCE
- WHEEL STOP
- TREES PRESERVED
- EX GAS MAIN
- LIMIT OF CONSTRUCTION (14.00 AC)
- R-1 STOP SIGN**

THE MAXIMUM SLOPE FOR AN ACCESSIBLE STALL AND AISLE FOR PARKING CAN NOT EXCEED 2% SLOPE IN ANY DIRECTION. THE MAXIMUM SLOPE FOR ANY SIDEWALKS CAN NOT EXCEED 5% RUNNING SLOPE AND 2% CROSS SLOPE. IT IS RECOMMENDED THAT SIDEWALKS NOT EXCEED 4% RUNNING SLOPE AND CROSS SLOPES NOT EXCEED 1.5% SLOPE AT ANY LOCATION. CURB RAMPS MUST NOT EXCEED 0.5 FEET IN RISE AND HAVE A SLOPE NO GREATER THAN 1:12. ALL ACCESSIBLE IMPROVEMENTS MUST COMPLY WITH ALL TDR REQUIREMENTS. IT'S THE CONTRACTOR'S RESPONSIBILITY TO ADVISE THE ENGINEER WHERE ANY MAXIMUM SLOPE WILL BE EXCEEDED PRIOR TO PROCEEDING WITH ANY RELATED SITEWORK. REQUIRED RE-WORK OF IMPLEMENTED WORK WITHOUT ADVANCE NOTIFICATION TO THE ENGINEER IS THE CONTRACTOR'S SOLE FINANCIAL RESPONSIBILITY.

THE ATMOS GAS MAIN LOCATION AND ELEVATION MUST BE DETERMINED BY THE CONTRACTOR PRIOR TO ANY WORK WITHIN THE PROJECT SITE. ALL LOCATION AND ELEVATION INFORMATION MUST BE PROVIDED TO THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION OR CONSTRUCTION WITHIN THE PROJECT.



Item 2.

REVISION	#	DATE	BY	CHECKED BY
	1	6/10/2020		

SCALE: 1"=60'
 DATE: 6/10/2020
 JOB: PROSE MANOR COMMONS SE COMM. LOT 2, BLOCK B
 DRAWN BY: ALM
 CHECKED BY:

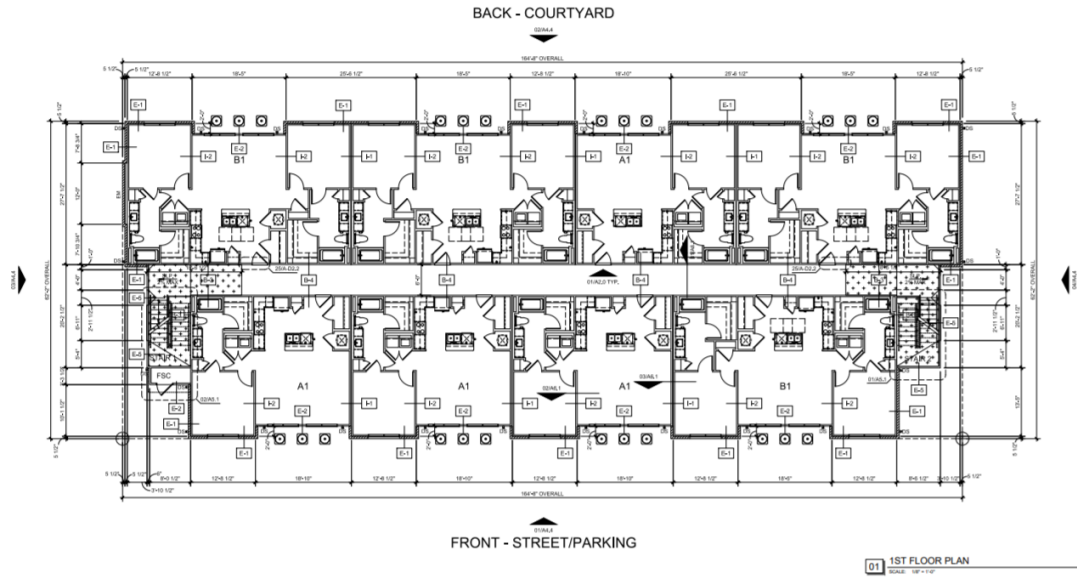
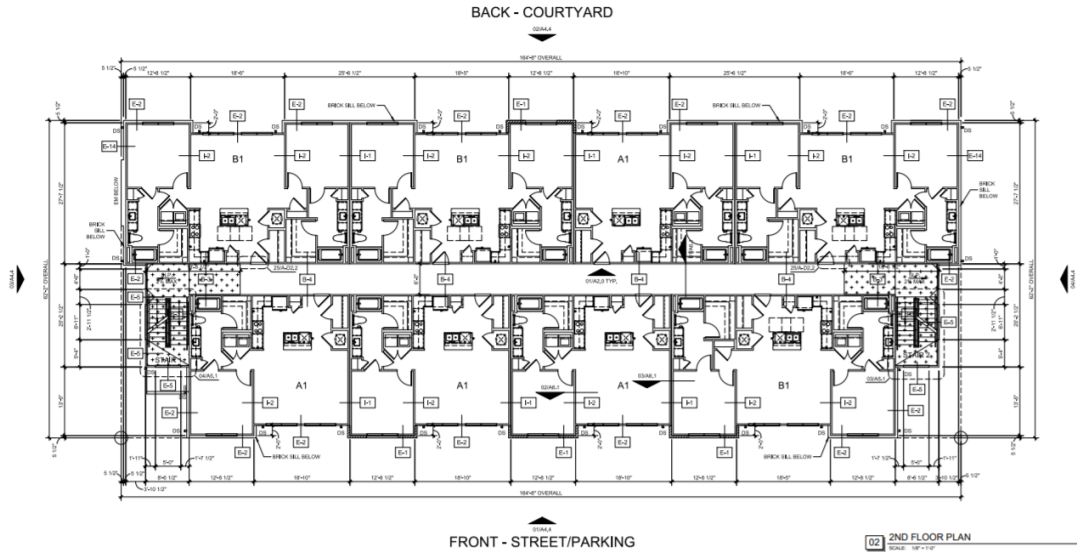
ALM ENGINEERING, INC.
 CONSULTING ENGINEERS
 8205 West Lake Hills, Texas, 78746
 (512) 431-9600 - almen@almeng.com

7-6-2020

SITE OVERALL
 PROSE MANOR COMMONS
 MANOR COMMONS SE COMM. LOT 2, BLOCK B
 MANOR, TEXAS

Building Permits

Item 2.



BUILDING PLAN LEGEND

FBC	FIRE SPRINKLER CONTROL ENCLOSURE BY SPECIALIST CONTRACTOR	+	PROVIDE CEILING CONTROL SYSTEM (CS) AND WALL CONTROL SYSTEM (CS)
EM	ELECTRIC METERS PER ELECTRICAL DRAWINGS	AD	ADDITIONAL REFER TO E&A-1 PROVIDED IN ALL FLOORS
CK	PACK CONDENSER UNIT	WZ	WATERED WET ZONE

WALL TYPE LEGEND

FORM & A.A. CONSTRUCTION

EXTERIOR WALLS

E-2	BRICK 11" CMU 8" W/ 11" BRICK BELT BELOW
E-3	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-4	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-5	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-6	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-7	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-8	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-9	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-10	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-11	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-12	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-13	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-14	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
E-15	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW

INTERIOR WALLS

I-1	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW	I-2	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW
I-3	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW	I-4	CONCRETE BLOCK 8" W/ 11" BRICK BELT BELOW

- NOTES**
- REFER TO APPENDIX FOR US BATED ASSEMBLIES.
 - ALL INTERIOR WALLS ARE TYPE 1 UNLESS NOTED OTHERWISE.
 - ALL PARTY WALLS / TENANT SEPARATION WALLS ARE TYPE 1-1 UNLESS NOTED OTHERWISE.
 - ALL BREAKDOWN WALLS ARE TYPE B-3 UNLESS NOTED OTHERWISE.

- BUILDING PLAN NOTES**
- OWNER SHALL BE RESPONSIBLE FOR A COMPLETE SCHEDULE OF WORK IN ACCORDANCE WITH ALL D.L. DIMENSION CONTRACTOR TO VERIFY AND CALCULATE, AND SPEC TO VERIFY TO COUNTY FIRE DEPARTMENT FOR REVIEW AND APPROVAL. INCLUDING A SITE PLAN SHOWING THE FIRE DEPARTMENT CONNECTION FOR EACH RESIDING, RESERVING, PACKING & CONDENSER ARE TO BE PROVIDED.
 - ALL RESIDING CONTRACTORS SHALL PROVIDE A HISTORY OF WORK THROUGHOUT ENTIRE BUILDING AND THE OWNER SHALL EXCEED THE HISTORIC WORK LEVEL, BY LEAD WITH ALL ROOMS, CLOSET, AND EQUIPMENT IN OPERATION.
 - ALL BUILDINGS TO BE PROVIDED WITH EMERGENCY LIGHTING BATTERY PAKS IN ACCORDANCE WITH NFPA 101 REFER TO ELECTRICAL DRAWINGS.
 - REFER TO STRUCTURAL DRAWINGS FOR SHEARWALL LOCATION, TYPES AND REINFORCEMENT REQUIREMENTS.
 - WALL TYPE SLASH SHOW FINISH & SHEATHING TYPE REFER TO WALL TYPE DETAIL SHEET A-1.1.
 - ALL DIMENSIONS ARE FROM STUD TO STUD, UNLESS NOTED OTHERWISE. REFER TO ENLARGED PLANS FOR DIMENSIONS TO STRUCTURAL COLUMN GRID.
 - REFER TO A-1.1 FOR FIRE EXTINGUISHER CABINET DETAILS.

- CONTROL JOINT (CJ) NOTES**
- PROVIDE CONTROL JOINTS IN CEILING GYP. WHERE SHOWN ON ALL FLOORS. (CJ)
 - PROVIDE CONTROL JOINTS IN WALL AND PARTITIONS WHERE CEILING CONTROL JOINTS ARE LOCATED. (CJ)
 - PROVIDE TYPICAL CONTROL JOINTS IN CONCRETE FLOORS FOUNDATION & 360 TO 400 POUNDS WHERE CEILING CONTROL JOINTS ARE LOCATED. (CJ)
 - ALL SLOPED CONCRETE SURFACES TO HAVE LIGHT BROOK FINISH.

HLR ARCHITECTS

HRLR ARCHITECTS

DALLAS • HOUSTON • SEATTLE

WWW.HRLR-ARCHITECTS.COM

PH: 214.726.5460

Project Title:

PROSE MANOR COMMONS

MINOR, TEXAS

ALLIANCE
RESIDENTIAL COMPANY

DD Issue: 09/10/2020

Permit Set Issue: 09/10/2020

CD Issue: 09/10/2020

Project ID: 1998

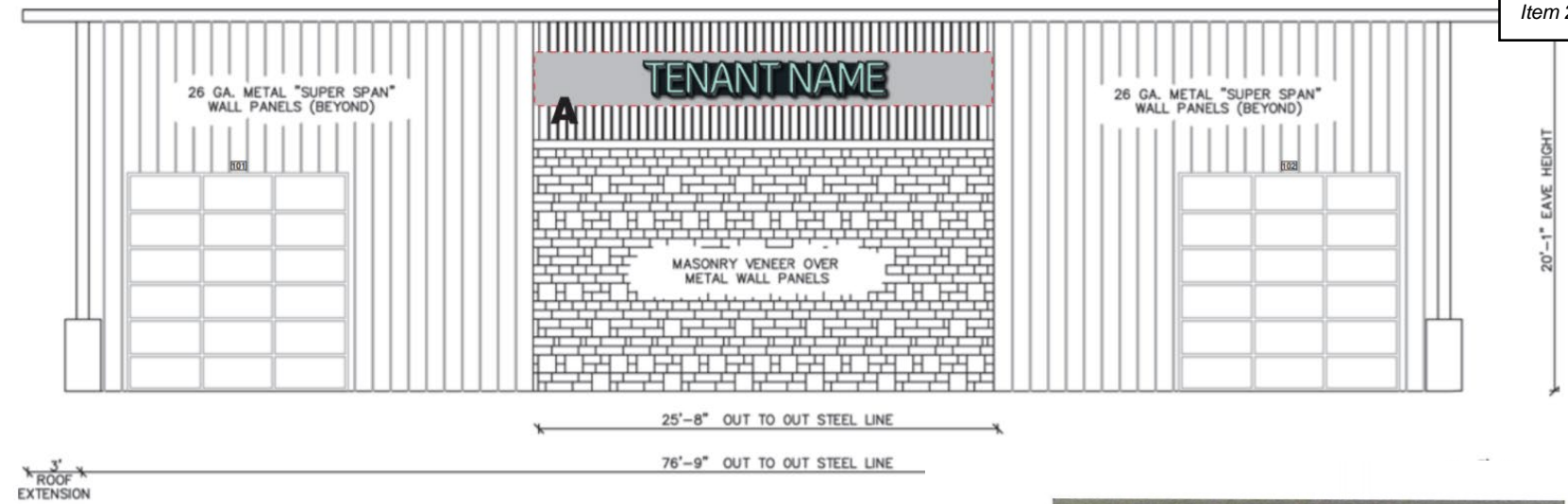
Sheet No:

A4.2

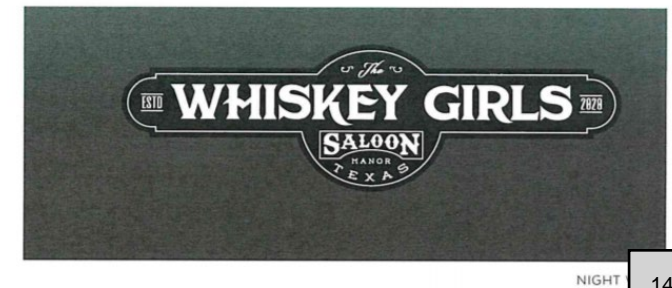
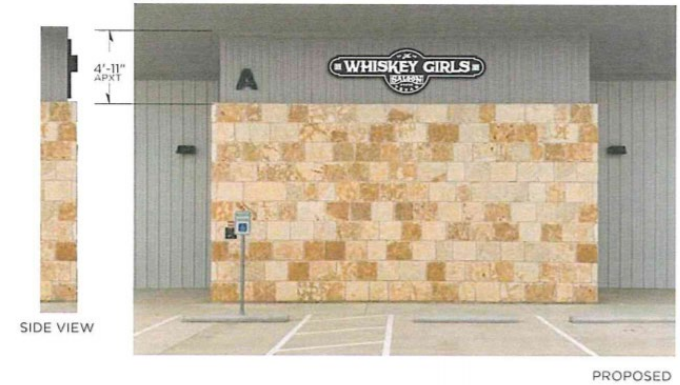
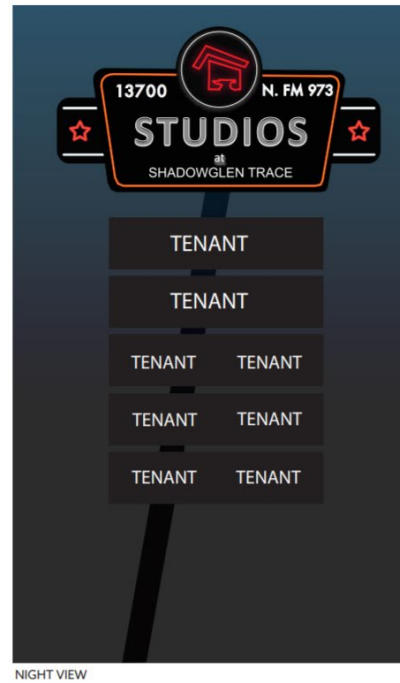
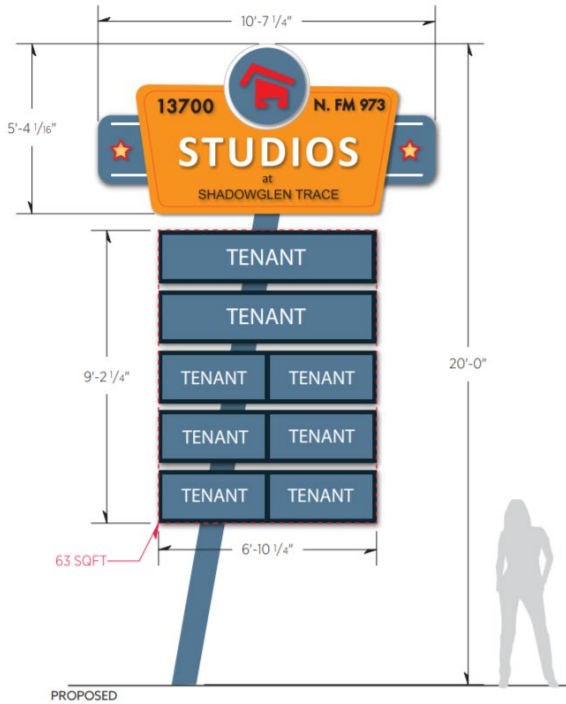
TYPE I - TYPICAL BUILDING
1ST & 2ND FLOOR PLANS

Sign Permits

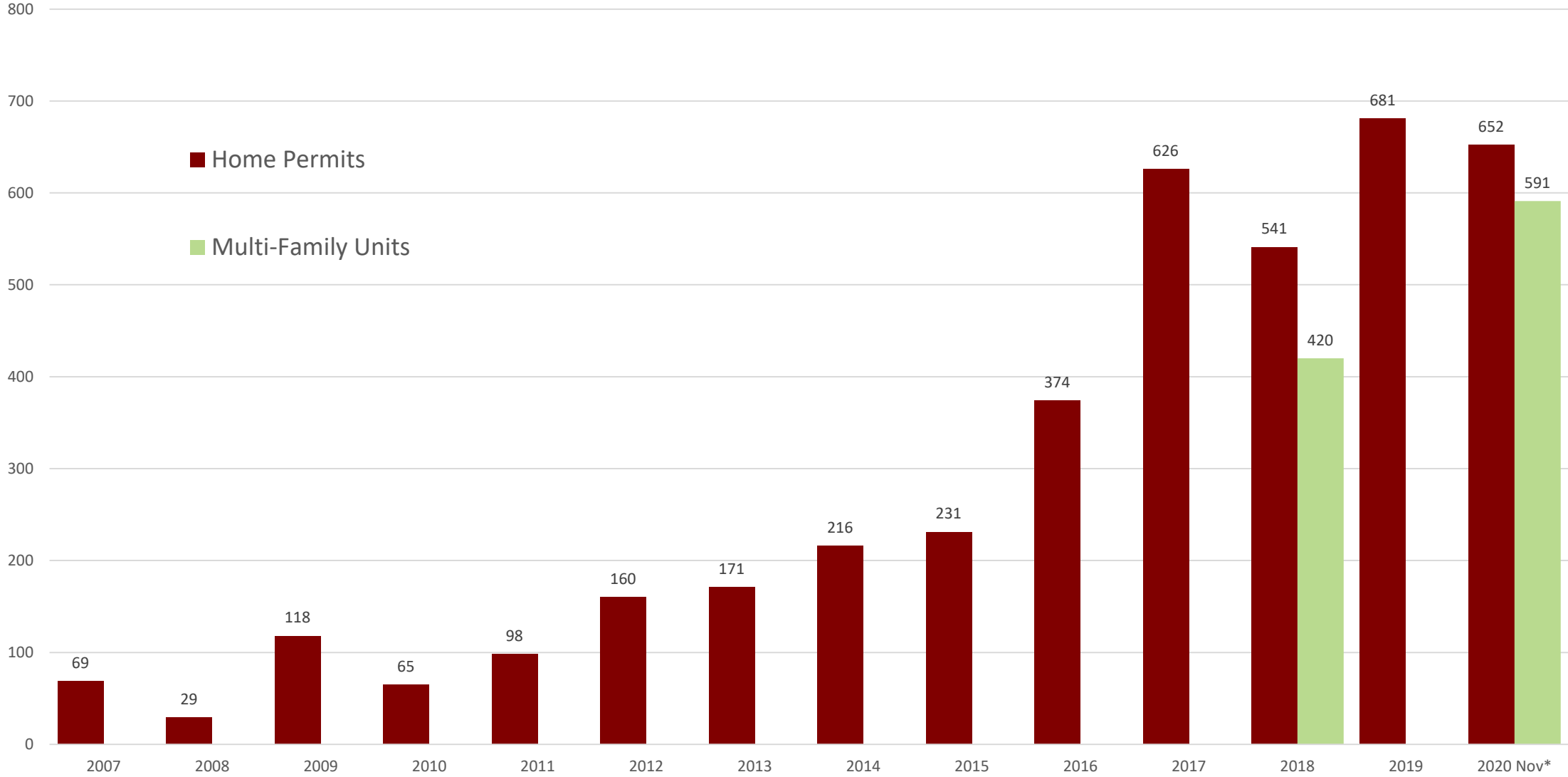
Item 2.



FRONT ELEVATION



New Home and Multi-Family Permits Issued by Calendar Year 2007 - 2020



Year	City of Manor			Shadowglen			Presidential Meadows		TOTAL		Yearly Change
	Households	MF Units	Population	Households	MF Units	Population	Households	Population	Households	Population	
2006	1,548	33	3,946	385		970	261	658	2,227	5,573	
2007	1,625	33	4,140	500		1,260	310	781	2,468	6,181	607
2008	1,630	33	4,152	599		1,509	360	907	2,622	6,569	388
2009	1,651	33	4,205	618		1,557	384	968	2,686	6,730	161
2010	1,735	33	5,037	641		1,615	384	968	2,793	7,620	890
2011	1,803	33	5,562	669		2,047	384	1,175	2,889	8,784	1,164
2012	1,878	33	5,791	724		2,215	384	1,175	3,019	9,182	398
2013	2,137	33	6,584	757		2,316	496	1,518	3,423	10,418	1,236
2014	2,306	33	7,246	760		2,373	496	1,549	3,595	11,169	751
2015	2,572	33	8,077	766		2,392	581	1,814	3,952	12,284	1,115
2016	2,794	33	8,770	787		2,458	776	2,423	4,390	13,651	1,368
2017	3,194	33	10,019	981		3,064	1,041	3,251	5,249	16,334	2,683
2018	3,583	33	11,234	1,122		3,504	1,041	3,251	5,779	17,989	1,655
2019	3,948	33	12,359	1,372	124	4,508	1,041	3,251	6,394	20,118	2,129
Nov-20	4,392	33	13,746	1,534	248	5,237	1,416	4,422	7,342	23,405	FIVE YR AVG 2015 - 2019 = 1,790

CITY LIMITS CHANGES	2000 pop.	1,204	2000/2010 diff.	3,833	2000 - 2010 % change	318%
	2010 pop.	5,037	2010/2019 diff.	7,322	2010 - 2019 % change	145%
	2030 pop. est.	21,309	2010/2030 diff. est.	16,272	2010 - 2030 % change est.	323%

CITY LIMITS, SHADOWGLEN, PRESIDENTIAL MEADOWS CHANGES	2000 pop.	1,204	2000/2010 diff.	6,416	2000 - 2010 % change	533%
	2010 pop.	7,620	2010/2019 diff.	12,498	2010 - 2019 % change	164%
	2030 pop. est.	35,394	2010/2030 diff. est.	27,774	2010 - 2030 % change est.	364%

CITY LIMITS AVERAGES	2010-2019	7,322
	year avg.	814
	month avg.	68
	day avg.	2.2

CITY LIMITS, SHADOWGLEN, PRES. MEADOWS AVERAGES	2010-2019	12,498
	year avg.	1,389
	month avg.	116
	day avg.	3.8

Notes: Shadowglen & Presidential Meadows are in the Manor ETJ. Certificates of Occupancy are issued in Shadowglen but not in Presidential Meadows so residential totals in Presidential Meadows are based on platted lots. Prior to 2010 the residential multiplier was 2.80, 2010-2013 the multiplier is 3.40, 2014 on is 3.47. Occupancy rate for all years is 90%. 2030 projections are based on simple linear equations with growth rates based on 2010-2019 estimates. Multi-family is averaged at 2 residents per unit. 33 of the total units are senior multi-family averaged at 1 resident per unit.

- Aiding residents and developers on development regulations and processes
- Code enforcement
- Review and amend city land development codes
- Development agreements
- Website updates / Social Media

Comprehensive Plan

Scope of Work

1. Infrastructure
2. Traffic/Transportation
3. Current and Future Land Use
4. 290 Corridor Plan, TOD Overlay District, Historic District Overlay
5. Facilities
6. Parks, Trails, Open Space
7. Economic Development and Downtown Revitalization Plan
8. Sustainability
9. Branding



CITY OF
MANOR

EST.  1872

TEXAS

REQUEST FOR PROPOSAL FOR COMPREHENSIVE PLAN

RFP # 2020-21

DUE DATE: OCTOBER 23, 2020 at 2:00 p.m. C.S.T

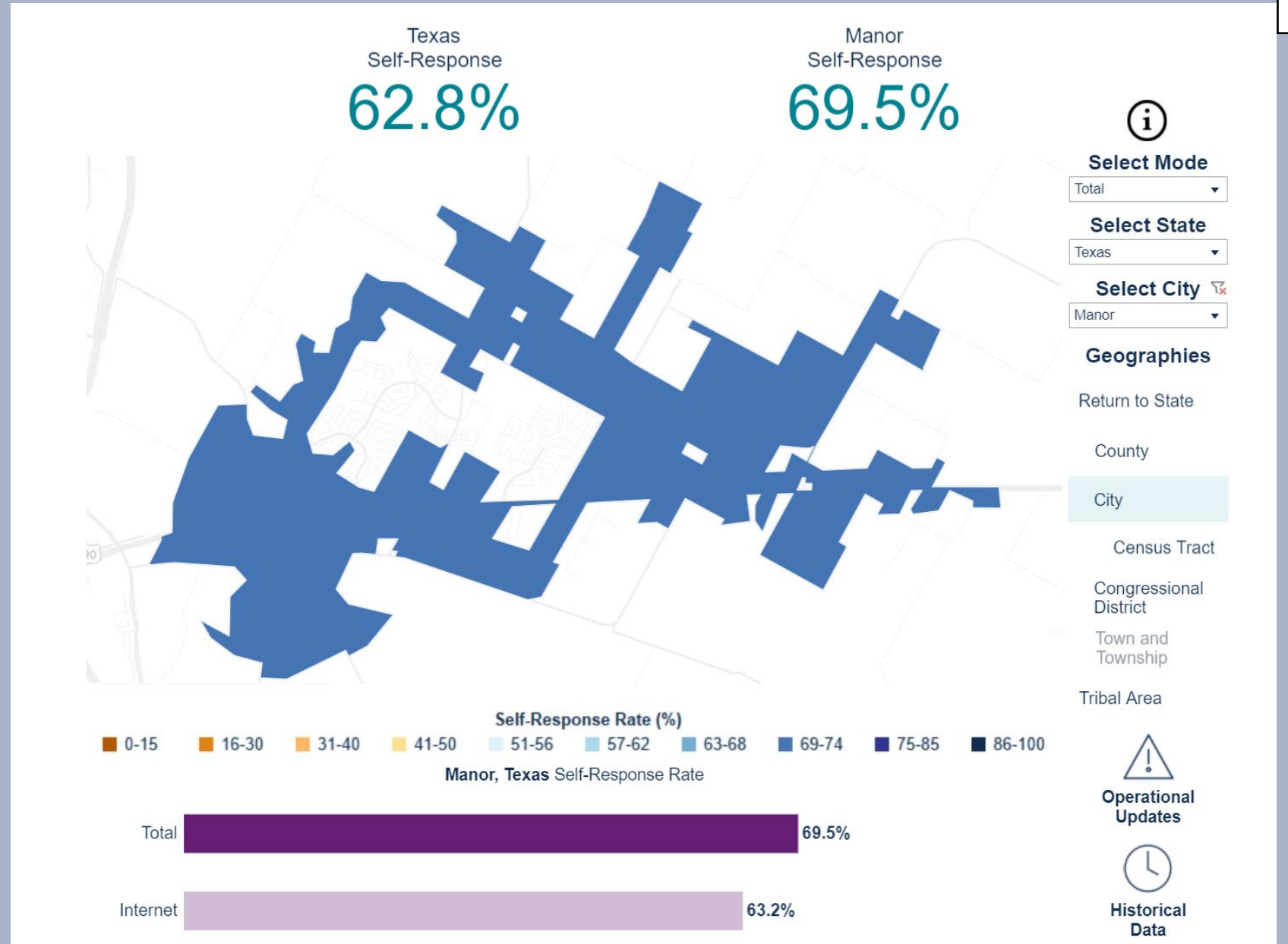
CITY OF MANOR, TEXAS
105 East Eggleston Street
Manor, TX 78653
(512) 272-5555 ext. 5
www.cityofmanor.org

Census

2010 Rate = 43.7%

25.8% Increase

Most Central Texas cities had a lower response rate compared to 2010. The handful of cities that did have increases in response rates over 2010 in Central TX, Manor was #1 and Hutto was #2 with an 8.50% increase.





Item 2.



Item 2.

Thank You!
Questions

Item 2.

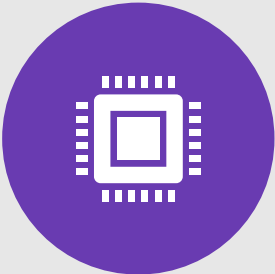


154

I.T. DEPARTMENT

A summation of duties, responsibilities and current goals.

What we do



The IT (Information Technology) department oversees the installation and maintenance of computer network systems, communication technology and digital storage within a company. Its primary function is to ensure that the network runs smoothly and securely.



We evaluate, install and trouble-shoot the proper hardware and software necessary to keep the network functioning properly.



Installation and maintenance of all communication systems including, cell phones, VOIP and email.



Maintenance of all desktop, laptop, tablets and other City owned electrical equipment. This includes, security systems, specialized police equipment and camera systems.

- The installation and maintenance of the City's Incode server/software. Incode is responsible for all the City's Court billing and records, Utility billing and records as well as City payroll.
- Tyler Technology RMS server/software which is used by our police department to document reports of all incidents, including traffic stops, domestic disputes and all other police calls. Because of the critical nature of the data stored by RMS, stringent security measures must be met by state and federal guidelines.
- WatchGuard camera systems and data storage. All police vehicles and officers are equipped with video surveillance equipment that records all incidents and then stores locally to be used for evidence.

A glimpse into some of our biggest responsibilities

Servers

Incode

RMS

Watchguard

City Communications

- Internet and phone service to all building locations.
- Wireless internet, cellphones and VOIP
- Fiber connection between buildings to allow for smooth and fast transfer of data.
- Network file sharing between departments and locations.
- Satellite connections with Federal government agencies for access to secure information system used by the Police.

Computer purchasing, maintenance and troubleshooting.



- Purchasing of computer hardware and lifecycle rotation of equipment throughout the city.
- Deployment of equipment including software installations, printer connections, troubleshooting and in case of hardware failure the replacement of said part or entire system.
- Scheduled Preventative Maintenance.
- Ensuring that each user has the equipment needed to make their job as easy to accomplish as possible and provide the greatest speed and efficiency to all tasks.

A Wide scope view of the City through I.T.

- Over 50 desktop phones
- 35 MDC's (Police Mobile Laptop)
- 90 Monitors
- 65 Desktop Computers
- 20 Laptop Computers
- 25 WatchGuard In-Car camera systems
- 28 WatchGuard Body cameras
- Over 200 Verizon Wireless devices
- Over 30 fleet management devices
- 9 Servers
- 12 Virtual Machines
- 8 Network Switches
- 2 Modems and routers
- Firewall systems at each location
- 7 Wireless AP's
- 11 Unique programs used throughout the City and departments
- City Wide Scada program and equipment

- With the success of the Fleet Management system for the police department we are starting the process of including all City vehicles into the program
- Implemented numerous new programs in response to Covid-19
- Moving WatchGuard to Cloud Storage in combination with O365
- Recently upgraded Incode to include TCM and TOPs
- Upgraded City phone system away from Samsung to the new One Talk system
- Finalized move of City Internet to Spectrum E-lan fiber connectivity
- Started a cloud backup program with Commvault
- Bring the new water treatment building online and network for City growth
- Look to the future and plan accordingly for the growth of the City and it's needs.

Current/Future goals and projects

The I.T. Department strives to be pro-active instead of reactive to help make sure the City stays ahead of current demands. We also have built our service model on being more readily available than past and commonly know I.T. Departments so we can build trust with users to better facilitate working relationships among city staff.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the November 2020 Departmental Reports.

BACKGROUND/SUMMARY:

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- November 2020 Department Monthly Reports

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve and accept the November 2020 Departmental Reports.

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



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 12/16/2020

November 2020

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1896	1993	4.8↓	Patrol Car Rental Last Month \$ 4372.50 YTD \$ 39,096.75
Average CFS per day	63.2	66.4	4.8↓	
Open Cases	15	20	25↓	
Charges Filed	37	57	35↓	
Alarm Responses	44	51	13.7↓	
Drug Cases	7	8	12.5↓	
Family Violence	30	16	87.5↑	
Arrests FEL/MISD	22FEL/15MISD	17FEL/40MISD	29.4Fel↑/62.5MISD↓	
Animal Control	30	19	57.8↑	
Traffic Accidents	29	44	34↓	
Impounds	43	115	62↓	
Victim Services Cases	55	51	7.8↑	
Total Victims Served	35	52	32↓	
DWI Arrests	13	14	7↓	
Traffic Violations	164	740	77.8↓	
Ordinance Violations	25	14	78.5↑	
Laboratory Submissions	13	5	160↑	

Notes:

*DNA- DATA NOT AVAILABLE

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

November 1-30, 2020

Description	Projects	Valuation	Fees	Detail
Commercial Sign	1	\$500.00	\$142.00	
Residential Deck/Patio	1	\$4,050.00	\$262.00	
Residential Electric	5	\$121,392.06	\$535.00	
Residential Foundation Repair	1	\$40,000.00	\$37.00	
Residential Irrigation	53	\$112,682.40	\$5,671.00	
Residential Mechanical-HVAC	1	\$6,977.00	\$107.00	
Residential New	11	\$3,113,576.70	\$45,203.60	
Residential Plumbing	3	\$2,600.00	\$321.00	
Residential Swimming Pool/Spa	2	\$134,749.00	\$649.00	
Right of Way	2	\$0.00	\$1,484.00	
Temporary Sign	2	\$0.00	\$249.00	
Totals	82	\$3,536,527.16	\$54,660.60	

Total Certificate of Occupancies Issued: 40

Total Inspections(Comm & Res): 1,561

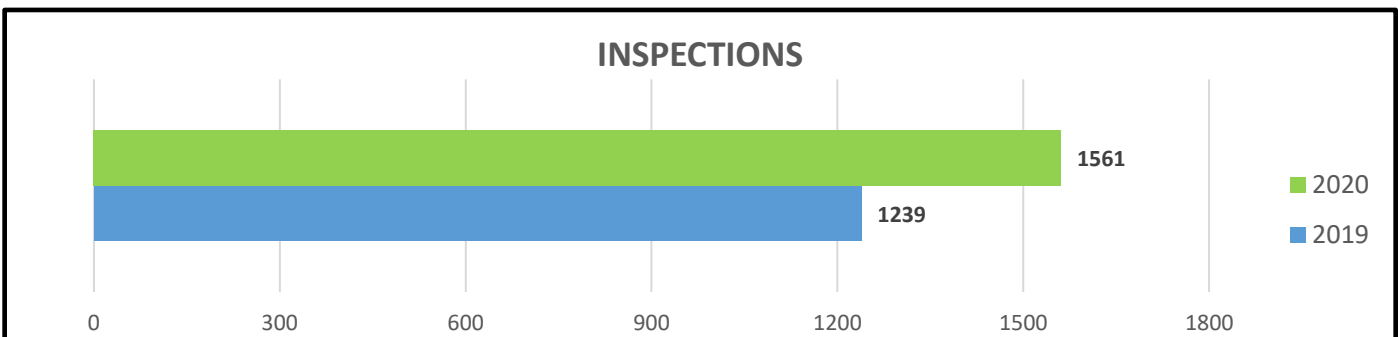
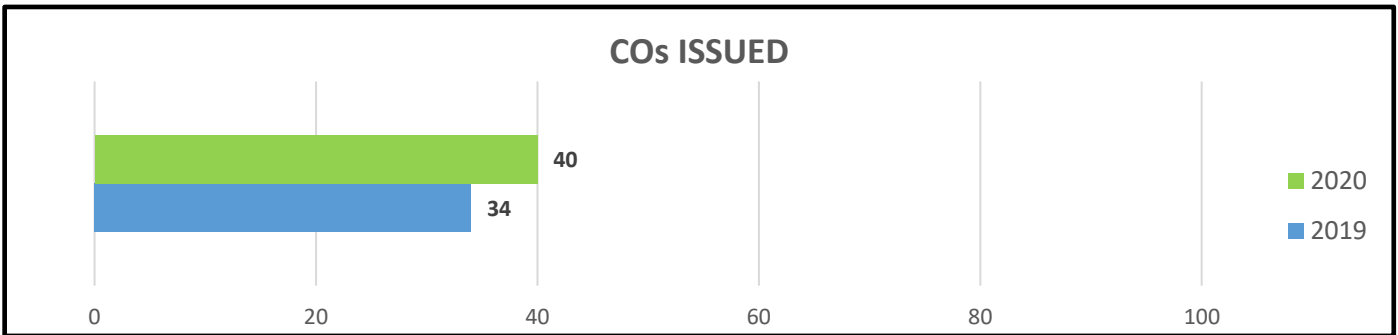
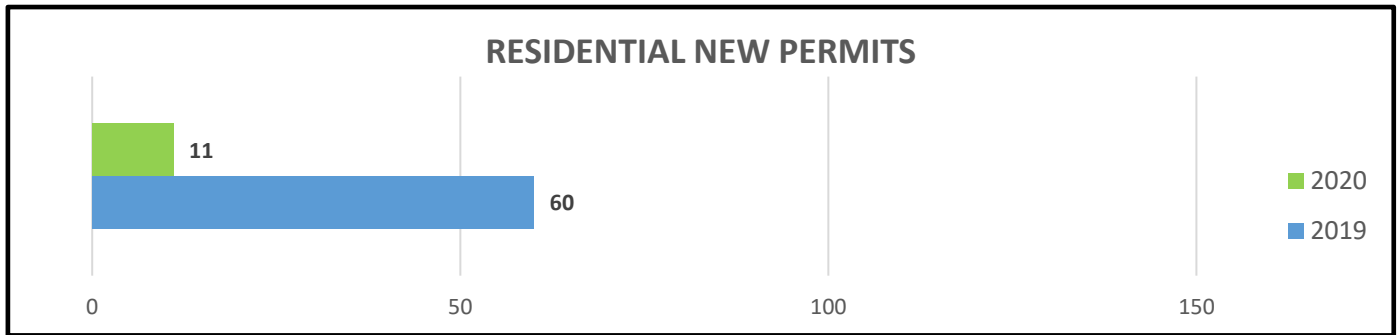
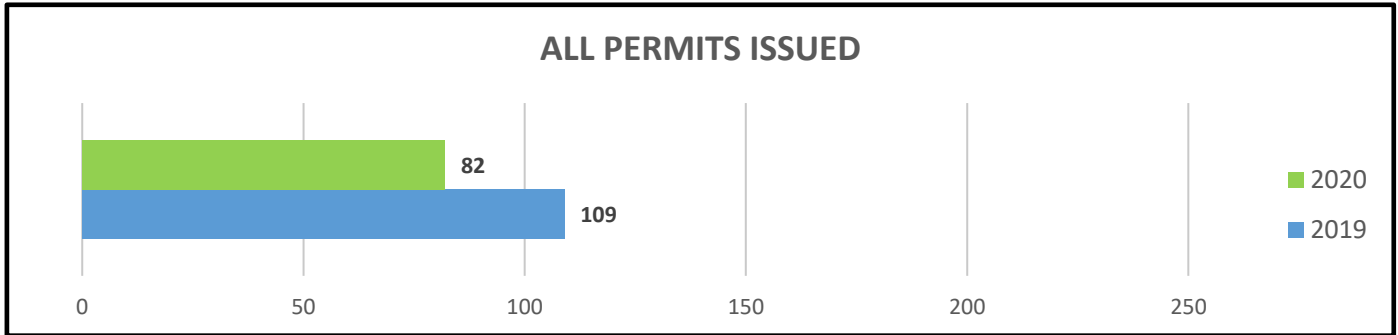
Tom Bolt, City Manager





November 2020

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: December 16, 2020
 RE: **November & December Monthly Reports**

COMMUNITY MEETINGS
 Chamber of Commerce December Meeting

BUSINESS CONTACTS/VISITS

I made thirty (30) business contacts/visits for the months of November and December.

EVENTS

“Shop Small” “Shop Local” Campaign

The campaign started on Sunday, November 1, 2020 and ran through Monday, November 30, 2020 and I ordered 4,000 tickets to start the campaign. For every \$20.00 a customer spends in a participating business, they will have a sign on their door, you get the chance to enter a ticket into a drawing for the chance to win \$1,000.00 in gift cards. The drawing will be Friday, December 4, 2020 at 4:00 pm at City Hall. We held the drawing and the winner was Margaux Newton from Pflugerville and she got her ticket from Good Luck Grill!

The exciting news is that we had eighteen small businesses participate. The businesses sold 3,624 tickets out of 4,000. A huge shout out to our small businesses! So, at \$20.00 per ticket that is an economic impact in Manor of \$72,480.00 in one month! Thank you to Libation Station, Maxine’s Gumbo House, Double Dave’s Pizzaworks, Ramos Restaurant & Sports Bar, Café 290, Duett’s Tires, Texas Traditional Barbecue, Manor Party Rental, Bud-ee’s Smoke & Vape, Brain Freeze, Leal’s Tires, Genell Sew Boutique, Jay Jaquoi Visutals, That Taco Stand, Tamale Addiction, IWayne’s Caribbean Kitchen, Golden Beijing and Good Luck Grill. I know that I can’t wait for next year! Thank you again everyone for supporting our small businesses here in Manor.



MEMO

Leadership Manor Class #1 – History & Art Day

November 17, 2020 – History & Art Day – The class was led by Tom Bolt, Dory West and Wayne Schneider.

The following topics were presented by the team:

- Historical Society Overview
- History of Manor from Beginning to Present
- Manor Arts Council Overview

Leadership Manor Committee Meeting (ZOOM) – Wednesday, December 9, 2020 - Committee meeting regarding the survey.

Leadership Manor Class Monthly Meeting (ZOOM) – Thursday, December 10, 2020 – Monthly meeting.

MANORPALOOZA 2021 – MAY 7 & 8, 2021

ManorPalooza planning has started and moving forward.

I have been working on food and arts & craft vendors for the event.

Food Vendors contacted:

- Brain Freeze of Texas – Manor – They serve ice cream and more
- That Taco Stand – Manor – Tacos and more
- Tamale Addiction – Manor – Tamales
- Scrumbscious Pieshakes - Forney – Burgers, pieshakes, fried pies, fries and more
- Stuffed Wings – Houston –
- Urban Cowboy Southern Fusion – Austin –
- Euro Pizza – Bastrop –
- Korean Kravings – Killeen –
- Krab Kingz – Pflugerville –
- Family Fun Concession – Iowa -

Arts & Craft Vendors contacted:

- Revinished – Texas State Fair – Denton - Home décor
- A Spice Above Texas – San Antonio Rodeo – Indiana – Gourmet Dips
- Agave Sky Boots – San Antonio Rodeo – Round Top – Boots and more
- 3 Sassy Chicks Boutique – Sant Antonio Rodeo – San Antonio - Clothes and more
- Black Rifle Coffee Company – San Antonio Rodeo – Coffee and more



MEMO

3 Barrels Up – San Antonio Rodeo – Arizona - Hats
 Eko Deko – Texas State Fair – Home décor and wood products
 Reecil – Texas State Fair – Greeting cards
 Rickey’s Jerky – San Antonio Rodeo – Jerky and more
 Tiny Herd Boutique – San Antonio Rodeo – Clothes for young children
 Caramel Kitchen – San Antonio Rodeo – Idaho – Caramel sauce

OTHER DUTIES

CivStart Bi-Weekly ZOOM Meetings – These meetings are attended by the CivStart team, Tom Bolt, Mayor Wallace and me.

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

NLC CIE Commitment – the National League of Cities (NLC) City Innovation Ecosystems (CIE) Program is a partnership with Schmidt Futures and the Ewing Marion Kauffman Foundation that asks city leaders to commit to creating the right policies, program, and practices to ensure their communities can thrive in the global, innovation-driven economy.

By committing to work with CivStart, the NLC CIE program will cover the costs associated with CivStart’s regular one-on-one work to help a city 1) identify core challenges with internal city processes or facing the city’s communities; 2) Identify and get potential innovative, cost-effective startups solutions to meet those challenges; and 3) Deploy and help project manage free or low-coast pilot programs to meet those challenges, as proof-of-concepts toward fuller-scale procurement.

City Council/Community Leader Retreat – The retreat was held on Saturday, December 5, 2020 from 9:00am – 4:00pm.

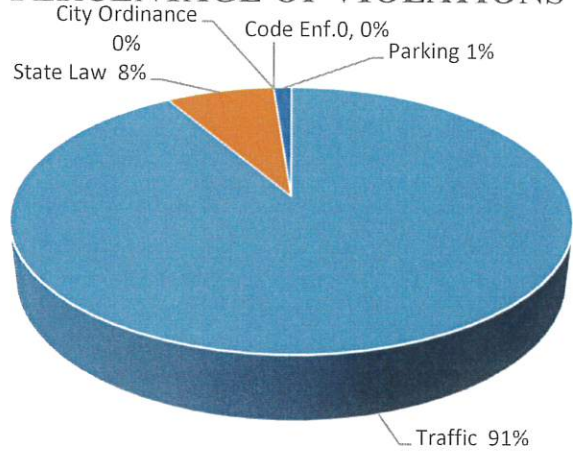
Texas Downtown Association Education and Outreach Committee (ZOOM) – The committee met on Tuesday, December 8, 2020, to start planning our roundtables and webinars for 2021.

City Council Meeting (ZOOM) – Attended the City Council meeting on Wednesday, December 16, 2020.

City of Manor Municipal Court NOVEMBER 2020

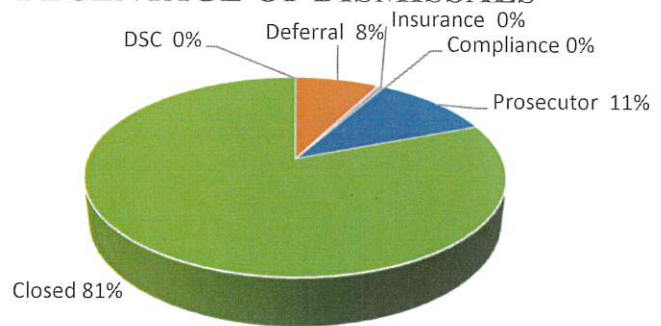
Violations Filed	Nov-20	Nov-19
Traffic	74	360
State Law	6	38
City Ordinance	0	29
Code Enforcement	0	2
Parking	1	8
Total	81	437

PERCENTAGE OF VIOLATIONS



Dismissals	Nov-20	Nov-19
DSC	0	23
Deferral	12	30
Insurance	1	1
Compliance	0	9
Prosecutor	17	23
Closed	127	298
Total	157	384

PERCENTAGE OF DISMISSALS



Warrants	Nov-20	Nov-19
Arrest Warrants	0	96
Capias Pro Fine	0	36
Total	0	132

PERCENTAGE OF WARRANTS



Money Collected in November 2020

Kept By City	\$22,267.75
kept By State	\$10,281.61
Total	\$32,549.36

Money Collected in November 2019

Kept By City	\$36,807.58
Kept By State	\$20,205.09
Total	\$57,012.67



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: December 16, 2020
RE: November Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In the month of November 19% of the water we supplied to our residents was from our wells, and we purchased 81% from EPCOR and Manville WSC. In November, the estimated population of residents in the City of Manor is 15,163. Estimated population for ShadowGlen is 4,472 residents.

Subdivision Inspections

- Street Inspections- 7
- Water Inspections- 3
- Wastewater Inspections- 1

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
DECEMBER 2020

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	sludge processing/ancillary equipment and building finish out ongoing	93%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase	Creekside Lift Station improvements, Carrie Manor Lift Station	Creekside lift station underground piping, drive and fencing complete; Carrie Manor lift station license agreement under review	18%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Line installed and functioning, SCADA improvements being finalized.	95%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Plans complete, project to be bid in 2021	Design/Bidding Phase
Park Bathroom	Public restroom for Timmerman Park	Project to be rebid in January of 2021 to elicit more bids	Bidding Phase
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Project awarded in November, working on contract documents, insurance and bidding	Award Phase
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Easement acquisition ongoing, plans 95%	Design Phase
US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Easement acquisition ongoing, plans 95%	Design Phase
FM 973 Water and Wastewater Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Project on hold per developer	Design Phase
Burnet/Parsons Gravity Main	12" gravity wastewater main	Project to be rebid in January of 2021 to elicit more bids	Bidding Phase

Streets and Parks Monthly Report November 2020

Daily Duties and Projects 11-1-2020 / 11-30-2020

- Trimmed trees hanging low in roadway on Ring Dr.
- Cleaned up Illegal dumping Bell Farms in drainage easement.
- Trimming trees in Bell Farms drainage easement.
- Drainage work at Timmermann Park near Pavilion
- Repaired potholes at Gregg St, Llano, Wheeler @ Lexington, LaGrange @ Eggleston, S. Bastrop, Per Lange Pass @ Andrew Jackson St, E. Rector to Burnet, Wedding Dr, Suncrest RD, S. Burnet, E. Murray Ave, Athens @ Lapoynor St, N. Caldwell @ Eggleston St, E. Boyce St, E. Eggleston near RR tracks, S. Lampasas ST. near tracks, Abrahamson Rd, Bois-D-Arc Rd, N Bastrop
- Planted 15 trees for Arbor Day in Timmermann Park.
- Repaired and replaced Dead End Barricade signage on Tinker St.
- Replaced faded Stop signs at Hamilton Point @ Blake Manor, Hamilton Point @ Jaron Dr., E Brenham @ S. Bastrop St. both sides of roadway, Brenham St. @ Athens St., Bastrop St. @ Dimmit St., Bastrop St. @ Wild Horse
- Setup Christmas lights @ City Hall, Jennie Lane, Art Park
- Irrigation repairs at Timmermann Park.
- Placed Rye grass seed at PD, City Hall, Jennie Ln, Art Park, Timmermann Park
- Installed No Dumping signs on Old Kimbro Rd
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Thursday/Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

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

Presidential Heights Phase 3 – homes are still being built.

Presidential Heights Phase 4- homes are complete.

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

Presidential Heights Phase 5 – Homes are being built.

Stonewater North Phase 2- Homes are being built.

Stonewater North Phase 3- Homes are almost completed.

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

Lagos Phase 2- Contractor in development process.

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

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

Manor Commons Apartments – still in building process.

Ring Drive – 1year walkthrough has been done, contractor in process of repairs.

Manor Heights – Phase I Sec. 1&2 Contractor in development process.

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

Grass Dale Manor Apartment - is in development process and building process.

Manor Grand Apartments - is in development process.

Prose Manor Commons Apartments – is in development process.

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Water Monthly Report November 2020

For the month of November, the Water Department had 22 service calls, 8 repair jobs, and 3 maintenance jobs, and 3 Inspections.

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

Repairs

16221 Hamilton Point - replaced broken angle stop 1 x 5/8 by FZ,CD,JB 11-2-20.

11816 Navasota - replaced broken angle stop 1 x 5/8 by FZ,CD,JB 11-2-20.

308 E Browning St.-installed flush valve on the dead end main 300 BLK West Browning by FZ,CD,AM 11-5-20.

106 East Burton - replaced a Broken/Leaking curb stop by FZ,AM,AB 11-5-20.

Well number 3 on Gilbert Rd - pulled pump and casing for repairs Jergenson pump and well service will repair pump by JT 11-6-20.

Well Number 3 - pump and casing were drooped back in and Well 3 is back in operation by Jergensen pump and well services JT 11-13-20.

12836 US 290-repaired a 2" main break sch 80 pvc cut out a ten-foot section of pipe by FZ,AM 11-16-20.

Parsons and San Marcos St. - repaired a 3/4 service main break by FZ,AB,AM.

16704 Trevin Cove - replaced broken curb stop by FZ,AM.

Maintenance

308 East Browning St. - called locates so we can install a flush point on dead end main when locates have been marked by JT,JB 11-2-20.

Aqua Tech Lab - took 5 first set of 5 Bac T samples dropped off at Aqua Tech lab by DD,AB 11-3-20.

Aqua Tech Lab - took 5 second set of 5 Bac T samples dropped off at Aqua Tech lab by DD,AB 11-17-20.

Education

Christopher Deal - took Grade c Distribution exam - passed exam on 11-6-20.

John Blomberg - took Grade D exam passed exam on 11-6-20.

Inspections

Manor Heights - raising of castings to grade by JL Gray by JT 11-6-20.

Manor Heights PH2 SEC1 - JL Gray started laying water main and services on 11-12-20 by JT,DD.

Lagos Phase 2 - preconstruction meeting with JT,LZ,PG and JL Gray 11-17-20.

November 2020 Wastewater Log

For the month of November, the Wastewater Department had 3 service calls, 8 repair jobs, 3 maintenance jobs and 1 inspection.

Service Calls

18124 Topsail -sewer clog - jetted city side service and cleared notified customer also called locates to repair where city side meets customer side by RM 11-5-20.
 802 North Bastrop - sewer clog - jetted city side and cleared by FZ,DD 11-30-20.
 19205 Jonah Lee - sewer clog - clog was on customer side notified customer by FZ,DD 11-20-20.

Repairs

11402 Lapoynor- made repairs where city side meets customer side and installed new cleanout cap and lid by FZ,CD,AM 11-2-20.
 18124 Topsail - called locates to repair where city side meets customer side by RM 11-5-20.
 18124 Topsail- made repairs where city side meets customer side and installed new cleanout cap and lid by FZ,CD,AM 11-9-20.
 Bell Farms Lift station -repaired bad ultra-sonic transducer in Bell Farms Lift station by JT 11-13-20.
 802 North Bastrop- replaced broken clean out cap and lid by DD,JB 11-30-20.
 210 East Browning - sewer clog - clog was on customer side notified customer by FZ,DD 11-17-20.
 12633 Bella Parkway - customer wanted to know if they needed permit to dig up their service line notified customer to call city hall for permit by FZ,DD.
 19317 WT Gallaway - cleanout lid was broken on customer side notified customer by DD 11-24-20.

Maintenance

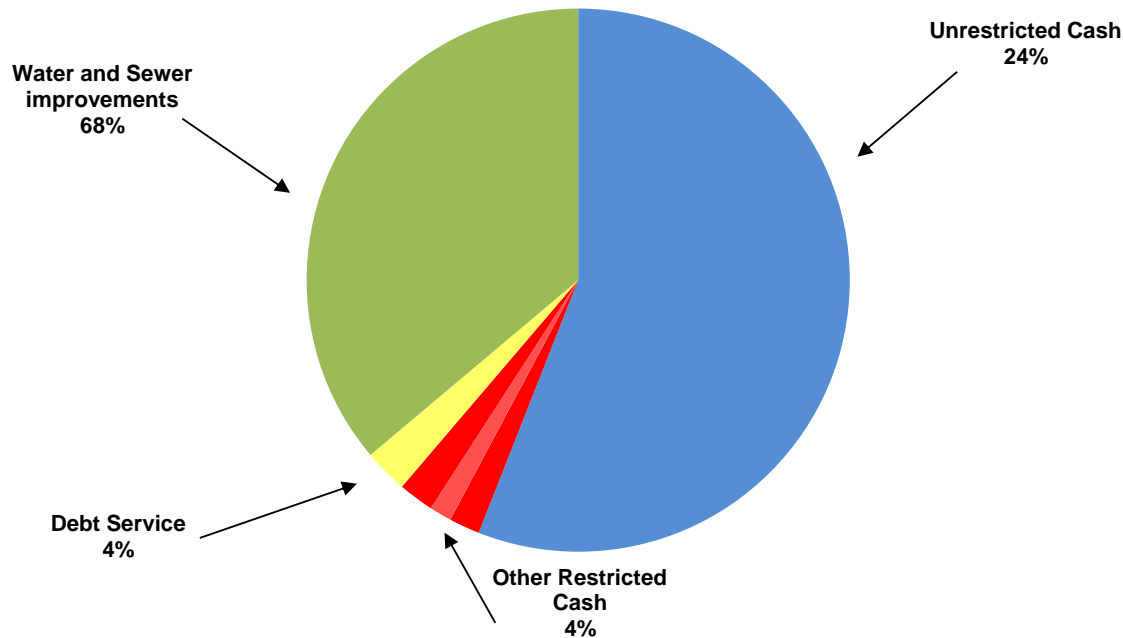
Hwy 290 East Northside of HWY 290 from Greenbury subdivision entrance to FM 973 - weed eat around manholes and straiten manhole signs by FZ,AM,CD 11-4-20.
 YSI pro dissolved oxygen meter -shipped off by Fed EX to USA bluebook for repairs by JT 11-12-20.
 Bell Farms Lift Station - installed spare Telemetry control unit and sent off TCU unit to data flow systems for the repair the display screen is blank by JT 11-17-20.

Inspections

Manor Heights phase 1 end of Andrew Johnson St. - force main start up meeting on 11-3-20 with city engineer Pauline Gray and JL Gray Construction by JT 11-3-20.

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of November, 2020**

	<u>GENERAL FUND</u>	<u>UTILITY FUND</u>	<u>DEBT SERVICE FUND</u>	<u>SPECIAL REVENUE FUNDS</u>	<u>CAPITAL PROJECTS FUND</u>	<u>TOTAL</u>
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	\$ 9,922,647	\$ 8,537,478			\$ -	\$ 18,460,125
Restricted:						
Tourism				607,270		607,270
Court security and technology	2,183					2,183
Rose Hill PID				434,207		434,207
Customer Deposits		696,533				696,533
Park	8,931					8,931
Debt service			855,536			855,536
Capital Projects						
Water and sewer improvements		798,075		11,119,170		11,917,244
TOTAL CASH AND INVESTMENTS	<u>\$ 9,933,761</u>	<u>\$ 10,032,086</u>	<u>\$ 855,536</u>	<u>\$ 12,160,647</u>	<u>\$ -</u>	<u>\$ 32,982,030</u>



Overview of funds:
 \$180,749.02 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14, Zoning, of the Manor Code of Ordinances of the City of Manor, Texas by providing for the amendment of definitions; residential land uses, and land use conditions; modifying general development regulations for two-family, townhome, and multi-family districts; amending non-residential and mixed-use districts land uses, amending non-residential and mixed-use districts conditions; amending development standards for outdoor storage and display, single family detached and two-family; and amending planned unit development procedures.

BACKGROUND/SUMMARY:

See backup for details on changes
P&Z voted 5-0 to recommend approval.

LEGAL REVIEW: Yes, to form
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Zoning changes
- Ordinance

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the first reading of an ordinance as set forth in the caption above.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

Section 14.01.008 – Definitions

Child care center (~~intermediate~~) means a facility other than the residence of the director, owner, or operator of the facility (~~including nonresidential structures~~) which provides custodial care and supervision for less than 24 hours a day to children under 14 years of age ~~for between seven and 12 children~~, excluding foster and group homes. ~~The facility must contain a minimum 150 square feet of floor area for each child.~~

- Rationale: We have 2 definitions for Child Care Center; (intermediate) and (large) with them being substantially similar except (intermediate) limited the operation to between 7 and 12 children. They we both permitted in the same zoning districts so having have 2 types of Child Care Centers was not necessary. This modification removes (intermediate) and renames (large) to just Child Care Center and removes the limits on the number of children. Those numbers are governed by State licensing requirements.

Community Garden means a single piece of land gardened and maintained collectively by a group of people. Community gardens utilize either individual or shared plots on private or public and while producing fruit, vegetables, and/or plants grown for their attractive appearance.

- Rationale: A resident had expressed an interest in starting a community garden, but our code did not provide a clear way to do that. This adds the definition and its use if further refined in later sections.

Florist means an establishment for the sale of flowers, ornamental plants and related supplies.

Garden Center means a retail operation where plants are propagated and grown to a desired age and sold to the general public along with related products. This use excludes wholesale production and distribution.

- Rationale: The addition of Florist and Garden Center go together. Our previous references to Florist in our code was a hybrid of a florist shop and a garden center depending on the zone it was located in. In Neighborhood Business and Light Commercial greenhouses were prohibited, while they were permitted in Medium and Heavy Commercial so essentially only a “florist” would locate in NB and C-1, while a florist similar to a garden center could locate in C-2 and C-3. This modification clarifies what a Florist is vs what a Garden Center as well as further refining those uses in later sections.

Privacy fence means a construction, ~~not considered a structure~~, which is designed for screening or enclosing and constructed of wood or masonry or a combination thereof at least six feet in height. ~~Fences placed in or over any easement or right-of-way shall be considered a structure.~~

- This change in the Privacy Fence better aligns the definition with our Subdivision Code that stipulates structures are not permitted in easements or rights-of-way unless they are necessary for the function of the easement or ROW so this change clarifies that a fence in an easement or ROW is a structure.

Section 14.02.005 – Residential Land Use Table

- (a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within that zoning district. In the event that a use is not listed or classification is otherwise required, the Development Services Director shall classify the use.
1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
 2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.006 of this Division.
 3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
 4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.006, unless modified by the Specific Use Permit.

Change 14.02.005(a) to 14.02.005(b)

Change 14.02.005(b) to 14.02.005(c)

- Rationale: Section (a) clarifies what the letter designations in our Residential Land Use Table mean; P = permitted, C = conditions, and S = specific use permit required. The current sections (a) and (b) are changed to (b) and (c).

Child Care Center (small) “C/S” in A, SF-E, SF-1, SF-2, TF, TH

- Rationale: Child Care Center (small) is a home-based daycare. It previously was only mentioned in the definitions section, so this adds it to the list of non-residential uses in residential districts. The requirements to operate one and the need for a specific use permit are unchanged.

Community Garden “C” in A, SF-E, SF-1, SF-2, TF, TH

- This adds Community Gardens as a permitted with conditions use to certain residential districts. The conditions are added in a later section. This would allow residents or an HOA to establish a community garden in their neighborhood without having to rezone the property.

Section 14.02.006 Residential land use conditions table

Agriculture – add Sales of agricultural products are prohibited from the property except sales in compliance with Texas Health and Safety Code Chapter 437

- This adds to the existing conditions for an agricultural operation on residential zoned property that sales of the products are prohibited unless allowed by State law. That State law reference is for Cottage Foods like baked goods that don't require time and temperature controls and can be manufactured and sold from a home-based business.

Child Care Center (small) - Maximum 6 children at any one time, including the operator's natural or adopted children under the age of 14, Minimum 150 square feet of floor area for each child, excluding storage areas, bathrooms, and other areas as determined by the director of development services

- This adds the conditions under which a home-based daycare be established (a specific use permit would also be required, and that SUP could modify these conditions).

Community Garden – Limited to 1 acre, Not permitted on a property with a dwelling unit, Sales of agricultural products are prohibited except from property zoned Agricultural

- This adds the conditions to a Community Garden that is established in a residential zoning district.

Section 14.02.007 Residential Development Standards

TH – Interior side setback: 0' attached, ~~15' detached~~ 10' detached

Exterior side setback to residential (4): ~~10'-0'~~ attached, 5' detached, ~~25'-15'~~ common lot

Rear setback to residential (4): 20', (15') common lot

Rear setback to non-residential (4): 25', (15') common lot

Maximum dwelling units: 1/single lot, 12/acre (common lot)

Maximum units per structure: 1 single lot, 6 (common lot)

MF-1: Front setback: 20', (15')

Streetside setback: 15', (15')

- Rationale: The setback standards for Townhome district, interior and exterior side, were incorrect and would not have produced the intended product. This clarifies and allows for the types of Townhome developments typically constructed. The Maximum Dwelling Units were also clarified to include that if single lots are platted that only 1 dwelling unit is allowed per lot and the Maximum units per structure is 1 on a single and 6 on a common lot.
- The modifications to MF-15 add streetscape yards (landscaping requirements)

Section 14.02.017 – Non-Residential and Mixed-Use District Land Use Table

- (a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within that zoning district. In the event that a

use is not listed or classification is otherwise required, the Development Services Director shall classify the use.

1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.018 of this Division.
3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.018, unless modified by the Specific Use Permit.

Change 14.02.017(a) to 14.02.017(b)

Change 14.02.017(b) to 14.02.017(c)

- Rationale: Section (a) clarifies what the letter designations in our Non-Residential Land Use Table mean; P = permitted, C = conditions, and S = specific use permit required. The current sections (a) and (b) are changed to (b) and (c).

Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts

Child Care Center (large) is replaced with Child Care Center

Community Garden “C” in OS, I-1, I-2, NB, DB, C-1

Game Rooms “C/S” in C-1, C-2, C-3, ~~IN-2~~

Pawnshop ~~“C/S”~~ “C” in C-2, C-3, IN-1

Pet Store “C” in NB, DB, C-1, C-2, C-3.

Semi-permanent food establishment “C” in C-1, C-2, C-3

- Rationale:
 - Child Care Center (large) name is just replaced with Child Care Center.
 - Community Garden is added a permitted use with conditions in Open Space, Institutional (small), Institutional (large), Neighborhood Business, Downtown Business, and Light Commercial. Conditions are added in a later section
 - Game Rooms are clarified to match what is in the Game Rooms Ordinance so they are permitted with conditions and specific use permits in Light Commercial but removed as a use in Light Industrial
 - Pawnshops used to required a specific use permit as well as have conditions on the use but State law does not allow a city to require a Pawnshops to have to

obtain specific use permits. The conditions on the use remain, like distance from other pawnshops, schools, and churches.

- Pet Stores were a defined use but not included in the list of permitted uses, so this adds them in Neighborhood Business, Downtown Business, Light, Medium and Heavy Commercial. Conditions on the use are added in a later section.
- Semi-permanent food establishments (food trucks) were not included in the list of permitted uses so this adds them in Light, Medium, and Heavy Commercial. Conditions on the use are added in a later section.

Section 14.02.018 Non-Residential and Mixed-Use District Conditions.

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

- Rationale: This change removes the strict requirements for what uses are allowed to have outdoor components and allows the Director of Development Services to determine the appropriateness. This change was mostly driven by the addition of Garden Centers as a permitted with conditions use in Light Commercial and the normal operations of that use include outdoor display/storage of plants and associated materials so rather than continually add what uses can have outdoor uses this change allows the Director to determine the appropriateness.

Section 14.02.019 Non-residential and mixed-use land use conditions

Community Garden – Limited to 1 acre, Can be a principle or accessory use, Sales of agricultural products are prohibited except from property with a temporary food establishment permit under Section 14.02.048(a)(1) or Section 14.02.048(a)(6)

Florist – ~~In neighborhood business (NB), downtown business (DB), and light commercial (C-1) greenhouses are prohibited, The area containing the plants and other accessory materials or products, e.g. soil, mulch, sod, pots and containers, etc., is enclosed within a fenced area, Stacked materials do not exceed the height of a screening fence, Where permitted, greenhouses are placed to the rear of the property.~~

Garden Center - The area containing accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. is screened from view of adjacent rights-of-way and properties by a fenced enclosure, Stacked materials do not exceed the height of a screen fence.

Pet Store – Sales of any animal, domestic or otherwise, requires a Commercial Sales Permit under Section 2.03.006

Semi-permanent food establishment – see Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events and Outdoor Sales

- Rationale: These are the conditions on the uses that were added or modified in the previous sections in Non-residential districts.
 - Community Gardens allow the sale of agricultural products when a temporary use permit is granted for the sale of seasonal products or a farmers market permit.
 - Florist conditions are modified to just exclude greenhouses
 - Garden Center – the conditions that used to be on florists are moved to Garden Centers, but not the provision about where greenhouses are located
 - Pet Stores – added so concurrence with our Animal Control ordinance is adhered to
 - Semi-permanent food establishment – added so concurrence with our Vendor/Peddler ordinance is adhered to

Section 14.02.049(c) – Outdoor Storage and Display

(c) *Outdoor Display.* Outdoor display is the display of items actively for sale and shall adhere to the following standards:

- (1) Outdoor display of merchandise shall not occupy any required parking spaces, landscape area, pedestrian accessibility or fire lane.
- (2) Outdoor display shall not extend into public right-of-way or onto adjacent property and must be kept within 15 feet of the principle structure. This distance requirement does not apply to [vehicle rental or garden centers](#).
- (3) Outdoor display shall be displayed in a neat and orderly manner and maintained in a clean, litter free manner.
- (4) Outdoor display may not be located on the roof of any structure.

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

(A) Outdoor home accessory sales are exempt from this requirement

(B) Passenger vehicle rental. Outdoor display of passenger vehicles for rent is exempt from this requirement. This does not include vehicles used for moving.

(C) Moving vehicle rental. Rental of vehicles used for moving goods, personal or commercial, are limited to a maximum of eight parking spaces.

(D) Garden Centers are exempt from this requirement.

(6) All sales of such merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.

(7) The maximum height of merchandise shall not exceed four feet except for vehicle rental and garden centers where retail plants can be displayed above four feet.

(8) Outdoor display is not required to be screened except accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. associated with a garden center.

(9) Automotive parts and accessories shall not remain outdoors for more than 12 consecutive hours or will otherwise be required to follow the standards for outdoor storage.

- Rationale: This changes to the outdoor display and storage are meant to allow for Garden Center uses in the ways they traditionally operate their businesses with much of the product being in outdoor or partially covered areas.

Section 14.02.061(b)(1) Single Family Detached and Two-Family

(D) The principle dwelling shall have at least a fully enclosed two car garage. The garage may be attached or detached.

(i) New housing development must avoid front elevations resulting in a streetscape dominated by the sight of garage doors.

(ii) ~~A front-loading garage, or the area including the garage door and four feet around the garage door, whichever is wider, may occupy no more than 50 percent of the house linear frontage, and may protrude no more than six feet from the longest front wall.~~ A front-loading garage, or the area including the garage door and four feet around the garage door, may protrude no more than six feet from the longest front wall.

(iii) A front-loading garage, or the area including the garage door and four feet around the garage door, whichever is wider, may occupy no more than 65 percent

of the house linear frontage. Garage door areas that occupy 50 percent or less shall include one element from the following list. Garage door areas that occupy between 51 percent and 65 percent shall contain at least three elements from the following list.

- a. Integrated trim or banding around the garage door
 - b. Garage door relief detailing, including windows
 - c. Decorative hardware including hinges and handles
 - d. Single garage doors with a minimum 10” separation
 - e. Architectural roof above the garage
 - f. Other elements as approved by the Building Official
- Rationale: Garage door percentages had been capped at 50% to limit the visual impact of garage doors on the streetscape. This amendment allows them to go up to 65% but adds architectural elements; 1 if the garage door percentage is 50% or lower and 3 elements if it's 51% - 65% and provides a list of elements. This provides more flexibility in design while maintain the intent of the code.

Section 14.05.002(b)(8) Procedures

~~(8) Expiration. If development equal to at least 25 percent of the cost of installing streets, utilities and drainage in the PUD, or, if the PUD is approved to be developed in sections or phases, if development equal to at least 50 percent of the cost of installing streets, utilities and drainage in the first section or phase of the PUD has not occurred, on a planned unit development tract or lot within two years after the date of approval, such approval shall expire; and may only be renewed after application is made therefor, notice is given and public hearings are held by the commission and city council to evaluate the appropriateness of the previously authorized planned development approval. Any such application for renewal or extension shall be considered in the same manner, and under the same rules, regulations and ordinances then in effect, as a new application for zoning.~~

(b)(8) – Reserved

- Rationale: Our zoning procedures for a Planned Unit Development (PUD) had included a section on the PUD zoning expiring after it had been approved by P&Z and Council but before plats or improvements had been constructed. Zoning entitlements cannot expire once approved so this section has been completely removed.

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

SECTION 2. Amendment of Code of Ordinances. The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land uses and land use conditions, general development regulations for Two-Family, Townhome and Multi-Family Districts, Non-Residential and Mixed-Use land uses, Non-Residential and Mixed-Use district conditions, development standards for outdoor storage and display, single family and two-family architectural standards, and planned unit development procedures; as provided for in Sections 3. through 32. of this Ordinance.

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

- (a) The definition for “Child Care Center (intermediate)” is hereby deleted in its entirety.
- (b) The definition for “Child Care Center (large)” is hereby amended in its entirety to read as follows:
“Child Care Center means a facility other than the residence of the director, owner, or operator of the facility which provides custodial care and supervision for less than 24 hours a day to children under 14 years of age, excluding foster and group homes.”
- (c) The definition for “Community Garden” is hereby added in alphabetical order to read as follows:
“Community Garden means a single piece of land or property gardened and maintained collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.”
- (d) The definition for “Florist” is hereby added in alphabetical order to read as follows:
“Florist means an establishment for the sale of flowers, ornamental plants and related supplies.”
- (e) The definition for “Garden Center” is hereby added to read as follows:
“Garden Center means a retail operation where plants are propagated and grown to a desired age and sold to the general public along with related products. This use excludes wholesale production and distribution.”
- (f) The definition for “Privacy Fence” is hereby amended in its entirety to read as follow:
“Privacy fence means a construction which is designed for screening or enclosing and constructed of wood or masonry or a combination thereof at least six feet in height. Fences placed in or over any easement or right-of-way shall be considered a structure.”

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

- (a) Subsection (a) is hereby added to read as follows:
 “(a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within

that zoning district. In the event that a use is not listed or classification is otherwise required, the Development Services Director shall classify the use.

1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.006 of this Division.
3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.006, unless modified by the Specific Use Permit.”

(b) With the addition of the new subsection (a) above, subsections “(a) Residential land uses in residential zoning districts” and “(b) Non-residential land uses in residential zoning districts” are renumbered to “(b) Residential land uses in residential zoning districts” and “(c) Non-residential land uses in residential zoning districts” respectively.

SECTION 5. Amendment of Section 14.02.005 Residential Land Use Table. Section 14.02.005(b) of the Zoning Ordinance is hereby amended to add and delete uses to the table as follows:

(a) Non-Residential Use “Child Care Center (small)” is hereby amended in its entirety as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Child care center (small)	C/S	C/S	C/S	C/S	C/S	C/S				

(b) Non-Residential Use “Community Garden” is hereby added immediately following the Non-Residential Use “Child Care Center (small)” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Community Garden	C	C	C	C	C	C				

SECTION 6. Amendment of Section 14.02.006 Residential Land Use Conditions

Table. Section 14.02.006 of the Zoning Ordinance is hereby amended to add or revise the conditions to read as follows:

(a) The condition of “Agriculture” is hereby amended to add the following condition to read as follows:

- Sales of agricultural products are prohibited from the property except sales in compliance with Texas Health and Safety Code Chapter 437

(b) The Residential Land Use and Conditions for “Child Care Center (small)” and “Community Garden” are hereby added to read as follows:

Child Care Center (small)	<ul style="list-style-type: none"> • Maximum 6 children at any one time, including the operator’s natural or adopted children under the age of 14 • Minimum 150 square feet of floor area for each child, excluding storage areas, bathrooms, and other areas as determined by the director of development services
Community Garden	<ul style="list-style-type: none"> • Limited to 1 acre • Not permitted on a property with a dwelling unit • Sales of agricultural products are prohibited except from property zoned Agricultural

SECTION 7. Amendment of Section 14.02.007(b) General Development Regulations

for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Interior side setback” to read as follows:

Interior side setback	0’ attached
	10’ detached

SECTION 8. Amendment of Section 14.02.007(b) General Development Regulations

for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Exterior side setback to residential (4)” to read as follows:

Exterior side setback to residential (4)	0’ attached
	5’ detached
	15’ common lot

SECTION 9. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Rear setback to residential (4)” to read as follows:

Rear setback to residential (4)	20’
	(15’) common lot

SECTION 10. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Rear setback to non-residential (4)” to read as follows:

Rear setback to non-residential (4)	25’
	(15’) common lot

SECTION 11. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Maximum dwelling units” to read as follows:

Maximum dwelling units	1/single lot
	12/acre common lot

SECTION 12. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the Townhome (TH) District “Maximum units per structure” to read as follows:

Maximum unit per structure	1 single lot
	6 common lot

SECTION 13. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to amend in its entirety the Multi-Family 15(MF-1) District “Front Setback” to read as follows:

Front Setback	20’
	(15’)

SECTION 14. Amendment of Section 14.02.007(b) General Development Regulations for Two-Family District, Townhome District, and Multi-Family Districts. Section 14.02.007(b) of the Zoning Ordinance is hereby amended to amend in its entirety the Multi-Family 15 (MF-1) District “Streetside Setback” to read as follows:

Streetside Setback	15’
	(15’)

SECTION 15. Amendment of Section 14.02.017 Non-Residential Land Use Table. Section 14.02.017 of the Zoning Ordinance is hereby amended to add and revise the following subsections to read as follows:

(a) Subsection (a) is hereby added to read as follows:

“(a) Land uses identified in Tables (b) and (c) with the following designations shall be interpreted according to the provisions herein. If there is no designation found for a particular use in a specific zoning district, that use is not allowed within that zoning district. In the event that a use is not listed or classification is otherwise required, the Development Services Director shall classify the use.

1. Permitted Uses: Uses noted with a “P” are permitted by right within the given district, provided that all other requirements applicable to the use within each section are met.
2. Uses Permitted with Conditions: Uses noted with a “C” are permitted by right within the given district provided that specific conditions are met. Specific conditions applicable to these certain uses are provided in Section 14.02.018 of this Division.
3. Uses Requiring a Specific Use Permit: Uses noted with an “S” require consideration of impacts associated with a particular location for the proposed use, in addition to the standards that otherwise apply to the use under this Chapter.
4. Uses Permitted with Conditions and authorized by a Specific Use Permit: Uses noted with a “C/S” are permitted when authorized by a Specific Use Permit and have specific conditions provided in Section 14.02.018, unless modified by the Specific Use Permit.”

(b) With the addition of the new subsection (a) above, “(a) Residential land uses in non-residential and mixed-use zoning districts” and “(b) Non-residential uses in non-residential and mixed-use zoning districts” are renumbered to “(b) Residential land uses in non-residential and mixed-use zoning districts” and “(c) Non-residential uses in non-residential and mixed-use zoning districts” respectively.

SECTION 16. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the non-residential use “Child care center (intermediate)”.

SECTION 17. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete the non-residential use title “Child care center (large)” read as follows: “Child care center”.

SECTION 18. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the non-residential use “Community Garden” immediately following the use “Communication services or facilities” to read as follows:

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

SECTION 19. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the non-residential use “Game Room” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Game Room							C/S	C/S	C/S		

SECTION 20. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the non-residential use “Garden Center” immediately following the use “Game Room” to read as follows:

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

SECTION 21. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to delete in its entirety the non-residential use “Pawnshop” to read as follows:

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

SECTION 22. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is

hereby amended to add the non-residential use “Pet Store” immediately following the use “Personal Services” to read as follows:

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

SECTION 23. Amendment of Section 14.02.017(b) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts. Section 14.02.017(b) of the Zoning Ordinance is hereby amended to add the non-residential use “Semi-Permanent Food Establishment” immediately following the use “School, public” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Semi-Permanent Food Establishment							C	C	C		

SECTION 24. Amendment of Section 14.02.018 Non-Residential and Mixed-Use Districts Conditions. Section 14.02.018 of the Zoning Ordinance is hereby amended to delete in its entirety the conditions of “Light Commercial (C-1)” to read as follows:

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

SECTION 25. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Community Garden” immediately

following the Non-Residential and Mixed-Use Land Use Conditions for “Commercial Off-Street Parking” to read as follows:

Community Garden	<ul style="list-style-type: none"> • Limited to 1 acre. • Can be a principle or accessory use. • Sales of agricultural products are prohibited except from property with a temporary food establishment permit under Section 14.02.048(a)(1) or Section 14.02.048(a)(6).
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SECTION 26. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to delete in its entirety the Non-Residential and Mixed-Use Land Use Conditions for “Florist” to read as follows:

Florist	<ul style="list-style-type: none"> • Greenhouses are prohibited
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SECTION 27. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Garden Center” immediately following the Non-Residential and Mixed-Use Land Use Conditions for “Game Room” to read as follows:

Garden Center	<ul style="list-style-type: none"> • The area containing accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. is screened from view of adjacent rights-of-way and properties by a fenced enclosure. • Stacked materials do not exceed the height of a screen fence.
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SECTION 28. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Pet Store” immediately following the Non-Residential and Mixed-Use Land Use Conditions for “Pawnshop” to read as follows:

Pet Store	<ul style="list-style-type: none"> • Sales of any animal, domestic or otherwise, requires a Commercial Sales Permit under Section 2.03.006
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SECTION 29. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions. Section 14.02.019 of the Zoning Ordinance is hereby amended to add the Non-Residential and Mixed-Use Land Use Conditions for “Semi-Permanent Food Establishment” immediately following the Non-Residential and Mixed-Use Land Use Conditions for “Restaurant-Drive-in or Drive-through” to read as follows:

Semi-permanent Food Establishment	<ul style="list-style-type: none"> • See Article 4.03, Peddlers, Solicitors, Food Vendors, Special Events and Outdoor Sales
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SECTION 30. Amendment of Section 14.02.049(c) Outdoor Storage and Display. Section 14.02.049(c) of the Zoning Ordinance is hereby deleted in its entirety to read as follows:

“(c) *Outdoor Display.* Outdoor display is the display of items actively for sale and shall adhere to the following standards:

- (1) Outdoor display of merchandise shall not occupy any required parking spaces, landscape area, pedestrian accessibility or fire lane.
- (2) Outdoor display shall not extend into public right-of-way or onto adjacent property and must be kept within 15 feet of the principle structure. This distance requirement does not apply to vehicle rental or garden centers.
- (3) Outdoor display shall be displayed in a neat and orderly manner and maintained in a clean, litter free manner.
- (4) Outdoor display may not be located on the roof of any structure.
- (5) The outdoor display area shall not exceed ten percent of the square footage of the principle structure or 500 square feet, whichever is less with the follow exceptions:
 - (A) Outdoor home accessory sales are exempt from this requirement
 - (B) Passenger vehicle rental. Outdoor display of passenger vehicles for rent is exempt from this requirement. This does not include vehicles used for moving.
 - (C) Moving vehicle rental. Rental of vehicles used for moving goods, personal or commercial, are limited to a maximum of eight parking spaces.
 - (D) Garden Centers are exempt from this requirement.
- (6) All sales of such merchandise shall be consummated indoors, and no cash register or package-wrapping counter shall be located outdoors.
- (7) The maximum height of merchandise shall not exceed four feet except for vehicle rental and garden centers where retail plants can be displayed above four feet.

(8) Outdoor display is not required to be screen except accessory materials or products, e.g. soil, mulch, sod, fertilizers, etc. associated with a garden center.

(9) Automotive parts and accessories shall not remain outdoors for more than 12 consecutive hours or will otherwise be required to follow the standards for outdoor storage.”

SECTION 31. Amendment of Section 14.02.061(b)(1) Single Family Detached and Two-Family. Section 14.02.061(b)(1) of the Zoning Ordinance is hereby amended to delete subsection (D) in its entirety to read as follows:

“(D) The principle dwelling shall have at least a fully enclosed two car garage. The garage may be attached or detached.

(i) New housing development must avoid front elevations resulting in a streetscape dominated by the sight of garage doors.

(ii) A front-loading garage, or the area including the garage door and four feet around the garage door, may protrude no more than six feet from the longest front wall.

(iii) A front-loading garage, or the area including the garage door and four feet around the garage door, whichever is wider, may occupy no more than 65 percent of the house linear frontage. Garage door areas that occupy 50 percent or less shall include one element from the following list. Garage door areas that occupy between 51 percent and 65 percent shall contain at least three elements from the following list.

- a. Integrated trim or banding around the garage door
- b. Garage door relief detailing, including windows
- c. Decorative hardware including hinges and handles
- d. Single garage doors with a minimum 10” separation
- e. Architectural roof above the garage
- f. Other elements as approved by the Building Official”

SECTION 32. Amendment of Section 14.05.002(b)(8) Planned Unit Development Procedures. Section 14.05.002(b)(8) of the Zoning Ordinance is hereby amended to delete subsection (8) in its entirety to read as follows:

“(8) Reserved”

SECTION 33. Construction

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

rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

SECTION 34. Repealing all Conflicting Ordinances

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

SECTION 35. Savings Clause

This City Council of the City of Manor, Texas hereby declares if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION 36. Severability

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

SECTION 37. Open Meetings

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

SECTION 38. Effective Date

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

PASSED AND APPROVED on First Reading this the 16th day of December 2020.

FINALLY PASSED AND APPROVED on this the ___ day of January 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a change order to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project.

BACKGROUND/SUMMARY:

This project includes the expansion of the existing Wilbarger Creek Wastewater Treatment Plant from 0.5 MGD to 1.33MGD including, lift station, office/lab building and ancillary work. The proposed change order includes items to modify the office/lab building (to accommodate additional departments) as well as site lighting, grading, equipment pads, sidewalks, piping, sludge processing wall and chemical feed system. The proposed change order amount is less than 2% of the original project construction cost and is within the budgeted contingency funds allocated for the project.

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

- Change Order No. 4 with backup

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Change Order No. 4 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project with Excel Construction Services, LLC in the amount of \$321,490.00.

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

JAY ENGINEERING COMPANY, INC.

*P.O. Box 1220 (512) 259-3882
 Leander, TX 78646 Fax 259-8016
 Texas Registered Engineering Firm F-4780*

CHANGE ORDER

ORDER NO.: 4

DATE: December 10, 2020

AGREEMENT DATE: April 3, 2019

NAME OF PROJECT: Wilbarger Creek Wastewater Treatment and Collection System Improvements

OWNER: City of Manor

CONTRACTOR: Excel Construction Services, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

- Item No. 1 - Add 1 LS Change Order Item C.O.4-1, Bearing Wall Mods. for Mech Platform @ \$8,004.00/LS
- Item No. 2 - Add 1 LS Change Order Item C.O.4-2, Fold Down Bench and Additional Lockers @ \$5,997.00/LS
- Item No. 3 - Add 1 LS Change Order Item C.O.4-3, HVAC Roof Penetration Mods. @ \$4,180.00/LS
- Item No. 4 - Add 1 LS Change Order Item C.O.4-4, Site Lighting Mods. & VFD Cabling @ (\$2,469.00)/LS
- Item No. 5 - Add 1 LS Change Order Item C.O.4-5, Grading Rev. @ \$1,789.00/LS
- Item No. 6 - Add 1 LS Change Order Item C.O.4-6, Equip. Pad Rev. @ \$36,776.00/LS
- Item No. 7 - Add 1 LS Change Order Item C.O.4-7, Sidewalk Rev. @ \$11,459.00/LS
- Item No. 8 - Add 1 LS Change Order Item C.O.4-7, 18" Forced Main Rev. @ (\$12,556.00)/LS
- Item No. 9 - Add 1 LS Change Order Item C.O.4-9, Sampler Walk and 2" WL Rev. Revisions @ \$2,896/LS
- Item No. 10 - Add 1 LS Change Order Item C.O.4-10, Sludge Processing Plant Wall @ \$191,676.00/LS
- Item No. 11 - Add 1 LS Change Order Item C.O.4-11, Admin. Bldg. Wall Footer @ \$7,891.00/LS
- Item No. 12 - Add 1 LS Change Order Item C.O.4-12, Admin. Bldg. Rev. For New Dept. @ \$57,263.00/LS
- Item No. 13 - Add 1 LS Change Order Item C.O.4-13, Chem. Feed Sys. Mods. @ \$6.562/LS
- Item No. 14 - Add 1 LS Change Order Item C.O.4-14, Admin. Bldg. Rev. For New Dept. Glass @ \$1,931.00/LS

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$16,722,300.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$16,880,653.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased or (decreased) by: \$321,490.00

New CONTRACT PRICE including this CHANGE ORDER will be: \$17,202,143.00

3. Change to CONTRACT TIME:

The CONTRACT TIME will be increased or (decreased) by 12 calendar days for Base and Alternate Bid D for substantial completion of treatment plant expansion and new on-site lift station, 45 days for sludge processing work, and 118 calendar days for final completion of all work. The date for substantial completion of Base and Alternate Bid D treatment plant expansion and new on-site lift station work will be May 27, 2020. The date for substantial completion of Base Bid sludge processing at existing plant work will be August 13, 2020. The date for final completion of all Base and Alternate Bid D work will be December 24, 2020.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Frank T. Phelan, P.E. Signed: *Frank T. Phelan*
Engineer

Ordered by: _____ Signed: _____
Owner

Accepted by: _____ Signed _____
Contractor





May 22, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 020 – Bearing Walls**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for revisions to the bearing walls and mezzanine at the administration building. Revisions per A/E discussions and 6B-2 mechanical platform submittal. See below pricing and attached breakdown for review. We are requesting (5) additional contract days for this work.

PROPOSAL TOTAL

\$8,004.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: **WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS**
 Change Description: **Bearing Walls**
 CPR 20 Date: May 22, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$0.00
Sales Tax	\$0.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$0.00

LABOR:	Hours	Op	Rate	Extended
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 1 hours):	0	X	\$40.00	\$0.00
Superintendent Time (2 hours):	2	X	\$75.00	\$150.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$150.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	4	X	\$85.00	\$340.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$340.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$490.00	X	1	\$490.00
Work Comp / SS / Unemployment:	\$150.00	X	25.00%	\$37.50
SUBTOTAL:				\$527.50
OH&P @ 15%:	\$527.50	X	15.00%	\$79.13
EXCEL CONSTRUCTION SUBTOTAL:				\$606.63

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
PCI	\$6,269.00	X	1	\$6,269.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$6,269.00
OH&P @ 15%:	\$6,269.00	X	15.00%	\$940.35
SUBCONTRACTS SUBTOTAL:				\$7,209.35

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$6,796.50	X	2.00%	\$135.93
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$7,951.91
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$7,951.91	X	0.65%	\$51.69
GRAND TOTAL THIS CHANGE:				\$8,004



4401 Freidrich Lane, Suite 306, Austin, TX 78744
 Telephone: 512-443-0535 Fax: 512-443-3404

May 21, 2020

Attn: Matt Cannon |

Excel Construction Services.

Subject: Willbarger Creek
 Ref: COR #002– Mez added.

Dear Mr. Cannon:

Please see below for Changes to Mez.

- 1) Added bearing wall and joist framing for mez not clearly indicated.
 (includes engineering)

Exclusions: Any other additional work not listed on this COR.

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Material</u>	<u>Labor</u>	<u>Equip.</u>	<u>Total</u>
1	1	LS	\$1,864.00	\$3,287.00	\$300.00	\$5,451.00
					Subtotal:	\$5,451.00
					Overhead 10%	\$545.10
					Profit 5%	\$272.55
					Total:	\$6,269

Total – COR #002 = \$6,269

Sincerely,

Nathan Armstrong
 Project Manager



May 22, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 021 – APR-2**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for the installation of a fold down bench and additional lockers at the administration building. Revisions are noted in APR-2, revised plansheet A7.1, equipment list. See below pricing and attached breakdown for review. We are requesting (2) additional contract days for this work.

PROPOSAL TOTAL

\$5,997.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: **WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS**
 Change Description: **APR-2**
 CPR 21 Date: May 22, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
(15) Vanguard Lockers	\$ 3,900.00	X	1	\$3,900.00
ADA phenolic fold down bench	\$ 1,265.00	X	1	\$1,265.00
Credit - (2) lockers	\$ (599.77)	X	1	-\$599.77
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$4,565.23
Sales Tax	\$4,565.23	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$4,565.23

LABOR:	Hours	Op	Rate	Extended
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 1 hours):	0	X	\$40.00	\$0.00
Superintendent Time (2 hours):	2	X	\$75.00	\$150.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$150.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	4	X	\$85.00	\$340.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$340.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$5,055.23	X	1	\$5,055.23
Work Comp / SS / Unemployment:	\$150.00	X	25.00%	\$37.50
SUBTOTAL:				\$5,092.73
OH&P @ 15%:	\$5,092.73	X	15.00%	\$763.91
EXCEL CONSTRUCTION SUBTOTAL:				\$5,856.64

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$0.00
OH&P @ 15%:	\$0.00	X	15.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				\$0.00

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$5,092.73	X	2.00%	\$101.85
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$5,958.49
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$5,958.49	X	0.65%	\$38.73
GRAND TOTAL THIS CHANGE:				\$5,997

1239 W. 20th Street
Houston, TX 77008



Phone: (713) 869-7326
Estimating@hsestorageproducts.com

DATE: 5/19/2020	BID PROPOSAL		Addendums Reviewed: NA
Division 10: Metal Lockers	Estimated by: Abel Juarez		
Attn: Bidders	Takeoffs by: Marti Hill		
Project: Wilbarger Creek WWTP	Project Start: TBD		
Location: 547 Llano St. Manor, Texas 78653	Project End: TBD		

Consisting of:

Metal Lockers by Penco Products

(15) Single Tier, 12"W x 12"D x 72"H

Locker Specifications

Product Series: Vanguard
 Tops: Flat top
 Ventilation: Louvered
 Base type: 4" Metal Zee base
 Door handle type: Classic III Recessed SS Handle Multi-point latch
 Locks: By others
 Color: Manufactures Standard, Powder Coat finish

Notes

1. Excludes Sales Tax
2. Performance and Payment bonds add 4% of total
3. Lockers appear to be recessed installed. If Recessed trim required add \$200.00
4. Material Lead time 6-8 Weeks
5. Optional ADA Phenolic fold down bench 48" x 24" add \$1,265.00
6. Optional ADA Hardwood (2 coats of clear) bench 48" x 24" with Steel tube pedestals add \$579.25
7. (2) lockers for change order backup reference add \$599.77 (excludes shipping cost)

DESCRIPTION	PRICE
Lockers	\$2,450.00
Installation	\$400.00
Freight	\$600.00
Insurance	\$450.00
TOTAL	\$3,900.00

TERMS & CONDITIONS

- *Due to fluctuating prices of steel and gas, this price is valid for 60 days. After this time period we reserve the right to amend pricing. After 60 days quote is subject to additional 5%, and or requote.
- * Exclusions: ANY BLOCKING, ELECTRICAL WORK, LAYOUT, OVERHEAD STRUCTURAL SUPPORT, WORK ABOVE CEILING, HOLE PUNCHING FOR HANGER RODS, LAYOUT OR INSTALLING GEILING BOLTS, CUT-OUTS, BONDS AND CLEAN UP.
- * Prices are based on stated styles and quantities. Any change in either style or quantity of any item will require a requote.
- * **If Sales Tax is not applicable, Tax Exempt Certificate must be provided with Contract or Purchase Order. Subject to sales tax.**
- * If material for this project is to be ordered and installed in phases, there may be additional charges if phases were not provided at time of bid.
- * Unless clearly noted otherwise, this proposal does not include demo of any existing material.
- * Stated delivery schedule becomes effective only after approved submittals are returned to Houston Steel Equipment and all required field measurements are completed.
- *This quote is based on the available plans provided. Should additional/detailed specifications arise, pricing is subject to change.
- *Estimated Freight based on 1 Trip (truck load). Extra Trip Charges may apply.
- *Bidding/Project installation for normal business hours only. Subject to requote if installation is required After normal buisness hours (8am-5pm)
- *Net 30 on Invoice.

Accepted by: _____

Date: _____



June 15, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 022 – Administration Building – HVAC Roof Penetrations**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for the installation of seam-in aluminum curbs to be used at the HVAC roof penetrations of the administration building. Per discussions with the metal building supplier the 15B-2 submittal curbs planned for use will void the weathertight warranty and these specialty curbs are needed at HVAC penetrations for compliance with NCI 20 year warranty. See below pricing and attached breakdown for review. We are requesting (0) additional contract days for this work.

PROPOSAL TOTAL

\$4,180.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: **WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS**
 Change Description: **Administration Building - HVAC Roof Penetrations**
 CPR 22 Date: June 15, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$0.00
Sales Tax	\$0.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$0.00

LABOR:	Hours	Op	Rate	Extended
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 1 hours):	0	X	\$40.00	\$0.00
Superintendent Time (2 hours):	0	X	\$75.00	\$0.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$0.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	2	X	\$85.00	\$170.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$170.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$170.00	X	1	\$170.00
Work Comp / SS / Unemployment:	\$0.00	X	25.00%	\$0.00
SUBTOTAL:				\$170.00
OH&P @ 15%:	\$170.00	X	15.00%	\$25.50
EXCEL CONSTRUCTION SUBTOTAL:				\$195.50

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
Reddot - RCS (material only)	\$5,245.00	X	1	\$5,245.00
Credit - original (material)	-\$1,865.00	X	1	-\$1,865.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$3,380.00
OH&P @ 15%:	\$3,380.00	X	15.00%	\$507.00
SUBCONTRACTS SUBTOTAL:				\$3,887.00

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$3,550.00	X	2.00%	\$71.00
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$4,153.50
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$4,153.50	X	0.65%	\$27.00
GRAND TOTAL THIS CHANGE:				\$4,180

CHANGE ORDER QUOTE # 3112

QUOTE DATE: Wednesday, June 3, 2020

CUSTOMER NAME: Excel Construction Services

JOB NUMBER & NAME: 19202 Wilbarger Creek WWTP Admin Bldg

CUSTOMER CONTACT: Matt Cannon

RED DOT CONTACT: Darrell Geisendorff

PROJECT TYPE: Erected

RED DOT to provide and install the following material:

1. (4) 17 1/2" x 17 1/2" 8 PR Curbs
2. (1) 19 1/2" x 19 1/2" 12 PR Curbs
3. (5) RetroTRAC -- Floating TRAC Rail Support System

Note: This quote including labor is for the above materials only. Red Dot will not install curbs that are not provided by Red Dot.

NOTE: Includes Material and Labor

Cost of Changes: \$9,572

CPR ONLY INCLUDES
ADDITIONAL PRICE
FOR REVISED
MATERIAL - SEE
NEXT PAGE

Acceptance and authorization of this COQ is required within 10 business days of receiving to ensure costs are not affected. If Red Dot is erecting this project and the erector has demobilized before Red Dot is able to fabricate and deliver materials to the job site, additional erection labor will be added to the CO amount.

Red Dot reserves the right to alter this contract price to offset significant steel cost increases imposed upon the metal building industry.

Please authorize by signing below and return to Red Dot via the sender's email.

RED DOT BUILDINGS REPRESENTATIVE

CUSTOMER REPRESENTATIVE

Signature/ Date

Signature/ Date

Printed

Printed



363 North Industrial Blvd.
Trenton, GA 30752
www.roofcurb.com
Phone: (800) 683-5848 Fax: (800) 683-5849

Date: 5/20/20 Pages: ____ (inc. cover)

To: Thermal Mechanical Contractors Inc
Clint Smith
512-272-5162

From: Thomas Black

Subject: Aluminum, Seam-In Rib, Roof Curbs to Comply with NCI 20yr.
Weather Tight Warranty

The following reflects the units requested and complies with NCI's 20yr weather tight warranty. For this warranty, all curb flanges must be fit to roof panel and include all necessary Caulk, Mastic Tape, Fasteners, and Seam Caps. If you should have any questions please feel free to give me a call.

TRAC Rail Roof Penetration Description

Roof Panel: Verify

▪ **Insulated Aluminum Seam-In Roof Curbs**

QTY	Size O.D. W x L	Min. Ht.	Slope	Tag
1	19 1/2" x 19 1/2"	8"	1:12	Fan Curb
4	17 1/2" x 17 1/2"	8"	1:12	Fan Curb

▪ **Floating TRAC Rail Support System**

QTY	TRAC Type	Span	Purlin Spacing	Panel STD Off
5	TRAC Rail	Single	Verify	Verify

Total delivered excluding tax,.....\$5,245.00

Note: RCS will be adding a 2% convenience fee for all credit card payments.

Our current fabrication time is 15-20 working days depending on complexity of project.

Quotation Valid For Delivery Within 60 Days

Visit our new Website: www.RoofCurb.com

\$ 1,865⁰⁰

CREDIT

CREDIT FOR ORIGINAL



June 15, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 023 – Site Lighting**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for the following revisions: SI-03 lighting conductor revisions, reinforcing removed from ductbanks to gate locations, site lighting photocell swap to 120V, and VFD cable to blowers in lieu of single conductor. See below pricing and attached breakdown for review. We are requesting (0) additional contract days for this work.

PROPOSAL TOTAL

(\$2,469.00)

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: **WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS**
 Change Description: **Site Lighting**
 CPR 23 Date: June 15, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$0.00
Sales Tax	\$0.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$0.00

LABOR:	Hours	Op	Rate	Extended
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 1 hours):	0	X	\$40.00	\$0.00
Superintendent Time (2 hours):	0	X	\$75.00	\$0.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$0.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	3	X	\$85.00	\$255.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$255.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$255.00	X	1	\$255.00
Work Comp / SS / Unemployment:	\$0.00	X	25.00%	\$0.00
SUBTOTAL:				\$255.00
OH&P @ 15%:	\$255.00	X	15.00%	\$38.25
EXCEL CONSTRUCTION SUBTOTAL:				\$293.25

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
T. Morales	-\$2,762.35	X	1	-\$2,762.35
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				-\$2,762.35
OH&P @ 15%:	-\$2,762.35	X	0.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				-\$2,762.35

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	-\$2,507.35	X	0.00%	\$0.00
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				-\$2,469.10
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	-\$2,469.10	X	0.00%	\$0.00
GRAND TOTAL THIS CHANGE:				-\$2,469

Project: Manor Wilbarger Creek WWTP
Owner: City of Manor
Date: 06-15-20

TMC Change #: COR-07
Project Change #: N/A

Deductive Change Order Request

Morales Company offers a change in pricing for consideration by the Owner.

Work associated with this Change includes the following:

- SI-03 Lighting Conductor Change (Deduct)
- Reinforcing Steel removed from DBs to Gate Locations (Deduct)
- Photocell swap for 120V (Add)
- VFD Cable to Blowers in Lieu of Single Conductor (Add)

Items not included in this Change pricing:

- Any equipment not specifically referenced above

Total deductive cost for work associated with this change is **-\$2,762.35**.

Extension in Time Request:

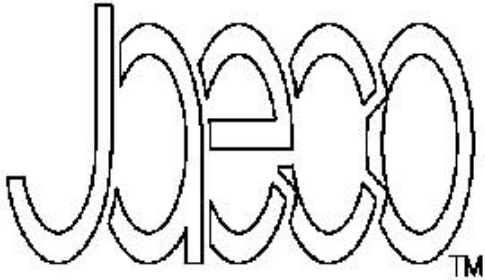
Approx time for installation: 2 weeks.

Change Initiated By: Frank Phelan / JEng. Change Prepared By: Tye Eldridge / TMC
Change Delivered To: David Wolf / Excel Response Rqst'd By: ASAP
Carbon Copy To: None

Index	Description	Reference Type	Reference	Ref Amount	Operation	Rate	Amount
1	MATERIALS / QUOTES:						0.00
2	Misc Materials:	Material	Total	2,948.50	*	1.00	2,948.50
3	Quote #1	Calculated		0.00	*	1.00	0.00
4	Quote #2	Calculated		0.00	*	1.00	0.00
5	SUBTOTAL						2,948.50
6	#####						0.00
7	SALES TAX:	Material	Total	2,948.50	%		0.00
8	SUBTOTAL						0.00
9	#####						0.00
10	LABOR:						0.00
11	Straight Time Labor	Labor	Total	-80.36	*	46.22	-3,714.24
12	Overtime Labor	Calculated		0.00	*	69.33	0.00
13	Exec Order 13706 Hours	Labor	Total	-80.36	*	0.04	-3.21
14	Exec Order 13706 Rate	Component	13	-3.21	*	46.22	-148.57
15	Gen Foreman Hours	Labor	Total	-80.36	%	10.00	-8.04
16	Gen Foreman Rate	Component	15	-8.04	*	50.97	-409.59
17	Material Hndler Hrs	Labor	Total	-80.36	%	5.00	-4.02
18	Material Hndler Rate	Component	17	-4.02	*	35.04	-140.79
19	Update As Built Dwgs	Calculated		1.00	*	49.00	49.00
20	SUBTOTAL						-4,364.19
21	#####						0.00
22	DIRECT JOB EXPENSES:						0.00
23	Expendable Tools	Material	Total	2,948.50	%	6.00	176.91
24	Equipment						0.00
25	Warranty on Material	Component	5	2,948.50	%	3.00	88.45
26	Warranty on Labor	Component	20	-4,364.19	%	3.00	-130.93
27	SUBTOTAL						134.44
28	#####						0.00
29	SUBCONTRACTS:						0.00
30	Sub #1	Calculated		0.00	*		0.00
31	Sub #2	Calculated		0.00	*		0.00
32	SUBTOTAL						0.00
33	#####						0.00
34	JOB SUBTOTAL						-1,281.26
35	#####						0.00
36	MARKUPS:						0.00
37	Liability/Bldrs Risk	Component	34	-1,281.26	%	2.00	-25.63
38	WrkComp/SS/Unplymnt	Component	20	-4,364.19	%	25.00	-1,091.05
39	Overhead @ 5%	Component	34	-1,281.26	%	5.00	-64.06
40	JOB TOTAL						-2,461.99
41	#####						0.00
42	Profit @ 10%	Component	40	-2,461.99	%	10.00	-246.20
43	JOB TOTAL + PROFIT	Component	42	-246.20	*	1.00	-2,708.19
44	Perf_Payment Bond	Component	43	-2,708.19	%	2.00	-54.16
45	ADD BOND	Component	44	-54.16	*	1.00	-2,762.35
46	#####						0.00
47	BID TOTAL						-2,762.35

NOTES

Item				Custom Columns
Size	Item Desc	Qty	UOM	
	Photo Cell Re-Work	1.00		
	VFD Cable 4/0-3C #8GRD	300.00		
10	XHHW STR CU	350.00	FEET	
8	XHHW STR CU	600.00	FEET	
6.	XHHW STR CU	-950.00	FEET	
4/0	XHHW STR CU	-900.00	FEET	
	#3 STEEL REBAR	-5,100.00	FEET	
	#4 STEEL REBAR	-1,913.00	FEET	



Jay Engineering Company, Inc.

P.O. Box 1220

Leander, Texas 78646-1220

Tel. (512) 259-3882 Fax. (512) 259-8016

Texas Registered Engineering Firm F-4780

SI-003

ISSUED

Priority: Normal

Document

number: SI-003

Reference

number:

Project number: 100-068-20

Project title: Wilbarger Creek Wastewater Treatment and Collection System Improvements

Project location: 547 Llano Street, Manor, TX, US, 78653,

Prime Consultant:

Frank Phelan
Jay Engineering Company, Inc.
1500 County Road 269
Leander, TX
78641
Tel:5122593882

Owner:

Mike Tuley
City of Manor
105 E. Eggleston Street
Manor, TX
78653
Tel:(512)272-5555

Contractor:

David Wolff
Excel Construction Services, LLC
1202 Leander Drive
Leander, TX
78641
Tel:5122595005

Terms & Conditions:

The following instruction is issued to the Contractor as per the Contract Agreement. Proceeding with work in accordance with these instructions indicates the Contractor's acknowledgment that there will be no change in the Contract Price and Contract Time. If the Contractor believes that this instruction affects the Contract Price or Contract Time, the Contractor shall promptly notify the Prime Consultant.

Description

Issued: 13/01/2020

Wiring for area lights and gate operators

All gates and area lights are to be 120V. Minimum conductor size to feed each pole light and gate operator with 120V circuit at each gate location from panel LV-2:

Gate #1 at 175': P-191(light) and P-188 (operator), 1" C w/2#10+1#10 GND

Gate #2 at 300': P-192 (light) and P-189 (operator), 1" C w/2#8+1#10 GND

Gate #3 at 800': P-193(light) and P-190 (operator), 1" C w/2#6+1#10 GND

One Pole Lights + One Gate operator at 200'

-12A @ 120V 1 phase, #6 AWG for up to 300 ft

-7A @ 208V 1 phase, #12 AWG for up to 305 ft

One Pole Lights + One Gate operator at 350'

-12A @ 120V 1 phase, #4 AWG for up to 475 ft

-7A @ 208V 1 phase, #10 AWG for up to 350 ft

One Pole Lights + One Gate operator at 850'

-12A @ 120V 1 phase, #1 AWG for up to 975 ft

-7A @ 208V 1 phase, #6 AWG for up to 905 ft

Attachments:

- gate operator power.pdf

Item 5.

Instruction From: Owner

Comments & History

History - 13/05/2020 08:19 AM:

Supplemental Instruction updated by **Frank Phelan**.

HISTORY - 13/01/2020 04:21 PM:

Supplemental Instruction Issued to Contractor **David Wolff** by Prime Consultant **Frank Phelan**. The following people were notified by Email: David Wolff, Kevin Wenske, Jim Gosdin, Tye Eldridge, Randy Eldridge.

History - 13/01/2020 04:21 PM:

Supplemental Instruction created by **Frank Phelan**.



June 22, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 024 – Grading Revisions 2**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for revisions to the grading plan. Revised plansheet 7 includes changes to the grading adjacent to the genset retaining wall. See below pricing and attached breakdown for review. We are requesting (1) additional contract days for this work.

PROPOSAL TOTAL

\$1,789.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: Grading Revisions 2
CPR 24 **Date:** June 22, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	15	\$0.00
		X	1	\$0.00
Subtotal				\$0.00
Sales Tax	\$0.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$0.00

LABOR:	Hours	Op	Rate	Extended
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 4 hours):	0	X	\$40.00	\$0.00
Superintendent Time (2 hours):	2	X	\$75.00	\$150.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$150.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	2	X	\$85.00	\$170.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$170.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$320.00	X	1	\$320.00
Work Comp / SS / Unemployment:	\$150.00	X	25.00%	\$37.50
SUBTOTAL:				\$357.50
OH&P @ 15%:	\$357.50	X	15.00%	\$53.63
EXCEL CONSTRUCTION SUBTOTAL:				\$411.13

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
J.R. Schneider	\$1,161.50	X	1	\$1,161.50
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$1,161.50
OH&P @ 15%:	\$1,161.50	X	15.00%	\$174.23
SUBCONTRACTS SUBTOTAL:				\$1,335.73

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$1,519.00	X	2.00%	\$30.38
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$1,777.23
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$1,777.23	X	0.65%	\$11.55
GRAND TOTAL THIS CHANGE:				\$1,789

J. R. Schneider Construction, Inc.

P.O. Box 50536

Austin, TX 78763

Phone: (512) 327-5517

Fax: (512) 327-5535

Change in Work - Cost Analysis Form

Date: June 20, 2020

Contractor: Excel

Project: Willberger WWTP

Change Proposal No: 1

Description of Change: Grading changes on revised sheet 7 - regraded storm drainage

ITEM		Quantity	Unit	Unit Cost	AMOUNT
1	Cat 289	8	hrs	\$95.00	\$760.00
2	Survey Crew	2	hrs	\$125.00	\$250.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
11					\$0.00
12					\$0.00
Sub-Total					\$1,010.00
Overhead & Profit					\$151.50
TOTAL					\$1,161.50

TOTAL FOR THIS CHANGE ORDER
\$1,161.50**

**price valid for 30 days from date

Comments:



August 14, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 025 – Equipment Pad Revisions**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for equipment pad revisions. Pricing includes material and labor for the 1)filtration slab wall 2)increasing slab thickness and adding grade beams at the electric shelter pad 3)Sludge pump pad. Please note for the sludge pump pad only the reinforcing material cost is included in this CPR and no other material/labor cost is requested. See below pricing and attached breakdown for review. We are requesting (10) additional contract days for this work.

PROPOSAL TOTAL

\$36,776.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: Equipment Pad Revisions
CPR 25 **Date:** August 14, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
Rebar - Filtration pad perimeter wall	\$ 2,255.33	X	1	\$2,255.33
Rebar - Sludge pump and electric shelter pads	\$ 4,370.00	X	1	\$4,370.00
Concrete - Filter walls	\$ 139.00	X	25	\$3,475.00
Concrete - electric shelter (delta for additional)	\$ 139.00	X	8	\$1,112.00
Forms	\$ 2,550.00	X	1	\$2,550.00
		X	1	\$0.00
Subtotal				\$13,762.33
Sales Tax	\$13,762.33	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$13,762.33

LABOR:	Hours	Op	Rate	Extended
Filter walls - Form/Rebar/Pour/Wreck/Patch&Rub (5 men @ 6 days)	270	X	\$25.00	\$6,750.00
Elec shelter added grade beam (4 men @ 4 days)	144	X	\$25.00	\$3,600.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 32 hours):	32	X	\$40.00	\$1,280.00
Superintendent Time (24 hours):	24	X	\$75.00	\$1,800.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$13,430.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	8	X	\$85.00	\$680.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$680.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$27,872.33	X	1	\$27,872.33
Work Comp / SS / Unemployment:	\$13,430.00	X	25.00%	\$3,357.50
SUBTOTAL:				\$31,229.83
OH&P @ 15%:	\$31,229.83	X	15.00%	\$4,684.47
EXCEL CONSTRUCTION SUBTOTAL:				\$35,914.30

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$0.00
OH&P @ 15%:	\$0.00	X	15.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				\$0.00

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$31,229.83	X	2.00%	\$624.60
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$36,538.90
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$36,538.90	X	0.65%	\$237.50
GRAND TOTAL THIS CHANGE:				\$36,776



CMC Capitol City Steel
P.O. Box 3195
Austin, TX 78764

Item 5.

CMC Change Order #: CO3
Change Order Date: 8/7/2019

CHANGE ORDER REQUEST

Customer: Excel Construction Services

1202 Leander Dr
Leander, TX 78641-2281

Project: Wilbarger Creek WWTP - City of
Manor

CMC Job #: 1923701844

To: David Wolff

Subject: Filtration Pad - Added Wall @ 3'-08"

Description of Changes:

Added 3-08" perimeter wall for the slab at the Filtration Pad.
Per David- The detail called out on sheet 40 is incorrect. The 4/S.6.0 detail should be revised to look like 1/S.6.0 except with a 3'8" wall, not 6'.

Amount of this Change Order (excluding taxes)...**\$2,255.33**

It is mutually agreed that for such change the contract price is changed by **\$2,255.33**, terms of payment are net 30 days. No retainage of funds will be allowed. If you have any questions regarding our Change Order, immediately contact the below signed to schedule a meeting to discuss it.

Excel Construction Services

CMC Rebar

Signature: _____

Signature: _____

Salesman - Blake Jefferson

Signature: _____

Contract Manager - _____

Date: _____

Date: _____



CMC Capitol City Steel
P.O. Box 3195
Austin, TX 78764

CMC Change Order #: CO8
Change Order Date: 4/1/2020

CHANGE ORDER REQUEST

Customer: Excel Construction Services

1202 Leander Dr
Leander, TX 78641-2281

Project: Wilbarger Creek WWTP - City of
Manor

CMC Job #: 1923701844

To: David Wolff
Subject: Sludge Pump and Electric Shelter Pads

Description of Changes:

CO8 covers the Sludge Pump Pad and the Elec Shelter Pad.

Amount of this Change Order (excluding taxes)...**\$4,370.00**

It is mutually agreed that for such change the contract price is changed by **\$4,370.00**, terms of payment are net 30 days. No retainage of funds will be allowed. If you have any questions regarding our Change Order, immediately contact the below signed to schedule a meeting to discuss it.

Excel Construction Services

CMC Rebar

Signature: _____

Signature: _____

Salesman - Blake Jefferson

Signature: _____

Contract Manager - _____

Date: _____

Date: _____



August 14, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 026 – Sidewalks**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for sidewalk revisions. RFI 14 response included revisions to sidewalk sand depth and reinforcing requirements. See below pricing and attached breakdown for review. We are requesting (6) additional contract days for this work.

PROPOSAL TOTAL

\$11,459.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: Sidewalk Revisions
CPR 26 **Date:** August 14, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
Rebar - #3 in lieu of wire mesh	\$ 875.00	X	1	\$875.00
Sand	\$ 18.09	X	95	\$1,718.55
Backhoe	\$ 40.00	X	24	\$960.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$3,553.55
Sales Tax	\$3,553.55	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$3,553.55

LABOR:	Hours	Op	Rate	Extended
Additional excavation (2 men @ 3 days)	54	X	\$25.00	\$1,350.00
Tie rebar (4 men @ 3 days)	108	X	\$25.00	\$2,700.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 8 hours):	8	X	\$40.00	\$320.00
Superintendent Time (4 hours):	4	X	\$75.00	\$300.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$4,670.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	4	X	\$85.00	\$340.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$340.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$8,563.55	X	1	\$8,563.55
Work Comp / SS / Unemployment:	\$4,670.00	X	25.00%	\$1,167.50
SUBTOTAL:				\$9,731.05
OH&P @ 15%:	\$9,731.05	X	15.00%	\$1,459.66
EXCEL CONSTRUCTION SUBTOTAL:				\$11,190.71

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$0.00
OH&P @ 15%:	\$0.00	X	15.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				\$0.00

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$9,731.05	X	2.00%	\$194.62
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$11,385.33
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$11,385.33	X	0.65%	\$74.00
GRAND TOTAL THIS CHANGE:				\$11,459



August 17, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 027 – 18” Force Main**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following credit for the 18” force main. Per discussions, 18” force main will be PVC in lieu of ductile iron. Please see below credit for material cost savings. We are requesting (0) additional contract days for this work.

PROPOSAL TOTAL

(\$12,556.00)

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent



October 13, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 028 – Sampler sidewalk and 2” water line revisions**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for additional sidewalk at the sampler location and 2” waterline revisions. Please reference attached revised plansheets 6 and 15. See below pricing and attached breakdown for review. We are requesting (2) additional contract days for this work.

PROPOSAL TOTAL

\$2,896.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: Added Sidewalk and 2" Water Line Revisions
CPR 28 **Date:** October 13, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
Rebar/Sand	\$ 100.00	X	1	\$100.00
Backhoe	\$ 40.00	X	10	\$400.00
Pipe	\$ 225.00	X	1	\$225.00
Concrete	\$ 139.00	X	1	\$139.00
Forms	\$ 100.00	X	1	\$100.00
		X	1	\$0.00
Subtotal				\$964.00
Sales Tax	\$964.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$964.00

LABOR:	Hours	Op	Rate	Extended
Sidewalk - excavate/sand/rebar/form/pour	20	X	\$25.00	\$500.00
2" install	10	X	\$25.00	\$250.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman, 4 hours):	4	X	\$40.00	\$160.00
Superintendent Time (2 hours):	2	X	\$75.00	\$150.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$1,060.00

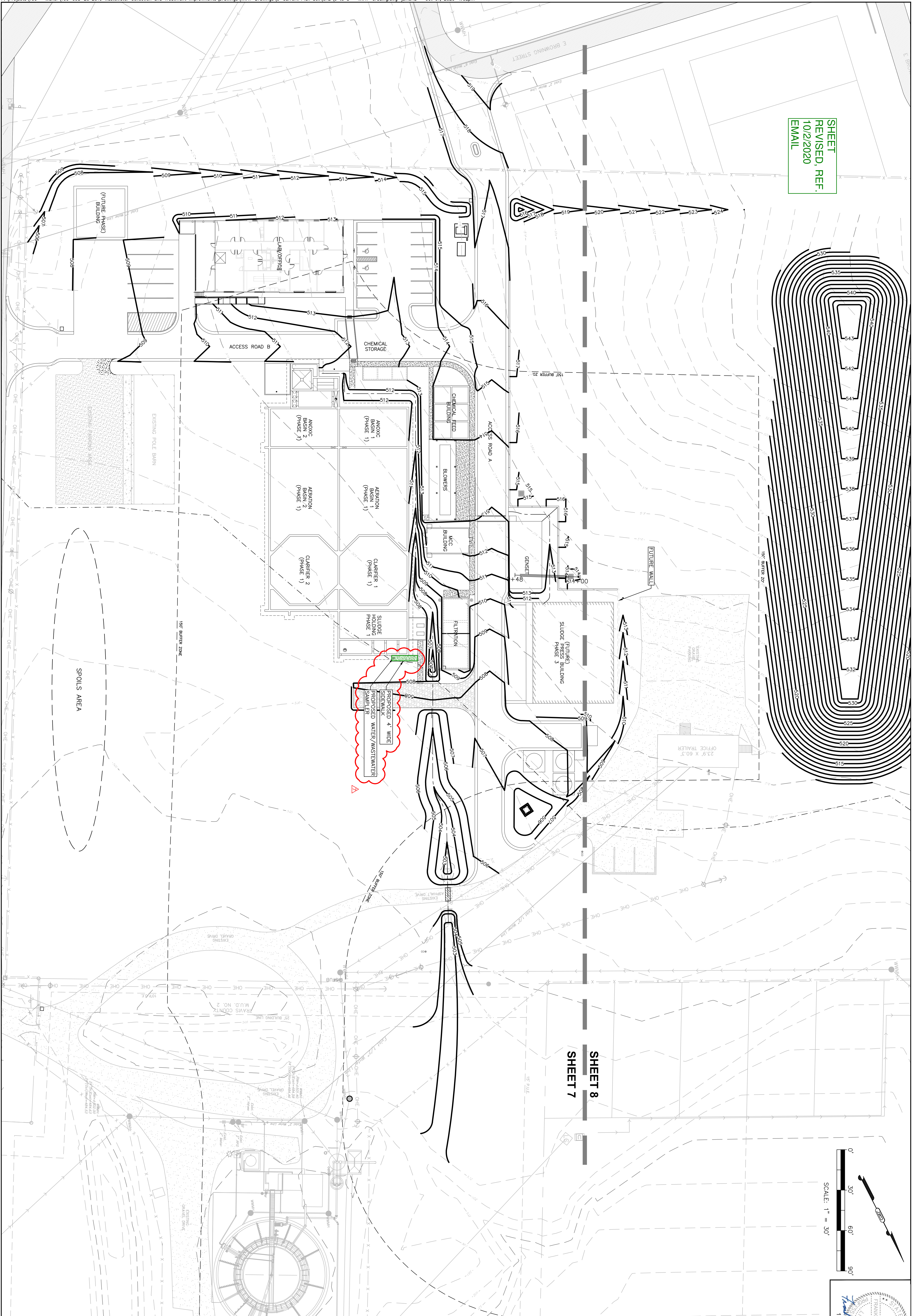
DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	2	X	\$85.00	\$170.00
	\$0.00	X	\$85.00	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$170.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$2,194.00	X	1	\$2,194.00
Work Comp / SS / Unemployment:	\$1,060.00	X	25.00%	\$265.00
SUBTOTAL:				\$2,459.00
OH&P @ 15%:	\$2,459.00	X	15.00%	\$368.85
EXCEL CONSTRUCTION SUBTOTAL:				\$2,827.85

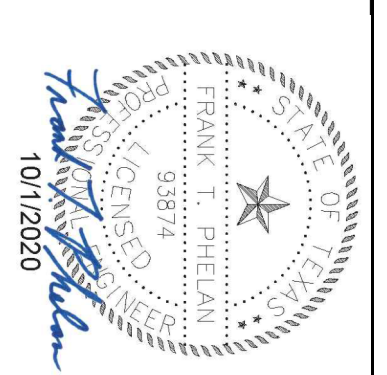
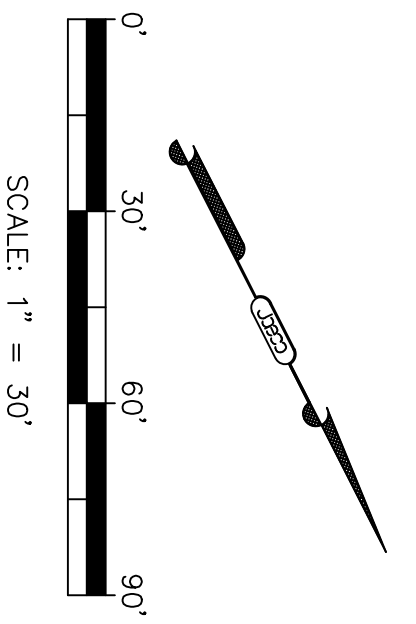
SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$0.00
OH&P @ 15%:	\$0.00	X	15.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				\$0.00

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$2,459.00	X	2.00%	\$49.18
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$2,877.03
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$2,877.03	X	0.65%	\$18.70
GRAND TOTAL THIS CHANGE:				\$2,896

SHEET
REVISED, REF.
10/2/2020
EMAIL



SHEET 7
SHEET 8



NO.	DATE	REVISIONS	APPV.
7	10/01/20	ADDED SIDEWALK AND WATER/WASTEWATER SAMPLER	



October 20, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 029 – Sludge Processing Wall**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for the new 16' wall and grout floor at the sludge processing plant. Please reference S.3.1 plansheet issued 10/12/20 and GH Systems thickener drawing. See below pricing and attached breakdown for review. We are requesting (35) additional contract days for this work.

PROPOSAL TOTAL

\$191,767.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: Sludge Processing - 16' Wall
CPR 29 **Date:** October 20, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
hydrotite	\$ 740.00	X	1	\$740.00
leakmaster	\$ 768.00	X	1	\$768.00
rebar	\$ 5,230.00	X	1	\$5,230.00
concrete	\$ 12,788.00	X	1	\$12,788.00
grout	\$ 12,760.00	X	1	\$12,760.00
forms	\$ 12,600.00	X	1	\$12,600.00
pump truck	\$ 11,000.00	X	1	\$11,000.00
epoxy	\$ 750.00	X	1	\$750.00
backhoe	\$ 40.00	X	40	\$1,600.00
Subtotal				\$58,236.00
Sales Tax	\$58,236.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$58,236.00

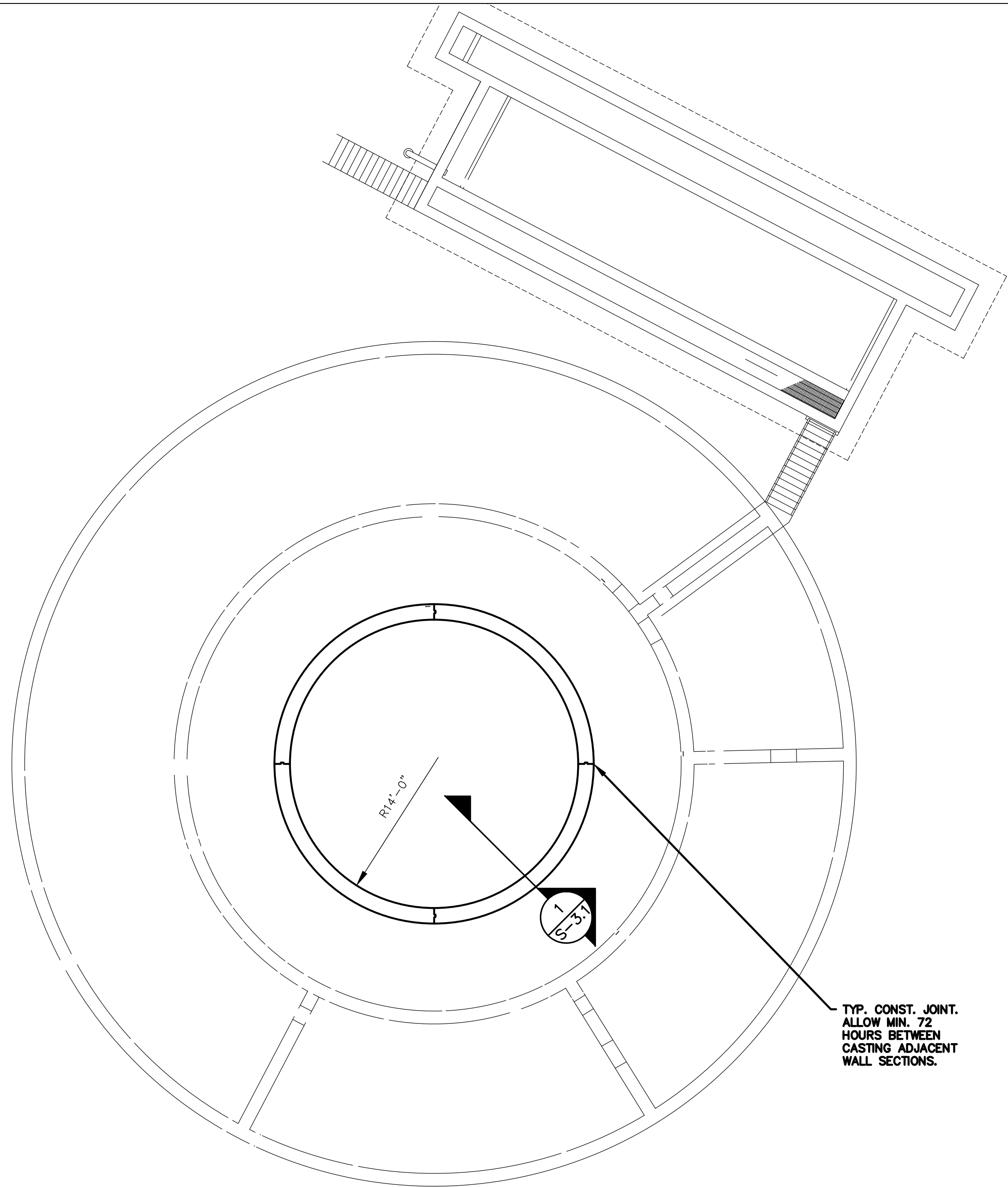
LABOR:	Hours	Op	Rate	Extended
Formwork	570	X	\$25.00	\$14,250.00
patch and rub	268	X	\$25.00	\$6,700.00
pour concrete/grout	564	X	\$25.00	\$14,100.00
epoxy dowels	54	X	\$25.00	\$1,350.00
tie rebar	140	X	\$25.00	\$3,500.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman):	160	X	\$40.00	\$6,400.00
Superintendent Time:	160	X	\$75.00	\$12,000.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$58,300.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	160	X	\$85.00	\$13,600.00
General Conditions	\$8,434.00	X	1	\$8,434.00
SUBTOTAL DIRECT JOB EXPENSES:				\$22,034.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$138,570.00	X	1	\$138,570.00
Work Comp / SS / Unemployment:	\$58,300.00	X	25.00%	\$14,575.00
SUBTOTAL:				\$153,145.00
OH&P @ 15%:	\$153,145.00	X	15.00%	\$22,971.75
EXCEL CONSTRUCTION SUBTOTAL:				\$176,116.75

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
Jeans Waterproofing	\$6,000.00	X	1	\$6,000.00
Penhall	\$3,700.00	X	1	\$3,700.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$9,700.00
OH&P @ 15%:	\$9,700.00	X	15.00%	\$1,455.00
SUBCONTRACTS SUBTOTAL:				\$11,155.00

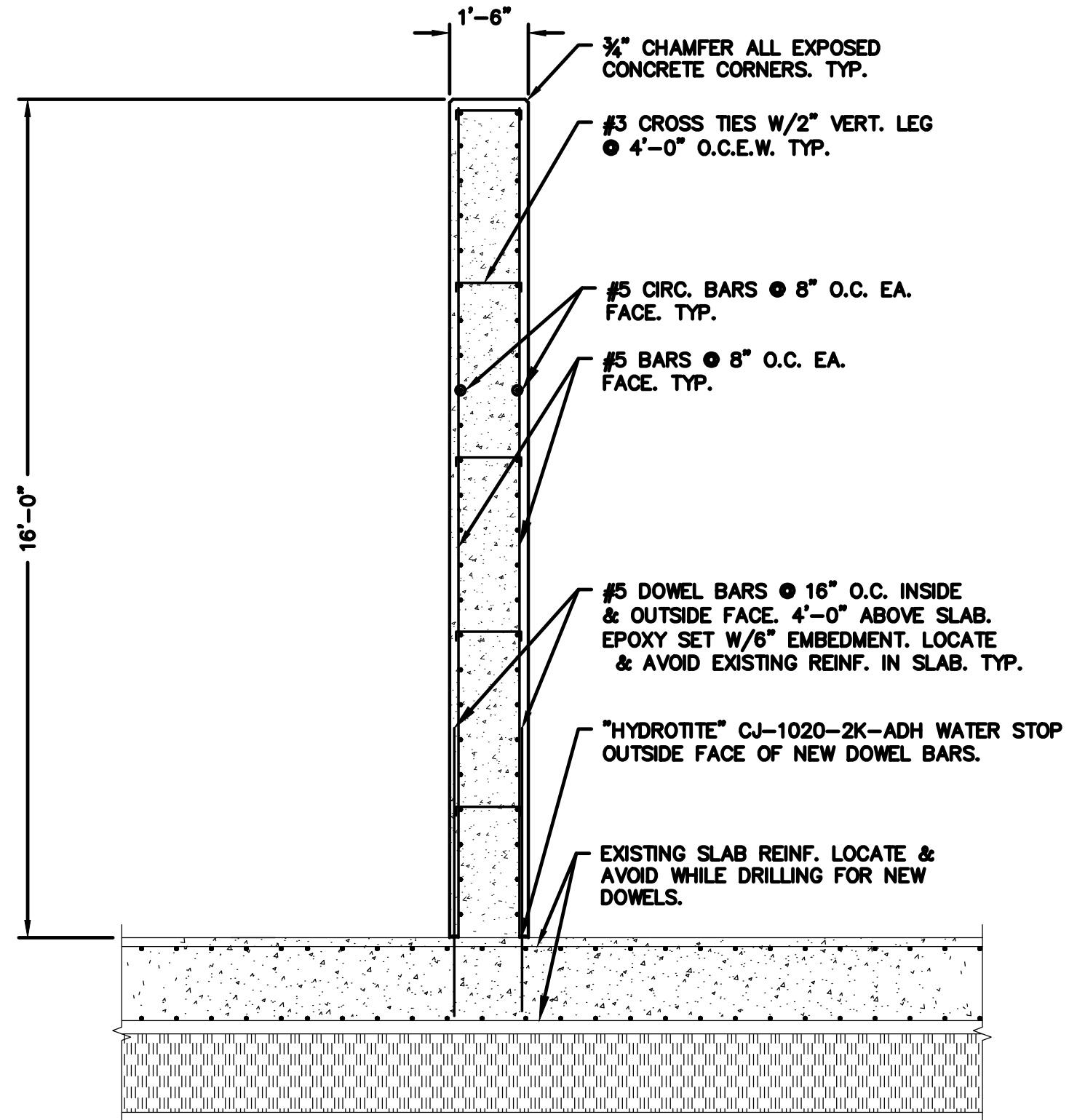
SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$162,845.00	X	2.00%	\$3,256.90
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$190,528.65
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$190,528.65	X	0.65%	\$1,238.44
GRAND TOTAL THIS CHANGE:				\$191,767



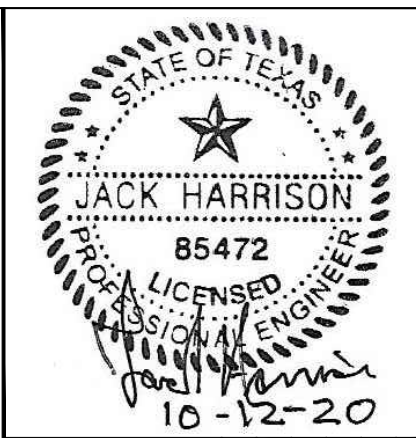
SLUDGE PLANT FOUNDATION FRAMING PLAN
SCALE: 1/8"=1'-0"



TYP. CONST. JOINT.
ALLOW MIN. 72
HOURS BETWEEN
CASTING ADJACENT
WALL SECTIONS.

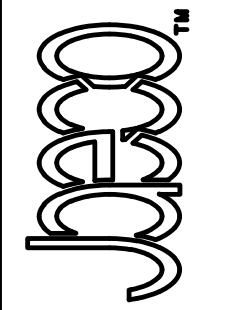


S.3.1 INTERIOR BASIN WALL SECTION
SCALE: 3/8"=1'-0"



NO.	DATE	REVISIONS	APPLY

Jay Engineering Company, Inc.
P.O. Box 1220 78646-1220
Meridian, TX 78646
Tel: (817) 266-8882 Fax: (817) 266-8018
TEXAS REGISTERED ENGINEERING FIRM F-4790



CITY OF MANOR
WASTEWATER COLLECTION AND TREATMENT IMPROVEMENTS
**SLUDGE PLANT
FOUNDATION FRAMING PLAN**

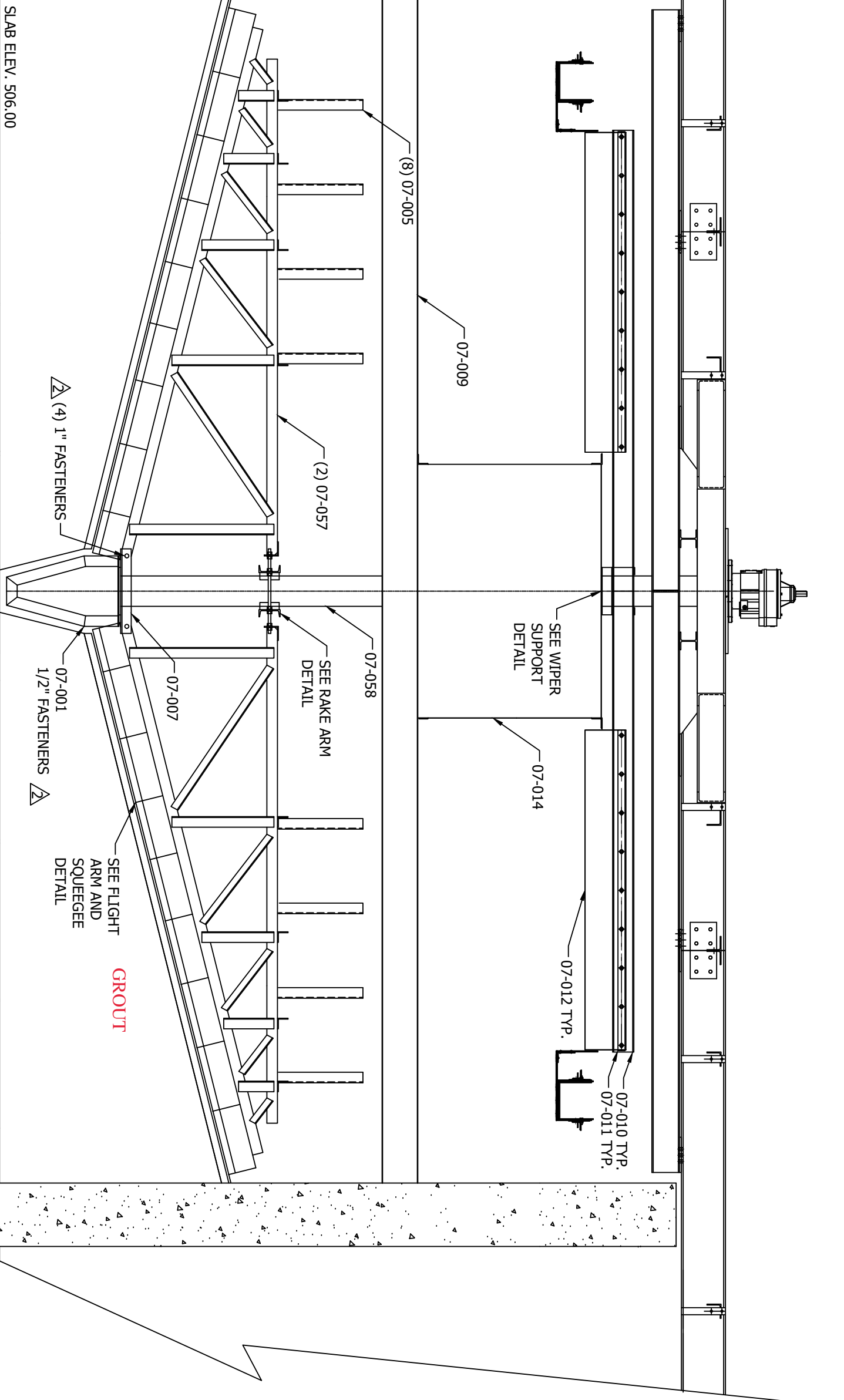
CITY OF MANOR
SCALE: AS NOTED DWG: JCA DESIGN: FTP DATE: MAY 2017
JOB NO. 100-068-20

**STRUCTURAL
DESIGN
CONSULTING**
REGISTERED TEXAS FIRM #4888, 100 PARK ROAD SOUTH, WIMBERLEY, TEXAS 78676
OFFICE 830-935-2640 MOBILE 830-832-1650

SHEET
S.3.1
of 48

16 Section
17

SLAB ELEV. 506.00



(4) 1" FASTENERS

(2) 07-057

(8) 07-005

07-009

SEE RAKE ARM
DETAIL

07-058

SEE WIPER
SUPPORT
DETAIL

07-014

07-012 TYP.

07-010 TYP.
07-011 TYP.

07-001
1/2" FASTENERS

SEE FLIGHT
ARM AND
SQUEEGEE
DETAIL

GROUT

ADDED NOTES
8/18/2020 SSW



G-H SYSTEMS INC.

GEORGETOWN, TX 78626
TEL (830) 305-7301

info@g-h-systems.com
g-h-systems.com

PROJECT NAME: WILBARGER CREEK WWTP
MANOR, TX

SHEET TITLE: THICKENER IOM
ROTATING ASSEMBLY 2

REV. 3

DATE: 8/20

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SCALE: NTS

DRAWN: SSW

SHEET NO: 18 OF 19



CMC Capitol City Steel
P.O. Box 3195
Austin, TX 78764
Phone
Fax

CMC Change Order #: CO9
Change Order Date: 10/19/20

CHANGE ORDER REQUEST

Customer: Excel Construction Services
1202 Leander Dr
Leander, TX 78641-2281

Project: Wilbarger Creek WWTP -
City of Manor

CMC Job #: 1923701844

Subject: Sludge Plant - Retaining Wall

Description of Changes:

A wall was added at the Sludge Plant - this is the cost and material associated.
5.4 tons @ \$950 per ton + \$100 for supports

Amount of this Change Order (**excluding taxes**) **\$ 5,230.00**

It is mutually agreed that for such change the contract price is changed by \$ **5,230.00** , terms of payment are net 30 days. No retainage of funds will be allowed. If you have any questions regarding our Change Order, immediately contact the below signed to schedule a meeting to discuss it.

Change Order pricing is subject to market increase change if not approved within 30 days.





Excel Construction Services
Signature: _____

CMC Rebar
Signature: _____
CMC Representative - Blake Jefferson

Date: _____

Date: _____



 (512) 844-7842
 dbarron@penhall.com
 www.penhall.com
 4201 Felter Lane
 Austin, TX 78744

October 16, 2020

Excel Construction Services, LLC

Attn: David Wolff

Phone: 512.944.3039

Email: david@excelconstruction.com

Re: **BID PROPOSAL**
Manor WWTP
Old Hwy 20 & Llano Street
Manor, TX 78653

PENHALL COMPANY proposes to furnish labor, material and equipment for the above referenced project.

PROPOSED SCOPE OF WORK:

- **GPR Scan, Utility Locating or Digital X-Ray** of proposed areas to locate buried utilities and structure steel elements before demo or excavation work begins. Field reporting; if reports are required additional time charges will apply.
- All Penhall analyst field tickets must be signed by customer as acknowledgment of technical limitations and production time spent onsite with scope of work completed. All T&M Rates apply from portal to portal.
- ***Lump Sum Budget for GPR scanning at approx 160' LF x 18" wide area of slab to be charged approximately \$3,700.00***

GPR Scanning Services: \$450.00 Minimum Charge = 3 hour window + \$185.00 per hour for each hour after.

Utility Locating Services: \$550.00 Minimum Charge = 3 hour window + \$185.00 per hour for each hour after.

Digital X-Ray Services: \$450.00 per hour while onsite + \$185.00 per hour during mobilization.

(A 3% Environmental Surcharge will be added to all invoices)

NOTES:

- Please contact Doc to schedule work. Phone: (512) 844-7842 or Email: dbarron@penhall.com
- Customer/owner will provide all layout of cutting, coring, removal areas as well as any/all protective covers.
- Penhall cannot be held responsible for unknown pipes/utilities that may be damaged during the cutting, coring or removal.
- Standby time due to owner or contractor delays, jobsite orientations, etc. will be billed out at \$ 125.00 per man hour.
- The Environmental Surcharge is intended to cover Penhall Company's nationwide costs to operate in a safe and environmentally responsible manner. The environmental surcharge fee is not regulated nor collected by any government agency. Such environmental costs include, among other things, OSHA compliance with the new Silica Policies, handling & disposal of silica slurry and the training, monitoring and management of handling hazardous materials.
- **Please sign proposal and return via email or fax before work is started.**

EXCLUSIONS:

- Layout & engineering, Permit and fees, Sales tax, Retention, Barricades/Protective covers, Standby time due to owner/contractor delays, Access to work areas, Locate, cut, cap, demo or protect utilities, Cleaning and/or painting of walls due to saw cutting, Overcutting of corners will be acceptable, soil backfill or compaction, laboratory testing of concrete, Warranty on supplied materials or work performed.

*Number of mobilizations included: One (1): Each additional move in will be charged at: \$450.00 / each.
Any subsequent contract will be on AIA Doc. 401 (1997 edition), AGC Doc. 640 or will have PC Contract Addendum attached;
minimum amount for subcontract agreement shall be \$25,000.00. Bid firm for 10 days.*

PENHALL COMPANY

By _____ Date _____
Doc Barron

Accepted,

By _____ Date _____

4201 Felter Lane Austin, TX 78744 Phone: (800) PENHALL Fax: (512) 385-3100



October 20, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 030 – Admin Building – Retaining Wall**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for revisions to the administration building retaining wall. Please reference revised plansheet 35 issued 10/2/20. Pricing includes material and labor cost for wall reinforcing and added footing. See below pricing and attached breakdown for review. We are requesting (5) additional contract days for this work.

PROPOSAL TOTAL

\$7,891.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: Admin Building - Retaining Wall
CPR 30 **Date:** October 20, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
backhoe	\$ 40.00	X	16	\$640.00
rebar	\$ 547.50	X	1	\$547.50
concrete (added footing)	\$ 973.00	X	1	\$973.00
footing forms	\$ 300.00	X	1	\$300.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$2,460.50
Sales Tax	\$2,460.50	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$2,460.50

LABOR:	Hours	Op	Rate	Extended
excavate footing	16	X	\$25.00	\$400.00
form footing	48	X	\$25.00	\$1,200.00
tie rebar	20	X	\$25.00	\$500.00
pour footing	16	X	\$25.00	\$400.00
		X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman):	8	X	\$40.00	\$320.00
Superintendent Time:	4	X	\$75.00	\$300.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$3,120.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	4	X	\$85.00	\$340.00
		X	1	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$340.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$5,920.50	X	1	\$5,920.50
Work Comp / SS / Unemployment:	\$3,120.00	X	25.00%	\$780.00
SUBTOTAL:				\$6,700.50
OH&P @ 15%:	\$6,700.50	X	15.00%	\$1,005.08
EXCEL CONSTRUCTION SUBTOTAL:				\$7,705.58

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$0.00
OH&P @ 15%:	\$0.00	X	15.00%	\$0.00
SUBCONTRACTS SUBTOTAL:				\$0.00

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$6,700.50	X	2.00%	\$134.01
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$7,839.59
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$7,839.59	X	0.65%	\$50.96
GRAND TOTAL THIS CHANGE:				\$7,891



CMC Capitol City Steel
P.O. Box 3195
Austin, TX 78764
Phone
Fax

CMC Change Order #: CO10
Change Order Date: 10/19/20

CHANGE ORDER REQUEST

Customer: Excel Construction Services
1202 Leander Dr
Leander, TX 78641-2281

Project: Wilbarger Creek WWTP -
City of Manor

CMC Job #: 1923701844

Subject: Retaining Wall at Admin Building

Description of Changes:

A wall was added at the Administration Building - cost and material associated is contained herein.
.55 tons @\$950 ton plus \$25 per supports

Amount of this Change Order (excluding taxes) \$ **547.50**

It is mutually agreed that for such change the contract price is changed by \$ **547.50** , terms of payment are net 30 days. No retainage of funds will be allowed. If you have any questions regarding our Change Order, immediately contact the below signed to schedule a meeting to discuss it.

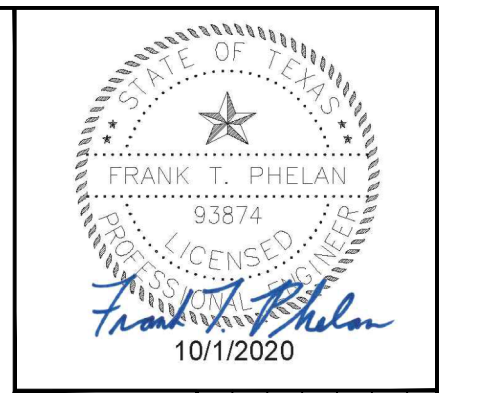
Change Order pricing is subject to market increase change if not approved within 30 days.

Excel Construction Services
Signature: _____

CMC Rebar
Signature: _____
CMC Representative - Blake Jefferson

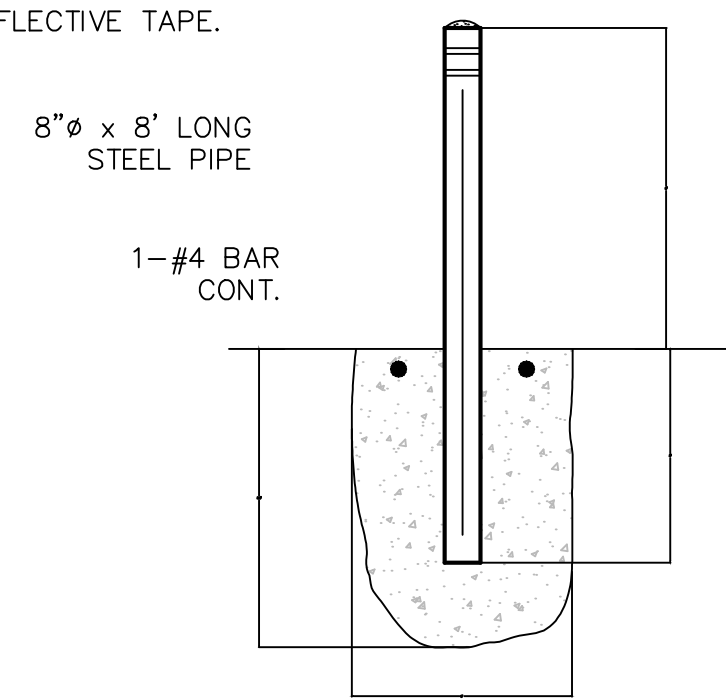
Date: _____

Date: _____



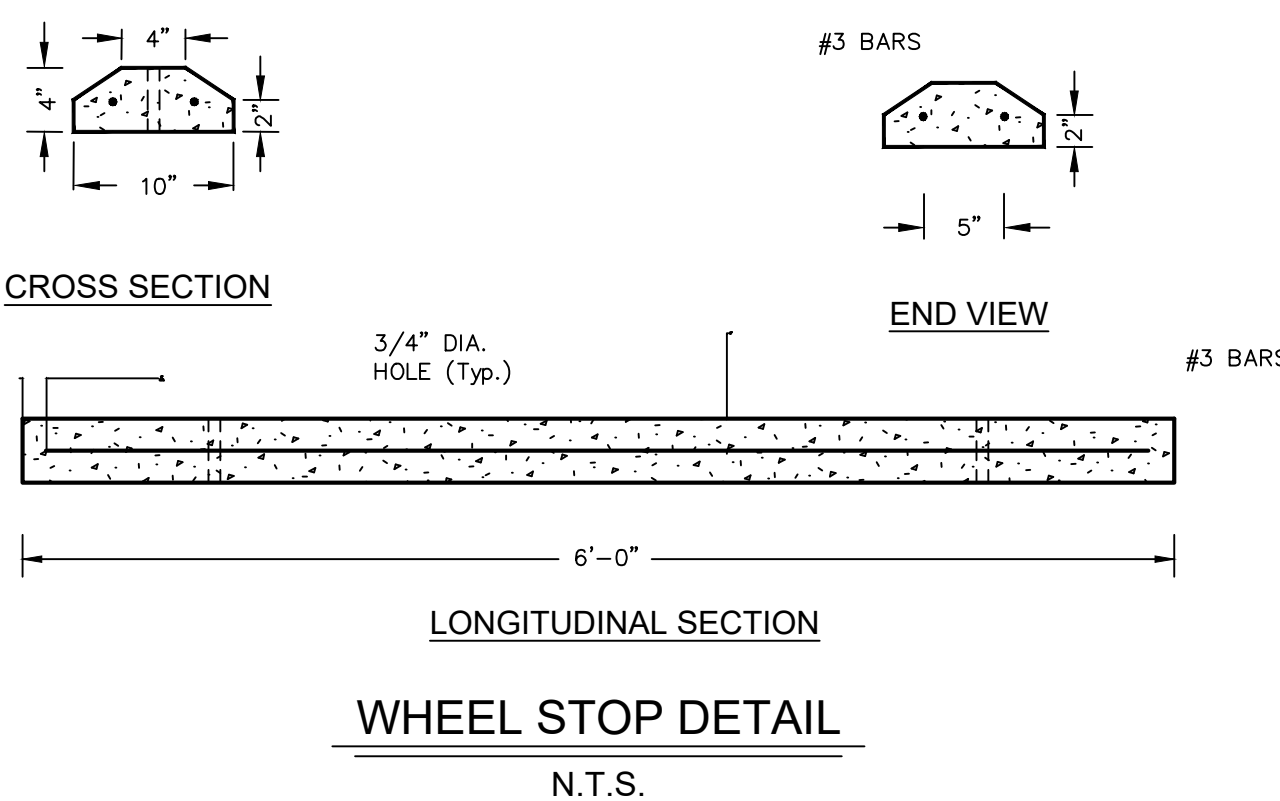
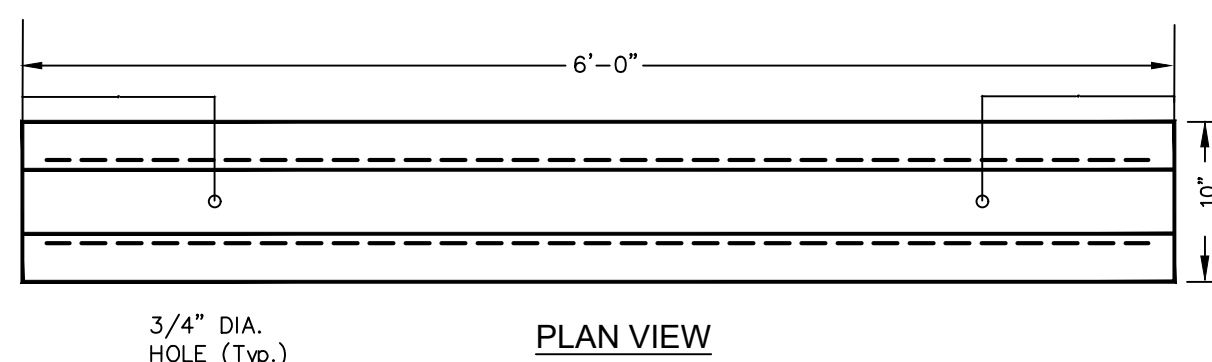
- NOTES:
1. FILL BOLLARDS WITH CONCRETE FOLLOWING INSTALLATION.
 2. BOLLARDS TO BE PLACED AS SHOWN.
 3. FINISH PAINT TO SPECIFICATIONS.

INSTALL RED & WHITE
2" REFLECTIVE TAPE.



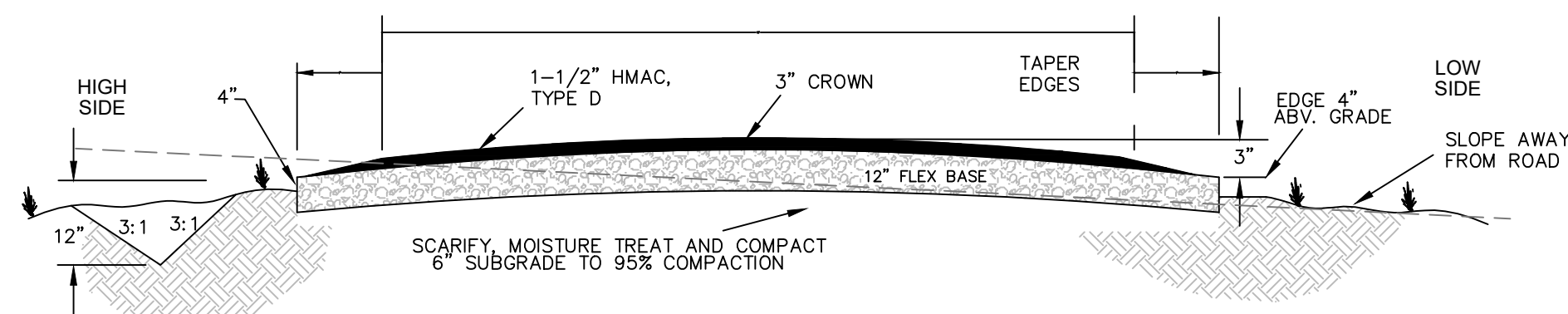
BOLLARD DETAIL (TYP.)
N.T.S.

NOTE:
ALL CONCRETE SHALL BE CLASS "A" = 3000 PSI

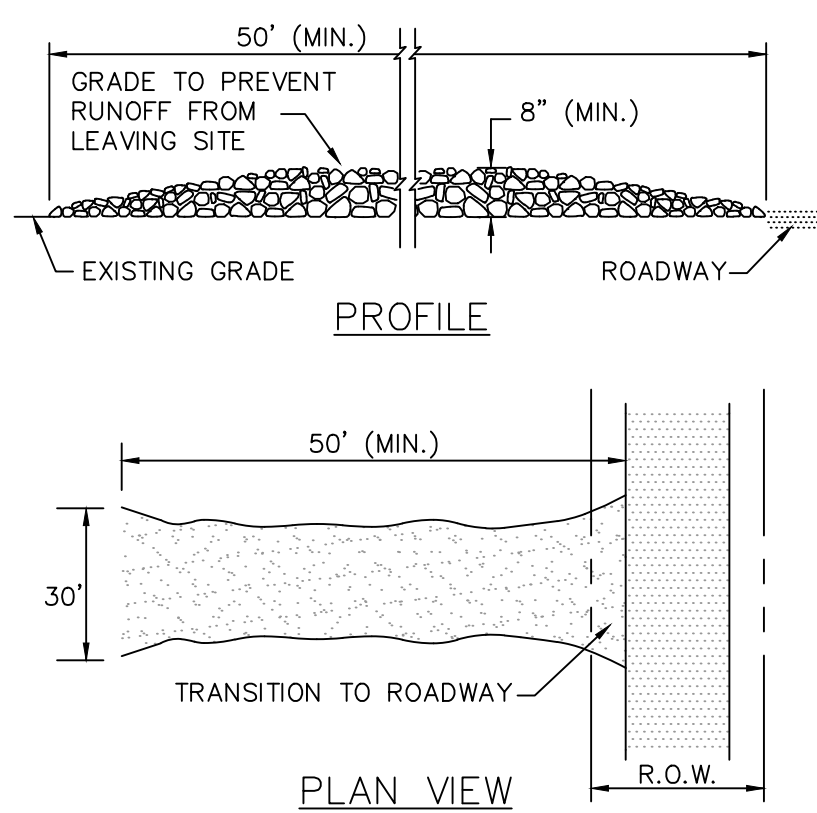


WHEEL STOP DETAIL
N.T.S.

- NOTES:
1. BASE MATERIAL TO BE TXDOT GRADE 1 OR 2 MEETING REQUIREMENTS OF SERIES 200 SECTION 210S OF COA STANDARD SPECS.
 2. CONTRACTOR TO INSTALL BASE ROAD SECTION PRIOR TO PLANT CONSTRUCTION. HMAc TO BE INSTALLED FOLLOWING SUBSTANTIAL COMPLETION OF PLANT.

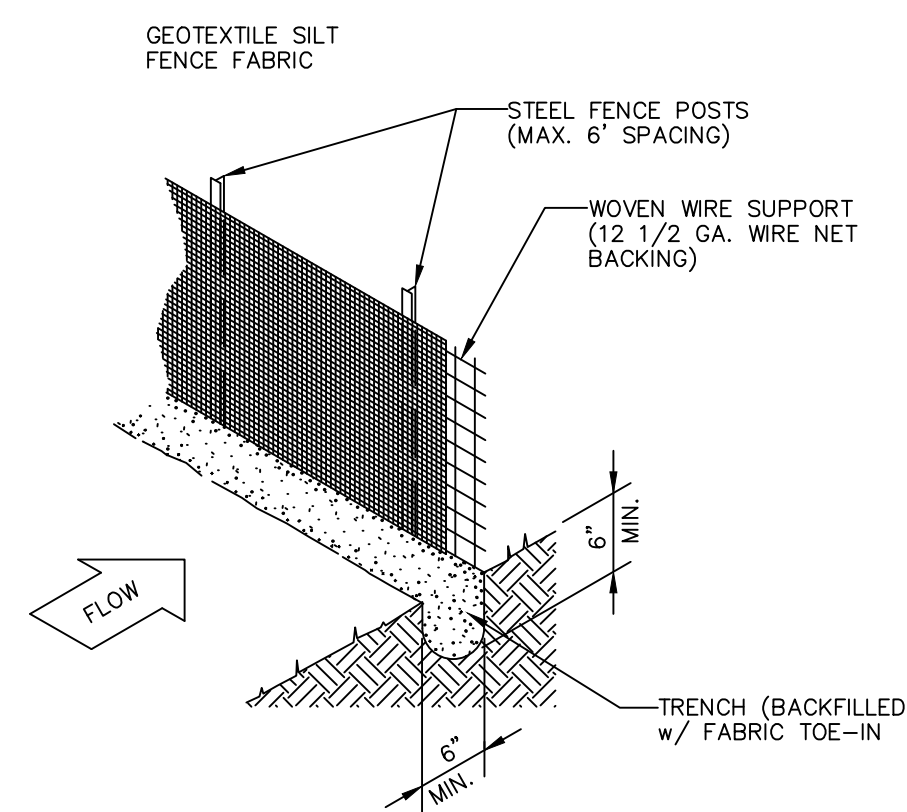


TYPICAL DRIVEWAY SECTION
N.T.S.



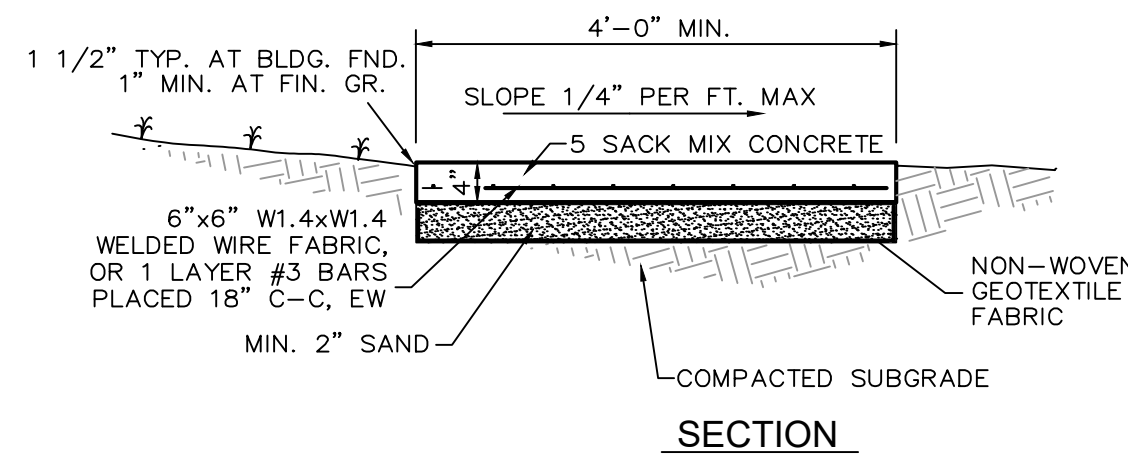
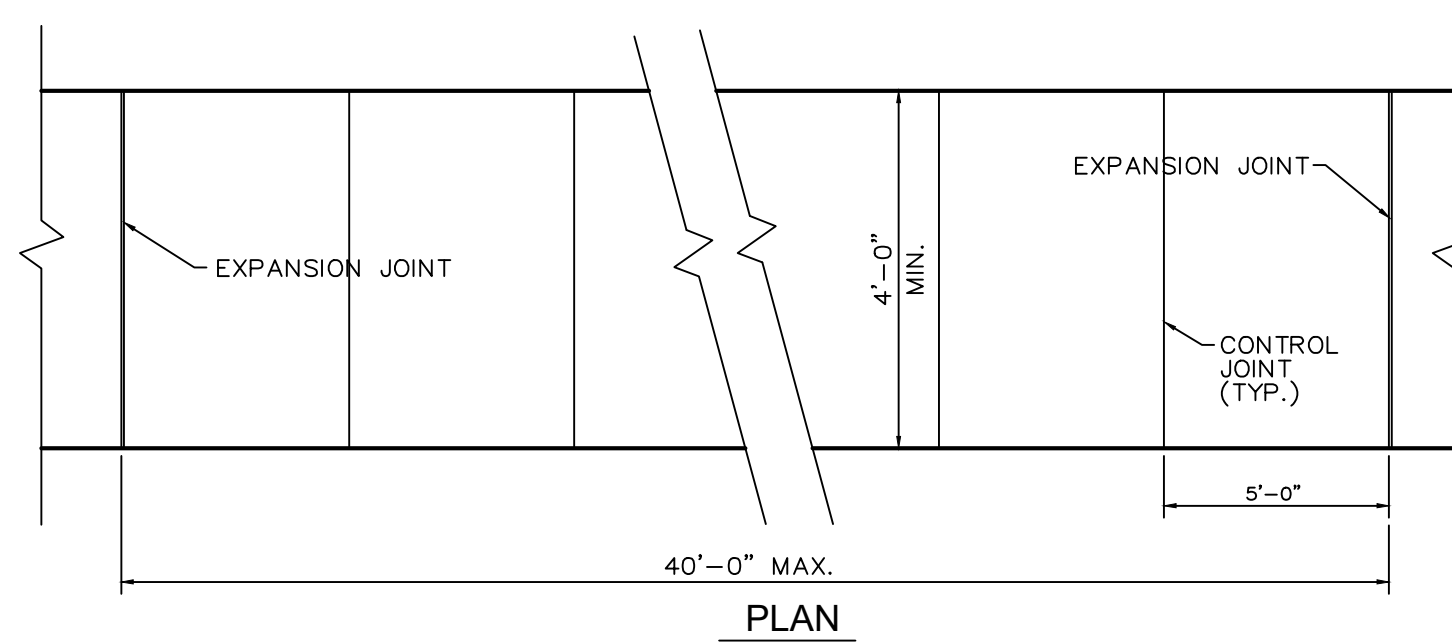
STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

- NOTES:
1. STONE SIZE - 3 TO 5 INCH OPEN GRADED ROCK.
 2. LENGTH - AS EFFECTIVE, BUT NO LESS THAN 50 FEET.
 3. THICKNESS - NOT LESS THAN 8 INCHES.
 4. WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
 5. WASHING - WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
 6. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEAN-OUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
 7. DRAINAGE - ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAIN SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

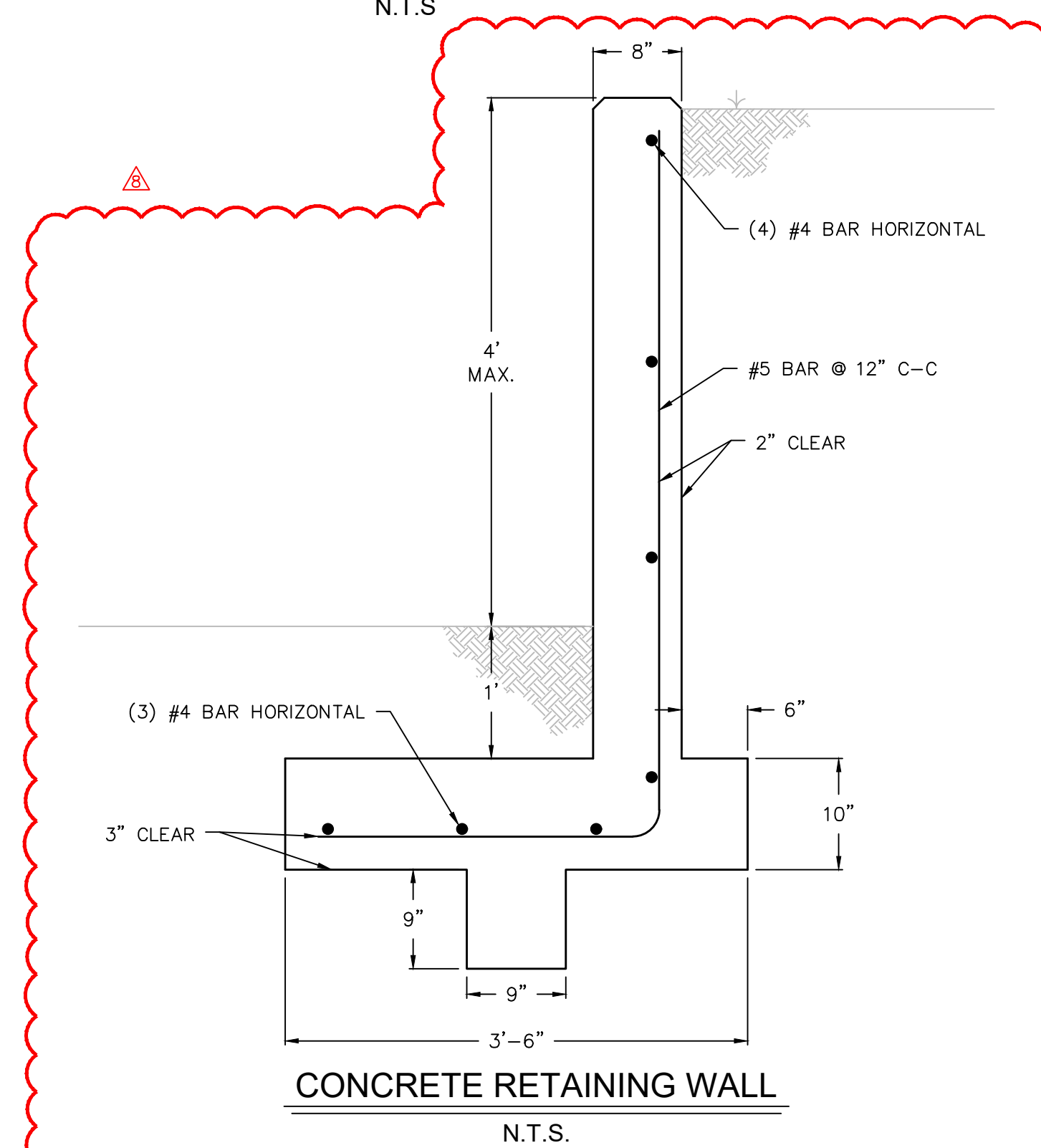


SILT FENCE
N.T.S.

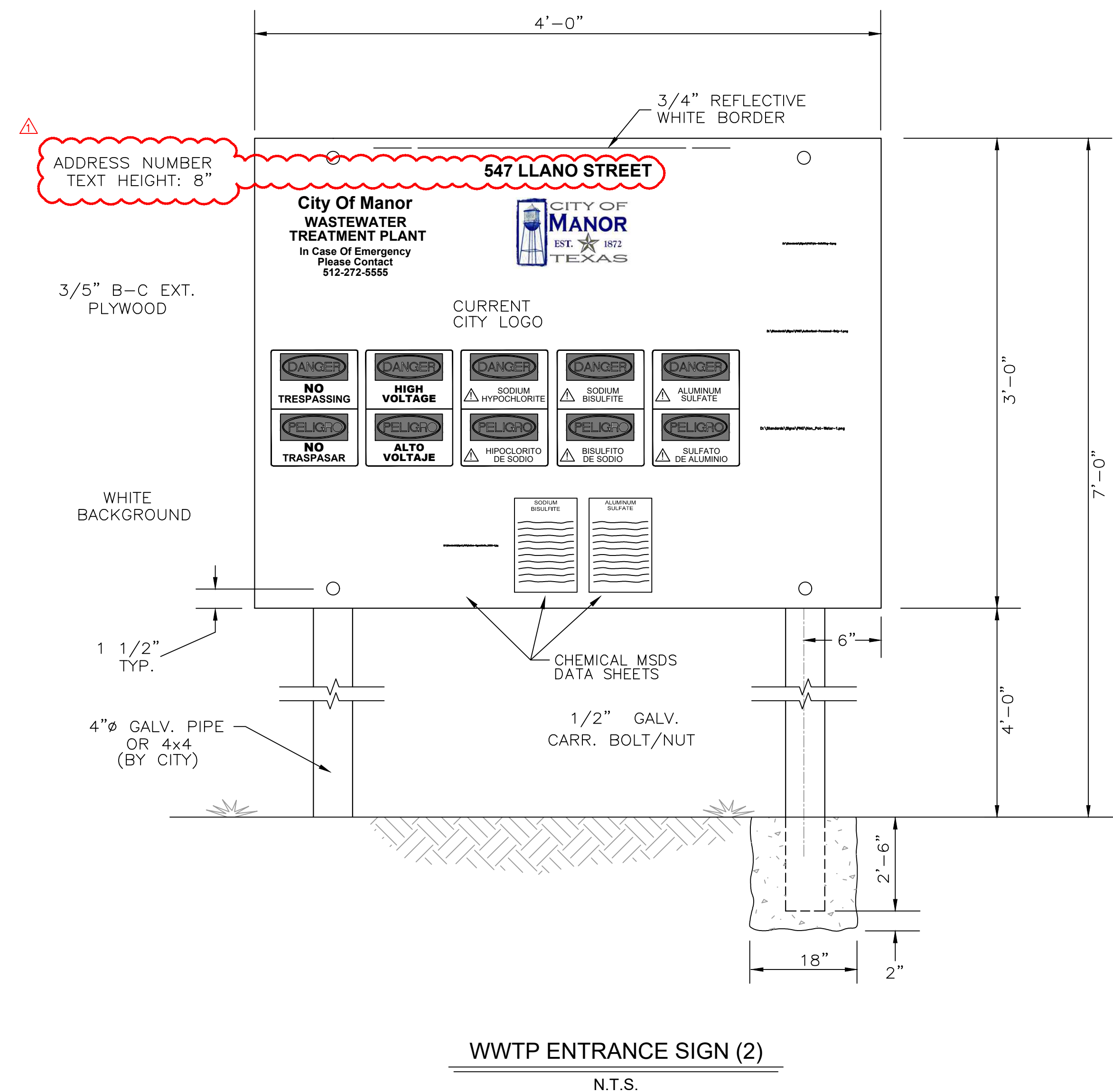
- GENERAL NOTES:
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
 2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICALLY TRENCHED, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
 3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE MATERIAL TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
 5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT, AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
 6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE. ACCUMULATED SILT SHALL BE DISPOSED OF AS IN NO. 7 BELOW.
 7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.



SIDWALK DETAIL
N.T.S.



CONCRETE RETAINING WALL
N.T.S.



WWTP ENTRANCE SIGN (2)
N.T.S.

P:\Projects\100 - Manor\100-068-20 2018 Wastewater Collection and Treatment Improvements\Drawings\WWT Treatment\Drawings\10-Comment Plan Set\CAD\35 - Misc Construction Details\35wp-jmhz - Oct 01, 2020 - 4:53pm

City of Manor
 WASTEWATER COLLECTION AND TREATMENT IMPROVEMENTS
MISCELLANEOUS CONSTRUCTION DETAILS
 JACO
 JACO Engineering Company, Inc.
 P.O. Box 1220
 Leander, Texas 78646-1220
 Tel. (512) 259-8882 Fax. (512) 259-8016
 TEXAS REGISTERED ENGINEERING FIRM E-4960
 SCALE: AS NOTED DWG: JGA DESIGN: FTP DATE: MAR 2019
 DWG. NO. AS NOTED JOB NO. 100-068-20
 SHEET 35



November 5, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 031 – APR #3**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for revisions to the administration building per APR#3. See below pricing and attached breakdown for review. We are requesting (75) additional contract days for this work.

Added W4, W5, and new door 22 glass pricing is forthcoming and not included here.

Approval is requested prior to work.

PROPOSAL TOTAL

\$57,263.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: APR #3
CPR 31 **Date:** November 5, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
Hull Supply	\$ 3,315.00	X	1	\$3,315.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$3,315.00
Sales Tax	\$3,315.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$3,315.00

LABOR:	Hours	Op	Rate	Extended
		X	\$25.00	\$0.00
		X	\$25.00	\$0.00
		X	\$25.00	\$0.00
		X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman):	0	X	\$40.00	\$0.00
Superintendent Time:	0	X	\$75.00	\$0.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$0.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	40	X	\$85.00	\$3,400.00
Admin Bldg - builders risk	\$569.00	X	\$1.00	\$569.00
SUBTOTAL DIRECT JOB EXPENSES:				\$3,969.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$7,284.00	X	1	\$7,284.00
Work Comp / SS / Unemployment:	\$0.00	X	25.00%	\$0.00
SUBTOTAL:				\$7,284.00
OH&P @ 15%:	\$7,284.00	X	15.00%	\$1,092.60
EXCEL CONSTRUCTION SUBTOTAL:				\$8,376.60

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
Austin Floorstore	\$10,362.49	X	1	\$10,362.49
Coburn	\$970.00	X	1	\$970.00
Thermal Mechanical	\$1,361.00	X	1	\$1,361.00
T. Morales	\$9,511.00	X	1	\$9,511.00
Technik Enterprises	\$5,784.56	X	1	\$5,784.56
Austin Windowerks	TBD	X	1	
Hanson	\$5,200.00	X	1	\$5,200.00
PCI	\$8,154.00	X	1	\$8,154.00
SUBTOTAL:				\$41,343.05
OH&P @ 15%:	\$41,343.05	X	15.00%	\$6,201.46
SUBCONTRACTS SUBTOTAL:				\$47,544.51

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$48,627.05	X	2.00%	\$972.54
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$56,893.65
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$56,893.65	X	0.65%	\$369.81
GRAND TOTAL THIS CHANGE:				\$57,263

Additional Work Order Authorization

AWA# 2179
Hanson bid file number: 19-276
Project Name: Wilbarger WWTP APR3 (lobby addition)
Project Location: Manor TX
Date Sent: 10/21/2020
Valued Customer: Excel Construction
Proposal sent by: Orlando Melchor

Revision#: 0
Attention: David Wolff
Reviewed by: JG

AWA Pricing

Price #1: Hanson, to provide material, fabrication and final installation of countertop as listed below.	\$	5,200.00
--	----	----------

Scope of work

New Countertops per Page SK1 dated 10/08/2020.
 New elevations: Elevation 2, Elevation 3 and Elevation 4 page SK1

NOTE ON MATERIAL:

per APR3 note 5.2 "Surface should match solid surface used in Room 9"

COLOR on ROOM 9: Quartz Manhattan Q1016 has been discontinued. Another selection from Wilsonart Quartz Group 1 is assumed. Selection to be made by Customer.

Bracket Supports to match room 9

(1) TRAY: CR Lawrence CTDB16
 all Glasse to by others.
 Speak Through to by others

Files attached used as reference:

n/a

- Hourly Rate for additional Work: \$55 per man-hour regardless of skill level.
- Prices are Valid for 90 days pending Verbal approval or LOI
- Work to be during regular working hours 7:30am-3:30pm M-F.
- Our price includes fasteners and adhesives (less epoxy cement) as required
- Our price is based on reasonable schedule and assumes ALL Fixed Material Necessary to complete elevations is to be delivered in an agreed sequence with free standing units to deliver after finished flooring is in place to avoid double handling – No allowances included for an accelerated schedule and/or double handling resulting from acts outside of The Hanson Group control.
- Installation Workmanship Warranty good for 12 months
- All Material and Installation Will Meet AWI Standards
- THG not responsible for damaged material caused by others due to delivery prior to required project conditions in place i.e. painted walls, ceiling grid, and conditioned air.
- Hanson's to provide daily cleanup of our work area

The Hanson Group reserves the right to withdraw if not accepted w/in 90 days, the project start date is Less than 60 days out, and/or if the scope listed above has changed. Terms of payment: full payment not to exceed 45 days OR per terms of a master agreement.



Change Request Form

Project Manager: Larry Tummins	Change Order #: CH3520C-2
Quote Number: E3520C	Date of Request: 09/14/2020
Requested By: David Wolff	Approved PO:

Scope of Change: Remove Door 01 and 03A from E3520C. Add Entry Control to door 22. Run new cable path to door 22 and install reader from door 01 to door 22. Credit One reader off of E2520C
Add in 1 door release button and cable to door 22.

Additional 6 hours of labor and 75' of door set cable, door release button, and cable for door release.
For a total of \$659.50 + tax.

Minus a credit of \$69.99 for a total of \$589.51 + Tax.

Justification:

Customer Request.

Technik Representative: Larry Tummins

Date: 10/12/2020

Customer Signature: _____

Date: _____



Technik Enterprises, LLC

P.O Box 17875
 AUSTIN, TX 78760
 (512) 243-8007

Quotation

Larry Tummins

Customer

Name **Excel Construction Services, LLC (David Wolff)**
 Address **547 Laano St**
 City **Manor** State **TX** ZIP **78653**
 Phone **(512) 944-3039**

Date **10/21/2020**
 Terms: **25% Prior**
 Quote # **3652**
 Expires **11/5/2020**

Qty	Description	Unit Price	TOTAL
Automatic Door Operator			
1	Automatic Door Operator	\$2,399.00	\$2,399.00
2	Wireless Transmitter	\$185.99	\$371.98
1	Wireless Receiver	\$190.49	\$190.49
2	Push to Open Button	\$80.99	\$161.98
1	Brace Plate	\$49.99	\$49.99
1	Misc. Parts & Supplies	\$79.34	\$79.34
14	Labor	\$95.00	\$1,330.00
14	EHP Charge	\$10.00	\$140.00
<p>Notes: "Others" to provide all structure, conduit, junction boxes, wire chase ways, 110VAC, Network, POE+, Internet access, and any additional insurance or other requirements not included in scope of work.</p> <p>Any warranty period provided by Technik begins with beneficial use. Signed Contract and initial payment required prior to start of any work.</p> <p style="color: red;"><i>Ask us about our Financing options</i></p>			

ALL PRICING BASED ON CASH DISCOUNT

Project	\$472.28
SUBTOTAL	\$5,195.05
Shipping & Handling	\$0.00
Estimated Tax Rate	8.25%
& Taxes TX	\$428.59
ESTIMATED TOTAL	\$5,623.65

[Redacted Signature]

Larry Tummins

[Redacted Signature]

Office Use Only

Access Control, Video-Imaging Systems, CCTV, Supplies, and Repair Services.

Alma-Collier Inc
 dba Coburn and Company
 11705 North Lamar Blvd
 Austin TX 78753
 Coburnandco.com
 Phone: 512-836-6552
 Fax: 512-836-9216

Item 5.



Change Order Request

OCO Number: 00000002
Date: 10/13/2020
Project Number: 197123E
Contract Date: 7/3/2019

To:	Project:
Excel Const Excel Construction Service PO Box 2260 Leander TX 78646	Wilbarger Creek WWTP 547 Llano St Manor TX

Change Order Requests		
Description	Change Order	CMR Proposed Contract Change
Tape, float, texture and paint new wall in Lobby		\$970.00

Accepted By:

Other (Company Name)

By (Signature)

Printed Name

Date



SUPPLY SERVICES ACCESS CONTROLS
COMMERCIAL DOORS, FRAMES, & HARDWARE

www.hullsupply.com Security License #B15803

5117 East Cesar Chavez PH: 512-385-1262
Austin, TX 78702 Fax: 512-385-0225
Counter Fax:

DAVID CAMPOS
davidcampos@hullsupply.com

Ph: 512-225-8070 Mobile: 512-402-4147

Quote

1 0 2 7 1 2 2 2 1

Item 5.

Sales Order NO:0274222
Order Date: 10/14/2020
Ship Date: **11/6/2020**
Job NO: 1900397

S 0008027
O EXCEL CONSTRUCTION SERVICES
L P. O. BOX 2260
D LEANDER, TX 78646
TO:

ContactName: DICK ROSS
ContactPh: (512) 944-4776
karen@excelconstruction.com

S WILBARGER CREEK WWTP
H 547 LLANO ST.
I InvoiceOnly-19-008.081
P MANOR, TX 78653
TO:

CO RAC/WD/HDW

Customer PO	Ship Via	FOB	TERMS	Written By:
Wilbarger Creek	OUR_TRUCK		Net 30 days	DAVID CAMPOS

Line NO	Ship UM Qty	Qty Picked	ITEM NUMBER BO	ITEM DESCRIPTION	BIN	UnitPrice	ExtAmt
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FOLLOWING PER APR#3 REQUEST

SOLUTIONS II 487 CLEAR ANODIZED W/ 2" TRIM - VINYL FOR 1/4" GLASS

* 3	1 EA		RAC1233850	Series 487 SOL 3/0 x 7/0 LR 3F (14-Clear) 2 Face 453, E1, E1 - {Alum Frame}	Bin:	0.00	0.00
* 4	1 EA		RACO	Series 487 SOL 3/8 x 4/0 -4 SIDED FRAME	Bin:	0.00	0.00
* 5	1 EA		RACO	Series 487 SOL 3/8" x 4/0 -3 SIDED FRAME	Bin:	0.00	0.00
6			/050	TOTAL FOR ALUM FRAMES	Bin:		850.00

NOTE: GC TO SWAP OUT STRIKE JAMB #22 W/ EXISTING #01 DUE TO OPENING #22 TO BE CARD ACCESS

PLEASE SEE REVISED ELEVATION PER RACO SUPPLIER

RACO LEAD TIME: 2-3 WEEKS

RIFTCUT WHITE OAK W/ SA18 SAVANNAH FINISH (NAUF)

* 13	1 EA		VTI1233831	2/11 3/4 x 6/11 1/4 W/ 23 1/2" X 66" WD LTE Structural Composite Lumber Rift Cut White Oak (NAUF) SA 18 Savannah - {Wood Door} TAG(S): LHR_22	Bin:	830.00	830.00
------	------	--	------------	---	------	--------	--------

LEAD TIME: 4-5 WEEKS

HARDWARE FOR OPENING #22 AND LOCK FOR #01 - GC TO REUSE ELEC STK AND STOREROOM LOCK AT #22

* 17	3 EA		IVES	5BB1 x 4.5 X 4.5 x 652 TAG(S): 22(3)	Bin:	0.00	0.00
------	------	--	------	---	------	------	------

HMD STF KEYSHOP PURCHASING
WDR ALF INSTALL SHIPPING
HMF CAGE TAGGING SERVER



SUPPLY SERVICES ACCESS CONTROLS
COMMERCIAL DOORS, FRAMES, & HARDWARE

www.hullsupply.com Security License #B15803

5117 East Cesar Chavez PH: 512-385-1262
Austin, TX 78702 Fax: 512-385-0225
Counter Fax:

DAVID CAMPOS
davidcampos@hullsupply.com

Ph: 512-225-8070 Mobile: 512-402-4147

Quote

Item 5.

Sales Order NO:0274222
Order Date: 10/14/2020
Ship Date: **11/6/2020**
Job NO: 1900397

S 0008027
O EXCEL CONSTRUCTION SERVICES
L P. O. BOX 2260
D LEANDER, TX 78646
TO:

ContactName: DICK ROSS
ContactPh: (512) 944-4776
karen@excelconstruction.com

S WILBARGER CREEK WWTP
H 547 LLANO ST.
I InvoiceOnly-19-008.081
P MANOR, TX 78653
TO:

CO RAC/WD/HDW

Customer PO	Ship Via	FOB	TERMS	Written By:
Wilbarger Creek	OUR_TRUCK		Net 30 days	DAVID CAMPOS

Line NO	Ship UM Qty	Qty Picked	ITEM NUMBER BO	ITEM DESCRIPTION	BIN	UnitPrice	ExtAmt
* 18	1 EA		FALCON	SC71A x DS x 689 TAG(S): 22	Bin:	0.00	0.00
* 19	1 EA		FALCON	T561BDCD x Q x 23981145 x 5164 x 1 3/4" x [Classroom] x 626 (permanent core by others) TAG(S): 01	Bin:	0.00	0.00
* 20	1 EA		IVES	8400 x B-CS x 10" x 34" x US32D TAG(S): 22	Bin:	0.00	0.00
21			/015	TOTAL FOR HARDWARE	Bin:		985.00

LEAD TIME: 4-5 WEEKS

HULL SERVICES TO REMOVE HARDWARE ON #01 AND INSTALL LOCK,ELEC STK IN FRAME/DOOR #22. PLUS DOOR, NEW HINGES,CLOSER,KPLATE. HULL SERVICES TO THEN INSTALL NEW CLASSROOM LOCK ON DOOR #01

25	/FIELDSERVICE	ONSITE INSTALL/MODIFY/REPAIR	Bin:	650.00
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****DISCONNECTION AND NEW CONNECTION BY EXCEL'S SECURITY CONTRACTOR****

Note: Check shipments thoroughly. We are not responsible for shipment after delivery. Your signature here means you acknowledge receipt of material on this page and previous page(s). Keep your receipt for verification of such.

Received by _____ Date: _____

Print Name: _____

Net Order: 3,315.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 3,315.00
Less Deposit: 0.00
Order Balance: 3,315.00

RE-STOCKING FEE 25% *SPECIAL ORDERED ITEM NOT RETURNABLE

HMD STF KEYSHOP PURCHASING
WDR ALF INSTALL SHIPPING
HMF CAGE TAGGING SERVER

Page 2 of 2
Printed: 10/15/2020 8:03:18AM
SO WITH TAGS\SO_SalesO



4401 Freidrich Lane, Suite 306, Austin, TX 78744
 Telephone: 512-443-0535 Fax: 512-443-3404

October 28, 2019

Attn: Matt Cannon |

Excel Construction Services.

Subject: Willbarger Creek
 Ref: COR #003R– Office changes

Dear Mr. Cannon:

Please see below for Office changes to the following

- 1) Added P4 wall
- 2) Raco frame install (added door, 2 windows, remove and reinstall one frame)
- 3) Blocking
- 4) ACT Rework
- 5) GWB Patching

Exclusions: Any other additional work not listed on this COR. **Does not include Engineering changes if required. Glass install not included. Door and hardware not included.**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Material</u>	<u>Labor</u>	<u>Equip.</u>	<u>Total</u>
1	1	LS	\$315.00	\$1,374.00	\$300.00	\$1,989.00
2	1	LS	\$0.00	\$2,040.00	\$0.00	\$2,040.00
3	1	LS	\$102.00	\$943.00	\$0.00	\$1,045.00
4	1	LS	\$250.00	\$544.00	\$0.00	\$794.00
5	1	LS	\$134.00	\$1,088.00		\$1,222.00
					Subtotal:	\$7,090.00
					Overhead 10%	\$709.00
					Profit 5%	\$354.50
					Total:	\$8,154

Total – COR #003 = \$8,154

Sincerely,

Nathan Armstrong
 Project Manager

Thermal Mechanical Contractors, Inc.

P.O. Box 646 Manor, Texas 78653
(512) 272-5162 Fax (512) 272-5208
State License No. TACLA006533C

Proposal

Date: 10-13-2020

To: Excel Const.
Attn: David Wolff
Fax:

Project Name: Wilbarger WWTP Admit. Buildg. New Entry Return Ducting.
Location: Manor, TX>

.....

We propose to furnish work complete in accordance with the specifications below; for the sum of; \$1,361.00

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

.....

We hereby submit our estimate to furnish and install one new 24"x24" lay-in return air grill, one new grill box, 15 feet of duct with damper and all duct insulation.

Exclusions: all local and state taxes.

Acceptance of Proposal - _____
Signature Date

These conditions are acceptable and you are authorized to proceed as specified and outlined above.

ORIGINAL

Austin's FloorStore
401 E. Whitestone Blvd.
Cedar Park, TX. 78613
512-259-9990

Invoice No.

INVOICE

Customer

Name _____
 Address _____
 City _____ State TX ZIP _____
 Phone _____

Misc

Date _____
 Order No. _____
 Rep JOHN BICKNESE
 FOB _____

Qty	Description	Unit Price	TOTAL
1144	BPI COVE BASE RUBBER BLACK INCLUDES COVE BASE, ADHESIVE AND LABORE	\$ 2.79	\$ 3,191.76
3000	MOHAWK CARPET ILE - SWEEPING GESTURES NYLON INCLUDES CARPET, ADHESIVE LABOR	\$ 3.35	\$ 10,050.00
1200	BPI GLUE DOWN VINYN PLANK LVT NATURS PATH INCLUDES VINYL PLANK GLUE LABOR LEVELING <i>change TO Armstrong</i>	\$ 8.25	\$ 9,900.00
590	INTERCERAMICS URBANE SOHO WALL - BASOE GRIGO FLOOR INCLUDES TILE THINSET BOSTIK STAIN PROOF GROUT SCHLUTER CO VE BASE	\$ 11.75	\$ 6,932.50
SubTotal			\$ 30,074.26
Shipping			
Tax Rate(s)			
TOTAL			\$ 30,074.26

Payment Select One...

Comments _____
 Name _____
 CC # _____
 Expires _____

Office Use Only

C.O.D.



Project: Manor Wilbarger Creek WWTP

TMC Change #: COR-08

Owner: City of Manor

Project Change #: N/A

Date: 10-21-20

Change Order Request

Morales Company offers a change in pricing for consideration by the Owner.

Work associated with this Change includes the following:

- Revised Sheet E.2.15 – Additional Conduit & Jbox
- Revised Sheet E.2.16 – Additional Conduit, Wire, Telecom/Data Recp, & Interior Jbox.
- Revised Sheet E.2.17 – Additonal Smoke Detector & Re-submit Fire Alarm Drawings.
- Revised Sheet E.2.18 – Additional Lighting fixtures & Controls.

Items not included in this Change pricing:

- Any equipment not specifically referenced above

Total cost for work associated with this change is \$9,511.00

Extension in Time Request:

Approx time for installation: 2 weeks.

Change Initiated By: Frank Phelan / JEng. Change Prepared By: Zachary Eldridge / TMC

Change Delivered To: David Wolf / Excel Response Rqst'd By: ASAP

Carbon Copy To: None

Item 5.

Index	Description	Reference Type	Reference	Ref Amount	Operation	Rate	Amount
1	MATERIALS / QUOTES:						0.00
2	Misc Materials:	Material	Total	2,238.65	*	1.00	2,238.65
3	Fire Alarm	Calculated		1,165.00	*	1.00	1,165.00
4	Lighting Controls	Calculated		1,853.00	*	1.00	1,853.00
5	SUBTOTAL						5,256.65
6	#####						0.00
7	SALES TAX:	Material	Total	2,238.65	%		0.00
8	SUBTOTAL						0.00
9	#####						0.00
10	LABOR:						0.00
11	Straight Time Labor	Labor	Total	35.25	*	46.22	1,629.23
12	Overtime Labor	Calculated		0.00	*	69.33	0.00
13	Exec Order 13706 Hours	Labor	Total	35.25	*	0.04	1.41
14	Exec Order 13706 Rate	Component	13	1.41	*	46.22	65.17
15	Gen Foreman Hours	Labor	Total	35.25	%	10.00	3.52
16	Gen Foreman Rate	Component	15	3.52	*	50.97	179.67
17	Material Hndler Hrs	Labor	Total	35.25	%	5.00	1.76
18	Material Hndler Rate	Component	17	1.76	*	35.04	61.76
19	Update As Built Dwgs	Calculated		1.00	*	49.00	49.00
20	SUBTOTAL						1,984.83
21	#####						0.00
22	DIRECT JOB EXPENSES:						0.00
23	Expendable Tools	Material	Total	2,238.65	%		0.00
24	Equipment						0.00
25	Warranty on Material	Component	5	5,256.65	%	3.00	157.70
26	Warranty on Labor	Component	20	1,984.83	%	3.00	59.54
27	SUBTOTAL						217.24
28	#####						0.00
29	SUBCONTRACTS:						0.00
30	Sub #1	Calculated		0.00	*		0.00
31	Sub #2	Calculated		0.00	*		0.00
32	SUBTOTAL						0.00
33	#####						0.00
34	JOB SUBTOTAL						7,458.72
35	#####						0.00
36	MARKUPS:						0.00
37	Liability/Bldrs Risk	Component	34	7,458.72	%	2.00	149.17
38	WrkComp/SS/Unplymnt	Component	20	1,984.83	%	25.00	496.21
39	Overhead @ 5%	Component	34	7,458.72	%	5.00	372.94
40	JOB TOTAL						8,477.03
41	#####						0.00
42	Profit @ 10%	Component	40	8,477.03	%	10.00	847.70
43	JOB TOTAL + PROFIT	Component	42	847.70	*	1.00	9,324.74
44	Perf_Payment Bond	Component	43	9,324.74	%	2.00	186.49
45	ADD BOND	Component	44	186.49	*	1.00	9,511.23
46	#####						0.00
47	BID TOTAL						9,511.23

Item 5.

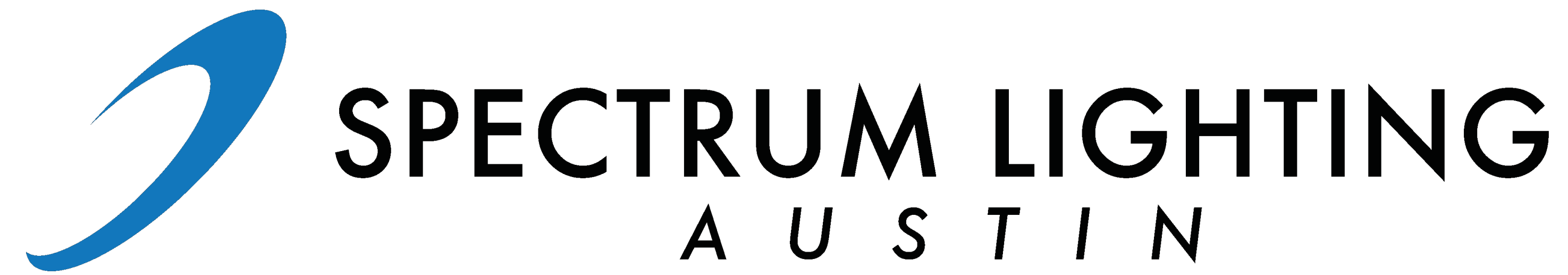
NOTES

Item				Custom Columns
Size	Item Desc	Qty	UOM	
	Smoke Detector	1.00		
(LABOR ITEM)	EXIT LIGHT SURF. MTD	2.00	EACH	
(LABOR ITEM)	RECESSED INCAND.	2.00	EACH	
3/4"	EMT	130.00	FEET	
3/4"	ALUM CONDUIT	100.00	FEET	
3/4"	ALUM 90 ELBOW	2.00	EACH	
3/4"	EMT STEEL SS CONN	16.00	EACH	
3/4"	EMT STEEL COMP CONN	14.00	EACH	
3/4"	EMT STEEL SS COUP	6.00	EACH	
3/4"	ALUM LB W/CVR & GASK	2.00	EACH	
3/4"	LOCKNUT	6.00	EACH	
3/4"	PLASTIC BUSHINGS	2.00	EACH	
3/4"	BONDING BUSHINGS-INS	14.00	EACH	
3/4"	CUT/THREAD-LABOR	10.00	EACH	
3/4"	ALUM COUPLING	10.00	EACH	
3/4"	ALUM MYERS HUBS GRDG	2.00	EACH	
	#12 GRD PIGTAIL	2.00	EACH	
3/4"	CADDY 35012P MTL STD	6.00	EACH	
1/4.	BEAM CLAMP-STEEL	15.00	EACH	
3/4"	Nest Back Clamp Crouse #CB2	13.00	EACH	
3/4"	HOLE DRILL & PATCH	1.00	EACH	
1/4.	FLAT WASHER	15.00	EACH	
1/4-20	CONCRETE DROP IN ANCHOR	4.00	EACH	
1/4-20	1/2 MACHINE SCREW	4.00	EACH	
1/4-20	1 MACHINE SCREW	13.00	EACH	
1/4-20	3/4 S.S.STOVE BOLTS	4.00	EACH	
	CADDY 350 BOX SUPT	6.00	EACH	
3/4"	S.S.STRUT STRAPS	13.00	EACH	
4 SQ BOX	1-1/2D 1/2 KO	2.00	EACH	
4 SQ BOX	1-1/2D 1/2 & 3/4 KO	8.00	EACH	
4 SQ BOX	2-1/8D 1/2 & 3/4 KO	2.00	EACH	
4 SQ	5/8D PLASTER RING	2.00	EACH	
4 SQ	1/2D 2G PLASTER RING	6.00	EACH	
4 SQ	4 SQ BLANK COVER	4.00	EACH	
	2G 3/4D PLASTER RING	1.43	EACH	
4G	MASONRY BOX 2-1/2D	0.29	EACH	
	08X06X04 Ssteel 316 Hinge Cvr Box	1.00	EACH	
	8X6X4 NENA 3R J-BOX	1.00	EACH	
3/4"	KO LABOR ONLY	2.00	EACH	
15A 3W	120V BR LEV 1453	2.00	EACH	
2G	IVORY TELE PLATE	6.00	EACH	
	NYLON LINE	430.00	FEET	
12	XHHW STR CU	450.00	FEET	
#12-2/C	MC CABLE W/GRN GRD	12.00	FEET	
SMALL	WIRE TERM-LABOR ONLY	6.00	EACH	

Item 5.

NOTES

Item				Custom Columns
Size	Item Desc	Qty	UOM	
	SCOTCHLOCKS-YELLOW	14.00	EACH	
3/8.	AC-ROMEX CONN	4.00	EACH	
	LAMINATED 1X4 1 LINE	9.00	EACH	



Acuity Controls Drawing Package
 WILBARGER CREEK WWTP & LS MANOR
 MANOR, TX
 PROJECT: 19-30977

LC0.1	SYSTEM NOTES
LC0.2	DETAILS & WIRING DIAGRAMS
LC1.0 SERIES	LAYOUTS

GENERAL SYSTEM NOTES:

ON DIGITAL SYSTEMS, ALL DEVICES TO BE CONNECTED IN A DAISY CHAIN PATTERN SO THAT THE FIRST AND LAST DEVICE IN THE CHAIN HAS AN OPEN PORT.

ON DIGITAL SYSTEMS, CONTRACTOR SHALL NOTE AND LABEL ADDRESS AND LOCATION OF EACH DEVICE ON THE SYSTEM ONE-LINE DIAGRAMS OR SYSTEM LAYOUT DRAWINGS AT TIME OF INSTALLATION.

ONE-LINE DIAGRAMS INDICATE THE REQUIRED GROUPING OF WIRES, NOT THE NUMBER OR SIZE OF CONDUITS.

WIRING SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (NEC) AND APPLICABLE LOCAL CODES, INCLUDING PROVISION OF EQUIPMENT GROUNDING AS REQUIRED BY THE NEC.

POWER CONDUCTORS SHALL BE SIZED PER THE NEC AMPACITY TABLES (ARTICLE 310), INCLUDING ADJUSTMENT FACTOR AND NEUTRAL CONDUCTOR REQUIREMENTS (FEED AND BRANCH NEUTRAL CONDUCTORS MUST BE COUNTED AS CURRENT CARRYING CONDUCTORS). RUN SEPARATE NEUTRAL CONDUCTORS FOR EACH DIMMED LOAD CIRCUIT.

FOR 0-10VDC DIMMING SYSTEMS, VIOLET AND GRAY CONDUCTORS ARE FOR 0-10VDC LOW VOLTAGE TERMINATIONS ONLY. NEVER TERMINATE LINE VOLTAGE (120/230/277VAC) TO VIOLET AND GRAY.

CONTRACTOR IS RESPONSIBLE FOR ALL CONTROL TERMINATIONS. NO SPLICES ARE PERMITTED IN CONTROL WIRING.

POWER AND CONTROL CONDUCTORS MUST NOT SHARE THE SAME RACEWAY OR CONDUIT.

LIGHTING CONTROL EQUIPMENT MUST BE INSTALLED, MAINTAINED, AND OPERATED IN AN "OFFICE CLEAN" DRY ENVIRONMENT, INDOOR DRY LOCATIONS ONLY. 10%% - 90%% RELATIVE HUMIDITY; AMBIENT TEMPERATURE 0--40-C (32--104-F) - 0--35-C (32--95-F) RECOMMENDED.

SENSORS IN ELECTRICAL/MECHANICAL LOCATIONS NEED TO BE VERIFIED WITH AUTHORITY HAVING JURISDICTION. REFER TO NEC 110.26.D.

RELAY AND DIMMER PANEL SCHEDULES SHOULD CONTAIN BREAKER PANEL INPUTS AS WELL AS ZONES/AREAS CONTROLLED.

VERIFY MAXIMUM CABLE LENGTHS BASED ON CONTROL SYSTEM. MANUFACTURER IS NOT RESPONSIBLE FOR SYSTEMS EXCEEDING CABLING PARAMETERS.

LOW VOLTAGE CABLE MUST BE INSTALLED AT LEAST 12 INCHES FROM ALL LINE VOLTAGE CONDUCTORS EXCEPT TO CROSS OR MAKE TERMINATIONS. CAT. 5 CABLE MUST BE KEPT AWAY FROM ALL EMF DEVICES SUCH AS BALLASTS OR TRANSFORMERS.

LOAD TYPES:

LINE VOLTAGE INCANDESCENT - NON-PHASE DEPENDENT FOR DIMMING.

MAGNETIC LOW VOLTAGE INCANDESCENT - ALLOWABLE IN FORWARD PHASE CONTROL MODE ONLY. TRANSFORMER MUST BE RATED FOR DIMMING BY ITS MANUFACTURER. ADD 25%% TO LAMP WATTAGE TO ALLOW FOR TRANSFORMER LOSS AND TO CALCULATE TOTAL LOAD.

FLUORESCENT - ALLOWABLE WITH 2-WIRE BALLAST, 0-10VDC BALLASTS, SOME 3-WIRE AND SWITCHED DEPENDING ON SYSTEM COMPATIBILITY. VERIFY CONTROL TYPES WITH YOUR REGIONAL SUPPORT TEAM.

LED - DIMMING ALLOWED PER LED DRIVER MANUFACTURER SPECIFICATIONS. VERIFY CONTROL TYPES WITH YOUR REGIONAL SUPPORT TEAM.

NEON & COLD CATHODE - ALLOWABLE IN FORWARD PHASE CONTROL MODE ONLY. BALLAST MUST BE RATED FOR DIMMING BY ITS MANUFACTURER AND BE NORMAL (LOW) POWER FACTOR. CONNECTED LOAD MUST NOT EXCEED 50%% OF THE DIMMER'S NOMINAL RATING.

MOTORS - NO DIMMING ALLOWED. SWITCHED CONTROL SOURCE ONLY.

ELECTRONIC LOW VOLTAGE INCANDESCENT - ALLOWABLE, NORMALLY IN REVERSE PHASE CONTROL MODE ONLY. ELV TRANSFORMER MUST BE RATED FOR DIMMING BY ITS MANUFACTURER.

HID - DIMMING NOT ALLOWED UNLESS WITH DIMMABLE HID DRIVER. OTHERWISE, MUST BE ON SWITCHED CONTROL SOURCE.

EMERGENCY - PLEASE CONTACT YOUR REGIONAL SUPPORT TEAM TO VERIFY EMERGENCY CONTROLS NECESSARY BASED ON SYSTEM REQUIREMENTS.

CONTROLS SYSTEM SUBMITTAL

This controls system submittal is provided only for informational purposes and to the help the customer or end-user (as applicable) understand how various controls devices are arranged, connect to each other, and are intended to operate. This controls system submittal is strictly based on the information provided to Acuity Brands, and is provided without warranty as to accuracy, completeness, reliability or otherwise. If the information (including but not limited to floor-plans, reflected ceiling plans, electrical plans and specifications) provided to Acuity Brands is incomplete or not current (i.e., newer versions exist), the accuracy of the proposed design may be adversely affected. Once this controls system submittal is received by the customer or end-user (as applicable), it is the obligation of the customer or end-user (as applicable) to consult with a professional engineering advisor to determine whether the proposed design meets the applicable project requirements for the controls system's performance, code compliance, safety, suitability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of any information contained in this submittal.

CONTROLS SYSTEM LAYOUT (PROVIDED WITH SUBMITTAL)

This controls system layout diagram is not a professional engineering drawing, and is provided only for informational purposes, without warranty as to accuracy, completeness, reliability or otherwise. It is the obligation of the customer or end-user (as applicable) to consult with a professional engineering advisor to determine whether the proposed design meets the applicable project requirements for the controls system's performance, code compliance, safety, suitability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of this controls system layout diagram.

Controls System Layout (Provided without Submittal)

This controls system layout diagram is not a professional engineering drawing, and is provided only for informational purposes and to the help the customer or end-user (as applicable) understand how various controls devices are arranged and connect to each other. This controls system layout diagram is strictly based on the information provided to Acuity Brands, and is provided without warranty as to accuracy, completeness, reliability or otherwise. If the information (including but not limited to floor-plans, reflected ceiling plans, electrical plans and specifications) provided to Acuity Brands is incomplete or not current (i.e., newer versions exist), the accuracy of the layout diagram may be adversely affected. Once this controls system layout diagram is received by the customer or end-user (as applicable), it is the obligation of the customer or end-user (as applicable) to consult with a professional engineering advisor to determine whether the proposed design meets the applicable project requirements for the controls system's performance, code compliance, safety, suitability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of this controls system layout diagram.

Architectural Lighting Submittal

This architectural lighting submittal is provided only for informational purposes and to the help the customer or end-user (as applicable) understand how various sections of linear fixtures connect to each other and how they mount to the ceiling. This lighting submittal is strictly based on the information provided to Acuity Brands, and is provided without warranty as to accuracy, completeness, reliability or otherwise. If the information (including but not limited to floor-plans, reflected ceiling plans, electrical plans and specifications) provided to Acuity Brands is incomplete or not current (i.e., newer versions exist), the accuracy of proposed design may be adversely affected. Once this lighting submittal is received by the customer or end-user (as applicable), it is the obligation of the customer or end-user (as applicable) to consult with a professional engineering advisor to determine whether the proposed design meets the applicable project requirements for lighting system performance, code compliance, safety, suitability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of any information contained in this lighting submittal.

SENSOR SWITCH NOTES:

ONE POWER PACK IS NEEDED PER CIRCUIT/ZONE TO BE CONTROLLED BY A MAXIMUM OF 14 LOW VOLTAGE SENSORS. POWER PACK PLACEMENT ON DRAWINGS IS FOR COUNTING ONLY. FINAL PLACEMENT OF POWER PACK IS UP TO CONTRACTOR/ENGINEER. PLEASE RECHECK COUNTS TO VERIFY THE NUMBER OF POWER PACKS NEEDED TO MAKE A COMPLETE SYSTEM. THE MAXIMUM NUMBER OF POWER PACKS THAT CAN BE CONTROLLED BY A GROUP OF SENSORS IS 5. IF YOU HAVE MORE THEN 5 CIRCUITS CONTROLLING A SPACE YOU WILL EITHER HAVE TO BREAK UP THE SPACE INTO ZONES OR USE ONE POWER PACK PER LIGHTING CONTACTOR TO PULL IN THE CIRCUITS.

SENSOR PLACEMENT AND TYPES WERE PLACED WITH CURRENT PROJECT INFORMATION. ADDITIONAL SENSORS AND TYPES OF SENSORS MAY BE REQUIRED TO PROVIDE COMPLETE COVERAGE DEPENDING ON DRAWING CHANGES, EMS/BMS, FINAL PARTITION HEIGHT/PLACEMENT, FURNITURE PLACEMENT, EQUIPMENT HEIGHT/PLACEMENT AND SHELVING HEIGHT/PLACEMENT.

FOR MAXIMUM DISTANCE USING CEILING MOUNTED 360° SENSORS ROTATE THE SENSOR CLOCKWISE SO THAT THE SCREW AXIS IS POSITIONED 7.5" OFF THE ENTRANCE AXIS. WHEN WALKING ACROSS A SENSOR'S BEAM, DETECTION WILL OCCUR AT APPROXIMATELY LONGEST DISTANCE. (REFER TO SPECIFICATION SHEET FOR PICTORIAL OF ALIGNMENT)

SENSOR MASKING KITS MAY BE REQUIRED TO LIMIT COVERAGE DEPENDING ON YOUR REQUIREMENTS.

MAXIMUM CABLE LENGTH FROM START DEVICE TO END DEVICE IS 1800'. MANUFACTURER IS NOT RESPONSIBLE FOR SYSTEMS EXCEEDING CABLING PARAMETERS.

nLIGHT SYSTEM NOTES:

EVERY nLIGHT ENABLED DEVICE (INCLUDING nLIGHT ENABLED FIXTURES) IS FURNISHED WITH (1) PERMANENTLY ADHERED ID TAG AND (1) MATCHING, PARTIALLY ADHERED ID TAG TO BE PLACED ON THE RISER DIAGRAM SHEET PROVIDED AS PART OF AN nLIGHT SUBMITTAL DURING INSTALLATION AND PRIOR TO FACTORY STARTUP. CONTRACTOR SHALL PLACE EACH ID TAG BELOW EACH CORRESPONDING DEVICE SHOWN ON RISER DIAGRAM TO FACILITATE FACTORY STARTUP. FAILURE TO COMPLY MAY RESULT IN STARTUP DELAYS AND ADDITIONAL COSTS AT THE CONTRACTOR'S EXPENSE. DO NOT PLACE DEVICE ID STICKERS ON FLOOR PLAN UNLESS REQUIRED TO EXECUTE nFLOORPLAN SERVICES. REFERENCE nFLOORPLAN SERVICE NOTES ON THIS SHEET FOR SPECIFIC REQUIREMENTS.

ONE RELAY PACK OR nLIGHT ENABLED FIXTURE IS NEEDED PER CIRCUIT/ZONE TO BE CONTROLLED AND CAN RESIDE WITHIN SENSORS, WALLPODS, OR RELAY PACKS. POWER PACK PLACEMENT ON DRAWINGS IS FOR COUNTING ONLY; FINAL PLACEMENT IS UP TO DISCRETION OF CONTRACTOR/ENGINEER. PLEASE RECHECK COUNTS TO VERIFY THE NUMBER OF RELAYS NEEDED TO SWITCH ALL DESIRED LOADS.

BRIDGES, RELAYS, POWER PACKS, WALLPODS, AND SENSORS ON DRAWINGS WERE PLACED WITH INFORMATION PROVIDED AT TIME OF DESIGN. ADDITIONAL BRIDGES AND/OR SENSORS MAY BE REQUIRED DEPENDING ON BUILDING CHANGES, FINAL PARTITION HEIGHT/PLACEMENT, FURNITURE PLACEMENT, EQUIPMENT HEIGHT/PLACEMENT AND SHELVING HEIGHT/PLACEMENT.

THE LAYOUT OF THE NETWORK BACKBONE (BRIDGES AND GATEWAYS) HAS BEEN PLACED IN A SEPARATE TREE DIAGRAM AND NOT ON THE ACTUAL LAYOUT. FINAL PLACEMENT OF THE BRIDGE(S) AND GATEWAY(S) DEVICES SHALL BE AT THE CONTRACTOR/ENGINEER DISCRETION.

ALL DEVICES HAVE RJ-45 FEMALE PORTS. MAKING NETWORK CONTROL CABLES IS REQUIRED. T568B TERMINATIONS ARE RECOMMENDED. IT IS IMPERATIVE THAT ALL NETWORK CONTROL CABLES BE TESTED WITH A LAN CABLE TESTER TO VERIFY PROPER TERMINATIONS.

DAISY-CHAINED DEVICES SHOULD BE POWERED UP AND WORKING ON DEFAULT PROGRAMMING PRIOR TO CONNECTION TO BRIDGE OR GATEWAYS.

LOW VOLTAGE NETWORK CONTROL CABLE (CAT5/E/6) RUNS FOR LOCAL ZONES, HOMERUNS AND BACKBONE SHOULD BE WHITE WITH CABLES LABELED.

CONTRACTOR TO VERIFY BLINK/DIAGNOSTIC CODES (VISIT [HTTP://NLIGHTCONTROLS.COM/WP-CONTENT/UPLOADS/NLIGHT_POCKET_GUIDE.PDF](http://nlightcontrols.com/wp-content/uploads/nlight_pocket_guide.pdf)) WHEN CONNECTING GATEWAYS/BRIDGES TO ZONES.

MAXIMUM CABLE LENGTH FROM START DEVICE TO END DEVICE IS 1500' INCLUDING HOMERUN TO BRIDGE DEVICE. IF PRESENT, MANUFACTURER IS NOT RESPONSIBLE FOR SYSTEMS EXCEEDING CABLING PARAMETERS.

Disclaimer

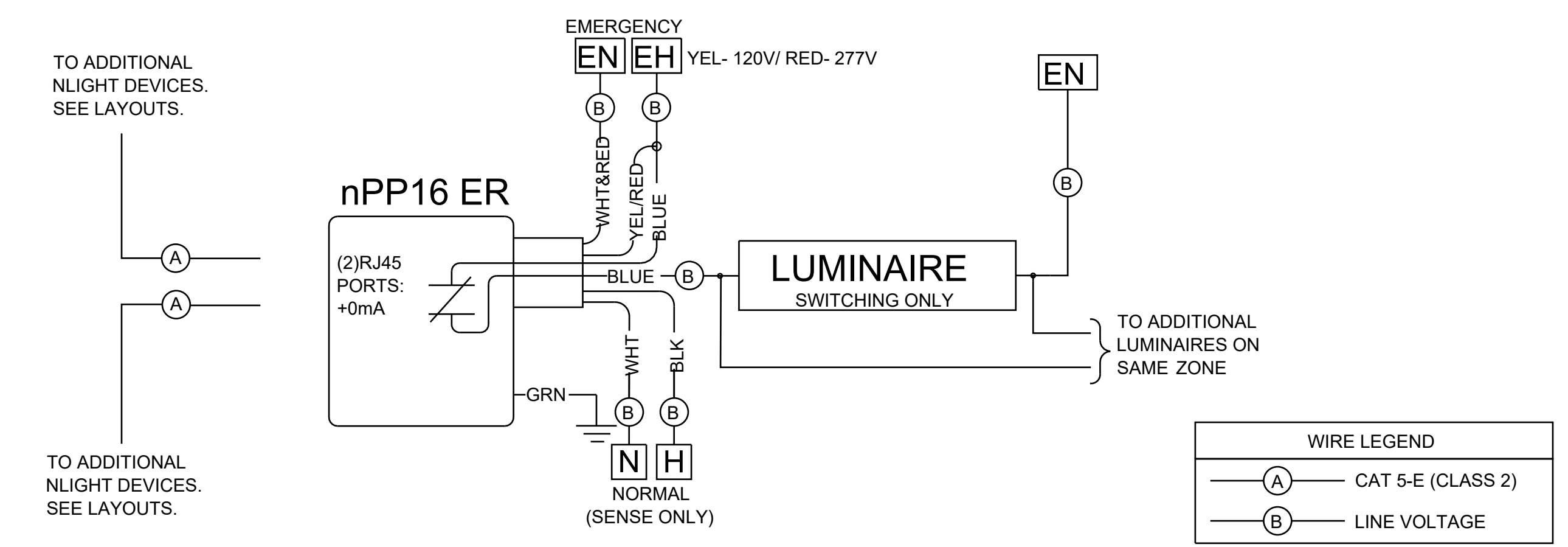
THIS CONTROLS SYSTEM LAYOUT DIAGRAM IS NOT A PROFESSIONAL ENGINEERING DRAWING, AND IS PROVIDED ONLY FOR INFORMATIONAL PURPOSES AND TO HELP THE CUSTOMER OR END-USER (AS APPLICABLE) UNDERSTAND HOW VARIOUS CONTROLS DEVICES ARE ARRANGED AND CONNECT TO EACH OTHER. THIS CONTROLS SYSTEM LAYOUT DIAGRAM IS STRICTLY BASED ON THE INFORMATION PROVIDED TO ACUITY BRANDS, AND IS PROVIDED WITHOUT WARRANTY AS TO ACCURACY, COMPLETENESS, RELIABILITY OR OTHERWISE. IF THE INFORMATION (INCLUDING BUT NOT LIMITED TO FLOOR-PLANS, REFLECTED CEILING PLANS, ELECTRICAL PLANS AND SPECIFICATIONS) PROVIDED TO ACUITY BRANDS IS INCOMPLETE OR NOT CURRENT (I.E., NEWER VERSIONS EXIST), THE ACCURACY OF THE LAYOUT DIAGRAM MAY BE ADVERSELY AFFECTED. ONCE THIS CONTROLS SYSTEM LAYOUT DIAGRAM IS RECEIVED BY THE CUSTOMER OR END-USER (AS APPLICABLE), IT IS THE OBLIGATION OF THE CUSTOMER OR END-USER (AS APPLICABLE) TO CONSULT WITH A PROFESSIONAL ENGINEERING ADVISOR TO DETERMINE WHETHER THE PROPOSED DESIGN MEETS THE APPLICABLE PROJECT REQUIREMENTS FOR THE CONTROLS SYSTEM'S PERFORMANCE, CODE COMPLIANCE, SAFETY, SUITABILITY AND EFFECTIVENESS FOR USE IN A PARTICULAR APPLICATION. IN NO EVENT WILL ACUITY BRANDS BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY USE OF THIS CONTROLS SYSTEM LAYOUT DIAGRAM.

FOR ADDITIONAL TECH SUPPORT AND INSTALLATION INFORMATION PLEASE CALL 1.800.535.2465



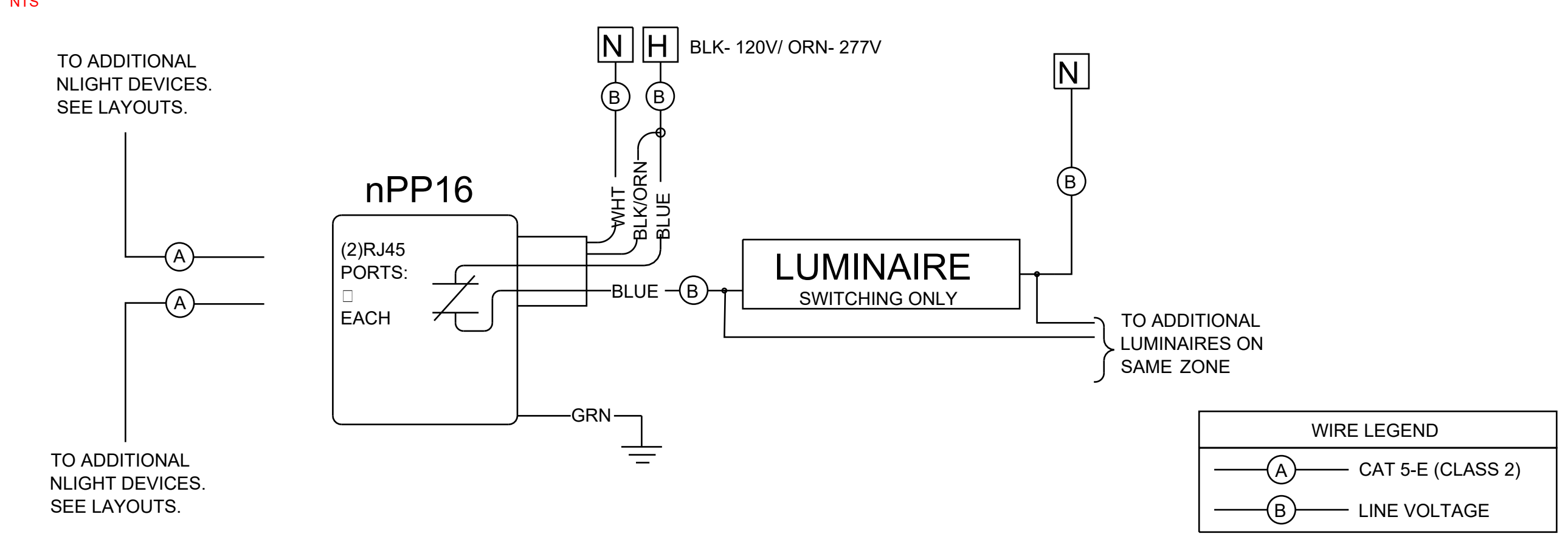
WILBARGER CREEK WWTP & LS MANOR
MANOR, TX

Drawing Type: Control Layout	Prepared For:
Revision	Date
B	10/28/2023
A	10/28/2023
Date:	03/25/2019
Scale:	AS NOTED
Drawn By:	JV
Project #:	19-30977
DWG Ref:	
Sheet:	LO-1



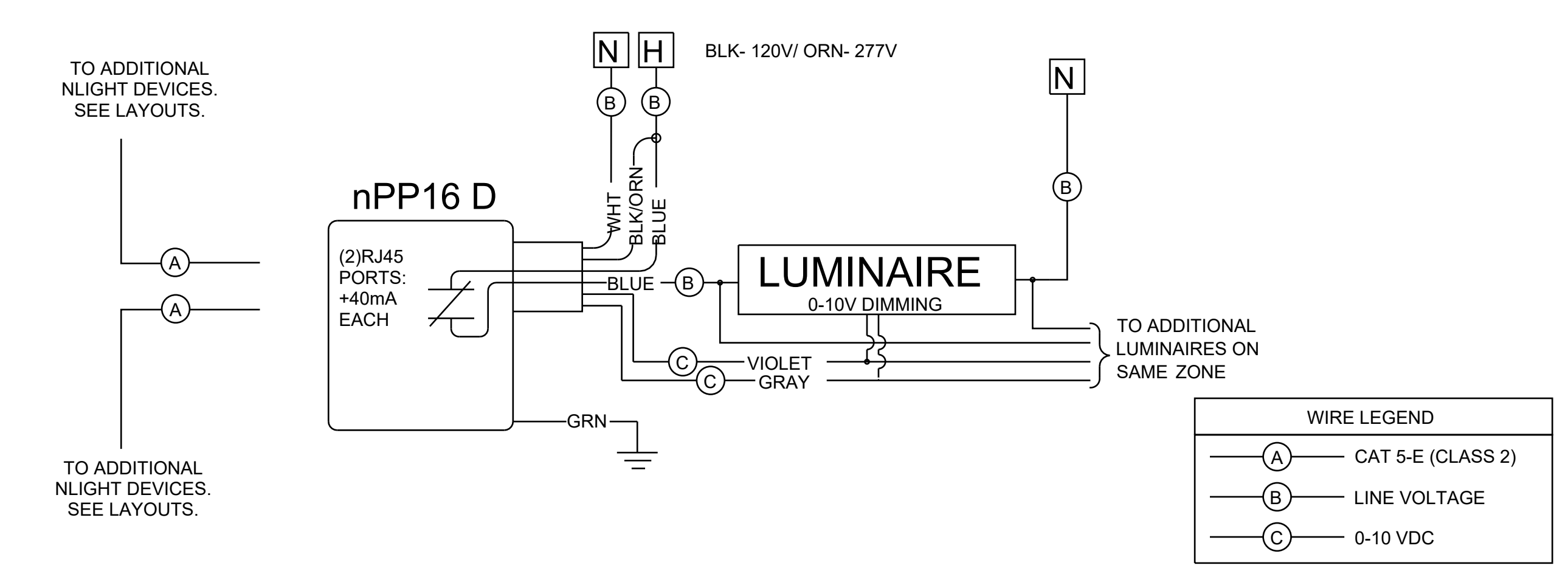
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N.T.S.



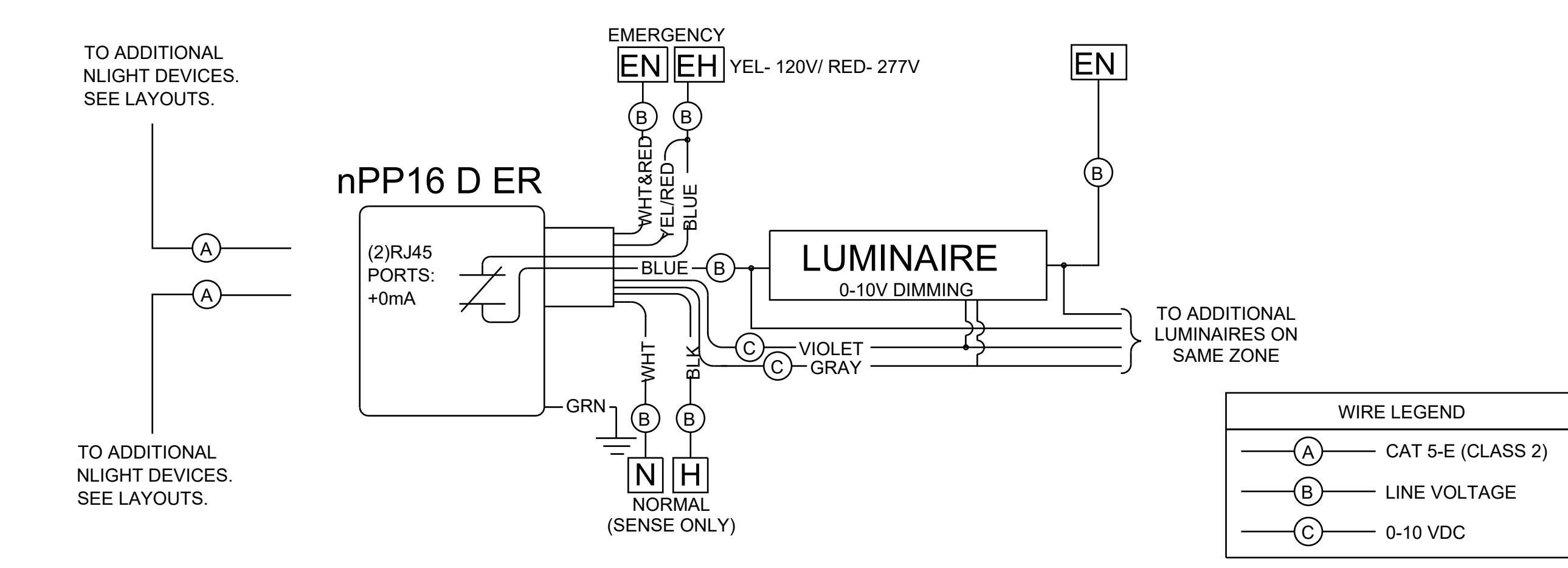
TYPICAL WIRING DIAGRAM: NPP16

N.T.S.



TYPICAL WIRING DIAGRAM: NPP16 D

N.T.S.



TYPICAL WIRING DIAGRAM: NPP16 D ER

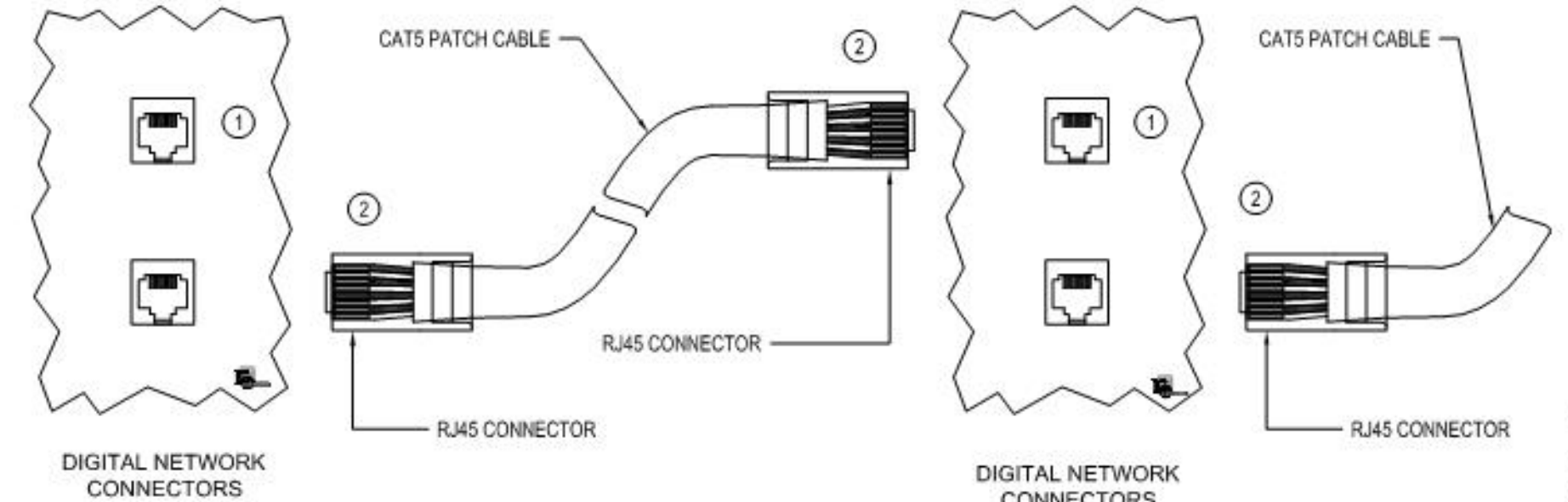
N.T.S.

TIA / EIA-568-B CABLING STANDARD TERMINATION

Function	PAIR #	PAIR # (T568B)	Wire Color
(T1) (R1)	1	5	WHITE w/ BLUE BLUE
Tx + (T2) Tx - (R2)	2	1	WHITE w/ ORANGE ORANGE
Rx + (T3) Rx - (R3)	3	3	WHITE w/ GREEN GREEN
(T4) (R4)	4	7	WHITE w/ BROWN BROWN

TERMINATION & TESTING OF CAT5 CABLES MUST BE DONE BY A QUALIFIED NETWORK INSTALLER

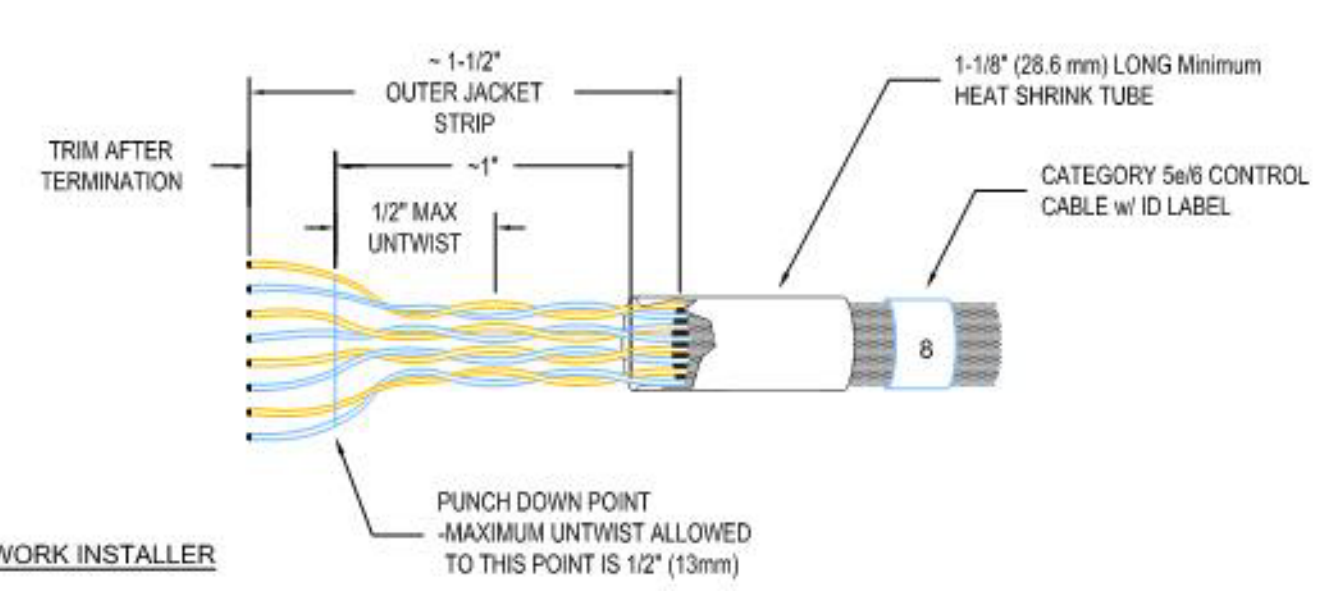
- Cable termination requirements:**
- Strip off outer jacket - approximately 1-1/2" (37.6 mm)
 - Fit a piece of 1-1/8" (28.6 mm) long heat shrink tube over the cable extending out 1/4" (6.25 mm) from outer jacket
 - Terminate approximately 1/2" (12.2 mm) from end of conductors on type 110 punch down block or connector per schedule (568b) - maximum untwist of conductors to terminations is 1/2" (12.2 mm) - trim excess leads
 - Shrink tubing and add appropriate id label to the cable at the end of the heat shrink tube
- SEE SYSTEM SPECIFIC NOTES ON SHEET L00.1 FOR MAXIMUM CABLE LENGTHS.



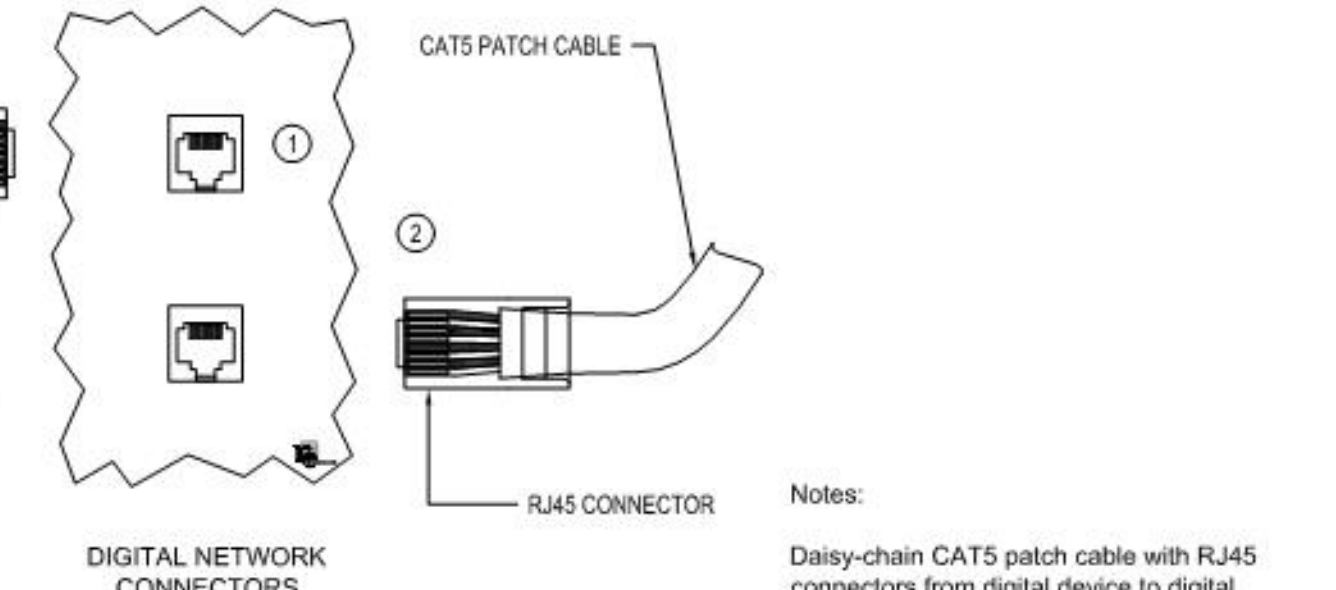
- ① RJ45 FEMALE CONNECTOR
- ② RJ45 MALE CONNECTORS. ALL CABLES SUPPLIED BY CONTRACTOR.

CAT5e/6 CABLE TERMINATION

N.T.S.



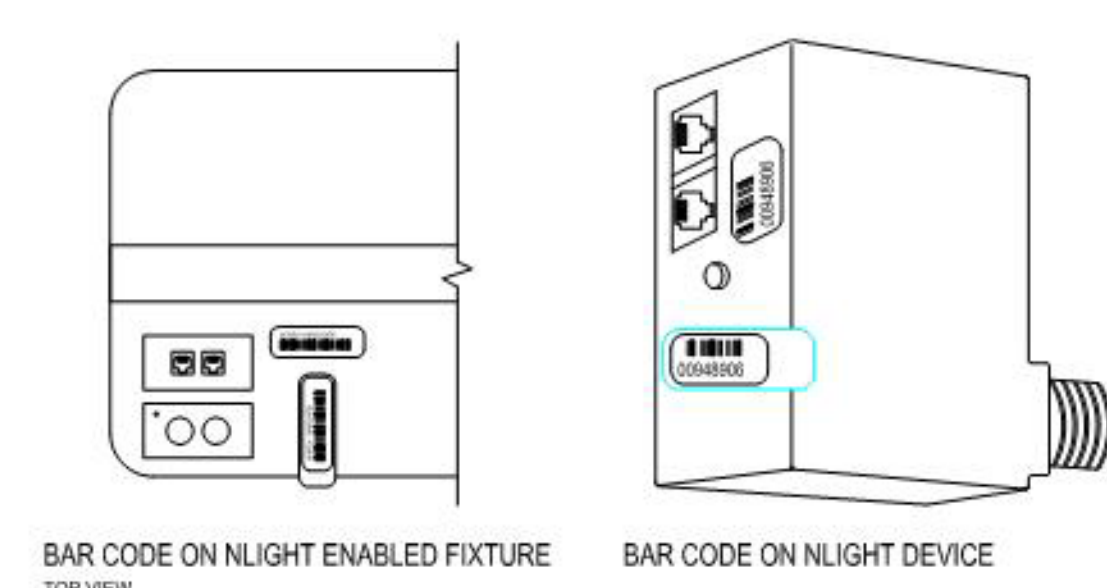
- TERMINATION & TESTING OF CAT5 CABLES MUST BE DONE BY A QUALIFIED NETWORK INSTALLER**
- Cable termination requirements:**
- Strip off outer jacket - approximately 1-1/2" (37.6 mm)
 - Fit a piece of 1-1/8" (28.6 mm) long heat shrink tube over the cable extending out 1/4" (6.25 mm) from outer jacket
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- SEE SYSTEM SPECIFIC NOTES ON SHEET L00.1 FOR MAXIMUM CABLE LENGTHS.



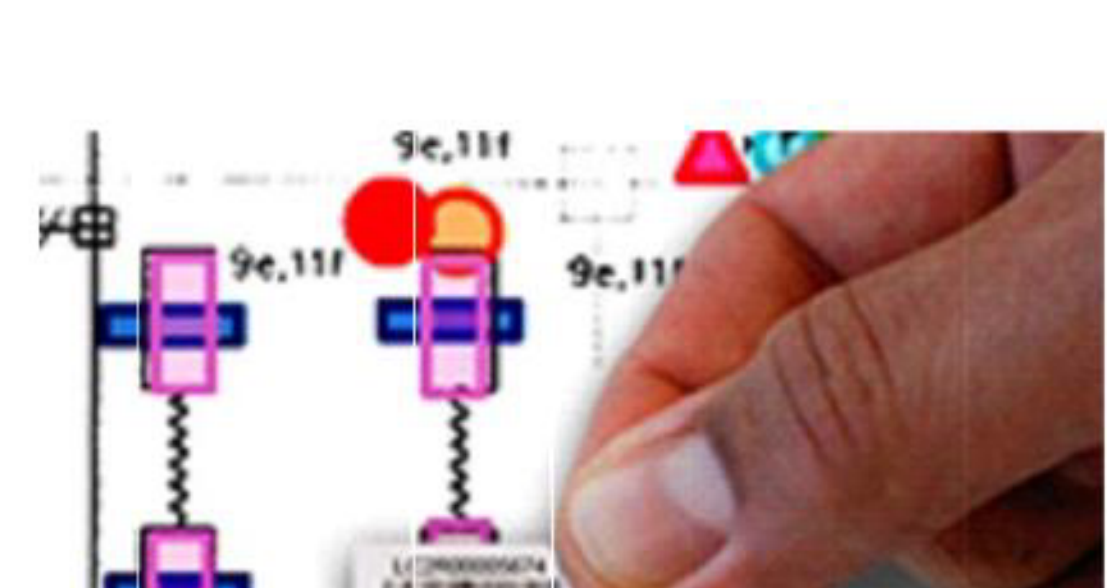
- ① RJ45 FEMALE CONNECTOR
- ② RJ45 MALE CONNECTORS. ALL CABLES SUPPLIED BY CONTRACTOR.

CAT5e/6 CABLE TERMINATION

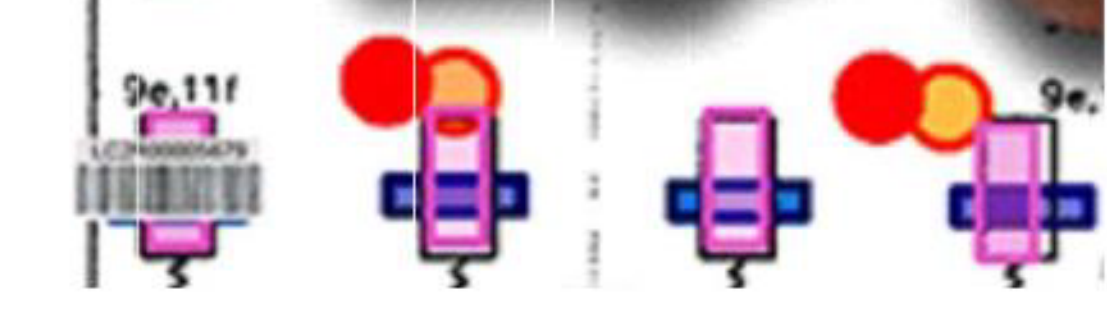
N.T.S.



BAR CODE ON NIGHT ENABLED FIXTURE
TOP VIEW



BAR CODE ON NIGHT DEVICE



NIGHT BARCODE INSTRUCTIONS

N.T.S.

- NOTES:**
- EVERY NIGHT ENABLED DEVICE (INCLUDING NIGHT ENABLED FIXTURES) IS FURNISHED WITH (1) PERMANENTLY ADHERED ID TAG AND (1) MATCHING, PARTIALLY ADHERED ID TAG TO BE PLACED ON THE RISER DIAGRAM SHEET PROVIDED AS PART OF AN NIGHT SUBMITTAL DURING INSTALLATION AND PRIOR TO FACTORY STARTUP. CONTRACTOR SHALL PLACE EACH ID TAG BELOW EACH CORRESPONDING DEVICE SHOWN ON RISER DIAGRAM TO FACILITATE FACTORY STARTUP. FAILURE TO COMPLY MAY RESULT IN STARTUP DELAYS AND ADDITIONAL COSTS AT THE CONTRACTOR'S EXPENSE. DO NOT PLACE DEVICE ID STICKERS ON FLOOR PLAN UNLESS REQUIRED TO EXECUTE NFOORPLAN SERVICES. REFERENCE NFOORPLAN SERVICE NOTES ON THIS SHEET FOR SPECIFIC REQUIREMENTS.
 - THE SMALL BARCODE LABELS INCLUDED WITH ALL NIGHT DEVICES AND NIGHT ENABLED FIXTURES MUST BE PLACED ON A PRINTED PLAN BY THE INSTALLER PRIOR TO ONSITE SYSTEM STARTUP.
 - THE BARCODE INDICATES THE UNIQUE ID OF EACH NIGHT DEVICE. THIS ID IS USED DURING SYSTEM STARTUP TO PROGRAM DEVICES WITH THE CORRECT GROUPINGS AND SETTINGS. WITHOUT THIS SYSTEM STARTUP WILL REQUIRE ADDITIONAL DAYS ON THE JOB TO LOCATE DEVICE IDS.
- BARCODE INSTRUCTIONS:**
- PRINT A PLAN OF THE INSTALLATION AREA TO A MINIMUM D SIZE (24"X 36"). THE PLAN MAY BE A REFLECTED CEILING PLAN, LIGHTING PLAN, OR ELECTRICAL PLAN, SO LONG AS ALL DEVICES CAN BE LOCATED BY THE FIELD SUPPORT ENGINEER.
 - PLACE THE SMALL BARCODE LABEL (0.815" LONG) FROM EACH LUMINAIRE AND DEVICE ON THE FLOORPLAN. THE LARGE BARCODE LABEL (1.2" LONG) CAN BE USED ON THE OUTSIDE OF ANY HOUSING OR JUNCTION BOX THAT OBSCURES THE ID NUMBER SHOWN ON THE DEVICE ITSELF.
 - SAVE THE PLAN AT THE JOB SITE, AND HAND OVER TO ACUITY FIELD SUPPORT ENGINEER OR OTHER PERSONNEL RESPONSIBLE FOR ONSITE SYSTEM STARTUP. IT IS ALSO ACCEPTABLE TO PROVIDE THE BARCODE PLAN AS SCANNED PDF FILES, EMAILED TO CONTROLS.STARTUP@ACUITYBRANDS.COM, WITH PROJECT NAME AND PROJECT ADDRESS IN SUBJECT LINE AND A COPY OF THE ONSITE STARTUP REQUEST FORM.
- ADDITIONAL NOTES:**
- DRAW ON PLAN ANY LOCATION CHANGES FOR A FIXTURE OR DEVICES, IF DIFFERENT THAN SHOWN ON PLAN.
 - HIGHLIGHT OR CIRCLE ON THE PLAN ANY LUMINAIRE FED BY EMERGENCY OR EGRESS CIRCUIT.

Revision	Date
A	10/28/2023
B	03/25/2019
Scale:	AS NOTED
Drawn By:	JV
Project Ref:	19-30977
DWG Ref:	
Sheet:	

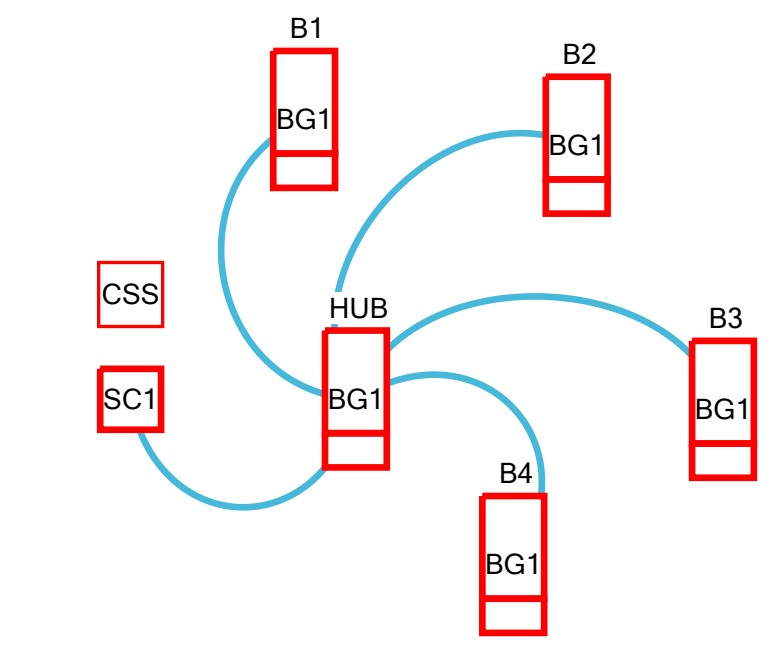
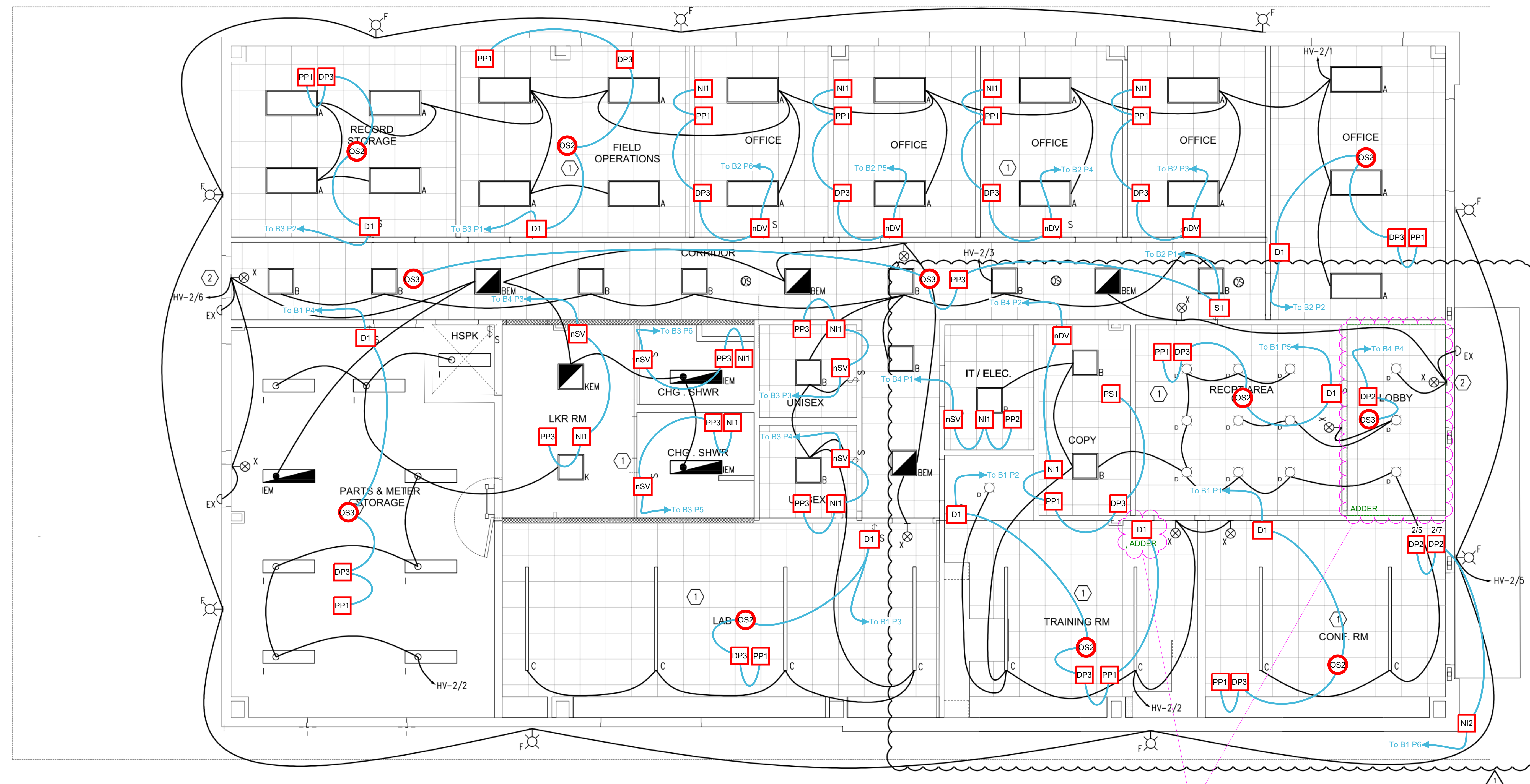
LC1.0
Project: WILBARGER CREEK WWTP & LS MANOR

5	BG1	BG1 NBRG 8 KIT USPOM Bridge, Kit
1	CSS	CSS CONTROLS SYSTEM STARTUP
9	D1	D1 NPODM DX WH USPOM Low Voltage Push-Button Wallpod, Occupancy controlled dimming without dimming output
3	DP2	DP2 NPP16 D USPOM Power/Relay Pack, Occupancy Controlled Dimming
13	DP3	DP3 NPP16 D PA USPOM Power/Relay Pack, Occupancy Controlled Dimming, Partial on
5	nDV	nDV NWSX PDT LV DX WH USPOM Wall Switch Sensor, Passive Dual Technology, Low Voltage, Occupancy controlled dimming without dimming output
11	NI1	NI1 NAR40 USPOM Auxiliary Relay; 40 VAC/VDC
1	NI2	NI2 NIO PC KIT USPOM nLight Device, On/off photocell, Kit
6	nSV	nSV NWSX PDT LV WH USPOM Wall Switch Sensor, Passive Dual Technology, Low Voltage
7	OS2	OS2 NCM PDT 9 AR USPOM Low Voltage Ceiling Mount Sensor, Passive Dual Technology, Small Motion / Standard Range 360° Lens, Auxiliary Relay
4	OS3	OS3 NCM PDT 10 AR USPOM Low Voltage Ceiling Mount Sensor, Passive Dual Technology, Large Motion / Extended Range 360° Lens, Auxiliary Relay
13	PP1	PP1 NPP20 PL USPOM Plug Load
1	PP2	PP2 NPP16 SA USPOM Power/Relay Pack, Vacancy (default) or Auto-On
6	PP3	PP3 NPP16 USPOM Power/Relay Pack
1	PS1	PS1 NPS 80 USPOM Power Supply, 80 mA
1	S1	S1 NPODM XX USPOM Low Voltage Push-Button Wallpod
1	SC1	SC1 NECY MVOLT BAC ENC GFXX nLight Eclipse, 120-277 VAC, BACnet, 14 1/4"H x 14 1/4"W x 4"D metal enclosure for ECLYPSE EnergySyle or nLight ECLYPSE, NGWY2 GFXX and PS 150 power supply with CAT5 cable

WIRE LEGEND - LC1.0

	CAT5e
	CAT5e
	Pre-terminated CAT5e cable

- KEYNOTES:**
1. PROVIDE LIGHT FIXTURES WITH ASSOCIATED CONTROL DEVICES AND WIRING AS REQUIRED. CONTRACTOR TO COORDINATE AND CONFIRM EXACT TRIM WITH ARCHITECT. REFER TO FIXTURE SCHEDULE AND DETAILS FOR ADDITIONAL INFORMATION. TYPICAL.
 2. CONNECT EMERGENCY LIGHT FIXTURES TO UNSWITCHED CIRCUIT. TYPICAL.
 3. SUSPEND TYPE "1" AND "EM" FIXTURES WITH ASSOCIATED HARDWARE AND SUPPORTS IN PARTS STORAGE AREA FROM OPEN CEILING BAR JOISTS. TYPICAL.
- GENERAL NOTES:**
1. REFER TO CIVIL, STRUCTURAL AND MECHANICAL DRAWINGS FOR GENERAL PROJECT NOTES THAT SHALL APPLY TO ALL DRAWINGS.
 2. COORDINATE ALL WORK WITH OTHER TRADES.
 3. ALL MATERIALS AND WORKMANSHIP SHALL FULLY CONFORM WITH CITY OF MANOR WATER & WASTEWATER UTILITY STANDARDS.



PLAN E.2.18 LIGHTING PLAN - ADMIN OFFICE

1/4" = 1'-0" 0' 1' 5' 10' 15'

LC1.0
1/4" = 1"

NCM PDT 10 AR RJB + NPP16 D EFP
USPOM ADDED FOR LOBBY.
NEW NPODM DX WH USPOM ADDED
FOR TRAINING ROOM.

Disclaimer
THIS ACUITY CONTROLS LAYOUT IS FOR REFERENCE OF PRODUCT LOCATIONS ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES. PLEASE SEE THE CONSTRUCTION DOCUMENT (I-SHEET) REFERENCED IN THE TITLE BLOCK "DWG REF" SECTION, FOR MORE INFO.

Revision	Date
A	10/28/2023
B	03/25/2019
Drawn By:	JV
Project #:	19-30977
DWG Ref:	unknown
Sheet:	LC1.0



Change Order Proposal

Item 5.

Johnson Controls Fire Protection

401 Center Ridge Dr.
Unit 400
AUSTIN TX 78753-0000

Tel. No: 512-634-1800

Date: 10/28/2020

Customer: T Morales Company
PO Box 859
Florence TX 76527-0859

Customer Tel. No: 254-793-4344

Customer Fax. No:

Project: City of Manor Walbarger WWTP
547 LLANO ST
MANOR TX 78653-0000

Customer PO/Cont No. _____

Johnson Controls Contract No: 613270101

Customer RFP Number _____

Johnson Controls CO No: CO-FA-002

Johnson Controls RFI No: _____

Contract Extension in days: 10

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: Floor Plan Changes

Scope Of the Work:

Provide (1) additional smoke detector in new lobby, relocate (1) existing smoke detector to new reception area. Price includes installation, material, resubmittal, programming and testing of new smoke detector. Price excludes back boxes and ceiling tile hangers. Price is based off CAD being provided, if hand drawn CAD is required additional costs may incur. If Manor Fire Marshal does not want the additional smoke detector a credit for material only will be given.

Price of the Work: \$1,165.00

The above price includes all applicable taxes Yes No

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in effect as to the day of this proposal.

Customer Signature	
Signature	_____
Name:	_____
Title:	_____

Johnson Controls Signature	
Signature	_____
Name:	Zerek Peel
Title:	Project Manager



November 5, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 032 – Chemical Feed**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for revisions to the chemical feed system. Pricing includes installing day tank bisulfite/chlorine exhaust vents to the exterior of the building, (5) additional stenner pumps, and anti-siphon work at the (6) bulk tanks. See below pricing and attached breakdown for review. We are requesting (2) additional contract days for this work.

PROPOSAL TOTAL

\$6,562.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: **WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS**
 Change Description: **Chemical Feed**
 CPR 32 Date: November 5, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$0.00
Sales Tax	\$0.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$0.00

LABOR:	Hours	Op	Rate	Extended
Bisulfite/chlorine day tank vent exhaust to exterior	8	X	\$25.00	\$200.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
		X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman):	4	X	\$40.00	\$160.00
Superintendent Time:	2	X	\$75.00	\$150.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$510.00

DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	4	X	\$85.00	\$340.00
		X	1	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$340.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$850.00	X	1	\$850.00
Work Comp / SS / Unemployment:	\$510.00	X	25.00%	\$127.50
SUBTOTAL:				\$977.50
OH&P @ 15%:	\$977.50	X	15.00%	\$146.63
EXCEL CONSTRUCTION SUBTOTAL:				\$1,124.13

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
Brenntag - provide (5) additional stenner pumps	\$2,825.00	X	1	\$2,825.00
Brenntag - install bulk tank(x6) antisiphon system	\$1,770.00	X	1	\$1,770.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$4,595.00
OH&P @ 15%:	\$4,595.00	X	15.00%	\$689.25
SUBCONTRACTS SUBTOTAL:				\$5,284.25

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$5,572.50	X	2.00%	\$111.45
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$6,519.83
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$6,519.83	X	0.65%	\$42.38
GRAND TOTAL THIS CHANGE:				\$6,562



November 12, 2020

Mr. Mike Tuley
City of Manor – Public Works Department
547 Llano Street
Manor, TX 78653

**RE: Wilbarger Creek Wastewater Treatment And Collection System Improvements
CPR 033 – APR#3 - Glass**

Dear Mr. Tuley:

Excel Construction Services is pleased to offer the following pricing for revisions to the administration building. Pricing includes W4, W5, and new door 22 glass and install per APR#3. See below pricing and attached breakdown for review. We are requesting (10) additional contract days for this work.

PROPOSAL TOTAL

\$1,931.00

Don't hesitate to contact me if you have any questions or comments.

Respectfully,

D. Wolff

David Wolff – Project Manager
Excel Construction Services, LLC

cc: Jim Gosdin – Project Superintendent

CHANGE PROPOSAL SUMMARY SHEET

Item 5.



Project Name: WILBARGER CREEK WASTEWATER TREATMENT & COLLECTION SYSTEM IMPROVEMENTS
Change Description: APR#3 - Glass
CPR 33 **Date:** November 12, 2020

MATERIALS/QUOTES:	Amount	Op	Rate	Extended
CR lawrence SST5	\$ 148.00	X	1	\$148.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
Subtotal				\$148.00
Sales Tax	\$148.00	X	0.00%	\$0.00
MATERIAL/QUOTES SUBTOTAL				\$148.00

LABOR:	Hours	Op	Rate	Extended
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
	0	X	\$25.00	\$0.00
		X	\$25.00	\$0.00
Overtime Labor:	0	X	\$37.50	\$0.00
Subtotal Manhours:	0			
Jesus C Marquez (Foreman):	0	X	\$40.00	\$0.00
Superintendent Time:	0	X	\$75.00	\$0.00
Material Proc. & Hndlg. Labor (5% of Man Hours):	0	X	\$20.00	\$0.00
Update As Built Drawings:	0	X	\$44.75	\$0.00
SUBTOTAL LABOR:				\$0.00

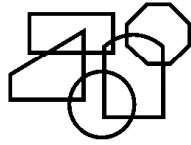
DIRECT JOB EXPENSES:	Amount	Op	Rate	Extended
Project Manager	3	X	\$85.00	\$255.00
		X	1	\$0.00
SUBTOTAL DIRECT JOB EXPENSES:				\$255.00

EXCEL CONSTRUCTION MARKUPS:	Amount	Op	Rate	Extended
Direct Costs:	\$403.00	X	1	\$403.00
Work Comp / SS / Unemployment:	\$0.00	X	25.00%	\$0.00
SUBTOTAL:				\$403.00
OH&P @ 15%:	\$403.00	X	15.00%	\$60.45
EXCEL CONSTRUCTION SUBTOTAL:				\$463.45

SUBCONTRACTS WITH MARKUPS:	Amount	Op	Rate	Extended
Austin Windowerks	\$1,236.35	X	1	\$1,236.35
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
		X	1	\$0.00
SUBTOTAL:				\$1,236.35
OH&P @ 15%:	\$1,236.35	X	15.00%	\$185.45
SUBCONTRACTS SUBTOTAL:				\$1,421.80

SUBTOTAL / SUMMARY:	Amount	Op	Rate	Extended
Liability / Builders Risk (Cost of Work Only):	\$1,639.35	X	2.00%	\$32.79
SUBTOTAL (Excel Subtotal / Subcontracts / Builders Risk):				\$1,918.04
P&P Bond \$100,000 or Less:	\$0.00	X	2.50%	\$0.00
P&P Bond \$100,001 thru \$500,000:	\$0.00	X	1.50%	\$0.00
P&P Bond \$500,001 thru \$2,500,000 :	\$0.00	X	1.00%	\$0.00
P&P Bond \$2,500,001 thru \$5,000,000:	\$0.00	X	0.75%	\$0.00
P&P Bond \$5,000,001 thru \$7,500,000:	\$0.00	X	0.70%	\$0.00
P&P Bond Over \$7,500,000:	\$1,918.04	X	0.65%	\$12.47
GRAND TOTAL THIS CHANGE:				\$1,931

Austin Windowerks



ESTIMATE

Item 5.

DATE	ESTIMATE NO.
11/11/2020	73651

NAME / ADDRESS
Excel Construction 1202 Leander Dr Leander, TX 78641

SHIP TO
Wilbarger

TERMS	REP	CELL PHONE	HOME/OFFICE	FAX	EMAIL
Due on receipt	SH	512-944-4776 Dick Ross			
ITEM	DESCRIPTION	SERIES	QTY	COST	TOTAL
600	48 x 52 clear tempered/clear temepred laminated glass installed in frame provided by customer installed		1	401.00	401.00T
600	48 x 52 clear tempered/clear temepered laminated glass installed in frame provided by customer 1-hole cut out for speaker (provided by customer) and 1-1" x 18" notch located at the bottom of glass installed		1	625.00	625.00T
600	23 1/2 x 35 13/16 clear tempered/clear tempered laminated glass installed in door frame provided by customer installed		1	210.35	210.35T
	Sales Tax			0.00	0.00
TOTAL					\$1,236.35

SIGNATURE _____

2339 Kramer Lane Austin, TX 78758-4004
512-837-7200 office 512-837-7296 fax
windowerks.com



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work for Design, Bidding and Construction Phase Engineering Services to George Butlers Associates, Inc. for the Capital Improvements Plan (CIP) W-15 Water Line Improvements Project.

BACKGROUND/SUMMARY:

This project includes the expansion of the City of Manor’s water distribution system from the existing downtown area to FM 973 corridor at the intersection of Old Highway 20. The planned system extension includes a new 12” water line to connect the existing City of Manor downtown water system to the 12” water line line in the 973 corridor, providing additional water service capacity for new commercial and residential developments as part of the City’s Community Impact Fee Program.

LEGAL REVIEW: Conducted for Master Services Agreement
FISCAL IMPACT: Yes
PRESENTATION: Yes
ATTACHMENTS: Yes

- Statement of Work No. 2

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the Statement of Work No. 2 for the Engineering Design, Bidding and Construction phase services for the CIP W-15 Water Line Improvements Project to George Butler Associates, Inc.

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

EXHIBIT A

Statement of Work (SOW) No. 2

TO MASTER SERVICES AGREEMENT

Statement of Work No. 2 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

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

ASSIGNMENT: Engineering Design, Bidding and Construction Phase services for MANOR CAPITAL IMPROVEMENTS PROJECT (CIP) W-15, FM 973 WATER LINE, 12" Water Main from intersection of E. Browning and Gregg Streets to FM 973 at Old Highway 20, including connections, hydrants and valves.

SCOPE OF SERVICES: Prepare drawings, specifications and contract documents for CIP W-15 FM 973 Water Line Improvements Project for prescribed extents in accordance with City of Manor standards and TCEQ Rules. Design surveys, bidding and construction phase services, including construction observation and testing are included herein. Boundary or easement survey work for land acquisition are not included herein and can be provided as additional services under Standard Rate Schedule.

COMPENSATION:

- Lump Sum Fee of \$58,600
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: _____

Date: _____

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the First Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.

BACKGROUND/SUMMARY:

In September 2017, the City Council approved the Development Agreement Under Section 43,035, Texas Local Government Code. The City is in the process of constructing the Cottonwood wastewater treatment plant and an amendment to the Development Agreement with Jefferson Triangle Marine L.P. (“Developer”) has been negotiated to relocate the lift station associated with the treatment plant to Developer’s property which would be conveyed to the City, among other things.

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

- First Amendment to Development Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the First Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP and direct the Mayor and/or City Manager to execute the agreement and all necessary documents associated with the agreement.

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement under Section 43.035, Texas Local Government Code (“**First Amendment**”) is dated effective _____, 2020 (the “**Amendment Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “**City**”) and **JEFFERSON TRIANGLE MARINE, LP**, a Texas limited partnership (the “**Developer**”). The City and the Developer are sometimes referred to herein as the “Parties.”

RECITALS:

WHEREAS, the City and Developer previously entered into that certain Development Agreement Under Section 43.035, Texas Local Government Code dated effective September 20, 2017 and recorded as Document No. 2017197857 of the Official Public Records of Travis County, Texas (the “**Agreement**”) for that certain Property (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

WHEREAS, the City plans to construct the Project, defined below, which includes a wastewater treatment plant, lift station and related appurtenances in the Cottonwood Creek West Tributary area;

WHEREAS, wastewater improvements are required to serve the Property when developed;

WHEREAS, the Developer desires to contract with the City to pay for the incremental costs herein described to relocate the City’s planned lift station to the Property in anticipation of the future development of the Property; and

WHEREAS, the Developer participation amount will be established by unit bid amounts as provided herein that establish the extra costs associated with relocating the City’s planned lift station to the Property; and

WHEREAS, as consideration for the Developer participation, the City shall commit and reserve for the Property certain capacity in the City’s wastewater treatment system, as further provided herein; and

WHEREAS, the City and Developer desire to modify and amend the Agreement in certain respects as more particularly set forth in this First Amendment.

AGREEMENT:

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

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if fully set forth herein.

Section 2. Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

Section 3. Definition of Terms. In addition to the terms defined in the preceding paragraphs of this First Amendment, the following terms, when used in this First Amendment, will have the meaning set forth below:

(a) **“Capacity Reservation”** means three hundred and fifty (350) LUEs in the City’s wastewater treatment system for the exclusive use and benefit of Developer in connection with the development of the Property.

(b) **“Developer Costs”** means those incremental costs associated with relocating the lift station (exclusive of the cost of the lift station) to the subject Property in lieu of the originally designed off-site location on the Project, together with reasonable costs for acquisition of right-of-way necessary for the Developer Improvements, such Developer Costs being outlined by line item on Exhibit “B” attached hereto and incorporated herein for all purposes, and generally being limited to the scope of work depicted as Developer Portion of Project Improvements on Exhibit “A”.

(c) **“Developer Improvements”** means the incremental work associated with relocating the lift station to the subject Property in lieu of the originally designed off-site location on the Project, including onsite and offsite wastewater lines (including associated surveying), electric and water service to the lift station and access improvements, the scope of which is shown as the Developer Portion of Project Improvements on Exhibit “A” attached hereto and incorporated herein.

(d) **“LUE”** means one living unit equivalent of wholesale wastewater service and is based on one single-family residential unit receiving water service through a 5/8-inch or 3/4-inch residential water meter. LUE equivalencies for structures receiving water through larger meters will be determined in accordance with the LUE equivalency methodology adopted by the City, as amended from time to time, provided however, for purposes of this First Amendment one (1) LUE shall be as calculated for the City’s Capital Improvements Plan as part of the Community Impact Fee program.

(e) **“Project”** means the design, right-of-way acquisition and construction of wastewater lines, lift station improvements, wastewater treatment plant and related appurtenances located in the Cottonwood Creek West Tributary area, as generally depicted on Exhibit “A” attached hereto and incorporated herein.

(f) **“Project Completion Date”** means that date as certified by the City Engineer that the construction of the Project is substantially complete.

Section 4. Term. Unless earlier terminated as provided herein, the term of this First Amendment shall expire five (5) years after the Project Completion Date and may be extended for an additional five (5) years by City Council upon written request of Developer not later than sixty (60) days prior to the expiration of the original term of this First Amendment. Any subsequent extension requests shall require the approval of City Council, which shall not be unreasonably withheld. This First Amendment shall survive termination of the Agreement to the extent necessary for the implementation of the provisions related to Developer's Capacity Reservation and completion of the Project.

Section 5. Construction and Funding of the Project.

(a) The City shall design construction plans for the Project, including, without limitation, the Developer Improvements, and construct or cause to be constructed the Project in compliance with all federal, state, and local legal requirements, including all those applicable to the City as a governmental entity of the State of Texas.

(b) The Developer shall fund, finance, and pay for the Developer Costs as provided in this First Amendment.

Section 6. Ownership and Use of Developer Improvements.

(a) The Developer Improvements are made up of the onsite and offsite wastewater lines, electrical and water service, and access improvements and shall include the appurtenances necessary for the Developer Improvements to function efficiently and to provide service to the Property in connection with the Project.

(b) Currently the City has no available wastewater treatment facilities nor capacity to provide service to the Property. As part of the Project, the City intends to construct facilities, including a wastewater treatment plant and lift station, in the Cottonwood Creek West Tributary area. The City hereby agrees to reserve for the exclusive benefit of the Developer, its successors and assigns, the Capacity Reservation upon completion of the Project and for the Term of this First Amendment. Developer may use the Capacity Reservation for the development of the Property and Developer may include additional tracts to the Property to use the reserved LUEs by providing notice to the City of the additional tracts. The Developer and City may agree to provide additional capacity to the Property once the wastewater treatment facility is constructed by amending the Agreement or by separate agreement. However, the Parties agree that the City is not obligated to construct a wastewater treatment facility to serve the Property.

(c) After completion and acceptance of the Developer Improvements, the City will own and operate the Developer Improvements as part of the Project.

(d) Upon Developer completing construction of a phase or section of the Property in accordance with the City's subdivision ordinance, and the City providing final acceptance of that phase or section, the City will approve connections to the wastewater system, as appropriate, for cumulative service in an amount up to the Capacity Reservation, and provide such services to the Property on the same terms and conditions as then provided within other areas of the City; provided

that any impact fees for such service shall be at then current rates and shall be paid at the time of connection to the City system.

Section 7. Pre-Construction Phase.

(a) The City Engineer shall prepare an estimate of the costs of constructing the Project, including an estimate of the cost of constructing the Developer Improvements on unit cost basis. The Developer shall post the estimated amount for the costs of constructing the Developer Improvements with the City within thirty (30) days after the Effective Date of this First Amendment in the form of a bond or an irrevocable letter of credit (the “***Developer Surety***”).

(b) The City shall cause the City Engineer to prepare the construction plans for the Project, including, without limitation, the Developer Improvements.

(c) The Developer Surety shall remain with the City until the construction plans for the Project are completed, accepted and a bid is awarded by the City, at which time the Developer shall deposit funds with the City in accordance with Section 10 below, and the Developer Surety posted shall be returned to the Developer. If the Developer Deposit, as the term is defined in Section 10 below, is not provided to the City within the time required in Section 10 below, the City shall have the right to use the Developer Surety posted for the costs of constructing the Project.

(d) Developer agrees as part of the consideration for this First Amendment to convey a 0.112 acre tract of real property (the “***Lift Station Property***”) by the approved as to form special warranty deed attached hereto as Exhibit “C” and incorporated herein for all purposes within thirty (30) days of the Amendment Effective Date. Additionally, the City has identified an easement on the Property reasonably required for the Project. The Developer shall convey to the City, at no cost to the City, within thirty (30) days of the Amendment Effective Date, the approved as to form easement attached as Exhibit “D” and incorporated herein for all purposes. City agrees that Developer may relocate the easement when the Property, or any portion thereof, is developed by providing notice to the City during the site plan process; provided however, the relocated easement must be in a location reasonably acceptable to the City. Upon such relocation, the City agrees to vacate any prior easement granted by Developer pursuant to this First Amendment.

(e) Developer agrees to provide a temporary construction easement on the Property to assist the City in the construction of the Project in accordance with the approved form attached hereto and incorporated herein for all purposes as Exhibit “E” within thirty (30) days of the Amendment Effective Date.

(f) The offsite wastewater line and related easement(s) associated with Developer Improvements are necessary and required by the City for the City to provide wastewater service to the Property, and for Developer to comply with the City Rules and obtain approval for the development of the Property. The Developer shall pay costs of the acquisition (including the City’s costs of such acquisition by condemnation or conveyance in lieu thereof) of any easements or land necessary for the construction of the offsite wastewater line required for the Developer Improvements; provided, however, that any such costs in excess of \$7,500 require advance written approval of Developer.

Section 8. Bidding of the Project. The City will advertise the Project (including Developer Improvements) for sealed competitive bids in compliance with Chapter 252, Texas Local Government Code based on the City approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to Developer and the City. The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City Engineer. City will provide the Developer with copies of the bids once they are opened. The contract for construction of the Project (including Developer Improvements) shall be awarded to the lowest and best bidder based on any qualifications defined in the bid documents; provided that the City and the Developer shall retain the discretion to reject any and all bids. The City shall consult with the Developer on its reasons for rejecting bids.

Section 9. Project Costs.

(a) The Developer shall be responsible for payment of the Developer Costs and the City shall be responsible for paying all other costs of and associated with constructing the Project.

Section 10. Payment of Developer Costs.

(a) Within thirty (30) days of the Developer's receipt of the bids and the City's recommendation for award, the Developer shall consider the bids and the City's recommendation for award. If the Developer agrees with the award, the Developer will deliver an amount equal to the Developer Costs (the "Developer Deposit") to the City within ten (10) days of the City awarding the contract and sending notice to the Developer that the contract has been awarded. The City shall hold the Developer Deposit in a separate account, in trust for the Developer, and will be used solely to pay sums coming due for the Developer's Costs under this First Amendment.

(b) The City will enter into the construction contract for the Project after the City receives the Developer Deposit. After entering into the construction contract, the City shall cause the Project to be constructed within the timeframes set forth in the construction contract for the Project, subject to extensions and force majeure as provided therein.

(c) The City Engineer will monitor and confirm the percentage of completion of the Project existing from time to time. The City Engineer will provide the City and the Developer with monthly construction status reports.

(d) Concurrently with the City's receipt of a payment request from the contractor for the Project, the City will either deliver or cause the contractor to deliver to the Developer a copy of the payment request as submitted (a "Payment Request"). In order to make any progress payment from the Developer Deposit, the City must deliver or cause to be delivered to the Developer: (i) a copy of the Payment Request that includes a statement of the percentage of construction of the Project completed to the date of the Contractor's Payment Request (the "Completion Percentage") and has been approved by the City and the City Engineer (the "Approved Draw Request"); and (ii) an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon

progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("Waiver and Release"). The Approved Draw Request, the Certification, and the Waiver and Release shall be delivered to the Developer no later than ten (10) days after delivery of the Payment Request. Payment Requests may not be submitted more frequently than monthly. Within thirty (30) days of the delivery of each Payment Request, and contingent upon the City's delivery of the Approved Draw Request and Waiver and Release within that 30-day period, the City shall pay the Approved Draw Request using the Developer Deposit and City funds as provided in subsection (e), less retainage and any other amounts allowed to be withheld under the construction contract. The Developer may dispute a Payment Request by giving written notice to the City and the City Engineer of the amount of the Payment Request disputed and the specific basis for the dispute within fifteen (15) days of receipt of the Payment Request and may include, but is not limited to, a dispute that the work covered by the Draw Request has not been completed in accordance with the applicable construction contract or there is a default by the contractor under the construction contract in question, and the City shall pay any amount that is not in dispute. The Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this First Amendment.

(e) For each Approved Draw Request, the City shall pay the pro rata share of each Approved Draw Request (less retainage and any disputed amounts) from the Developer Deposit and the City's pro rata share of the Approved Draw Request (less retainage and any disputed amounts) from City funds.

(f) Any change orders will be subject to approval by the City and the Developer before work contemplated by the change order begins, unless the change order is required by an emergency. Neither the City nor the Developer will unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the City Engineer will promptly update the budget and provide a copy of the update to the City and the Developer. The Developer shall be responsible for its pro rata share of the increase in contract price caused by an approved change order that impacts the Developer Improvements and shall deposit such amount with the City within thirty (30) days of written request by the City and approval by the Developer.

Section 11. Timeline of Events. The design and construction of the Project shall generally proceed in accordance with the schedule set forth in Exhibit "F".

Section 12. Assignment. The Developer's rights and obligations under this First Amendment may be assigned in whole or part, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer(s) assign all of their respective rights under this First Amendment in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of developer status must be filed of record in the Official Public Records of Travis County, Texas in order to be effective. Any assignment of Developer's rights and obligations hereunder will not release Developer(s) of their respective obligations under this First Amendment for the assigned portion of the Property until the City Council has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

Section 13. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this First Amendment; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question. In the event of default, the non-defaulting party to this First Amendment may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this First Amendment. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. The City may terminate this First Amendment if the Developer fails to cure a default within the period required by this Section.

Section 14. Reservation of Rights. To the extent not inconsistent with this First Amendment, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 15. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the Parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 16. Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this First Amendment. The Parties agree that the execution of this First Amendment does not constitute a development of the Property or occurrence that would be deemed as the Owner's request to the City to annex the Property in accordance to Section 3 of the Agreement. To the extent there is any inconsistency between the Agreement and this First Amendment, the provisions of this First Amendment shall control.

Section 17. Waiver. Neither City's nor Developer's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party. Any failure by a party to insist upon strict performance by the other party of any provision of this First Amendment will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this First Amendment. In order to be effective as to a party, any waiver of default under this First Amendment must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this First Amendment in the future.

Section 18. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections;

riots; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this First Amendment, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 19. Notice. For the purposes of complying with the provisions of this First Amendment, any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor
Attn: City Manager
105 E. Eggleston
P.O. Box 387
Manor, Texas 78653

with copy to:

Paige H. Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, #A105
Austin, Texas 77852

Any notice mailed to the Developer shall be addressed:

Jefferson Triangle Marine, LP
Attn: Chris deZevallos
9225 Katy Freeway, Suite 208
Houston, Texas 77024

with copy to:

Dan D'Acquisto
9225 Katy Freeway, Suite 208
Houston, Texas 77024

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 20. General Provisions.

(a) *Acknowledgement of Mutual Promises.* The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this First Amendment. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this First Amendment, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this First Amendment, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this First Amendment, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this First Amendment, including any benefits that may have been otherwise available to Developer but for this First Amendment.

(b) *Governing Law.* This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

(c) *Entire Agreement.* The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this First Amendment, together with any exhibits attached hereto, shall be binding on them, their personal representatives, heirs, successors and assigns.

(d) *No Joint Venture.* The terms of this First Amendment are not intended to and shall not be interpreted to create any partnership or joint venture or similar arrangement between the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this First Amendment in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

(e) *No Third-Party Beneficiary.* This First Amendment is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this First Amendment, any notice of default or action seeking a remedy for such default must be made by the Developer.

- (f) *Current Funds.* The City's financial obligations under this First Amendment shall be paid from current funds.
- (g) *Legal Defenses.* Nothing in this First Amendment shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the Developer, nor create any legal rights or claim on behalf of any third party. Neither the Developer nor the City waives, modifies, or alters any defenses and immunities provided under the laws of the State of Texas, the Texas Constitution, and the United States Constitution.
- (h) *Successors and Assigns.* This First Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- (i) *Severability.* If any provision of this First Amendment shall be held as a matter of law to be unenforceable, such unenforceability shall not affect the enforceability of the remainder of this First Amendment.
- (j) *Interpretation; Terms and Dates.* References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this First Amendment falls on a Saturday, Sunday or federal holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or federal holiday.
- (k) *Signatory Warranty.* The signatories to this First Amendment warrant that each has the authority to enter into this First Amendment on behalf of the organization for which such signatory has executed this First Amendment.
- (l) *Counterparts.* This First Amendment may be executed in multiple counterparts, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.
- (m) *No Israel Boycott.* To the extent this First Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this First Amendment. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- (n) *Iran, Sudan and Foreign Terrorist Organizations.* To the extent this First Amendment constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(o) *Exhibits.* The following exhibits are attached to this First Amendment, and made a part hereof for all purposes:

Exhibit A – Project and Developer Improvements

Exhibit B – Developer Costs

Exhibit C – Special Warranty Deed

Exhibit D – Easement

Exhibit E – Temporary Construction Easement

Exhibit F – Bidding and Construction Schedule

[signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

CITY OF MANOR, TEXAS
a Texas municipal corporation

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

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

DEVELOPER:
Jefferson Triangle Marine, LP
a Texas limited partnership

By: _____
Name: _____
Title: _____

AFTER RECORDING RETURN TO:

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

Exhibit "A"

Project and Developer Improvements

[see attached]

PLOT DATE: 12/9/2020 3:44 PM USER: Vibarna
 FILE: G:\14621\Technicians\Exh-Misc-Files\DWG\EXHIBIT A.dwg

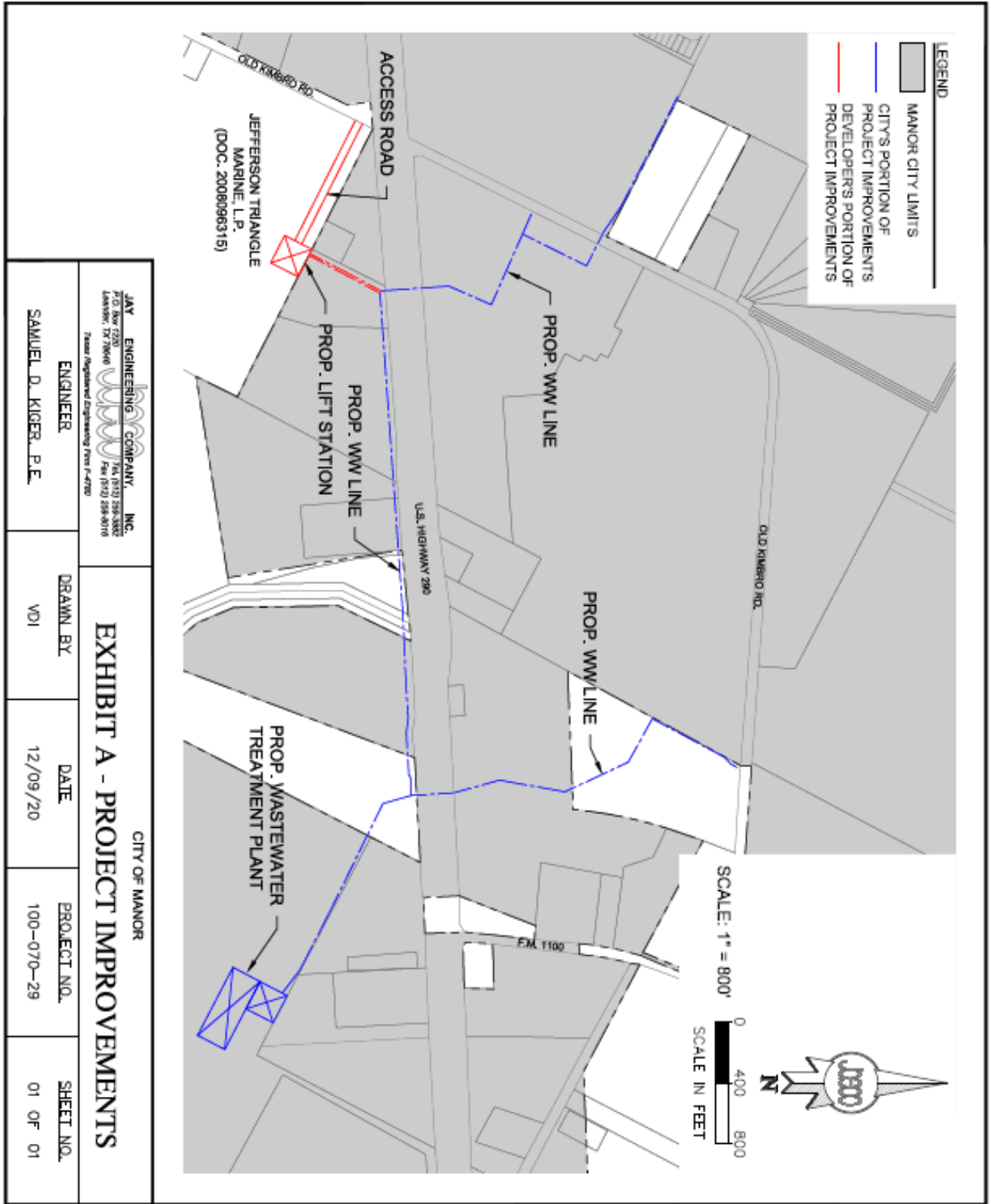


Exhibit "B"
Developer Costs

DEVELOPER COST PARTICIPATION		
Item Description:	Quantity	Unit
12" Wastewater Line	598	L.F.
10" Force Main Line	865	L.F.
Additional Access Road	890	L.F.
Underground Electric to Lift Station	550	L.F.
1" PVC Water Line	1,125	L.F.
36" CMP	65	L.F.
36" CMP 3:1 Bevel Ends	2	EA.
12" Diam. Grouted Rock Rip Rap	54	S.Y.
Access Road Embankment	360	C.Y.
Survey	1,460	L.F.

Exhibit "C"
Special Warranty Deed

[A copy of the approved Special Warranty Deed form follows this cover sheet]

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.

SPECIAL WARRANTY DEED

DATE: _____, 20__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County):

_____ County

GRANTEE: **City of Manor, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):

**City of Manor
105 E. Eggleston Street
Manor, Travis County, Texas 78653**

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

PROPERTY:

A 0.112 acre tract located in Travis County, Texas being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein ("Lift Station Tract") with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to all roads, alleys, easements, streets, and ways adjacent to such lots (collectively, the "Property").

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Property.

Grantor, for the Consideration paid to Grantor, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee and Grantee's successors and assigns the Property.

This conveyance is expressly made subject to the restrictions, covenants, and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other

public utility, and any other encumbrances now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is hereby made for all purposes.

TO HAVE AND TO HOLD the above described Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, The City of Manor, Texas, its 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 Property unto The City of Manor, Texas, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise.

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

[Signature pages follow this page]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

By: _____

Name: _____

Title: _____

THE STATE OF _____

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 20__, personally appeared _____, Grantor 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.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., 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 _____ 20____, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee 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.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"
Legal Description and Sketch of the Property
[ATTACHED]



0.112 ACRE LIFT STATION TRACT
JEFFERSON TRIANGLE MARINE, L.P.

DESCRIPTION OF A 0.112 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.112 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, for the northwesterly corner of the herein described tract, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

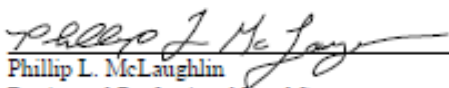
THENCE S62°57'59"E, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 75.00 feet to a calculated point, for the northeasterly corner of the herein described tract;

THENCE over and across said 62.8431 Acre Tract, the following three (3) courses:

1. S27°02'01"W, a distance of 65.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N62°57'59"W, a distance of 75.00 feet to a calculated point, for the southwesterly corner of the herein described tract;
3. N27°02'01"E, a distance of 65.00 feet to the **POINT OF BEGINNING**, containing an area of **0.112 ACRES OF LAND MORE OR LESS**.

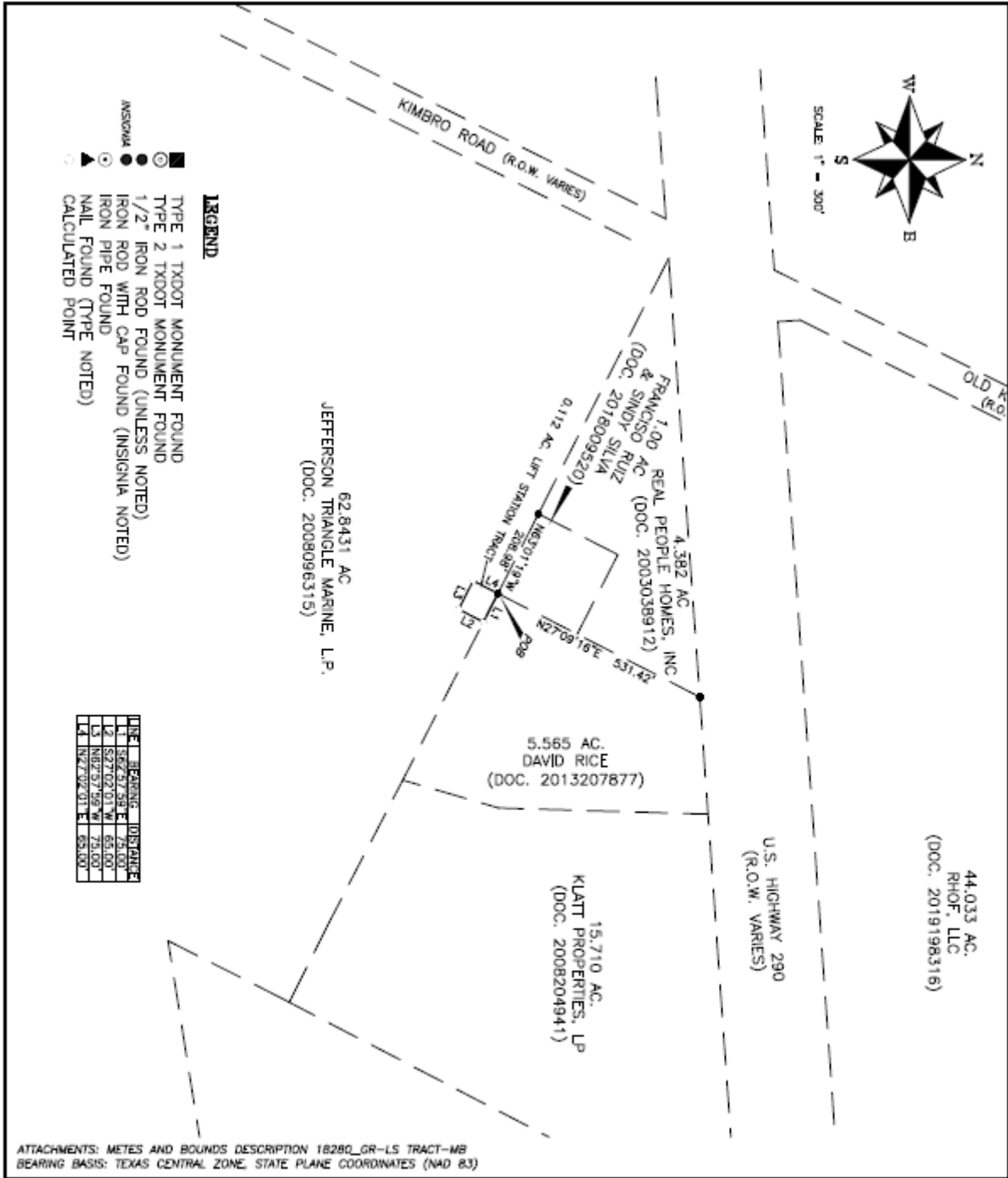
Attachments: 11820_GR-WW-LS TRACT-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 12-10-2020
Registered Professional Land Surveyor
State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



SHEET	1
	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE L:\18280_CR-EASEMENT-BASE
 DATE: DECEMBER 10, 2020

0.112 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P, IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
 SURVEYING, LLC
 1805 DUNDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 00020200

Exhibit “D”
Easement

[A copy of the approved Easement form follows this cover sheet]

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.

LIMITED PUBLIC UTILITY AND ACCESS EASEMENT

DATE: _____, 20__

GRANTOR: **Jefferson Triangle Marine, L.P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):

**9225 Katy Freeway, Suite 208
Houston, Harris County, Texas 77024-1521**

GRANTEE: **City of Manor, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):

**City of Manor
105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: None

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

EASEMENT PROPERTY:

A 1.358 acre limited public utility easement and access easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement shall be used for the purpose of maintenance access to the adjacent sanitary sewer lift station site ("Lift Station") and the right of ingress and egress over and across the Easement Property for such access; and 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 improvements reasonably necessary and useful for the maintenance and operation of the Lift Station, including lines and pipes for the supplying of water, and other such public utility services to supply

the Lift Station with electricity (the “Facilities”). Notwithstanding anything to the contrary herein, the “Easement Purpose” shall be limited to (i) providing ingress and egress for access to the Lift Station, (ii) supplying the Lift Station with domestic water service, and (iii) supplying the Lift Station with electric power. Without the express written consent of Grantor, the easement shall not be used for any purpose other than the Easement Purpose.

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee’s successors and assigns an exclusive, perpetual public utility easement and access easement in upon, over, on, under, above and across the Easement Property but only for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”).

COVENANTS AND CONDITIONS: The Easement granted is subject to the following covenants and conditions:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways, parking areas, landscaping and private drainage improvements (“Authorized Improvements”) on, over, across and under the Easement Property, and otherwise use the Easement Property in any way that does not unreasonably interfere with or prevent Grantee’s use of the Easement Property as provided herein and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining Authorized Improvements. But, Grantor may not construct any buildings or similar improvements on the Easement 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. Grantor may relocate the Easement when the adjacent property owned by Grantor, or any portion thereof, is developed by providing notice to the Grantee during the site planning process; provided however, that the relocated easement must satisfy the Easement Purpose and must be in a location reasonably acceptable to the City. Upon such relocation, the City agrees to vacate this Easement or applicable portion thereof granted by Grantor pursuant to this Easement.

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 Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

3. In addition to the foregoing, and for the consideration set forth above, Grantor grants and conveys unto Grantee, a temporary work and construction easement in, under, over, above and across the following described property, to-wit:

A 0.681 acre tract of land located in Travis County, Texas, as more particularly described in Exhibit “A” attached hereto and incorporated herein as if fully transcribed herein.

See “Sketch” attached hereto and made a part of Exhibit “A” for all intents and purposes hereunto and in any wise pertaining, showing such temporary work and construction easement on Grantor’s property.

Said temporary work and construction easement is being granted to facilitate Grantee’s construction of the Facilities on Grantor’s property, and is for the express purpose of construction and all related work in the construction of the Facilities (the “Temporary Construction Easement”). Grantor grants such Temporary Construction Easement to Grantee, its contractors, subcontractors, agents, engineers and employees, with necessary equipment, to enter upon and have access to Grantor’s property, subject to the provision of this easement. Prior to any construction taking place, Grantee or its contractor shall provide Grantor with a Certificate of Insurance evidencing general liability coverage with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate identifying Grantor as an additional named insured.

This Temporary Construction Easement shall exist, to enter Grantor’s property, or any part thereof, for the purpose of making soil tests, and designing and constructing the Facilities, and making connections therewith; and shall remain in effect from the date construction begins until final completion of the Facilities, that being defined as thirty (30) days after completion and acceptance by Grantee of the Facilities. After the final completion of the Facilities, this Temporary Construction Easement shall automatically terminate and expire.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective 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 herein granted, unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by through or under Grantor, but not otherwise.

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

[Signature pages follow this page]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

By: _____

Name: _____

Title: _____

THE STATE OF _____

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 20__, personally appeared _____, Grantor 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.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., 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 _____ 20____, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee 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.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"

**Legal Description and Sketch of the Easement Property and
Temporary Construction Easement**

[ATTACHED]



1.358 ACRE LIMITED PUE AND ACCESS EASEMENT
 0.681 ACRE TEMPORARY CONSTRUCTION EASEMENT
 JEFFERSON TRIANGLE MARINE, L.P.

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1.358 ACRE LIMITED PUE AND ACCESS EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, for the northeasterly corner of the herein described tract from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

THENCE over and across said 62.8431 Acre Tract, the following nine (9) courses:

1. S27°02'01"W, a distance of 65.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N63°01'19"W, a distance of 79.58 feet to a calculated point;
3. S72°01'25"W, a distance of 28.89 feet to a calculated point;
4. S27°02'01"W, a distance of 30.01 feet to a calculated point;
5. N62°57'59"W, a distance of 30.00 feet to a calculated point;
6. N27°02'01"E, a distance of 29.99 feet to a calculated point;
7. N17°58'35"W, a distance of 28.82 feet to a calculated point;
8. N63°01'19"W, a distance of 58.58 feet to a calculated point;
9. N62°57'10"W, a distance of 670.81 feet to a calculated point in the easterly line of Kimbro Road (R.O.W. varies), same being the westerly line of said 62.8431 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N26°26'41"E, with the easterly line of said Kimbro Road and the westerly line of said 62.8431 Acre Tract, a distance of 65.00 feet to a calculated point at the common westerly corner of said 4.382 Acre Tract and said 62.8431 Acre Tract, for the northwesterly corner of the herein described tract;



THENCE with the northerly line of said 62.8431 Acre Tract, same being in part the southerly line of said 4.382 Acre Tract and in part the southerly line of said 1.00 Acre Tract, the following two (2) courses:

1. S62°57'10"E, a distance of 671.45 feet to a 1/2" iron rod found at the common southerly corner of said 4.382 Acre Tract and said 1.00 Acre Tract;
2. S63°01'19"E, a distance of 208.98 feet to the **POINT OF BEGINNING**, containing an area of **1.358 ACRES OF LAND MORE OR LESS**.

0.681 ACRE TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

THENCE S27°02'01"W, over and across said 62.8431 Acre Tract, a distance of 65.00 feet to a calculated point, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 62.8431 Acre Tract, the following seven (7) courses:

1. S27°02'01"W, a distance of 35.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N63°01'19"W, a distance of 95.00 feet to a calculated point;
3. S27°02'01"W, a distance of 20.42 feet to a calculated point;
4. N62°57'59"W, a distance of 40.00 feet to a calculated point;
5. N27°02'01"E, a distance of 20.38 feet to a calculated point;
6. N63°01'19"W, a distance of 73.95 feet to a calculated point;
7. N62°57'10"W, a distance of 670.46 feet to a calculated point in the easterly line of Kimbro Road (R.O.W. varies), same being the westerly line of said 62.8431 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N26°26'41"E, with the easterly line of said Kimbro Road and the westerly line of said 62.8431 Acre Tract, a distance of 35.00 feet to a calculated point, for the northwesterly corner of the herein described tract;

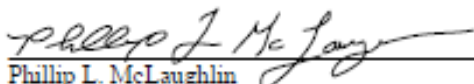


THENCE over and across said 62.8431 Acre Tract, the following eight (8) courses:

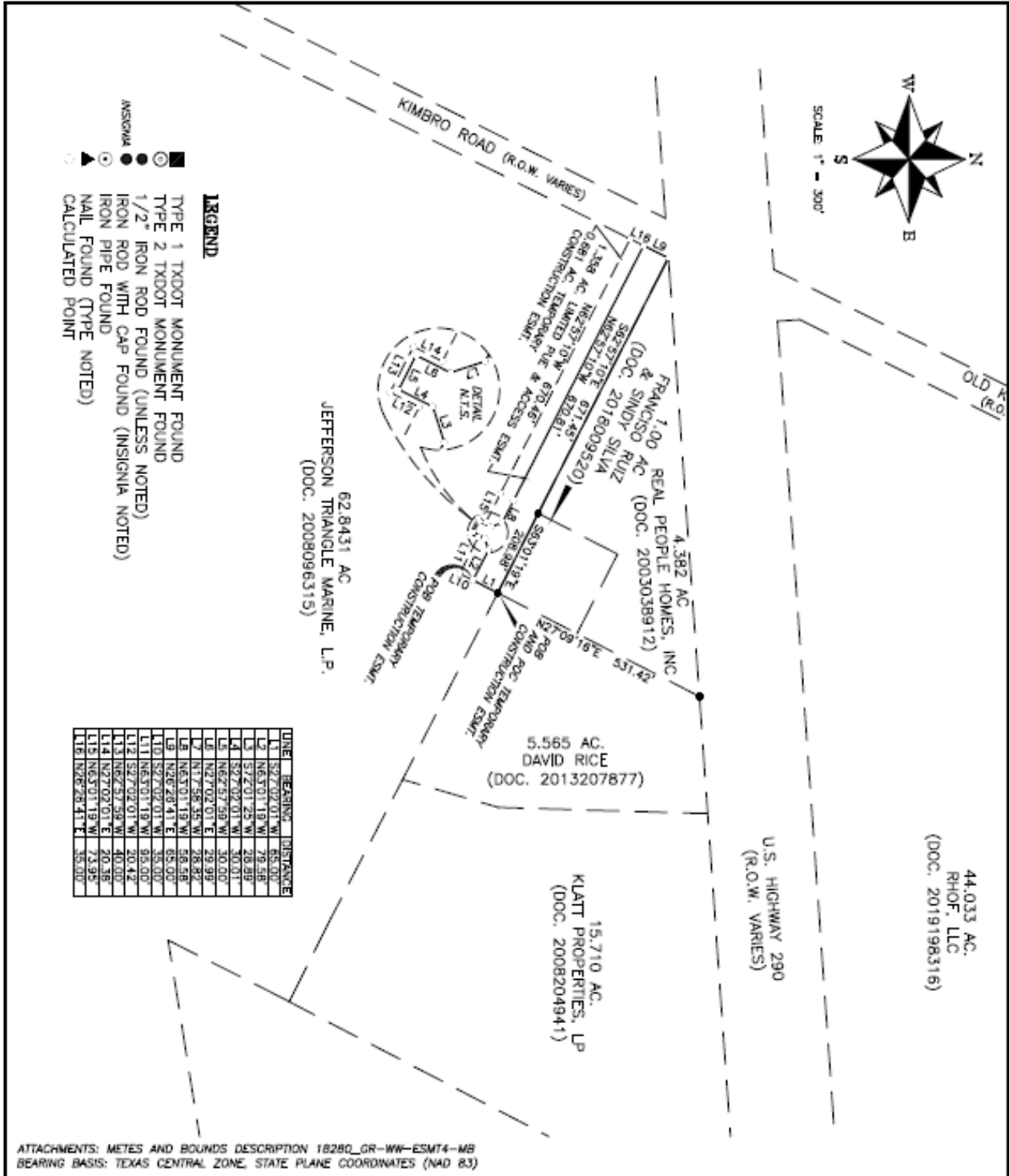
1. S62°57'10"E, a distance of 670.81 feet to a calculated point;
2. S63°01'19"E, a distance of 58.58 feet to a calculated point;
3. S17°58'35"E, a distance of 28.82 feet to a calculated point;
4. S27°02'01"W, a distance of 29.99 feet to a calculated point;
5. S62°57'59"E, a distance of 30.00 feet to a calculated point;
6. N27°02'01"E, a distance of 30.01 feet to a calculated point;
7. N72°01'25"E, a distance of 28.89 feet to a calculated point;
8. S63°01'19"E, a distance of 79.58 feet to the **POINT OF BEGINNING**, containing an area of **0.681 ACRES OF LAND MORE OR LESS.**

Attachments: 11820_GR-WW- ESMT4-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


 Phillip L. McLaughlin 12-09-2020
 Registered Professional Land Surveyor
 State of Texas No. 5300





- LEGEND**
- TYPE 1 TxDOT MONUMENT FOUND
 - TYPE 2 TxDOT MONUMENT FOUND
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
 - IRON PIPE FOUND
 - ▲ NAIL FOUND (TYPE NOTED)
 - CALCULATED POINT
 - INSIGNIA

LINE	BEARING	DISTANCE
1	S27°02'01"W	65.00'
2	N63°01'19"W	79.56'
3	S72°01'25"W	20.89'
4	S27°02'01"W	30.01'
5	N62°57'59"W	30.00'
6	N27°02'01"E	29.99'
7	N17°58'35"W	28.82'
8	N63°01'19"W	58.56'
9	N26°28'41"E	65.00'
10	S27°02'01"W	35.00'
11	N63°01'19"W	95.00'
12	S27°02'01"W	20.42'
13	N62°57'59"W	40.00'
14	N27°02'01"E	20.36'
15	N63°01'19"W	73.95'
16	N26°28'41"E	35.00'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT4-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
 1 / 1

EXHIBIT

PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE: L:\118280_GR-EAEMENT-BASE
 DATE: DECEMBER 9, 2020

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 62,8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P, IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
 SURVEYING, LLC
 1805 OUDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 PWS NO. 10032000

Exhibit "E"
Temporary Construction Easement

[A copy of the approved Easement form follows this cover sheet]

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.

TEMPORARY CONSTRUCTION EASEMENT

DATE: _____, 20__

GRANTOR: **Jefferson Triangle Marine, L.P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):

**9225 Katy Freeway, Suite 208
Houston, Harris County, Texas 77024-1521**

GRANTEE: **City of Manor, a Texas municipal corporation**

GRANTEE'S MAILING ADDRESS (including County):

**City of Manor
105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: None

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

EASEMENT PROPERTY:

A 0.141 acre temporary work and construction easement tract located in Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The temporary work and construction easement is being granted and shall be used for the purpose of free access and the right of ingress and egress over and across the Easement Property; and for the purpose of facilitating Grantee's construction of wastewater lines, lift station improvements and related appurtenances (the "Facilities") on the lift station property depicted in Exhibit "A" (the "Property"), and is for the express purpose of construction and all related work in the construction of the Facilities.

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee's successors and assigns a temporary work and construction easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (the "Easement"). Grantor grants such Easement to Grantee, its contractors, subcontractors, agents, engineers and employees, with necessary equipment, to enter upon and have access to the Easement Property, subject to the provision of this Easement.

COVENANTS AND CONDITIONS: The Easement granted is subject to the following covenants and conditions:

1. 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 Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
2. This Easement shall exist, to enter the Easement Property, or any part thereof, for the purpose of making soil tests, and designing and constructing the Facilities, and making connections therewith; and shall remain in effect from the date construction begins until final completion of the Facilities, that being defined as thirty (30) days after completion and acceptance by Grantee of the Facilities. After the final completion of the Facilities, this Easement shall automatically terminate and expire.
3. Prior to any construction taking place, Grantee or its contractor shall provide Grantor with a Certificate of Insurance evidencing generally liability coverage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate identifying Grantor as an additional named insured.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective 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 herein granted, unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof, by through or under Grantor, but not otherwise.

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

[Signature pages follow this page]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

By: _____

Name: _____

Title: _____

THE STATE OF _____

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 20__, personally appeared _____, Grantor 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.

(SEAL)

Notary Public-State of _____

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., 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 _____ 20___, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee 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.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

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

Exhibit "A"
Legal Description and Sketch of the Easement Property

[ATTACHED]



**0.141 ACRE TEMPORARY CONSTRUCTION EASEMENT
JEFFERSON TRIANGLE MARINE, L.P.**

DESCRIPTION OF A 0.141 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.141 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, same being the southwesterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet and also from which a 1/2" iron rod found in the northerly line of said 62.8431 Acre Tract, at the common southerly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, bears N63°01'19"W, a distance of 208.98 feet;

THENCE S62°57'59"E, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 75.00 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE S62°57'59"E, continuing with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 35.00 feet to a calculated point, for the northeasterly corner of the herein described tract;

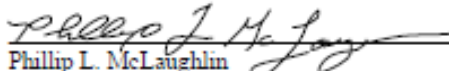
THENCE over and across said 62.8431 Acre Tract, the following five (5) courses:

1. S27°02'01"W, a distance of 100.00 feet to a calculated point, for the southeasterly corner of the herein described tract;
2. N62°57'59"W, a distance of 110.00 feet to a calculated point, for the southwesterly corner of the herein described tract;
3. N27°02'01"E, a distance of 35.00 feet to a calculated point;
4. S62°57'59"E, a distance of 75.00 feet to a calculated point;
5. N27°02'01"E, a distance of 65.00 feet to the **POINT OF BEGINNING**, containing an area of 0.141 ACRES OF LAND MORE OR LESS.

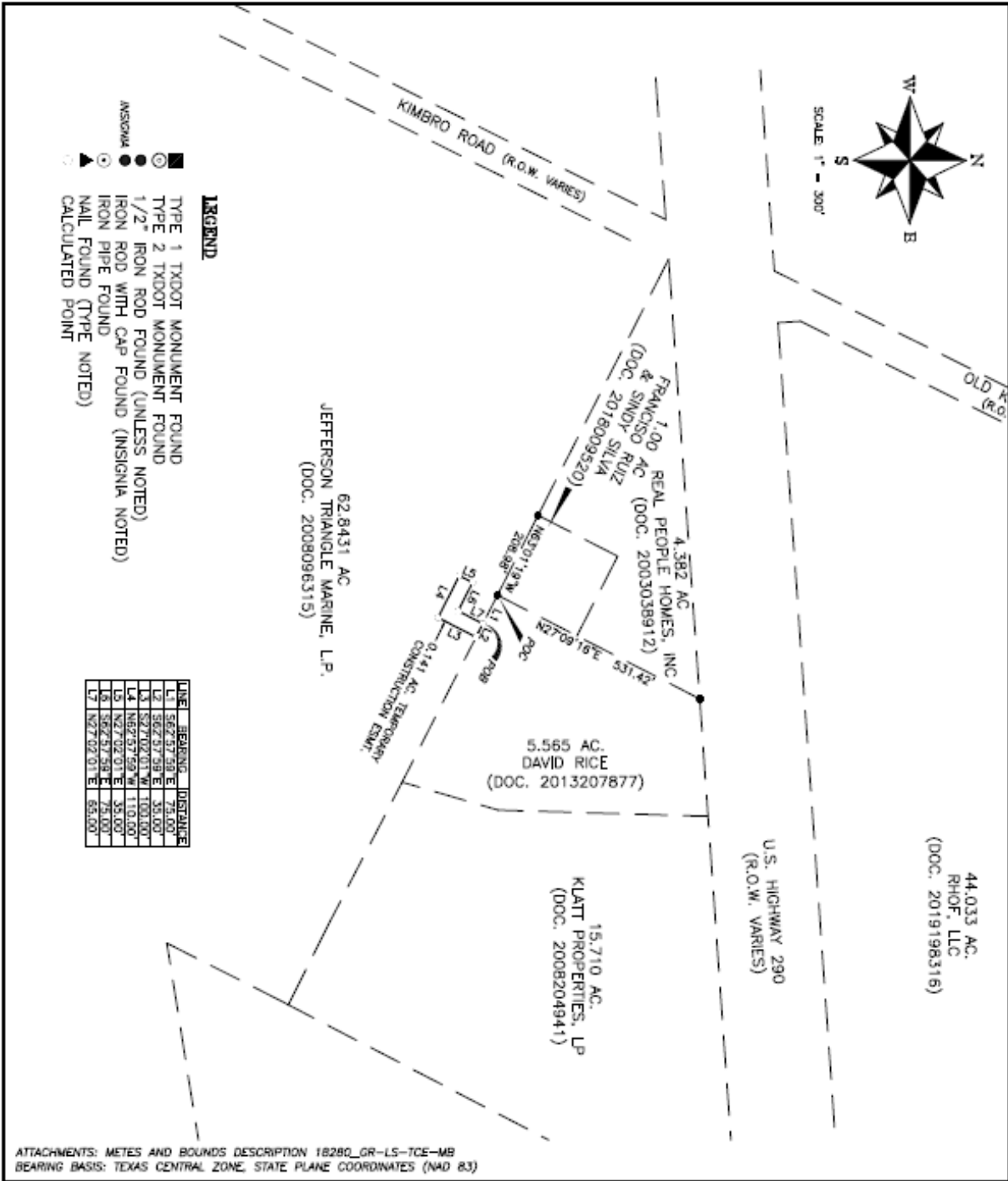


Attachments: 11820_GR-WW- ESMT4-LS-TCE-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 12-10-2020
Registered Professional Land Surveyor
State of Texas No. 5300





SHEET
1 / 1

EXHIBIT

PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE: L:\18280_GR-EAEMENT-BASE
 DATE: DECEMBER 10, 2020

0.141 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 62.8431 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JEFFERSON TRIANGLE MARINE, L.P, IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
 SURVEYING, LLC
 1805 OUDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 PRR NO. 10032000

Exhibit “F”

**Bidding and Construction Schedule for
Manor Cottonwood Creek Offsite Utilities
City of Manor, Texas**

The following is the proposed schedule for the design advertisement, bidding and construction processes.

Schedule:	Activity
December 2020	First Amendment
February 2021	Design Complete; Advertise for Public Bids.
March 2021	Open Bids; City sends Developer copies of bids and City staff/consultant recommendation on contract award
March 2021	Developer and City Consider and Act on Bids (in that order)
April 2021	Issue Notice of Award
April 2021	Issue Notice to Proceed
May 2021	Start Construction
October 2021	Complete Construction
November 2021	Project Closeout

The preceding schedule is based upon certain performance assumptions. Actual project schedule may vary due to regulatory, weather or other factors beyond the control of the project manager.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action a parkland fee-in-lieu for the Emerald Manor Apartments.

Owner: W2 Real Estate Partners

BACKGROUND/SUMMARY:

The Emerald is a 264-unit apartment development behind Riata Ford that has been going through platting process and has filed their site development plans. They are developing under our prior Zoning Code which provided that a parkland fee can be assessed at Council’s discretion when parkland is not satisfied pursuant to the Subdivision Ordinance. The Grassdale Apartments and Manor Grand Apartments were assessed this fee. Manor Prose Apartments and Commons at Manor Village Apartments were not because their parkland was satisfied as part of the Manor Commons subdivision with the dedication of Timmermann Park. The parkland fee-in-lieu is \$550 per dwelling unit. At 264 units the fee would be \$145,200.

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

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve a parkland fee-in-lieu for the Emerald Manor Apartments of \$550 per dwelling unit.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Ordinance No. 587 authorizing the suspension of the maximum time period a temporary sign may be displayed.

BACKGROUND/SUMMARY:

In October Ordinance No. 587 was approved suspending the 30-day maximum time period for a properly permitted temporary sign to be displayed until December 31st. This ordinance amends Ordinance No. 587 and extends the suspension to March 31st, 2021.

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

- Ordinance No. 597

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve Ordinance No. 597 amending Ordinance No. 587 authorizing the suspension of the maximum time period a temporary sign may be displayed.

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

ORDINANCE NO. 597

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE NO. 587 AUTHORIZING THE SUSPENSION OF THE MAXIMUM TIME PERIOD A TEMPORARY SIGN MAY BE DISPLAYED; MAKING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, on October 7, 2020, the City of Manor City Council (the “City Council”) passed and approved Ordinance No. 587 authorizing and suspending the thirty (30) day maximum time period a temporary sign may be displayed as provided in Section 15.04.018(7) of the City of Manor (the “City”) Code of Ordinances, Chapter 15, Article 15.04, Section 15.04.018(7) (the “Zoning Ordinance”) until December 31, 2020.

WHEREAS, the necessary measures taken by governmental entities, businesses, and individuals to continue to flatten the curve in the spread of COVID-19 continues to have a detrimental impact on businesses; and

WHEREAS, the City Council desires to amend Ordinance No. 587 to authorize the suspension of the maximum time period a temporary sign may be displayed beyond December 31, 2020; and

WHEREAS, due to the decrease in customer base, the sustainability of local businesses continues to be in danger and the City Council has determined that authorizing the suspension of the maximum time period a temporary sign may be displayed provides economic assistance to businesses impacted by COVID-19 and preserve business and commercial activity in the City.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Authorization of the Suspension of the Maximum Time Period a Temporary Sign May Be Displayed. The City Council hereby amends Ordinance No. 587 and authorizes and suspends the thirty (30) day maximum time period a temporary sign may be displayed as provided in Section 15.04.018(7) of the City’s Zoning Ordinance until March 31, 2021. Notwithstanding the foregoing, the City Council is hereby acknowledging and agreeing to only suspending the maximum time period a temporary sign may be displayed as a result of the COVID-19 pandemic and all other temporary signs rules and regulations remain in full force and effect.

Section 3. Repealing all Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City of Manor, the terms and provisions of this Ordinance shall control.

Section 4. Savings Clause. This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

Section 5. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED this 16th day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

By: _____
Veronica Rivera, Assistant City Attorney

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

BACKGROUND/SUMMARY:

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

- Ordinance No. 598
- Exhibit – Rules of Procedure

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve Ordinance No. 598 amending the Manor Code of Ordinances Chapter 1 – General Provisions; Article 1.04 – Section 1.04002 Rules of Procedure.

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

ORDINANCE NO. 598

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 §10.1, SUSPENSION OF RULES TO ADDRESS WHICH RULES MAY BE SUSPENDED; ADDING ADDITIONAL PARLIMENTARY PROCEDURE RESOURCES TO THE ANNEX TO THE RULES; AMENDING SECTION 1.04.002 OF THE MANOR CODE OF ORDINANCES TO REFER TO THE NEW RULES OF PROCEDURE; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Manor, Texas (the “City”) is authorized by the City Charter and state law to determine its own rules; and

Whereas, the City Council wishes to amend the rules of procedure of the City of Manor to provide for the orderly conduct of City Council meetings;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Adoption of Rules of Council. The City Council hereby adopts the amended City of Manor Rules of Procedure as set forth in Exhibit A. The last sentence of Section 1.04.002 of the City of Manor Code of Ordinances is hereby amended to read as follows: The city council hereby adopts the City of Manor Rules of Procedure set forth in exhibit A to Ordinance 516, amended as set forth in Exhibit A to Ordinance 598 on file in the office of the city secretary.

Section 3. Conflicting Ordinances. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended 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, the terms and provisions of this ordinance shall govern.

Section 4. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov’t. Code.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this

Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

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

PASSED AND APPROVED on this 16th day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace, Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Exhibit "A"
Rules of Procedure



CITY COUNCIL RULES OF PROCEDURE

**As Adopted by Ordinance No. 516
Effective May 2, 2018**

**Amended by Ordinance No. 597
Effective December 16, 2020**

TABLE OF CONTENTS

Section 1 – GENERAL	4
Section 2 – AUTHORITY	4
Section 3 - MEETINGS	
3.01. Regular Meetings	4
3.02. Special Meetings	4
3.03. Workshop Sessions	4
3.04. Executive Sessions	5
3.05. Public Hearings	5
3.06. City Hall Meetings	5
3.07. Public Notice	5
3.08. Quorum and Attendance	5
3.09. City Manager Participation	6
3.10. City Attorney Participation	6
3.11. City Secretary Participation	6
3.12. City Department Directors Participation	6
3.13. Agenda	6
3.14. Minutes	7
3.15. Attendance by the Public	7
3.16. City Legislation and Actions of Significant Public Impact and Concern	7
Section 4 - STANDARDS OF CONDUCT	
4.01. Council Members	7-8
4.02. Council Relations with the Media	8
4.03. City Staff	8
4.04. Members of the Public	9
4.05. Enforcement	9
Section 5 - DUTIES AND PRIVILEGES OF COUNCILMEMBERS	
5.01. Seating Arrangement	9
5.02. Right of Floor	10
5.03 Conflict of Interest	10
5.04. Voting	10
5.05. Excusal from Attendance	11
5.06. Excusal During Meetings	11
Section 6 - CHAIR AND DUTIES	
6.01. Chair	11
6.02. Call to Order	11
6.03. Preservation of Order	11

Section 7 - ORDER OF BUSINESS

7.01. Regular and Special Meetings	11-12
7.02. Workshop Sessions	12
7.03. Public Hearings	12
7.04. Addressing the City Council	12-13

Section 8 – RULES OF ORDER

8.01. General	13
8.02. Authority of the Chair	13
8.03. Obtaining the Floor	14
8.04. Council Deliberation and Order of Speakers	14
8.05. Length of Comments	14
8.06. Limit Deliberation to Item at Hand	14
8.07. Motions	15
8.08. Procedures for Motions	15
8.09. Amendments to Motions	15
8.10. Motion to Continue	15
8.11. Motion to Remove	15
8.12. Motion to Table	16
8.13. Motion to Refer	16
8.14. Withdrawal of Motion	16
8.15. Motion for Reconsideration	16

Section 9 - CITY COUNCIL COMMITTEES

9.01. Committees Established	16
9.02. Standing Committees	16-17
9.03. Ad Hoc Committees	17
9.04. Committee Meetings	17
9.05. Agenda and Information	18

Section 10 - RULES SUSPENSION

10.01. Suspension of Rules	18
10.02. Amendment of Rules	18
10.03. Annual Review of Rules	18

Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS

11.01. Mail and E-mail	19
11.02. Clerical Support	19
11.03. Master Calendar	19
11.04. Request for Research or Information	19
11.05. Notification of Significant Activities or Events	19

Annexes:

A – Fundamental Principles of Parliamentary Law	20
B – The Chief Purposes of Motions	21
C – Parliamentary Strategy	22
D – Basic Information on Motions	23
E – Parliamentary Terms	24
F – Conflict of Interest	25

Section 1 – GENERAL

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens and visitors.

Section 2 – AUTHORITY

The City Charter of Manor, Texas [Adopted: August 15, 2007; Amended: May 9, 2015] provides in Article III (City Council Judge of its Members), Section 3.04. (Rule of Procedure) that “The Council shall by ordinance determine its own rules and order of business.” Thus, these rules of procedure are established. In the event of any conflict between the City Charter and these rules of procedure, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter or State law, the Council will refer to RONR, which shall generally determine such procedural issue. www.robertsrules.com.

Section 3 – MEETINGS

The City Council shall follow both the letter and the spirit of the Texas Open Meetings Act.

3.01. Regular Meetings.

The City Council shall conduct regular meetings generally on the first (1st) and third (3rd) Wednesdays of each month. All regular meetings shall normally be scheduled to begin at 7:00 p.m. at City Hall and are open to the public.

3.02. Special Meetings.

In accordance with Section 3.07 (Meetings) of the City Charter, “special meetings may be scheduled and held as the council deems necessary to transact the business of the city.” Special meetings are open to the public.

3.03. Workshop Sessions.

Workshop sessions may be scheduled by the Mayor, a majority of Council Members or by the City Manager. They are normally conducted prior to regular or special meetings but may also be conducted at other times as well. Their purpose is to exchange information between council, staff, vendors or other groups. No official action is taken by council during these sessions, but workshops shall be posted and are open to the public. The City Council may suspend the application of this rule during a workshop session by majority vote of those members present and voting and take action on any item posted on the workshop agenda.

3.04. Executive Sessions.

The City Council may meet in executive session under the provisions of the Texas Open Meetings Act. No vote shall be taken in an executive session on any matter under consideration nor shall any Council Member enter into a commitment with another respecting a vote to be taken subsequently in an open meeting of the City Council.

3.05. Public Hearings.

Public Hearings may be scheduled to present evidence on both sides of issue(s). Some Public Hearings are required by state law such as approving an annual budget and setting a tax rate. Others are conducted voluntarily to obtain a full range of citizen input on important matters, such as a proposed bond issue. Public Hearings may be scheduled as part of a Regular Meeting or on other occasions as necessary.

3.06. City Hall Meetings.

City Hall Meetings may be scheduled periodically for the purpose of open discussion with citizens of Manor on specific issues or general matters regarding the activities of the City. Action may not be taken by the City Council at a City Hall Meeting. If any action is indicated, the matter will be scheduled as an agenda item at a regular meeting of the City Council. Any citizen may participate in a City Hall Meeting, and there is no requirement to sign up to speak prior to the meeting. City Hall Meetings will be posted according to the Texas Open Meetings Act.

3.07. Public Notice.

The agenda for all meetings and the notice listing items to be considered shall be posted by the City Secretary on the City's website and on the bulletin board at City Hall in accordance with the Texas Open Meetings Act [Chapter 551, Texas Government Code].

3.08. Quorum and Attendance.

In accordance with Section 3.06 (Quorum and Attendance) of the City Charter, "Four members of the council shall constitute a quorum for transacting business and no action of the council shall be valid or binding unless taken in an open meeting with a quorum present. Less than a quorum may adjourn any meeting, or order and compel the attendance of absent members. It shall be the duty of each member of the council to attend each regular and special council meeting and the failure of any member to attend three consecutive, regular meetings, without good and sufficient cause, shall constitute misconduct in office."

3.09. City Manager Participation.

The City Manager shall attend all meetings of the City Council except when excused by the City Council. The City Manager may make recommendations to the City Council and shall have the right to take part in all discussions, but shall not have a vote.

3.10. City Attorney Participation.

The City Attorney, or designated assistant City Attorney, shall attend the meetings of the City Council upon request by the City Manager to advise the City Council on all legal matters and represent the City in all litigation (except where outside counsel is engaged) and other legal matters.

3.11. City Secretary Participation.

The City Secretary shall attend each meeting of the City Council and shall keep, in a record provided for that purpose, accurate minutes of the City Council's proceedings.

3.12. City Department Directors Participation.

The City staff department heads shall attend the second regular meeting of each month to respond to inquiries made by the City Council on departmental monthly reports unless excused by the City Manager. The City Council may request the presence of specific department heads or staff members, through the City Manager, for other meetings or sessions.

3.13. Agenda.

- a. The Mayor, Council Members, City Manager, City Department Directors, City Attorney, and the City Secretary may place items on the agenda. Agenda items shall be submitted in written form to the City Secretary in accordance with subsection (b). The City Secretary will coordinate the placement of items on the agenda with the City Manager who will resolve any conflicts with Mayor and Council Members. Agenda items may be removed only by the Mayor and City Manager, except agenda items requested by City Council.
- b. Agenda items, including any necessary or applicable supporting documents and materials to be included in agenda packets, shall be submitted in written form to the City Secretary in accordance with this section and in order to allow compliance with the Texas Open Meetings Act 72-hour notice provision. Agenda items are due on or before the Wednesday of the week preceding the next scheduled City Council meeting.
- c. The City Secretary shall submit a draft agenda to the City Manager on or before the Tuesday of the week preceding the next scheduled City Council meeting for review and revision.
- d. The agenda packets for all regular and special meetings will be delivered to the Mayor and Council Members on the Friday preceding the following Wednesday meeting.

3.14. Minutes.

Minutes of City Council meetings will be recorded and maintained by the City Secretary. The Minutes will include final motions with voting results. The Minutes will also reflect the names of those citizens presenting public comments. Minutes of meetings will generally be submitted to the City Council for approval at the next regularly scheduled meeting.

3.15. Attendance by the Public.

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Openning Meetings Act.

3.16. City Legislation and Actions of Significant Public Impact and Concern.

Any action or ordinance of the City of Manor that falls into the following three categories is considered an action of significant public impact and concern:

- a. Any action or ordinance that criminalizes behavior or creates criminal liability.
- b. Any action or ordinance that has a substantial impact on private property rights.
- c. Any action or ordinance that involves the expenditure of more than three hundred thousand dollars (\$300,000) and that is not a recurring expense or renewal of an expense.

The City Council shall not vote on any action of significant public impact and concern unless and until it has been presented and discussed in at least two Council meetings, which occur within a 60-day period, except as provided in Section 10.

Section 4 - STANDARDS OF CONDUCT**4.01. Council Members.**

- a. During City Council meetings, Council Members shall assist in preserving order and decorum and shall neither by conversation or other activity delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the City Council.
- b. A Council Member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine his/her discussion to the question under debate and avoid discussion of personalities, the use of inappropriate language, making personal attacks, and verbally abusing colleagues or anyone else in attendance.

- c. Council Members may question City staff members during meetings when they are making presentations to the City Council. Council Members shall neither berate nor admonish City staff members. Questions to other City staff members who are not making presentations should first be directed to the City Manager who will then ask the appropriate City staff member to respond or the City Manager may address the question.
- d. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer. If a Council Member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined.
- e. Council Members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the City Council.
- f. When there is more than one speaker on the same subject, Council Members will delay their subsequent comments until after all speakers on the subject have been heard.

4.02. Council Relations with the Media.

All City press releases, media advisories, story suggestions, or similar items should go through the City Manager's office for distribution, with exception of factual police department bulletins which designated officers may send directly to the City Manager, with a copy to the City Secretary.

4.03. City Staff.

- a. Members of the City staff and employees of the City shall observe the same rules of procedures and decorum applicable to members of the City Council.
- b. Although the presiding officer has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all City staff members under the City Manager's direction and control.
- c. The City Manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City staff members in City Council meetings.
- d. All staff members addressing the City Council, including the City Manager, other staff members, or members of the public shall be recognized by the presiding officer and shall limit their remarks to the matter under discussion.
- e. All remarks and questions addressed to the City Council by staff members shall be addressed to the City Council as a whole and not to any individual member.

4.04. Members of the Public

- a. Members of the Public are invited to attend all open meetings of the City Council and will be admitted to the Council Chambers or other room(s) in which the City Council is meeting, but not to exceed the fire safety capacity of the room(s).
- b. All persons shall remove hats and all individuals shall refrain from private conversations in the chambers while the City Council is in session.
- c. Members of the Public attending Council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks or who become boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the presiding officer requests the sergeant-at-arms to remove such offenders from the room.
- d. Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Council Members are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- e. No placards, banners, or signs of any kind will be permitted in the Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.
- f. Members of the Public attending Council meetings are not allowed to bring food or drink into the Council Chamber or into any other room in which the City Council is meeting.

4.05. Enforcement.

The sergeant-at-arms attending the City Council meetings, shall ensure that a safe environment exists for the City Council to conduct its meetings and shall furnish whatever assistance is needed to enforce the rules of the City Council.

Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS

5.01. Seating Arrangement.

In meetings where the Council is seated at the dais, the Mayor shall be seated at the center of the dais; the City Manager shall be seated adjacent to the Mayor, Council Members are seated by Place No. 1-6 and City Secretary shall be seated on the table to the right of the dais.

5.02. Right of the Floor.

A Council Member desiring to speak must first be recognized by the presiding officer. No Council Member shall address the presiding officer or demand the floor while a vote is being taken.

5.03. 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 in the form attached hereto in Annex F disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

5.04. Voting.

- a. In accordance with Section 3.08 (Voting) of the City Charter, “All members of the council present shall vote upon every issue, subject or matter properly before the council and requiring a council vote; provided that, if any member of the council has a conflict of interest, that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. No ordinance, resolution, order, action, matter or issue shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of council present and voting, and not less than four affirmative votes shall be required to pass, approve, adopt, take action on or consent to any ordinance, resolution, action, matter, issue or motion.” Any reference to an action of the City Council requiring a majority vote of the members present and voting shall be subject to the requirement set forth in Section 3.08 of the City Charter that not less than four affirmative votes shall be required to pass, approve, adopt, take action on, or consent to the action.
- b. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present and voting.
- c. A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action.

5.05. Excusal from Attendance.

Council Members are expected to attend meetings and remain in attendance during each meeting. Should a Council Member be unable to attend, the Mayor, City Manager, or City Secretary should be notified prior to that meeting.

5.06. Excusal During Meetings.

A Council Member needing to be excused during an ongoing session should advise the presiding officer prior to departing the session.

Section 6 - CHAIR AND DUTIES**6.01. Chair.**

The Mayor, if present, shall preside as chair at all meetings of the City Council. In the absence of the Mayor, the Mayor ProTem shall preside. In the absence of both the Mayor and Mayor ProTem, the remaining Council Members shall, in accordance with the City Charter, by election, designate one member as acting Mayor to preside for that session. The term "presiding officer" when used in these Rules of Council shall mean the chair.

6.02. Call to Order.

The sessions of the City Council shall be called to order by the Mayor or, in the Mayor's absence, by the Mayor ProTem or, in the Mayor ProTem's absence, by the acting Mayor. In the absence of both the Mayor and Mayor ProTem, the City Manager will temporarily preside over the meeting until the Council selects an acting Mayor to preside over the meeting.

6.03. Preservation of Order.

The Chair shall preserve order and decorum, call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine Council Members in debate to the question under discussion. It is the responsibility of the Chair to keep the comments of Council Members on topic during public meetings.

Section 7 - ORDER OF BUSINESS**7.01. Regular and Special Meetings.**

Regular and special meetings will generally adhere to the following agenda:

- Call to Order and Announce a Quorum is Present
- Pledge of Allegiance
- Presentations/Proclamations/Recognitions (as appropriate)
- Workshop Sessions (as appropriate)
- Public Comments (related to any matter not on the agenda, no action taken)
- Public Hearings (as appropriate)

- Reports (as appropriate)
- Consent Agenda (may be moved to Regular Agenda by the Mayor or a Council Member)
- Regular Agenda
- Executive Session (as appropriate)
- Reconvene in Open Session (as appropriate)
- Adjournment

7.02. Workshop Sessions.

Workshop sessions will normally be conducted in a less formal manner than regular sessions as follows:

- Call to Order
- Overview of matter(s) to be discussed
- Discussion of matter(s)
- Summation
- Adjournment

7.03. Public Hearings.

The City Manager shall schedule public hearings on the City Council's agenda to be held at least two weeks before the City Council must vote on the matter (unless the law requires otherwise, in which case, Public Hearings shall be conducted as provided by state law). In addition to this requirement, when conducted as part of a Regular Meeting, a vote may be taken on the matter at that same meeting. When a Public Hearing is conducted as a stand-alone meeting and not part of a Regular Meeting, the vote may be taken at a subsequent Regular or Special Meeting.

7.04. Addressing the City Council.

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Opening Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Therefore, public input to the City Council, both oral and written, is encouraged.

a. Public Comments.

- (1) Prior to the meeting being called to order, the person wishing to speak shall complete a speaker card and present it to the City Secretary. The presiding officer shall call upon those who have submitted cards. When called upon to speak by the presiding officer, the person shall come to the podium, state his/her name for the record, and, if speaking for an organization or group, identify the group represented. *No formal action can be taken by the City Council during the public comments.*
- (2) For items on the agenda, the speaker will have three (3) minutes to complete his/her comments unless otherwise permitted by the presiding officer. The City Secretary

shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete his sentence and take his/her seat.

- (3) All remarks shall be addressed to entire City Council and not directed to individual Council Members or members of the city staff.

b. Written Correspondence and Telephone Calls.

- (1) Member of the Public may direct written comments to the entire City Council or individual Council Members by addressing their letters to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at www.cityofmanor.gov.
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages within three (3) working days. Telephone calls should be returned within twenty-four (24) hours, excluding Saturdays, Sundays and official state holidays.

c. Media Inquiries.

- (1) The recognized local media sources may direct questions to members of the City Council through the City Manager.
- (2) Other legitimate regional, state and national media sources are expected to coordinate questions to Council Members and staff through the City Manager.
- (3) All media questions will be initially directed to the City Manager or the Chief of Police.

Section 8 – RULES OF ORDER

8.01. General.

These rules, consistent with the City Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

8.02. Authority of the Chair.

- a. Subject to appeal of the full City Council, the Chair shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Chair shall be courteous and fair and should presume that the moving party is acting in good faith.
- b. The Chair will perform the role of facilitator to assist the City Council in focusing agenda discussions and deliberations.
- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

8.03. Obtaining the Floor.

Any Council Member wishing to speak must first obtain the floor by being recognized by the presiding officer. The presiding officer must recognize any Council Member who seeks the floor appropriately entitled to do so.

8.04. Council Deliberations and Order of Speakers.

- a. The presiding officer shall control the debate and the order of speakers.
- b. Speakers shall generally be called upon in the order of their request to speak.
- c. With the concurrence of the presiding officer, a Council Member holding the floor may address a question to another Council Member or the City Manager. The Council Member or City Manager may respond while the floor is still held by the Council Member asking the question.
- d. With the concurrence of the presiding officer, a Council Member holding the floor may address questions to an individual making a presentation to the City Council, e.g., city staff member, consultants, and citizens making public comments.
- e. Comments and questions shall be conducted in rounds to ensure that Council Members have the opportunity to make their comments and then respond to the comments they have heard from their fellow Council Members.
- f. The presiding officer shall only terminate deliberations and debate after all Council Members have been provided a reasonable time and opportunity to participate and prepare them to render a reasonable and responsible vote on the question.
- g. During presentations by the staff or special guests on agenda items, Council Members may obtain the floor from the presiding officer to ask questions of the presenters regarding details of their presentations.
- h. Following a motion and second of an agenda item, Council Members may enter into additional discussions about the item as described below in subsection 8.08(d).

8.05. Length of Comments.

Council Members shall govern themselves as to the length of the comments, questions, or presentations. As a courtesy, the presiding officer will signal by hand to a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.

8.06. Limit Deliberations to Item at Hand.

Council Members shall limit their comments and questions to the subject matter, time, or motion being currently being considered by the City Council.

8.07. Motions.

In accordance with Section 1.05.037 (Motions; deferring action) of the City Charter, “(a) A motion may be made by any member other than the presiding officer.” The presiding officer shall, prior to offering a motion, however, ensure that other Council Members have the opportunity to make the motion. Any member of the City Council, other than the person offering the motion, may second a motion. See Annex B (Chief Purposes of Motions), Annex C (Parliamentary Strategy), Annex D (Basic Information on Motions), and Annex E (Parliamentary Terms).

8.08. Procedures for Motions.

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated, it must be seconded. If there is no second, the motion fails.
- b. A Council Member who wishes to make a motion should do so through a verbal request to the presiding officer.
- c. A Council Member who wishes to second a motion should do so through a verbal request to the presiding officer.
- d. Once a motion has been properly made and seconded, the presiding officer shall open the matter for additional discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the presiding officer.

8.09. Amendments to Motions.

- a. When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to action on the main motion.
- b. No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion.
- c. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.
- d. Action shall be taken on the amended amendment prior to any other action to further amend the main motion.

8.10. Motion to Continue.

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

8.11. Motion to Remove.

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

8.12. Motion to Table.

A motion to table will delay consideration of the item being discussed by the City Council.

8.13. Motion to Refer.

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

8.14. Withdrawal of Motion.

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If the motion is modified, the Council Member who seconded the motion may withdraw his/her second. If a motion that has received a second is withdrawn by one of the Council Members making the motion, the motion must be seconded by another Council Member to proceed or it will die for lack of a second.

8.15. Motion for Reconsideration.

- a. A motion to reconsider any action of the City Council may be made, seconded, and voted on not later than the next succeeding regular meeting of the City Council. If reconsideration of the Council action has not been posted on the Council agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next regular meeting after the posting requirements of the Texas Open Meetings Act are met.
- b. A motion to reconsider an action of the City Council may only be made by a member who voted with the prevailing side. Any member can second it. No question shall be twice reconsidered except by unanimous vote of the City Council. Actions relating to any contract may be reconsidered at any time before the final execution thereof.

Section 9 – CITY COUNCIL COMMITTEES

9.01. Committees Established.

The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees.

9.02. Standing Committees.

- a. The following standing committee(s) of the City Council are established:
 - (1) Budget Committee
 - i. The Budget Committee shall consist of not less than three (3) Council Members and serve a one-year term, appointed by the City Council.
 - ii. [Purpose of the Budget Committee]
 - iii. Summary minutes will be kept for the Budget Committee by Finance Department staff.

(2) Public Improvement District (PID) Committee

- i. The PID Committee shall consist of not less than three (3) Council Members and serve a one-year term, appointed by the City Council.
- ii. [Purpose of the PID Committee]
- iii. Summary minutes will be kept for the PID Committee by Administrative Department staff.

(3) Park Committee

- i. The Park Committee shall consist of not less than three (3) Council Members and serve a one-year term, appointed by the City Council.
- ii. [Purpose of the Park Committee]
- iii. Summary minutes will be kept for the Park Committee by Public Works Department staff.

- 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. A standing committee may, by majority vote, 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 and appoint a chair to the standing committee.

9.03. Ad Hoc Committees.

The Mayor may appoint ad hoc committees from time to time to study and review specific issues. The Mayor shall determine the number of members and appoint a chair of ad hoc committees. The ad hoc committees shall be established for a designated period of time, which may be extended by the Mayor and shall meet as needed. The Mayor shall formally announce the establishment of any ad hoc committee along with his appointments to that committee in a regular session of Council prior to the committee convening to conduct business.

9.04. Committee Meetings.

- a. Standing and Ad Hoc Committees shall meet as necessary.
- b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members. The committee chair will coordinate with the City Secretary to ensure that the committee meeting agenda is posted as appropriate.

9.05. Agenda and Information.

- a. Before each committee meeting, the City Manager and City Secretary shall provide an agenda and supporting information for the meeting to committee members and the public. Items may be scheduled on the agenda for committee briefings by the chair, the City Council, the City Manager, or the Mayor.
- b. Summary minutes will be kept by the City Secretary, unless otherwise indicated within this procedure.

Section 10 – RULES SUSPENSION, AMENDMENT, AND ANNUAL REVIEW

10.01. Suspension of Rules.

Any provision of these rules not governed by the City Charter, City ordinances, or state law may be temporarily suspended by a majority vote of the members of the City Council present and voting. The vote on any such suspension shall be taken by Motion and entered upon the record. The vote on any such suspension shall be taken by Motion and entered upon the record. Provisions that may not be suspended include, but are not limited to:

- a. Rule 3.04, Executive Sessions;
- b. Rule 3.07, Public Notice;
- c. Rule 3.08, Quorum and Attendance;
- d. Rule 3.14, Minutes (the provisions requiring that minutes be kept and the content of minutes)
- e. Rule 3.15, Attendance by the Public;
- f. Rule 3.16, City Legislation and Actions of Significant Public Impact and Concern, if pertaining to zoning and annexation orders required to be read twice in accordance with Section 4.06 of the City Charter;
- g. Rule 5.03, Conflicts of Interest;
- h. Rule 5.04, Voting; and
- i. Rule 6.01, Chair.

10.02. Amendment of Rules.

These rules may be amended, or new rules adopted, by a majority vote of the members of the City Council present and voting.

10.03. Annual Review of Rules.

Following the municipal general elections each year, City Council may review these rules of procedure, make changes as appropriate, and adopt their own rules of procedure in accordance with the City Charter. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the City Council's right and ability to amend the rules in accordance with the City Charter and Rule 10.02.

Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS

11.01. Mail and E-mail.

- a. All general mail directed to the Mayor and Council Members at City Hall will be date stamped, and distributed as appropriate at City Council Meetings.
- b. All mail providing information on city issues and agenda items will be copied to the Mayor and Council Members.
- c. E-mails are provided to Mayor and Council Members for city business, e-mails requiring a response from the Mayor or Council Member(s) should copy the City Manager.

11.02. Clerical Support.

The City Manager will coordinate appropriate clerical support requested by the Mayor and Council Members.

11.03. Master Calendar.

A master calendar of City Council events, functions, and sessions will be maintained by the City Secretary's office and provided to the Mayor and Council Members as appropriate. Events, functions, and activities to be attended by the Mayor or individual Council Members will be included on the master calendar only at the request of the Mayor or individual Council Member(s).

11.04. Requests for Research or Information.

The Mayor and individual Council Members may request information or research from the city staff on a given topic through the City Manager who will make all members of City Council aware of the special request, as it may be of interest to them as well. Accordingly, the City Manager will provide the results of the request to all members of City Council. In the event the City Manager believes he cannot respond in a timely manner, he and the members of City Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

11.05. Notification of Significant Activities or Events.

The Mayor and Council Members shall expect the City Manager to notify them, and provide periodic updates, regarding significant activities or events in the City related to natural or man-made disasters.

ANNEX A

Fundamental Principles of Parliamentary Law

The Mayor, Council Members, City Manager, City Attorney, City Secretary, and City staff members appearing before the various sessions of the Manor City Council should become familiar with following rules and customs:

1. All members have equal rights, privileges, and obligations; rules must be administered impartially.
2. The minority has rights, which must be protected.
3. Full and free discussions of all motions, reports, and other items of business is a right of all members.
4. In doing business the simplest and most direct procedure should be used.
5. Logical precedence governs introduction and disposition of motions.
6. Only one question can be considered at a time.
7. Members may not make a motion or speak in debate until they have been recognized by the chair and thus have obtained the floor.
8. No member may speak a second time on the same question if anyone who has not spoken on that question wishes to do so.
9. Members must not attack or question the motives of another member. Customarily, all remarks are addressed to the presiding officer.
10. In voting, members have the right to know at all times what motion is before the assembly and what affirmative and negative votes mean.
11. The majority vote decides. This is a fundamental concept of democracy.
12. All meetings will be characterized by fairness and good faith.

ANNEX B

The Chief Purposes of Motions

PURPOSE	MOTION
Present an idea for Consideration and action	Main motion Resolution
Improve a pending motion	Amend Division of question
Regulate or cut off debate	Limit or extend debate Previous Question
Delay a decision	Refer to committee Postpone/table to a certain time Recess Adjourn
Kill an item	Postpone Indefinitely
Meet an emergency	Question of privilege Suspend rules Lay on the Table
Gain information on a pending motion	Parliamentary inquiry Request for information Request to ask a member a question Question of privilege
Question the decision of the presiding officer	Point of order
Enforce rights and privileges	Parliamentary inquiry Point of order Appeal from decision of the chair
Consider a question again	Take from the Table Discharge a committee Reconsider Rescind Renew a motion Amend a previous action Ratify
Change an action already taken	Reconsider Rescind Amend a previous action
Terminate a meeting	Adjourn Recess

ANNEX C

Parliamentary Strategy

To Support a Motion	To Oppose a Motion
<ol style="list-style-type: none"> 1. Second it promptly and enthusiastically. 2. Speak in favor of it as soon as possible. 3. Do your homework; know your facts; have handouts, charts, etc., if appropriate. 4. Move to amend motion, if necessary, to make it more acceptable to proponents. 5. Vote against motion to table or to postpone, unless delay will strengthen your position. 6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes. 7. If defeat seems likely, move to refer to committee, if that would improve chances. 8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory. 9. Have available a copy of the rules of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute. 10. If motion is defeated, move to reconsider, if circumstances warrant it. 11. If motion is defeated, consider reintroducing it at a subsequent meeting. 	<ol style="list-style-type: none"> 1. Speak against it as soon as possible. Raise question; try to put proponents on the defensive. 2. Move to amend the motion so as to eliminate objectionable aspects. 3. Move to amend the motion to adversely encumber it. 4. Draft a more acceptable version and offer as amendment by substitution. 5. Move to postpone to a subsequent meeting. 6. Move to refer to committee. 7. Move to recess, if you need time to round up votes or obtain more facts. 8. Question the presence of quorum, if appropriate. 9. Move to adjourn 10. On a voice vote, vote emphatically. 11. If the motion is adopted, move to reconsider, if you might win a subsequent vote. 12. If the motion is adopted, consider trying to rescind it at a subsequent meeting. 13. Have available a copy of the rule of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.

ANNEX D

Basic Information on Motions

Basic Information On Motions

RANKING MOTIONS

These motions are listed in order of rank. When any one of these motions is immediately pending, those above it are in order and those below are not in order.

PRINCIPAL CHARACTERISTICS

	Second Required	Can Be Debated	Can Be Amended	Vote Required	Can Be Reconsidered	Can Interrupt
PRIVILEGED MOTIONS						
13. Fix Time to Which to Adjourn.....	yes	no	yes	maj	yes	no
12. Adjourn.....	yes	no	no	maj	no	no
11. Recess.....	yes	no	yes	maj	no	no
10. Raise a Question of Privilege.....	no	no	no	X*	no	yes
9. Call for the Orders of the Day.....	no	no	no	X*	no	yes
SUBSIDIARY MOTIONS						
8. Lay on the Table.....	yes	no	no	maj	no	no
7. Previous Question (to close debate).....	yes	no	no	2/3	yes*	no
6. Limit or Extend Limits of Debate.....	yes	no	yes	2/3	yes*	no
5. Postpone to a Certain Time.....	yes	yes	yes	maj	yes	no
4. Commit (or Refer).....	yes	yes	yes	maj	yes*	no
3. Amend.....	yes	=	yes*	maj	yes	no
2. Postpone Indefinitely.....	yes	yes	no	maj	+	no
1. MAIN MOTION	yes	yes	yes	maj*	yes	no

NON-RANKING MOTIONS

Whether these motions are in order depends upon the business already under consideration and what purpose they may serve when introduced.

INCIDENTAL MOTIONS

Appeal.....	yes	*	no	maj	yes	yes
Close Nominations or the Polls.....	yes	no	yes	2/3	no	no
Consider by Paragraph or Seriatim.....	yes	no	yes	maj	no	no
Division of the Assembly.....	no	no	no	no	no	yes
Division of a Question.....	yes	no	yes	maj	no	no
Objection to Consideration of a Question.....	no	no	no	2/3	#	yes*
Parliamentary Inquiry.....	no	no	no	Chair	no	yes
Point of Order.....	no	no	no	Chair	no	yes
Reopen Nominations or the Polls.....	yes	no	yes	maj	#	no
Suspend the Rules*.....	yes	no	no	2/3*	no	no
Withdraw a Motion.....	no*	no	no	maj*	#	yes*

MOTIONS THAT BRING A QUESTION AGAIN BEFORE THE ASSEMBLY

Reconsider.....	yes	=	no	maj	no	no
Rescind.....	yes	yes	yes	*	#	no
Take from the Table.....	yes	no	no	maj	no	no

Key to Markings

* - See *Robert's Rules of Order Newly Revised* for special rules.

- Only a negative vote may be reconsidered.

X - Usually no vote taken. Chair responds.

= - Debatable when applied to a debatable motion. See *Robert's Rules of Order Newly Revised*.

+ - Only an affirmative vote may be reconsidered.

Source: *Robert's Rules of Order Newly Revised*.

ANNEX E

Parliamentary Terms

PARLIAMENTARY TERMS

AGENDA: an outlined plan of an entire business session; an order of business.

ACCEPT: adopt, approve, agree to.

ADOPT: approve, agree to, accept.

AMEND: modify or change the wording of a motion before action is taken upon the motion itself.

ANNOUNCING THE VOTE: declaration by the chair of the result of the vote.

ASSEMBLY: a body of people assembled for the transaction of business.

ARE YOU READY FOR THE QUESTION: debate (discussion) is in order.

BYLAWS: basic rules of a society which relate to itself as an organization.

CARRIED: adopted, approved.

CHAIR: the presiding officer; the place or station of the presiding officer.

DIVISION OF THE ASSEMBLY: a motion requiring that a vote taken by voice or by show of hands be retaken by rising.

EX OFFICIO: "from the office" or by virtue of the office or chairmanship. Bylaws frequently provide that the president shall be an ex-officio member of all committees except the nominating committee.

FLOOR, OBTAIN THE: securing recognition by the chair as having the right to speak in a meeting.

GENERAL CONSENT: unanimous consent; informal agreement of the assembly. The chair asks if there is any objection to a certain procedure; *silence gives consent*.

GERMANE: closely related; of the same subject matter. Example: an amendment must be germane to the motion to which it is applied.

IMMEDIATELY PENDING QUESTION: the latest question (motion) stated by the chair when more than one question is pending.

INCIDENTAL MOTIONS: motions which deal with questions of procedure arising out of other motions or items of business.

MAIN MOTION: A motion that introduces business to an assembly.

MAJORITY VOTE: over half of the votes *cast*.

MEETING: a single gathering of persons or members of an organization, usually for the purpose of transacting business. See *Session*.

MINUTES: the record of the proceedings of an assembly. Sometimes referred to as the *journal*.

MOTION: a formal proposal that certain action be taken, or that a certain statement express the sense, opinion, desire, or will of the assembly.

PARLIAMENTARY LAW: a consistent system of rules which govern procedure in all deliberative assemblies; founded upon certain fundamental principles originated in the unwritten customs of the House of Parliament in England; first compiled for use in this country by Thomas Jefferson, whose manual has been the foundation for rules used in the United States House of Representatives and Senate.

PENDING: before the assembly. A motion is "pending" after it has been stated by the chair and until it is disposed of temporarily or permanently.

PLURALITY VOTE: the largest number of votes received by a candidate or proposition when three or more choices are possible. A plurality vote never decides a question or election except by specific rule of the organization.

PRECEDENCE, TAKES: outranks; used in reference to the order in which motions can be introduced and must be considered by the assembly.

PREVIOUS NOTICE: announcement that a specific motion will be introduced at the next meeting; substance of the proposal should be described at least briefly; unless specified otherwise in the bylaws, must be made at the preceding meeting or included in the call of the meeting at which it is to be brought up.

PRIVILEGED MOTIONS: a class of motions which, although they are not directly concerned with the business before the assembly, are of such immediate importance that they have the privilege of interrupting the consideration of anything else. All motions of this class are *not debatable*.

PRO TEM: for the time being; most frequently applies to the office of secretary.

PUTTING THE QUESTION: putting the motion to a vote.

QUESTION: the business before the assembly; the motion as stated by the chair. (See "motion.")

QUORUM: the number of members who must be present in order that business can be transacted legally. The quorum is a majority of all members unless bylaws or rules of procedure state otherwise.

RECESS: an intermission taken by the assembly.

RESOLUTION: a main motion usually of such importance and length as to be written; may or may not have a preamble setting forth the reasons for the resolution.

REVISION OF THE BYLAWS: a complete set of bylaws submitted as a substitute for existing bylaws.

RONR: acronym for *Robert's Rules of Order Newly Revised*.

SECONDARY MOTIONS: motions which can be made while a main motion is pending and which relate to business already before the assembly, to questions of order or procedure, or to matters of comfort or privilege. There are three classes of secondary motions: subsidiary, privileged, and incidental.

SECONDING MOTIONS: agreeing that a motion should come before a meeting.

SESSION: a meeting or a series of meetings with a single order of business, agenda, or program.

STANDING RULES: regulations for the guidance of an organization's meetings

STATING THE QUESTION: formally placing a motion before the assembly and indicating (where appropriate) that it is open to debate. Wording of a motion in the minutes should be exactly the same as when *stated* by the chair.

SUBSIDIARY MOTIONS: Motions that assist the assembly in treating or disposing of a main motion (and sometimes other motions).

TWO-THIRDS VOTE: two out of three of the votes *cast*. For two-thirds approval, the affirmative vote is at least twice as large as the negative.

UNFINISHED BUSINESS: questions that have come over from the previous meeting because that meeting adjourned without completing its order of business.

VOTE: a formal expression of the will, opinion, or preference of the members of an assembly in regard to a matter submitted to it.

YIELD: give way to. A pending question yields to one of higher rank.

ANNEX F

Conflict of Interest

AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, _____, as a member of the City of Manor City Council, make this Affidavit and hereby on oath, state the following:

“I, and/or a person or persons related to me, have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the City of Manor City Council and the economic effect on my business entity or real property is distinguishable from its effect on the general public. What constitutes a “substantial interest,” “business entity,” “real property” and a “special economic effect” are terms defined in Chapter 171 of the Texas Local Government Code.

“I affirm that the business entity or real property referred to above is: _____

The nature of my substantial interest in this business entity or real property is: (Check all which are applicable.)

- An ownership interest of 10% or more of the voting stock or shares of the business entity; or
- An ownership interest either 10% or more or \$15,000 or more of the fair market value of the business entity; or
- Funds received from the business entity exceed 10% of _____(my, his, her) gross income for the previous year; or
- Real property is involved and _____(I, he, she) has/have an equitable or legal ownership with a fair market value of at least \$2,500 or more;
- A relative of mine related in the first degree by consanguinity (blood) or affinity (marriage), as determined under Chapter 573, Texas Government Code, is considered to have a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.
- Other: _____

"Upon the filing of this Affidavit with the City Secretary, I affirm that I will abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever."

SIGNED this the ____ day of _____, 20 ____.

Signature of public official

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, by

_____, on this the ____ day of _____, 20 ___, which witness my hand and official seal.

Notary Public
State of Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of Manor City Council Members to the Tax Increment Reinvestment Zone (TIRZ) Board of Directors.

BACKGROUND/SUMMARY:

In accordance with the bylaws of the TIRZ, the City Council needs to appoint new members to serve on the TIRZ Board due to a vacancy and term expirations.

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

- TIRZ Bylaws
- TIRZ Board Roster

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council appoint the Manor City Council Members for the terms as indicated in the roster to the Tax Increment Reinvestment Zone Board of Directors.

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

**Tax Increment Reinvestment Zone
Board of Directors
December 16, 2020**

- Place 1 Mayor (term expires November 30, 2021)
- Place 2 Council Place 1 (term expires November 30, 2021)
- Place 3 Council Place 2 (term expires November 30, 2022)
- Place 4 Council Place 3 (term expires November 30, 2021)
- Place 5 Council Place 4 (term expires November 30, 2022)
- Place 6 Council Place 5 (term expires November 30, 2021)
- Place 7 Council Place 6 (term expires November 30, 2022)

**BYLAWS OF
REINVESTMENT ZONE NUMBER ONE
CITY OF MANOR, TEXAS
(TAX INCREMENT REINVESTMENT ZONE)**

**ARTICLE I.
PURPOSE AND POWERS**

Section 1.1. Development or Redevelopment in the Zone. In order to promote the development and redevelopment of a certain area within its jurisdiction, the City of Manor, Texas (the "City") has authorized the creation of Reinvestment Zone Number One, City of Manor, Texas (Tax Increment Reinvestment Zone) (the "Zone"), as authorized by the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), and pursuant to the Act has established a Board of Directors for the Zone ("Board of Directors" or "Board").

Section 1.2. Powers. The property and affairs of the Zone shall be managed and controlled by the City Council of the City of Manor (the "City Council") based on the recommendations of the Board of Directors, subject to the restrictions imposed by law, the ordinance creating the Zone, the resolution creating the policies and conditions for TIRZ participation, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

**ARTICLE II.
BOARD OF DIRECTORS**

Section 2.1. Powers, Number and Term of Office. As set forth in the ordinance creating the Zone, the Board of Directors shall consist of seven (7) directors appointed by the City Council to Places 1,2,3,4,5,6 and 7.

(a) The initial term of the Board of Directors shall be as follows:

- | | |
|---------|--|
| Place 1 | Mayor (term expires November 30, 2019) |
| Place 2 | Council Place 1 (term expires November 30, 2019) |
| Place 3 | Council Place 2 (term expires November 30, 2020) |
| Place 4 | Council Place 3 (term expires November 30, 2019) |
| Place 5 | Council Place 4 (term expires November 30, 2020) |
| Place 6 | Council Place 5 (term expires November 30, 2019) |
| Place 7 | Council Place 6 (term expires November 30, 2020) |

- (b) Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two (2) years. The member appointed to Place 1 shall serve as the chair of the Board. The Board is authorized to elect a vice-chair, secretary, and other officers as determined by the Board. There shall be no limitation on the number of terms to which a Director may be reappointed.
- (c) In the event of a vacancy caused by the ineligibility, resignation, death or removal, for any reason, of a director, the City Council shall be responsible for filling the vacancy.

Section 2.2. Meetings of Directors. The directors may hold their meetings within a building accessible to the public in the City as the Board of Directors may from time to time determine.

Section 2.3. Regular Meetings. Regular Meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time, by the Board of Directors. Notice of all regular and emergency meetings of the Board and any committees thereof shall be conducted and posted in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq. There shall be at least one Regular Meeting held each year in the month of May. The initial meeting of the Board of Directors shall be set by the City Council.

Section 2.4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chair, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council.

- (a) The secretary shall give notice to each director of each Emergency Meeting in person, or by courier, facsimile, telephone, telegraph, or electronic mail, at least 24 hours before the meeting. Notice of all Emergency Meetings shall state the purpose which shall be the only business conducted.

Section 2.5. Quorum. A majority of the directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of the majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 2.6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

- (a) At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair.

- (b) The secretary of the Board of Directors shall act as secretary of all meetings of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.
- (c) Within five (5) business days following each Regular and Emergency Meeting, a copy of the minutes of the meeting shall be submitted to the City Secretary of the City.

Section 2.7. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 2.8. Attendance. Board Members shall make every effort to attend all Regular and Emergency Meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board.

Section 2.9. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council, the City Manager and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE III. OFFICERS

Section 3.1. Titles and Term of Office. The officers of the Zone shall consist of a chair, a vice chair, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint; provided, however, that the City Council shall, on an annual basis, appoint the chair in accordance with the Act. One person may hold more than one office, except that the chair shall not hold the office of secretary. Terms of office for officers, other than the chair, shall not exceed two (2) years.

- (a) All officers, other than the chair, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.
- (b) A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

Section 3.2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and subject to the approval of the City Council, he/she

shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3.3. Vice Chair. The vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him/her by the Board of Directors and shall exercise the powers and duties as may be assigned to him/her by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in their performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 3.4. Secretary. The secretary may be a member of the Board of Directors or may be a member of the City Staff, as determined by the Board of Directors and shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable time be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors.

Section 3.5. Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder and in the event the secretary shall be a member of the City Staff, said individual shall not receive any compensation other than as provided by the City.

Section 3.6. Staff. Staff functions for the Board of Directors may be performed by the City Manager and/or designee.

**ARTICLE IV.
PROVISIONS REGARDING BYLAWS**

Section 4.1. Effective Date. These Bylaws shall become effective upon the adoption of these Bylaws by the Board of Directors. The adoption of these Bylaws must be approved by the City Council, which approval shall, unless specified otherwise, affirm such effective date.

Section 4.2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the City Council by appropriate resolution finds and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

- (a) After providing notice to the Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 4.3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

**ARTICLE V.
GENERAL PROVISIONS**

Section 5.1. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5.2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.3. Approval or Delegation of Power by the City Council. In the event that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by official action of the City Council.

Section 5.4. Official Office and Records Repository. Manor City Hall shall be the official office for the Zone and all records of the Zone shall be maintained by City Staff in said City Hall.

* * * *

The undersigned, being the duly elected and qualified Secretary of the Board of Directors for the Zone, hereby certifies that the foregoing initial Bylaws of the Zone were duly adopted by the Board of Directors of the Zone effective the 16th day of October, 2019.


Lluvia T. Almaraz, Secretary



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the reappointments for the Board of Adjustment Members.

BACKGROUND/SUMMARY:

We are reappointing all 5 Board Members. When the Board was created the Members were not assigned Place numbers so staff assigned them Place numbers and alternating term expiration dates like how the other boards/commission/committees are done. Our code, and State code, do not require staggered expiration dates though, just that each member serves a two-year term. This reappointment sets the term expiration date for all members at 1/1/2023 so they'll be reappointed in December 2022.

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

- BOA Attendance Report
- BOA Roster

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint William D. Manns to Place 1, Chase Mitchell to Place 2, Aaron Moreno to Place 3, James D. Sulcer to Place 4, and Karen Mazerac to Place 5 for a term expiring January 1st, 2023.

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

2020 YEARLY ATTENDANCE REPORT

BOARD/COMMISSION
BOARD OF ADJUSTMENT COMMISSION

REPORTING PERIOD
01/1/2020 to 12/09/2020

MEMBERS	MEETINGS	MONTHS												TOTALS					
		NAME/PLACE NO.	TYPE	JAN 22	FEB 26	MAR 25	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total # of Meetings	
WILLIAM MANNS PLACE NO. 1			A	P	P														
						NM	NM	NM	NM	NM	NM	NM	NM	NM	2	1	3		
CHASE MITCHELL PLACE NO. 2			P	A	P														
						NM	NM	NM	NM	NM	NM	NM	NM	NM	2	1	3		
AARON MORENO CHAIRMAN PLACE NO. 3			P	P	P														
						NM	NM	NM	NM	NM	NM	NM	NM	NM	3	0	3		
JAMES D. SULCER PLACE NO. 4			P	P	P														
						NM	NM	NM	NM	NM	NM	NM	NM	NM	3	0	3		
KAREN SNOWDEN MAZARAC Vice-Chair PLACE NO. 5			P	P	A							-							
						NM	NM	NM	NM	NM	NM	NM	NM	NM	2	1	3		
ALTERNATE PLACE NO. 6			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
ALTERNATE PLACE NO. 7			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

P = PRESENT A = ABSENT NM = NO MEETING

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.



Board of Adjustment Roster/Terms of Office

<u>Name</u>	<u>Place</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term</u>
William D. Manns	Place No. 1	09/04/2019		1/1/2021
Chase Mitchell	Place No. 2	09/04/2019		1/1/2021
Aaron Moreno	Place No. 3 Chair	09/04/2019		1/1/2021
James D. Sulcer	Place No. 4	09/04/2019		1/1/2021
Karen S. Mazerac	Place No. 5	11/20/2019		1/1/2021
VACANT	Alternate 1			1/1/2021
VACANT	Alternate 2			1/1/2021

City of Manor
105 E. Eggleston St. / P.O. Box 387
Manor, TX 78653

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Michael Tuley, Director
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of the Park Committee plus two (2) Planning and Zoning Commissioners to serve as the Public Tree Advisory Board; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

The Public Tree Advisory Board was created last year as part of the Tree Care Ordinance No. 559 in order to apply for a Tree City USA designation and to better maintain our public trees. This Board consists of the already established Park Committee plus 2 members from the Planning and Zoning Commission. P&Z have nominated for recommendation Vice-Chair Julie Leonard and Commissioner LaKesha Small (5-0 vote) to serve on the Board. The Board's seven primary duties are: 1) Promote the protection of healthy trees on public property; 2) Coordinate and promote Arbor Day activities; 3) Develop public awareness and education programs related 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.

Park Committee Council Members: Deja Hill, Anne Weir, and Sonia Wallace – Appointed 11/18/2020

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

- Ordinance No. 559

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint the Park Committee plus Planning and Zoning Commission Vice-Chair Julie Leonard and Commissioner LaKesha Small to serve as the Tree Advisory Board and appoint a Chairperson to serve a 1-year term.

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.

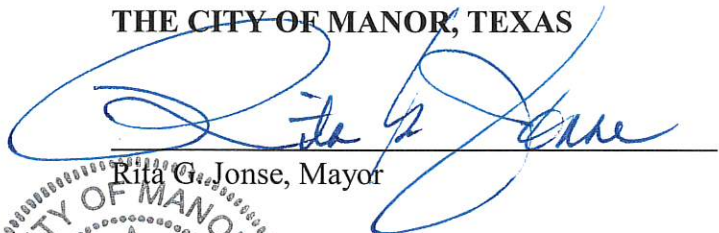
Section 5. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and 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.

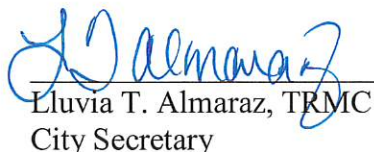
PASSED AND APPROVED THIS the 6th day of November 2019.

THE CITY OF MANOR, TEXAS

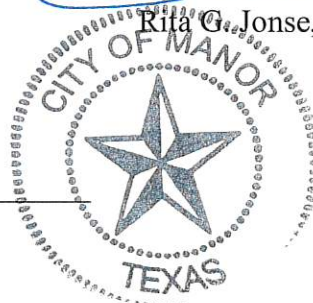


Rita G. Jonse, Mayor

ATTEST:



Lluvia T. Almaraz, TRMC
City Secretary





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Dr. Larry Wallace Jr. Mayor
DEPARTMENT: City Council

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of three (3) Education Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

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

MAYOR’S RECOMMENDATION:

City Council to appointment three (3) Education Committee Council Members; and Chairperson to serve a one-year term.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Dr. Larry Wallace Jr. Mayor
DEPARTMENT: City Council

AGENDA ITEM DESCRIPTION:

Tabled Item: Consideration, discussion, and possible action on City Council Committees Meetings.

BACKGROUND/SUMMARY:

With the increased demands on City Council with additional committees, strategic planning workshops, etc., there is need to establish a recurring calendar (battle rhythm) that minimizes time off from work requested by council members.

This item was tabled at the December 2, 2020, Regular Council Meeting until further notice.

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

MAYOR'S RECOMMENDATION:

City Council to approve the 1st & 3rd Wednesday's (9-5pm) as Council Days to hold committees, workshops, etc., as approved and/or needed by the Mayor and City Manager before presenting alternative dates to council for approval.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 16, 2020
PREPARED BY: Ryan Smith, Fire Chief – Fire Marshal for the City of Manor
DEPARTMENT: Travis County Manor ESD No. 12

AGENDA ITEM DESCRIPTION:

Discuss and consider consenting on the creation of the proposed Travis County Emergency Services District No. 17.

BACKGROUND/SUMMARY:

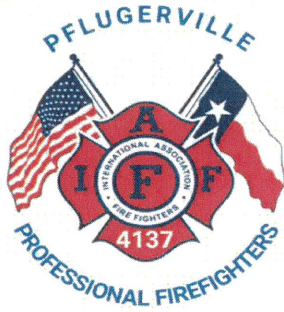
Health and Safety Code 775, Creation of district

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

- Petition

STAFF RECOMMENDATION:

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



City Secretary's Office

DEC 10 2020

Time: 4:35 am/pm

December 10, 2020

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

HAND DELIVERED

Re: Consent to petition for creation of Travis County Emergency Services District No. 17

Dear Mayor Wallace and Manor City Council Members:

The Pflugerville Professional Firefighters Association Local 4137 is sending this request on behalf of Teresa Smith and Teri Lucas who have filed the attached petition for creation of Travis County Emergency Services District No. 17 (the "District"). The Commissioners Court of Travis County has accepted the petition and scheduled a public hearing to consider whether to grant the petition. Because a portion of the District is within the City of Manor's extraterritorial jurisdiction, the City must consent to the inclusion of this area within the District in order for it to be included within the District. (Texas Health & Safety Code §775.014). This letter serves as a formal request that the City consent to creation of the proposed District and allow the District to include the City's extraterritorial jurisdiction.

The petitioners respectfully request to be placed on the City of Manor's January 6, 2021 agenda under an item titled, "Discuss and consider consenting to creation of the proposed Travis County Emergency Services District No. 17."

A map of the District and the metes and bounds description are included in the attached petition.

The petitioners respectfully request that you consent to including the City's extraterritorial jurisdiction in Travis County Emergency Services District No. 17 by adopting a motion and approving the District's request in writing.

If you have any questions, please contact me at your earliest convenience.

Best regards,

Josh Stubblefield, President
Pflugerville Professional Firefighters Local 4137
P.O. Box 2615
Pflugerville, TX 78691
512-796-6219

**PETITION FOR CREATION OF AN
EMERGENCY SERVICES DISTRICT**

THE STATE OF TEXAS § IN THE COMMISSIONERS COURT
§ OF
§ TRAVIS COUNTY TEXAS
COUNTY OF TRAVIS §

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF THE COURT:

NOW COME 100 or more qualified voters who own taxable real property in Travis County, Texas, pursuant to Texas Health & Safety Code, Section 775.011(a), requesting the creation of an overlay Emergency Services District and would respectfully show the following:

I. CREATION AND OPERATION

The proposed new Travis County Emergency Services District (“District”) will be created and operated under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775 of the Health & Safety Code (“Code”) of the State of Texas.

II. NAME AND NUMBER

The name of the proposed District is “TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 17,” which is the next consecutive emergency services district number available in Travis County. *See* Tex. Health & Safety Code §775.011(b).

III. AREA OF OVERLAY DISTRICT

The area of the new District will overlap Travis County Emergency Services District No. 2, and will generally include the city limits and extraterritorial jurisdiction of the City of Pflugerville, the City of Austin, the City of Round Rock, the City of Manor, the City of Hutto, and the City of Taylor. The boundaries of the District will be coterminous with those of the existing Travis County

Emergency Services District No. 2 and are more particularly described by the description attached as **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes, and generally shown on the attached map in **Exhibit "B"**.

IV. SERVICES TO BE PROVIDED

The District will provide emergency medical services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code, but the District will not provide any services provided by the existing Travis County Emergency Services District No. 2 as set forth in the statement of services to be provided in accordance with Section 775.018(g) of the Texas Health & Safety Code.

V. COMPLIANCE WITH CODE

The creation of the new District complies with Section 775.0205 of the Code. (Section 775.020 does not apply to Travis County.) The Petitioners request that the County deliver a copy of this petition to the Board of Commissioners of Travis County Emergency Services District No. 2, and request a statement of services in accordance with Section 775.018(g) of the Code.

VI. PETITIONERS

Two Petitioners present this petition. The Petitioners are: Teri Lucas, who resides at 17004 Dashwood Creek Drive, Pflugerville, Texas 78660; and Teresa Smith, who resides at 2421 Dovetail Street, Pflugerville, Texas 78660. Petitioners hereby agree and obligate themselves to pay not more than one hundred fifty dollars (\$150.00) in costs incident to the formation of the new District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, as required by Section 775.013(b) of the Code.

VII. CITIES AFFECTED

The cities of Pflugerville, Austin, Round Rock, Manor, Hutto and Taylor are the only municipalities whose consent must be obtained under Section 775.014 of the Code. The portions of the city limits and extraterritorial jurisdictions of the cities of Pflugerville, Austin, Round Rock, Manor, Hutto and Taylor that are currently within Travis County Emergency Services District No. 2 will be within the territory of the new District.

VIII. SIGNATURES REQUIRED

The signatures required by Section 775.011(a) of the Code for the creation of the District are attached hereto as **Exhibit "C"** and are incorporated herein by reference.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Travis County as required by law; that a public hearing be held on this petition in the county; that a copy of this petition be sent to Travis County Emergency Services District No. 2 together with a request for a statement of services; and, that after the hearing, the Commissioners Court of Travis County grant this petition and call a special election regarding the creation of the new District.

RESPECTFULLY SUBMITTED this 8th day of October 2020.

PETITIONERS:

By: Teri Lucas
Teri Lucas

By: Teresa Smith
Teresa Smith

Exhibit "A"

Description of Proposed Travis County Emergency Services District No. 17

Boundary Description

The boundaries of the proposed Travis County Emergency Services District No. 17 are coterminous with the boundaries of the existing Travis County Emergency Services District No. 2.

Exhibit B
Map of Proposed
Travis County Emergency Services District No. 17

